



# INVITATION FOR BIDS

Town of Chino Valley  
Public Works Department  
1982 Voss Drive  
Chino Valley, Arizona 86323

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## SOLICITATION INFORMATION AND SCHEDULE

<b>Solicitation Title:</b>	West Perkinsville Rd Improvements – Phase I	
<b>Release Date:</b>	January 16, 2024	
<b>Advertisement Dates:</b>	January 16, 17, 18, 19, 2024 – Prescott Daily Courier	
<b>Non-Mandatory Prospective Bidders' Conference:</b>	January 31, 2024 10:00 a.m. Town Hall Council Chamber 202 North State Route 89 Chino Valley, Arizona 86323	
<b>Final Date for Inquiries:</b>	February 08, 2024	
<b>Bid Deadline:</b>	February 15, 2024 3:00 p.m.	
<b>Bid Opening:</b>	February 15, 2024 3:00 p.m.	
<b>Town Representative:</b>	Frank Marbury Public Works Director	Fmarbury@chinoaz.net 928 636-7140

In accordance with the Town of Chino Valley Procurement Policy, competitive sealed Bids for the services specified herein will be received at the Town of Chino Valley Public Works Department 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 must be in the actual possession of the Public Works Department on, or prior to, the Bid Deadline. Late Bids will not be considered and will be returned unopened. Each Bid shall be submitted in a sealed envelope with the Solicitation Name and the Bidder's name and address clearly indicated on the front of the envelope.

### **ATTENTION**

**The Town of Chino Valley reserves the right to amend the solicitation schedule as necessary.**

**All times are local to Chino Valley, Arizona.**

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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").

For Bid clarification, contact:

Arizona Transaction Privilege Tax License No.	Name
Arizona Corporation Commission File No.	Telephone
Federal Employer ID No.	Facsimile
Contractor Name	Email
Address	<b>Authorized Signature for the Contractor</b>
City                      State                      Zip Code	Printed Name
	Title

<b>ACCEPTANCE OF OFFER (FOR TOWN OF CHINO VALLEY USE ONLY)</b>		
Effective Date: _____	Contract No.: _____	Official File: _____
<p>TOWN OF CHINO VALLEY, an Arizona municipal corporation</p> <p>_____</p> <p>Jack W. Miller, Mayor</p>		
<p>ATTEST:</p> <p>_____</p> <p>Erin N. Deskins, Town Clerk</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Andrew J. McGuire, Town Attorney</p>	

**TOWN OF CHINO VALLEY  
ACKNOWLEDGMENT OF PLANS AND SPECIFICATIONS RECEIVED**

**INVITATION FOR BIDS**

**W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1**

Bidder certifies that it has reviewed and verified the following Plans and Specifications were included as part of the IFB for W. Perkinsville Rd. Improvements – Phase 1, released on January 16, 2024, and that the information contained therein has been incorporated in formulating the Bidder's Offer:

1. Improvement Plans for W. Perkinsville Road - Phase 1, Chino Valley, AZ, Sheets 1-25; prepared by EPS Group, Inc.; sealed by Ryan V. McKinnis on 10/03/2023.
2. W. Perkinsville Rd Improvements - Phase 1, Special Provisions, October 2023; prepared by EPS Group, Inc.; sealed by Ryan V. McKinnis on 12/15/2023.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**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 IFB.

1.2 "Bid Deadline" means the date and time set forth on the cover of this IFB for the Town of Chino Valley Public Works Department 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 IFB 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, (i) the executed Offer/Bid, (ii) the executed Acknowledgment of Plans and Specifications, (iii) this IFB, including all completed exhibits, (iv) the Notice of Award, (v) the Notice to Proceed or Purchase Order(s), (vi) any approved Addendum, Change Order or Amendment, (vii) the Contractor's Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies, (viii) the Certificate of Completion and (ix) any Plans, Specifications, Reference Documents or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of this Contract only if they are accepted by the Town in writing on the Bid Schedule.

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 period during which the Contractor must complete all of the Work related to the Project.

1.9 "Day(s)" means calendar day(s) 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 3.18 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 3.16 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 Policy.

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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").

1.14 "Materials" means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with this 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.

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

1.16 "Plans" means drawings relating to the Project, prepared by or on behalf of the Town, bearing the seal of the professional who is responsible for their preparation.

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 Policy" means the Town's Procurement Policy, 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 "Reference Documents" means information provided by the Town relating to the Project that must be evaluated by the Contractor and incorporated into its Bid.

1.24 "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 this Contract. This term does not include "professional and technical services" as defined in the Procurement Policy.

1.25 "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.

1.26 "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.

1.27 “Substantial Completion” shall be defined as set forth in Section 3.17 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 3.16 below.

1.28 “Substitutions” means Contractor’s proposed changes in products, materials, equipment and methods of construction from those required by the Contract Documents.

1.29 “Substitutions for Cause” means changes proposed by Contractor that are required due to changed product conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

1.30 “Substitutions for Convenience” means changes proposed by Contractor or Town that are not required in order to meet other Project requirements, but which may offer advantage to Contractor or Town.

1.31 “Town” means the Town of Chino Valley, an Arizona municipal corporation.

1.32 “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 this Contract and for providing information regarding details pertaining to the Work.

1.33 “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 three parts including the removal of the existing asphalt pavement section, installation of phased asphalt and aggregate base, installation of 12” Class 350 Ductile Iron Water line, installation of 18” PVC sewer, and the installation of curb, gutter, and sidewalk along W. Perkinsville Rd Starting at AZ 89 and extending East to N Road 1 E. The Town is issuing this IFB to secure a qualified Engineering Contracting (Commercial) Class A Licensed 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, Specifications, related construction drawings and Reference Documents, if any. Failure to do so may result in a determination that the Bid is non-responsive.

2.2 Amendment of IFB. Except as set forth in Section 3.59 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 Policy. 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.

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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 **the entire IFB document (all pages)** that contains the following completed pages/documents to be considered a responsive Bid:

1. Offer, signed in ink by a person authorized to bind the Bidder (Page i).
2. Acknowledgement of Plans and Specifications, signed in ink (Page ii). The full set of Plans and Specifications does not need to be returned with the Acknowledgment.
3. Bid Schedule (Exhibit C or as subsequently replaced by Addendum).
4. Licenses; DBE/WBE Status (Exhibit E).
5. References (Exhibit F).
6. Bid Bond (Exhibit G).
7. Key Personnel/Subcontractor Listing (Exhibit H).
8. Acknowledgment page, signed in ink, for each Addendum received, if any (Exhibit K). Revised Plans and Specifications attached to the Addendum do not need to be returned with the Acknowledgment.

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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, in accordance with Subsection 2.3(C) above, 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 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 or hand-delivered to the following address: Town of Chino Valley Public Works Department, 1982 Voss Drive, Chino Valley, Arizona 86323.

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 Policy.

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. Verbal or telephone inquiries directed to Town staff **will not be answered**. Within two business days following the Final Date for Inquiries listed on the cover page of this IFB, answers to all questions received in writing or via e-mail will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an IFB package from the Town and who legibly provided a mailing address, facsimile and/or e-mail address to the Town. 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 Bidder 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:

Town of Chino Valley  
1982 Voss Drive  
Chino Valley, Arizona 86323  
Town's website at <https://www.chinoaz.net/Bids.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 10 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 10 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 Bid Schedule. Contractor shall bring any potential discrepancy between the Plans and the Bid Schedule 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 this 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

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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.

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 Bid Schedule 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 transaction privilege, sales or use 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 Schedule shall result in a determination that a Bid is non-responsive.**

2.8 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 the Bid Schedule.

2.9 Taxes. The Town is exempt from Federal Excise Tax, including the Federal Transportation Tax. Please be advised that ARIZ. REV. STAT. § 42-5075(P) applies to the Project contemplated within this Contract. Transaction privilege tax, sales tax and use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable tax rates and calculate the tax accordingly. 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.

2.10 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.

2.11 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.

2.12 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 Policy, except that any portion of a Bid that was designated as confidential pursuant to Section 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.13 Confidential Information. If a 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 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 determines that it is proper to disclose the information, the Procurement Agent shall inform the Bidder in writing of such determination.

2.14 Bidder Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall be registered with the Arizona Corporation Commission and authorized to do business in Arizona. 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 and limited liability companies shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.15 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 Bid Schedule, 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 additional documentation within 72 hours (or as specified) to assist the Town in its evaluation.

2.16 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

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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.

E. No Signature/False Statement. The signature on the Bid Offer is genuine. Failure to sign the Bid, or signing it 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.

2.17 Bid Bond. All Bidders 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 10 Days after Notice of Award if no period is specified, the Contractor may be found to be in default and this 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.

2.18 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) tax-inclusive Price, including alternates selected by the Town, if any, and taxes, but excluding "as-needed" services requested by the Town 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 Town Procurement Policy.

### **ARTICLE III – GENERAL TERMS AND CONDITIONS**

#### **PART A - GENERAL**

3.1 Reference Standards and Reference Documents. The Contractor shall perform the Work required in conformance with MAG Specifications, which is incorporated herein by reference. The Contractor shall also perform the Work in accordance with the Reference Documents, a list of which is attached hereto as part of Exhibit A.

3.2 Plans and Specifications to Successful Contractor. The successful Contractor may obtain one paper and one electronic set of Plans and Specifications for this Project from the Engineer at no cost.

3.3 Contract Time. The Contract Time for this Project shall be 200 calendar 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.

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, prepared by an individual who is IMSA or ATSSA certified, outlining the intended plans for traffic control and for maintaining continuous access to residences and businesses along the construction site.

E. 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. Town Services Shut Down. Shutdown of Town water, sewer, drainage, irrigation and/or traffic control facilities.

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.

D. Water Lines. All draining and filling of water lines and irrigation laterals and all operations of existing valves or gauges. The Town will furnish all required water meters; provided however, that the meter provided is only for construction purposes. Any domestic water meter necessary for the Project shall be included in the Bid.

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 Town 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 Affirmative Action Report. It is the policy of the Town that suppliers of goods or services to the Town adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. On any Contract in excess of six months, the Contractor shall provide an annual report to the Engineer highlighting its activities to comply with this Section 3.7.

3.8 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 Yavapai 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.

3.9 Inspection 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 this 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 this 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 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.

3.10 Safety Plan. Contractor is responsible for all safety precautions and programs and shall perform the Work in accordance with a safety plan that is compliant with OSHA, American National Standards Institute and National Institute for Occupational Safety and Health standards. Contractor shall provide all protection and necessary supervision to implement said safety plan. Contractor shall take all reasonable precautions for the safety of and provide reasonable protection to prevent damage, injury or loss to: (A) employees or others on the Project, (B) the Work and materials and (C) other property at the Project or adjacent thereto. Contractor shall designate a responsible person on the Project whose duty shall be prevention of accidents.

3.11 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 this 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 Chino Valley Police Department. 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 Chino Valley Police Department.

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 Chino Valley officer 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 Chino Valley police officer 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. Where there is more than one point of access to a property, the Contractor shall not restrict more than one access at a time. Access to at least one driveway shall be maintained during non-working hours. The Contractor shall also provide for safe and adequate public pedestrian movement through and around the Project as needed. Directional business name signs shall also be required where access is impacted or limited.

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.

3.12 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.

3.13 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, 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 Named 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 and necessary endorsements 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 agreements with its Subcontractors containing the indemnification provisions set forth above 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. Contractor will provide to the Town within 10 business days after receipt of the executed Agreement, and prior to commencing any Work or Services under this Contract, 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:

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 this 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.

11. Endorsements. Contractor shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth in this Subsection.

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 in any way related 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. If Contractor employs anyone who is required by law to be covered by 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. Contractor shall provide at least 30 Days' prior written notice to the Town before insurance required herein expires, is canceled, or is materially changed.

3.14 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 10 business days after receipt of the executed Agreement from the Town. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and this 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.

3.15 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 10 business days after receipt of the executed Agreement from the Town. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and this 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.

3.16 Changes in the Work. The Town may, without invalidating this Contract, order changes in the Work consisting of additions, deletions or other revisions to this 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 this 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 Bid Schedule.

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.

3.17 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.

3.18 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 pre-requisites 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.

3.19 Payments to Contractor. 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 this 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 3.19(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 3.19 (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. 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.

3. 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.

3.20 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 that have been reduced to a judgment 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 use taxes and property taxes, including any interest or penalties.

PART B - PERFORMANCE OF THE WORK

3.21 Project Video. The Contractor, in the presence of the Town's inspector, shall make a video recording (CVC format, indexed) of the Project area located in or immediately adjacent to Town right-of-way prior to commencing any construction activities. The Contractor and Town's Inspector will review the video for completeness, immediately after recording and any areas that are not clearly covered and defined, shall be re-recorded. The Contractor shall submit one copy of the video to the Town's Inspector. All costs associated with the Project videotape produced in accordance with this Section shall be deemed incidental.

3.22 Soil and Subsurface Conditions. In addition to conformance to MAG Specifications, Section 102.4 (Examination of Plans, Special Provisions and Site of 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.

3.23 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.

3.24 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.

3.25 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.

3.26 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 five 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 10 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 10 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.

3.27 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 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 Day of delay.

A. Prior to Termination. If this 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.

3.28 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. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Contract, or by its failure to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Contract necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (1) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which a change order is executed.

3.29 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.

3.30 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.

3.31 Termination Due to Work Stoppage. This Contract may be terminated by the Town upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. If Contractor abandons the Services without the consent of the Town, Contractor shall be liable for all actual, incidental and consequential damages arising from or related to said abandonment, including, but not limited to: (A) the difference between the cost of a replacement Contractor to complete the Services and the contract price for Contractor under this Contract; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by Contractor. The Town shall use its best efforts to replace Contractor within a reasonable time.

3.32 Contract Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this 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 this 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.

3.33 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, Contractor shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed

divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve Contractor of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by Contractor will be without liability or legal exposure to Contractor. Contractor shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

3.34 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 Bid Schedule.

3.35 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 the event of delay or Additional Work by the Town shall be an extension of time hereunder to complete the Work.

3.36 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.

3.37 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.

3.38 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 Subcontractors' employees. The Contractor agrees that once assigned to Work under this Contract, Key Personnel will 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.

3.39 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 this 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.

3.40 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 the pipe, bridge, and any other structures for which trenching is necessary.

3.41 Plans and Shop Drawings, Samples and Substitution of Materials. All submittals shall conform to MAG Specifications, Section 105.2 (Plans and Drawings). 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.

3.42 Cooperation with Utilities. The Contractor shall comply with the requirements of MAG Specifications 105.6, modified as follows:

A. Locating; Protecting. It is the Contractor’s sole responsibility to verify the presence and location of any and all existing overhead and/or underground utilities that may interfere with construction. It is the Contractor’s sole responsibility to adequately protect and maintain any such utilities, at no additional cost to the Town, whether or not said utilities are shown on construction plans. This may include, but is not limited to, coordinating, potholing and monitoring as directed by the individual utility companies.

B. Damage. The Contractor shall be responsible for any and all damage that may be incurred to the utilities and be liable for any repair costs including incidental costs.

C. Delays; Relocation Costs. The Contractor shall not hold the Town liable due to delays and/or responsible for damages to utilities in conjunction with this construction. The Town will not participate in the cost of construction for utility relocation.

D. Blue Stake; Potholing. Contractor shall comply with the Arizona Revised Statutes regarding “Blue Stake” and pothole activities as applicable. The Contractor shall be responsible for contacting the owner of each utility in conflict and for making all necessary arrangements for relocating, repairing or abandoning the utility or facility as required by the utility owner.

E. Field Location. The Contractor shall be the Town’s Blue Stake field locator and perform all requirements as prescribed in ARIZ. REV. STAT. §§ 40-360 (21) through (29) for all underground facilities that have been installed by the Contractor on the current Project, until the Project is accepted by the Town. At least two Days prior to commencing excavation, the Contractor shall call Blue Stake Center, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday for information relative to the location of buried utilities.

3.43 Sampling and Testing. Sampling and testing shall conform to the requirements of the MAG Specifications, Section 106.

3.44 Cooperation between Contractors. In addition to conformance with the requirements of MAG Specifications, Section 105.7, Contractor shall be responsible for arranging and coordinating construction of all applicable work specified to be done “by others” on the construction plans.

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

<b>May 1 – October 31</b>	<b>November 1 – April 30</b>
5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.

Construction Work shall not begin Work prior to 7:00 a.m. and shall stop by 7:00 p.m. on Saturdays, Sundays and all Town, State and Federal holidays.

3.46 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).

3.47 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.

3.48 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.

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

3.49 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. Disposal of material within the Town Limits or Planning Area must be approved by the Engineer. 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.

3.50 Dust Control and Water.

A. Dust Control. Contractor shall implement dust control measures in accordance with MAG Specifications, Section 104.1, and as follows:

1. Air Pollution Requirements:

a. The Contractor shall be responsible for dust control related to the Project construction and shall take whatever means necessary to control any abnormal conditions.

b. The Contractor shall provide adequate means for cleaning trucks and/or other equipment of mud prior to entering public streets and take whatever measures are necessary to insure that all roads are maintained in a clean, mud and dust free condition at all times.

c. Temporary drainage control measures may be required during and after construction until final lot build-out in accordance with the approved plans and in accordance with any established or required Best

Management Practices (“BMP”) as part of the National Pollution Discharge Elimination System (“NPDES”) permit requirements. It is the Contractor’s responsibility to meet all requirements.

d. The Contractor is responsible to obtain all air quality permits.

e. The Contractor shall submit to the Town a copy of its approved county dust control plan, erosion control plan and permit prior to the start of Work.

f. The Contractor is responsible for maintaining dust control at all times including off-hours and weekends. The Work site must be kept debris free. Tracking dirt onto streets is not allowed and if it occurs it must be cleaned immediately. Gravel track-out pads or other approved BMP shall be used where applicable.

2. The Contractor shall be responsible for daily and final cleanup operations of adjacent, existing paved streets used by construction traffic. This Work includes daily street sweeping, power broom and water as needed or directed by the Town.

**B. Town Water Use.**

1. When Town water is used, access must be from an approved fire hydrant. Water must be metered through a Town hydrant meter. Requests for meters must be submitted by application through the Town’s Utility Department. The Town reserves the right to refuse issuance of hydrant meters for any reason including seasonal/regional demands. Town approved backflow prevention devices shall be required on all tank hook-ups or other storage/delivery systems as deemed necessary.

2. Installation and removal of fire hydrant meters should be scheduled at least three business days in advance through the Town Utility Department. Watering shall conform to the provisions of MAG Specifications, Subsection 104.1.3. A deposit and installation fee in amounts set forth in the Town’s fee schedule is required for each meter. The cost of the water is at the prevailing rate.

3. If available and feasible, the Contractor shall make arrangements to use irrigation water for construction purposes. Temporary irrigation water holding ponds must be lined with an impervious lining system (PVC sheeting) and also be secured and enclosed for safety purposes with at least a six foot high chain link fence.

3.51 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.

3.52 Electric Power, Water and Telephone. Unless otherwise specified, the Contractor shall make its own arrangements for electric power, water and telephone. 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.

3.53 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).

3.54 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.

3.55 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.

3.56 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 3.56; 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 Engineer 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 Engineer and (2) provide the Engineer 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

Engineer, 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. Project Signs. Unless otherwise directed by the Engineer, the Contractor shall furnish and install at least one Project sign, not less than five business days before beginning construction, at locations determined by the Engineer, to inform the public of the forthcoming Project, construction dates and 24-Hour Hotline number. The Contractor shall submit the proposed layout of the Project signs to the Engineer for approval prior to fabrication of the signs. The Contractor shall maintain the signs as necessary and update the information as directed by the Engineer. At the Final Completion of the Project, the Contractor shall remove and dispose of the signs. See Section 4.1 and Exhibit A for further details.

C. 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.

D. Public Meetings. The Contractor shall attend such public meetings as deemed necessary by the Engineer.

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

F. Payment for Public Notification. The Town will pay, based on time and materials invoices, an amount not to exceed the amount designated in the Bid Schedule and entitled COMMUNITY RELATIONS, for Work performed in accordance with the Notification Plan. Work that is eligible for reimbursement includes: the Project signs; 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 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

3.57 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 Yavapai County, Arizona.

3.58 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 this Contract or any extension of this Contract is in effect, an employee of any other party to this Contract in any capacity or a consultant to any other party of this Contract with respect to the subject matter of this Contract.

3.59 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.

3.60 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this 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, this Contract will promptly be physically amended to make such insertion or correction.

3.61 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 this Contract which may remain in effect without the invalid provision or application.

3.62 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 Contractor meets the requirements of its agreed scope of work and the Specifications, Plans/construction drawings and Reference Documents 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.

3.63 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 this 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.

3.64 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.

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3.65 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.

3.66 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 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.

3.67 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.

3.68 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 Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323 Attn: Town Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
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.

3.69 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 this Contract.

3.70 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 3.68, 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 3.70.

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 3.68 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.

3.71 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.

3.72 Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under Section 3.73 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 3.73 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.

3.73 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). 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.

3.74 Israel. To the extent applicable under ARIZ. REV. STAT. § 35-393 through § 35-393.03, the parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a "boycott" of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

3.75 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.

3.76 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 this 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 this 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 this 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.

3.77 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.

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

3.79 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.

3.80 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.

3.81 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. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Contract.

3.82 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.

3.83 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.

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

3.85 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

3.86 Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not use for the duration of this Contract the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any

goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Contract shall terminate unless the termination date of this Contract occurs before the end of the remedy, in which case this Contract terminates on its termination date.

**PART D - ALTERNATIVE DISPUTE RESOLUTION**

3.87 **Scope.** Notwithstanding anything to the contrary provided elsewhere in the Contract Documents, except for Subsection 3.90(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 this 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.

3.88 **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 3.90 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.

3.89 **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 10 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 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. The Neutral Evaluator shall require that each party 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 Days after the hearing.

3.90 Binding Arbitration Procedure. The following binding arbitration procedure, except as provided in Subsection 3.90(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 3.88 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 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 3.90(M) and the proceeds from the bond shall be allocated in accordance with Subsection 3.90(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 3.90(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 Section 3.88. 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 to serve as the Default Neutral Arbitrator."

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 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 Yavapai 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 10 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 3.90(M) herein. The award is to be rendered in accordance with this Contract and the laws of the State of Arizona.

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 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 20% of the original Contract amount or in excess \$2,000,000 shall be subject to the jurisdiction of the Superior Court of Arizona, Yavapai 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 Yavapai 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 this 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 this 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 Yavapai County Superior Court within 15 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 Yavapai 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 Yavapai 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 this 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.

#### **ARTICLE IV – SPECIAL PROVISIONS**

4.1 Phase 1 Special Provisions. W. Perkinsville Rd Improvements - Phase 1, Special Provisions, October 2023, prepared by EPS Group, Inc., and sealed by Ryan V. McKinnis on December 15, 2023, which is attached hereto as part of Exhibit A, are incorporated by reference as if fully set forth herein.

EXHIBIT A  
TO  
INVITATION FOR BIDS  
FOR  
W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1

[Plans/Construction Drawings, Specifications, Reference Documents]

See following pages.

PLANS/CONSTRUCTION DRAWINGS

1. Improvement Plans for W. Perkinsville Road - Phase 1, Chino Valley, AZ, Sheets 1-25; prepared by EPS Group, Inc.; sealed by Ryan V. McKinnis on 10/03/2023.

See following pages.

# IMPROVEMENT PLANS FOR W. PERKINSVILLE ROAD - PHASE I (TEMP PAVING AND UTILITIES ONLY)

## OWNER

TOWN OF CHINO VALLEY  
202 N STATE ROUTE 89  
CHINO VALLEY, AZ 86323  
PHONE: (928) 636-7140  
CONTACT: FRANK MARBURY

## ENGINEER

EPS GROUP, INC  
1130 N. ALMA SCHOOL RD, SUITE 120  
MESA, ARIZONA 85201  
PHONE: (480) 503-2250  
FAX: (480) 503-2258  
CONTACT: ERIC NEAL

**CHINO VALLEY, ARIZONA**  
LOCATED IN SECTION 15, TOWNSHIP 16 NORTH, RANGE 2 WEST GILA AND  
SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA.

## ESTIMATED QUANTITIES

Quantities are for estimating purposes only.  
Engineer makes no guarantee of accuracy.

WATER NOTES		
①	6" Class 350 Ductile Iron Polyethylene Wrapper Water Pipe (Restrain All Joints)	LF
②	12" Class 350 Ductile Iron Polyethylene Wrapper Water Pipe (Restrain All Joints)	1447 LF
③	2" Type 'K' Copper per COP Detail 316P	308 LF
④	Waterline Fitting Per MAG Specification Section 750.3. Size & Type per Plan. Joint Restraint Per MAG Std Dtl 303-1 and 303-2.	8 EA
⑤	Fire Hydrant and 6" Valve per MAG Std Dtl 360	3 EA
⑦	12" Resilient Wedge Gate Valve per MAG Std Dtl 391-1, Type A	8 EA
⑧	12" Blank Flange	1 EA
⑩	GA Industries Part No. 60447 2" Air Relief Valve or Approved Equal (Quad City Std. Detail 317Q-1)	2 EA
⑬	Connect to Existing Waterline	1 EA
⑱	2" Water Service per COP Detail 316P. Cut 2-1/8" Diameter Hole in the Box (Centerline, One End, Towards the Street) for the AMR Transmitter.	1 EA
⑲	Locator to be Added for Future Service. No Meter to be Installed.	14 EA
⑳	Plug Waterline for Future Connection	3 EA
㉑	Fire Hydrant per MAG Std Dtl 360	3 EA
SEWER NOTES		
①	18" PVC (SDR-35) Sanitary Sewer Line	1474 LF
②	5' Diameter Manhole per MAG Std Dtl 420-1 to 420-3	4 EA
③	Sewer plug per MAG Std Dtl 427	15 EA
⑤	Water and Sanitary Sewer Separation and Protection per MAG Details 404-1 to 404-3	19 EA
⑩	Connect to Existing Sewer Manhole	522 EA
⑫	4" PVC (SDR-26) Sanitary Sewer Service Line	192 LF
⑬	6" PVC (SDR-35) Sanitary Sewer Line	53 LF
PAVING NOTES		
①	Prepare Subgrade and Install 5" AC Pavement over 12" ABC per Structural Section #1, Sheet DT01	SY
⑥	Thickened Edge per MAG Detail 201, Type A	2826 LF
⑭	Adjust Valve to Grade per MAG Detail 391-1	EA
⑮	Adjust Manhole to Grade per MAG Detail 422	4 EA
⑲	Adjust Gas Service To Grade	1 EA
⑳	Relocate Gas Service. Coordinate with Unisource	5365 EA
㉒	Prepare Subgrade and Install Class AA Concrete With A Depth of 9"	321 SY
REMOVAL NOTES		
1	Sawcut & Remove Pavement Section	SY
4	Remove Concrete (Sidewalk, Driveway, Apron)	SF
5	Remove Concrete Curb and Gutter	5 LF
16	Remove Fire Hydrant	1 EA

## BASIS OF BEARING

THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON THE TOWN OF CHINO VALLEY SURVEY CONTROL NETWORK, PRODUCED BY CIVILTEC ENGINEERING INC., DATED JULY 24, 2007.

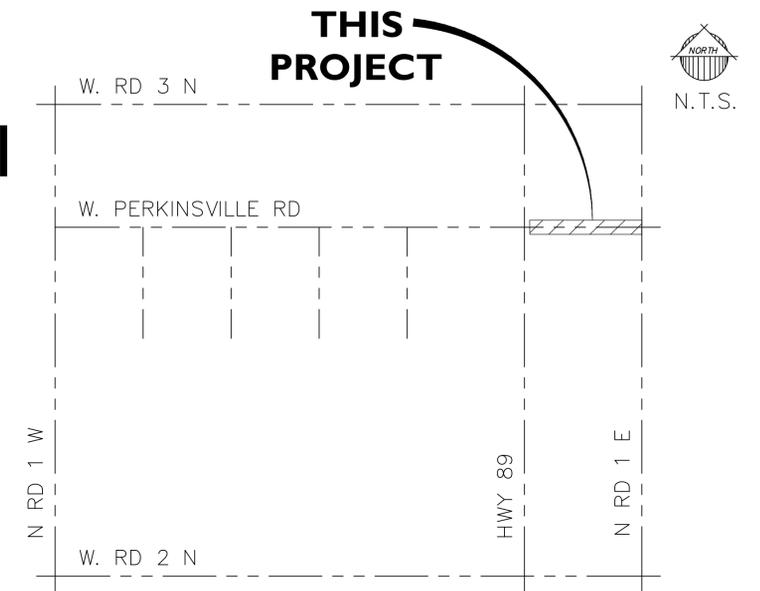
SEE TOWN OF CHINO VALLEY SURVEY CONTROL NETWORK REPORT FOR THE STEPS NEEDED TO CONVERT NAD83 STATE PLANE GRID DATA TO CHINO VALLEY GROUND DATUM.

## BENCHMARK

TOWN OF CHINO VALLEY CP #101 DESCRIBED AS A 3 1/4" ALUMINUM DISK FLUSH SET IN CONCRETE HAVING AN ELEVATION OF 4832.12'(NAVD88)

## UTILITY COORDINATION LIST

UTILITY	UTILITY PROVIDER	PHONE
WATER & SEWER	TOWN OF CHINO VALLEY	(928) 636-2646
WATER	CITY OF PRESCOTT	(928) 777-1130
POWER SERVICE	APS	(928) 443-6621
NATURAL GAS	UNISOURCE ENERGY SERVICES	(928) 771-7229
TELEVISION	SPARKLIGHT	(928) 910-3096
PHONE	LUMEN (FORMERLY CENTURY LINK)	(928) 515-6775 (815) 245-9640



**VICINITY MAP**

## SHEET INDEX

DESCRIPTION	SHEET NO	SHEET NAME
COVER SHEET	1	CS01
NOTES SHEETS	2-3	CS02-CS03
INDEX SHEET	4	ID01
DETAIL SHEETS	5-7	DT01-DT03
TEMPORARY PAVING PLAN AND PROFILE SHEETS	8-11	PP01-PP04
SEWER PLAN AND PROFILE SHEETS	12-15	SW01-SW04
WATER PLAN AND PROFILE SHEETS	16-19	WA01-WA04
SIGNING AND STRIPING PLANS	20-25	SS01-SS06

## APPROVALS

THE TOWN APPROVES THESE PLANS IN CONCEPT ONLY. THE TOWN ACCEPTS NO RESPONSIBILITY FOR ERRORS OR OMISSIONS.

\_\_\_\_\_  
TOWN OF CHINO VALLEY ENGINEER

## AS-BUILT CERTIFICATION

I HEREBY CERTIFY THAT THE "AS-BUILT" MEASUREMENTS AS SHOWN OR NOTED HEREON WERE MADE BY ME OR UNDER MY SUPERVISION AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

\_\_\_\_\_  
REGISTERED LAND SURVEYOR

\_\_\_\_\_  
REGISTRATION NUMBER

1130 N Alma School Road  
Suite 120  
Mesa, AZ 85201  
T: 480.503.2250 | F: 480.503.2258  
www.epsgroupinc.com

Project:

Improvement Plans for W. Perkinsville Road - Phase I

Chino Valley, AZ

Revisions:


Designer:

ZB

Drawn by:

RW

Job No.

17-146.01

Sheet No.

1

of 25

# 17-146.01 - Improvement Plans for W. Perkinsville Road

zblowers Oct 04, 2023 8:45am S:\Projects\2017\17-146\17-146.01\Civil\CAD\Plan\Phase 1\17-146.01-CS02-PH1.dwg

## CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENTS (MAG), & TOWN OF CHINO VALLEY (TOCV) CONSTRUCTION STANDARDS & SPECIFICATIONS, LATEST REVISIONS, UNLESS SPECIFICALLY APPROVED BY THE TOWN AND MODIFIED ON THE PLANS, IN CONJUNCTION WITH THE LATEST REVISIONS OF THE MARICOPA ASSOCIATION OF GOVERNMENTS STANDARD SPECIFICATIONS AND DETAILS (MAG STANDARDS), UNLESS SPECIFICALLY MODIFIED ON THE PLANS.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN COPIES OF MAG AND TOWN OF CHINO VALLEY STANDARDS AND SPECIFICATIONS AS WELL AS ALL OTHER STANDARDS AND SPECIFICATIONS NECESSARY TO COMPLETELY AND ACCURATELY INTERPRET THESE PLANS
3. ALL PLANS SIGNED BY THE TOWN ENGINEER ARE NULL AND VOID ONE YEAR FROM DATE OF SIGNATURE IF CONSTRUCTION HAS NOT STARTED. RESUBMITTAL AND REVIEW SHALL BE REQUIRED, AFTER ONE YEAR.
4. ALL QUANTITIES SHOWN ON THE PLANS ARE APPROXIMATE, ARE NOT VERIFIED BY THE PUBLIC WORKS DIRECTOR, AND ARE FURNISHED SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THEY DO NOT NECESSARILY CORRESPOND TO BID SCHEDULE ITEMS. PAYMENT SHALL BE BASED ON BIF SCHEDULE ITEMS FOR ACTUAL QUANTITIES PROVIDED AND INSTALLED. THE CONTRACTOR SHALL NOT BE BELIEVED OF HIS RESPONSIBILITY FOR INDEPENDENTLY ESTIMATING WORK QUANTITIES PRIOR TO BIDDING.
5. TOWN OF CHINO VALLEY PUBLIC WORKS DEPARTMENT PERMIT(S) WILL BE REQUIRED FOR ALL OFF-SITE CONSTRUCTION AND CONSTRUCTION WITHIN THE PUBLIC RIGHT OF WAY.
6. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN, AT HIS OWN EXPENSE, SUCH PERMITS AS ARE REQUIRED FROM THE APPROPRIATE AGENCIES.
7. THE PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED A MINIMUM OF 24 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION IN THE PUBLIC RIGHT OF WAY.
8. ANY WORK PREFORMED WITHOUT THE KNOWLEDGE AND APPROVAL OF THE PUBLIC WORKS DIRECTOR AND/OR ALL WORK MATERIALS NOT IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
9. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATION OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. THE ENGINEER AND THE TOWN OF CHINO VALLEY WILL NOT GUARANTEE ANY LOCATIONS OR ELEVATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL NOT BE RELIEVED OF RESPONSIBILITY FOR MAKING A COMPLETE AND ACCURATE ON-SITE DETERMINATION OF THE LOCATIONS, MATERIAL, AND SIZE OF ALL UTILITIES, STRUCTURES, AND FIELD CONDITIONS WHICH MAY AFFECT THE PROGRESS OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO STRUCTURES AND UTILITIES ENCOUNTERED DURING CONSTRUCTION AND SHALL FIELD EXPOSE EXISTING UNDERGROUND UTILITIES PRIOR TO TRENCHING IN THEIR VICINITY.
10. THE CONTRACTOR IS REQUIRED TO CONTACT THE BLUE STAKE (1-800-STAKEIT) A MINIMUM OF TWO WORKING DAYS (48) HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE RELOCATION AND/OR SUPPORT OF ALL UTILITIES, POWER POLES, ETC., THAT MAY BE NECESSARY.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE PUBLIC WORKS DEPARTMENT FOR APPROVAL, TRAFFIC CONTROL PLANS PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL DETERMINE AND SUBMIT FOR APPROVAL THE EXACT SIGNING/TRAFFIC CONTROL DEVICES NECESSARY AND ALL TRAFFIC CONTROL WORK SHALL BE IN ACCORDANCE WITH THE LATEST REVISIONS THEREOF. NO STREET IS TO BE CLOSED, RESTRICTED, OR CONSTRUCTED UPON UNTIL A TRAFFIC CONTROL PLAN IS PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE PUBLIC WORKS DIRECTOR ONE WEEK IN ADVANCE FOR REVIEW AND APPROVAL.
13. APPROPRIATE EMERGENCY AGENCIES SHALL BE NOTIFIED A MINIMUM OF 24 HOURS PRIOR TO ANY CLOSING OF STREETS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION SURVEYING AND LAYOUT WITH CONTROL PROVIDED BY THE DESIGN ENGINEER OR HIS DESIGNEE.
15. THE CONTRACTOR IS RESPONSIBLE FOR QUALITY CONTROL MEASURES SUFFICIENT TO PRODUCE MATERIALS AND WORKMANSHIP OF ACCEPTABLE QUALITY. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL SUBMIT A QUALITY CONTROL PLAN. THE CONTRACTOR AT HIS OWN EXPENSE SHALL PROVIDE AN INDEPENDENT GEOTECHNICAL FIRM TO PERFORM QUALITY CONTROL TESTING SUCH AS SOILS AND CONCRETE TESTING, AND FULL TIME ASPHALTIC CONCRETE LAYDOWN COMPACTION TESTING AND ADEQUATE PLANT CONTROL FOR EACH PAVING DAY. THE TOWN, BY SEPARATE CONTRACT, WILL BE RESPONSIBLE FOR QUALITY ASSURANCE TESTING AS IT MAY DEEM NECESSARY.
16. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS OF TESTING AND INSPECTION, INCLUDING THE PRESENCE OF CITY INSPECTORS, REQUIRED AT NIGHT OR ON WEEKENDS.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RE-WORK AND/OR REMOVAL AND REPLACEMENT OF ALL MATERIALS REPRESENTED BY FAILING TESTS OR SUBSTANDARD WORKMANSHIP.
18. THE CONTRACTOR SHALL IMPLEMENT BEST-HOUSE-KEEPING MEASURES, AND EROSION AND SEDIMENT CONTROL MEASURES, TO PREVENT THE TRANSPORT OF THE CONSTRUCTION MATERIALS INTO DRAINAGE INLETS, STORM DRAIN MANHOLES, UTILITY STRUCTURES, OR ONTO ADJACENT STREETS AND PROPERTIES.
19. APPROVAL OF A PORTION OF THE WORK IN PROGRESS DOES NOT GUARANTEE ITS FINAL ACCEPTANCE. TESTING AND EVALUATION MAY CONTINUE UNTIL THE WRITTEN FINAL ACCEPTANCE OF A COMPLETE AND WORKABLE UNIT.
20. THE TOWN OF CHINO VALLEY MAY SUSPEND THE WORK BY WRITTEN NOTICE WHEN, IN ITS JUDGEMENT, PROGRESS IS UNSATISFACTORY, WORK BEING DONE IS UNAUTHORIZED OR DEFECTIVE, WEATHER CONDITIONS ARE UNSTABLE, OR THERE IS A DANGER TO THE PUBLIC HEALTH AND SAFETY.
21. ALL OBSTRUCTIONS IN THE RIGHT OF WAY SHALL BE REMOVED BEFORE ANY CONSTRUCTION IS PERMITTED.
22. REMOVAL OF STRUCTURES AND OBSTRUCTIONS AS NECESSARY TO COMPLETE THE WORK, OTHER THAN SPECIFICALLY SCHEDULED IN THE BID, IS INCIDENTAL TO THE CONTRACT. NO SEPARATE MEASUREMENT OF OR PAYMENT FOR UNSCHEDULED REMOVAL ITEMS WILL BE MADE.
23. CLEARING AND GRUBBING IS CONSIDERED INCIDENTAL TO THE WORK UNLESS SPECIFICALLY IDENTIFIED IN THE BID SCHEDULE. NO SEPARATE MEASUREMENT OF OR PAYMENT FOR CLEARING AND GRUBBING, AND TREE REMOVAL, WILL BE MADE. THE SITE OF ALL EXCAVATION, EMBANKMENTS, AND FILLS SHALL FIRST BE CLEARED OF STUMPS, TRASH, WEEDS, RUBBISH, TOPSOIL, AND LOOSE BOULDERS WHICH SHALL BE REMOVED AND DISPOSED OF. PRIOR TO BIDDING THE CONTRACTOR MUST SATISFY HIMSELF REGARDING THE CHARACTER OF THE SUBSOILS TO INCLUDE THE AMOUNT OF LOAM, CLAY, SAND, QUICKSAND, HARDPAN, GRAVEL, ROCK, WATER, AND ALL OTHER MATERIAL TO BE ENCOUNTERED AND WORK TO BE PERFORMED.
24. THE CONTRACTOR SHALL GUARD AGAINST DAMAGE DURING CONSTRUCTION TO EXISTING PROPERTIES AND IMPROVEMENTS. ANY ITEMS DAMAGED BY THE CONTRACTOR'S ACTIVITIES SHALL BE REPLACED IN KIND OR BETTER AT THE CONTRACTOR'S EXPENSE.
25. THE CONTRACTOR SHALL KEEP SUITABLE EQUIPMENT ON HAND AT THE JOBSITE FOR MAINTENANCE DUST CONTROL, AND SHALL CONTROL DUST AS DIRECTED BY THE APPROPRIATE AGENCY.
26. STREET AND TRAFFIC SIGNS SHALL BE RELOCATED BY THE CONTRACTOR IF NECESSARY, AT THE DIRECTION OF THE PUBLIC WORKS DIRECTOR.
27. BACKFILL COMPACTION SHALL BE TYPE 1 (MAG, SECTION 601) UNLESS OTHERWISE NOTED.
28. AGGREGATE BASE COURSE SHALL NOT BE PLACE ON SUBGRADE UNTIL THE SUBGRADE REQUIREMENTS HAVE BEEN ACHIEVED.
29. NO PAVING CONSTRUCTION SHALL BE STARTED UNTIL ALL UNDERGROUND UTILITIES WITHIN THE ROADWAY PRISM ARE VERIFIED FOR DETAIL CONFORMANCE, COMPLETED AND TESTED (TO INCLUDE BUT NOT LIMITED TO) SEWER TESTING, LOW AIR TESTING OF MAIN LINE AND SERVICES, TRACE WIRE TESTING, DEFLECTION TESTING AND VERIFICATION OF MANHOLES CONFORMING TO COP DETAIL 420P, WATER TESTING CHLORINATION/DISINFECTING OF MAIN LINE AND SERVICES, PRESSURE TESTING, TRACE WIRE TESTING AND VERIFICATION OF VALVE BOXES, CONFORMING TO COP DETAIL 391P.
30. ALL ASPHALT CONCRETE PAVEMENT SHALL BE PER APPLICABLE MAG SPECIFICATIONS AS AMENDED BY THE TOWN OF CHINO VALLEY. ASPHALT CONCRETE MIX DESIGN SHALL BE SUBMITTED TO THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE FOR APPROVAL PRIOR TO START OF CONSTRUCTION.
31. ALL UTILITY FRAMES, COVERS, VALVE BOXES, MANHOLES, ETC. SHALL BE ADJUSTED TO FINISH ASPHALT GRADE AFTER PLACEMENT OF SURFACE COURSE BY THE CONTRACTOR PER COP STANDARD DETAILS.
32. ACCEPTANCE OF THE COMPLETED PAVING STRUCTURES WILL NOT BE GIVEN UNTIL REPRODUCIBLE "AS-BUILT" PLANS HAVE BEEN SUBMITTED BY THE CONTRACTOR AND APPROVED BY THE CITY.
33. ALL CONCRETE TO BE AT LEAST 4000 PSI CLASS "AA" PORTLAND CEMENT CONCRETE, UNLESS OTHERWISE SPECIFIED ON THE PLANS, SPECIFICATIONS, OR IN STANDARD DETAILS.
34. EDGES OF CONCRETE STRUCTURES TO HAVE A 3/4" CHAMFER, UNLESS OTHERWISE SPECIFIED ON THE PLANS.
35. CONCRETE SURFACES TO HAVE A BROOM FINISH UNLESS OTHERWISE NOTED ON THE PLANS.
36. ALL EXPANSION JOINTS TO BE SEALED WITH 1/2" EXPANSION JOINT, PRE-FORMED JOINT FILLER AND SEALER, IN ACCORDANCE WITH MAC SECTION 729.
37. DRIVEWAY ENTRANCES WILL BE LOCATED AS SPECIFIED ON THE PLANS UNLESS MODIFIED IN THE FIELD BY THE ENGINEER. ALL THE DRIVEWAY ENTRANCES SHALL BE CONSTRUCTED OVER 6" THICK AGGREGATE BASE COURSE PER MAG SPECIFICATION 702 AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY, UNLESS OTHERWISE NOTED.
38. ALL DISTURBED FENCES SHALL BE REPLACED IN KIND. CONTRACTOR SHALL EXTEND FENCE REPLACEMENT TO THE CLOSEST UPRIGHT SUPPORT NECESSARY FOR STABILITY.
39. MAILBOXES SHALL BE REMOVED AND REINSTALLED AS DIRECTED BY THE U.S. POSTAL SERVICE AND THE TOWN OF CHINO VALLEY. TEMPORARY LOCATIONS SHALL BE PER U.S.P.S.
40. NO JOB WILL BE CONSIDERED COMPLETE UNTIL ALL CURBS, PAVEMENT, AND SIDEWALKS HAVE BEEN SWEEP CLEAN OF ALL DIRT AND DEBRIS.
41. THE CONTRACTOR SHALL WARRANT ALL WORK FOR A MINIMUM TWO YEAR PERIOD AFTER FORMAL ACCEPTANCE OF THE WORK BY THE TOWN.
42. 4" MINIMUM OF ABC COMPACTED 95% PROCTOR SHALL BE UNDER ALL CURB & GUTTER, SIDEWALKS, AND ACCESSIBILITY RAMPS. 6" MINIMUM UNDER DRIVEWAYS.

EXISTING		PROPOSED	
	FOUND MONUMENT, AS NOTED		WATER METER
	WATER VALVE		WATER VALVE
	WATER METER		FIRE HYDRANT
	BACKFLOW PREVENTOR		PIPE PLUG
	FIRE HYDRANT		WATER VALVE
	TELCO PEDESTAL / PULL BOX		WATER LINE
	CABLE TV PEDESTAL / PULL BOX		SEWER LINE
	ELECTRICAL METER		SEWER MANHOLE
	SRP TRANSFORMER		
	PRIVATE IRRIGATION VALVE BOX		
	PRIVATE IRRIGATION VALVE BOX		
	ELECTRICAL MANHOLE		
	IRRIGATION MANHOLE		
	STORM DRAIN MANHOLE		
	SANITARY SEWER MANHOLE		
	TELEPHONE MANHOLE		
	POWER POLE (12kv, 69kv)		
	TURNING POLE (69kv)		
	DOWN GUY		
	TRANSFORMER		
	GAS VALVE		
	GAS METER		
	GAS REGULATOR		
	SIGN		
	STREET LIGHT		
	STREET LIGHT PULL BOX		
	PRIVATE LIGHT		
	DRY WELL		
	TRAFFIC SIGNAL PULL BOX		
	TRAFFIC SIGNAL POLE		
	FENCE		
	MASONRY WALL		
	EXISTING RISER		
	MARQUEE SIGN (PRIVATE)		
	TREE / TREE STUMP		
	VEGETATION		
	CURB & GUTTER		
	TELEPHONE		
	SANITARY SEWER		
	OVERHEAD ELECTRIC		
	UNDERGROUND ELECTRIC		
	ELECTRIC		
	WATER		
	STORM DRAIN		
	CABLE TELEVISION		
	IRRIGATION		
	FIBER OPTIC		
	OVERHEAD ELECTRIC AND TELEPHONE		
	UNDERGROUND CABLE		
	EXISTING CONTOUR LINES		

## ABBREVIATIONS

R/W	RIGHT-OF-WAY
COP	CITY OF PRESCOTT
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS
ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION
DE	DRAINAGE EASEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
BCHH	BRASS CAP IN HAND HOLE
C/L	CENTER LINE
S/L	SECTION LINE
FC	FACE OF CURB
NTS	NOT TO SCALE
AP	ANGLE POINT
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVT	POINT OF VERTICAL TANGENCY
RPM	RAISED PAVEMENT MARKING

1130 N Alma School Road  
Suite 120  
Mesa, AZ 85201  
T: 480.503.2950 | F: 480.503.2958  
www.epsgroupinc.com

Improvement Plans for W. Perkinsville Road - Phase 1

Notes Sheet

Project: 17-146.01

Revisions:

No.	Description

Call at least two full working days before you begin excavation.

**ARIZONA**

1-800-252-4777  
In Maricopa County: (602)63-1100

Designer: ZB  
Drawn by: RW

Professional Engineer (Civil)  
**CERTIFICATE NO.**  
75379  
RYAN V. MCKINIS  
Expires 06/30/2025  
ARIZONA, U.S.A.

Job No.  
**17-146.01**

Sheet No.  
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**VERTICAL CURB AND GUTTER (TYPE A)**

**ROLL CURB AND GUTTER (TYPE C)**

**RIBBON CURB (TYPE B)**

**NOTES: (TYPE A)**

- ALL EXPOSED SURFACES TO BE TROWEL FINISHED EXCEPT AS SHOWN. SEE SECT. 340.
- H=6" OR AS SPECIFIED ON PLANS.
- CONTRACTION JOINT SPACING 10' MAXIMUM.
- EXPANSION JOINTS AS PER SECT. 340.
- CLASS 'B' CONCRETE PER 725.
- WHEN THE ADJACENT PAVEMENT SECTION SLOPES AWAY FROM THE GUTTER, THE SLOPE OF THE GUTTER PAN SHALL MATCH PAVEMENT CROSS SLOPE.

**NOTES: (TYPE B)**

- CONSTRUCT CURB AND INSTALL 1/2" MASTIC EXPANSION JOINTS, A.S.T.M. D-1751, SECT. 340.
- BROOM FINISH ALL SURFACES.
- RIBBON CURB MAY SLOPE TOWARDS PAVEMENT OR PARKWAY AS INDICATED ON PLANS.
- CONTRACTION JOINT SPACING 10' MAXIMUM.
- CONCRETE SHALL BE CLASS 'B' PER SECT. 725 AND INSTALLED PER SECT. 505.

**NOTES: (C & D)**

- ALL WORK AND MATERIALS SHALL CONFORM TO SECT. 340, 505 AND 725. BROOM FINISH TO EXPOSED SURFACE.
- CONTRACTION JOINT SPACING 10' MAXIMUM.
- EXPANSION JOINTS AS PER SECT. 340.
- CLASS 'B' CONCRETE PER 725.

DETAIL NO. **220-1** STANDARD DETAIL **ENGLISH** CURB AND GUTTER TYPES A, B, C AND D REVISED 01-01-2021 DETAIL NO. **220-1**

**TYPE 'A'**

**TYPE 'B'**

**TYPICAL CURB TERMINATION**

**NOTES:**

- ALL VERTICAL SURFACES TO BE FORMED.
- VERTICAL SURFACES DOWN FROM 2" BELOW UNDISTURBED SOIL MAY BE PLACED AGAINST NEAT CUT IF APPROVED BY THE ENGINEER AND CONCRETE WILL NOT EXTEND MORE THAN 1" BEYOND THEORETICAL FACE.
- ALL EXPOSED SURFACES TO BE STRIPPED GREEN AND TROWEL FINISHED.
- CONCRETE CURBS CONFORM TO SECT. 340.
- MAXIMUM SPACING OF CONTRACTION JOINTS IS 10'.
- CONCRETE TO BE CLASS 'B' PER SECT. 725.
- WHEN PAVEMENT AND BASE COURSE EQUALS OR EXCEEDS 10" IN DEPTH, THE ENTIRE ROADWAY SIDE OF THE CURB SHALL BE FORMED. THE TOTAL CURB HEIGHT REMAINS 18" UNLESS NOTED OTHERWISE.

DETAIL NO. **222** STANDARD DETAIL **ENGLISH** SINGLE CURB - TYPES A, B AND TERMINATION REVISED 01-01-2008 DETAIL NO. **222**

**EXPANSION JOINT**

**CONTRACTION JOINT**

**NOTES:**

- SIDEWALK CONSTRUCTION SHALL CONFORM TO SECTION 340.
- EXPANSION JOINTS SHALL BE 1/2" BITUMINOUS TYPE PREFORMED EXPANSION JOINT FILLER, PER SECTION 725.
- LARGE AGGREGATE, IN CONTRACTION JOINT SHALL BE SEPARATED TO A DEPTH OF 1", FINISH DEPTH SHALL BE A MINIMUM OF 3/4".
- EXPANSION JOINTS SHALL CONFORM TO SECTION 340, BE INSTALLED PRIOR TO CONCRETE PLACEMENT, AND AT A MAXIMUM SPACING OF 50'.
- CONCRETE SHALL BE CLASS 'B' PER SECTION 725.
- WHEN SIDEWALK AND ADJACENT CURB ARE CONSTRUCTED MONOLITHICALLY, ALL EXPANSION AND CONTRACTION JOINTS SHALL EXTEND ACROSS THE CURB.

DETAIL NO. **230** STANDARD DETAIL **ENGLISH** SIDEWALKS REVISED 01-01-2014 DETAIL NO. **230**

**DUAL RAMP**

**SINGLE RAMP**

**SECTION A-A**

**NOTES:**

- CLASS 'A' CONCRETE PER SECTION 725, PC TO PT.
- CONSTRUCTION INCLUDING JOINTS AND MAXIMUM SLOPES SHALL CONFORM TO SECTION 340.
- WALKWAY SURFACE TO MATCH 1.5% SLOPE FROM TOP OF CURB.
- DETECTABLE WARNING IS TO COMPLY WITH THE JURISDICTIONAL AGENCY'S REQUIREMENTS.
- DISTANCE BETWEEN RAMPS MAY BE ADJUSTED TO IMPROVE ALIGNMENT WITH RECEIVING RAMP WHEN ALLOWED BY THE JURISDICTIONAL AGENCY.
- SPECIAL DESIGN IS REQUIRED FOR GUTTER GRADES GREATER THAN 2%.
- WING SLOPE SHALL NOT EXCEED 10% MEASURED PERPENDICULAR TO RAMP.
- RAMP ALIGNMENT SHOULD CONNECT CONTROL POINT TO CONTROL POINT OF RECEIVING RAMP WITHIN 8 FEET.

DETAIL NO. **237-2** STANDARD DETAIL **ENGLISH** 25' - 35' R - DIRECTIONAL CURB RAMP DETACHED SIDEWALK REVISED 01-01-2018 DETAIL NO. **237-2**

**DRIVEWAY WITH DETACHED SIDEWALK**

**SECTION A-A**

**NOTES:**

- DEPRESSED CURB SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR THE TYPE OF CURB USED AT THAT LOCATION.
- CONTRACTION JOINT ON D/W CENTERLINE.
- CONTRACTION JOINT ON D/W CENTERLINE.
- 1/2"-INCH EXPANSION JOINTS SHALL COMPLY WITH SECTION 340.
- BACK OF CURB - CONSTRUCTION JOINT.
- CONCRETE CLASS AS NOTED IN TABLE.
- SUBGRADE PREPARATION, SECT. 301.
- FLOW LINE OF GUTTER.
- DEPRESSED CURB.
- SECT. A-A AND ELEVATION: D/W SHOWN WITH VERTICAL CURB AND GUTTER, ROLL TYPE CURB AND GUTTER TREATED SIMILARLY.
- ROUGH BROOM FINISH FULL WIDTH OF RAMP AND WINGS.
- TROWEL AND USE LIGHT HAIR BROOM FINISH FOR WALKWAY AREA.
- DRIVEWAY ENTRANCE WIDTH IS THE DRIVEWAY WIDTH PLUS ADDITIONAL WIDENING REQUIRED BY THE LOCAL JURISDICTION.
- ELEVATION AT TOP OF DRIVEWAY RAMP SHALL BE EQUAL TO OR HIGHER THAN NORMAL CURB ELEVATION.

COMMERCIAL AND INDUSTRIAL				
DRIVEWAY ENTRANCE WIDTH	MIN.	MAX.	CLASS	DEPTH 'X'
COMMERCIAL	*16'	40'	A	9"
INDUSTRIAL	*16'	40'	A	9"
*24' MIN. FOR TWO WAY TRAFFIC				
RESIDENTIAL				
DRIVEWAY ENTRANCE WIDTH	MIN.	MAX.	CLASS	DEPTH 'X'
MAJOR STREET	*16'	30'	B	5"
COLLECTOR STREET	*12'	30'	B	5"
LOCAL STREET	*12'	30'	B	5"
*16' DESIRABLE				

DETAIL NO. **250-1** STANDARD DETAIL **ENGLISH** DRIVEWAY ENTRANCES WITH DETACHED SIDEWALK REVISED 01-01-2014 DETAIL NO. **250-1**

**DRIVEWAY WITH SIDEWALK ATTACHED TO CURB**

**SECTION A-A**

**NOTES:**

- DEPRESSED CURB SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR THE TYPE OF CURB USED AT THAT LOCATION.
- CONTRACTION JOINT(S) FOR DRIVEWAY ENTRANCE: WIDTH LESS THAN 22' NONE REQUIRED; WIDTH GREATER THAN 22' AND LESS THAN 30' LOCATE SINGLE JOINT ON D/W CENTERLINE; WIDTH OF 30' OR GREATER LOCATE TWO JOINTS TO EQUALLY DIVIDE THE DRIVEWAY ENTRANCE WIDTH.
- DETAIL GEOMETRICS ARE BASED ON A CURB HEIGHT OF SIX INCHES (6"). AN ATTACHED SIDEWALK WIDTH OF FIVE FEET (5') AND A DRIVEWAY RAMP LENGTH NOT EXCEEDING SIX FEET (6') GEOMETRIC MODIFICATIONS MAY BE REQUIRED WHEN CONDITIONS ARE MODIFIED.
- 1/2"-INCH EXPANSION JOINTS SHALL COMPLY WITH SECTION 340.
- BACK OF CURB - CONSTRUCTION JOINT.
- CONCRETE CLASS AS NOTED IN TABLE. CONCRETE PER SECTION 725.
- SUBGRADE PREPARATION, SECT. 301.
- FLOW LINE OF GUTTER.
- DEPRESSED CURB.
- SECT. A-A AND ELEVATION: D/W SHOWN WITH VERTICAL CURB AND GUTTER, ROLL TYPE CURB AND GUTTER TREATED SIMILARLY.
- ROUGH BROOM FINISH FULL WIDTH OF RAMP AND WINGS.
- TROWEL AND USE LIGHT HAIR BROOM FINISH FOR WALKWAY AREA.
- DRIVEWAY ENTRANCE WIDTH IS THE DRIVEWAY WIDTH PLUS ADDITIONAL WIDENING REQUIRED BY THE LOCAL JURISDICTION.
- ELEVATION AT TOP OF DRIVEWAY RAMP SHALL BE EQUAL TO OR HIGHER THAN NORMAL CURB ELEVATION.

COMMERCIAL AND INDUSTRIAL				
DRIVEWAY ENTRANCE WIDTH	MIN.	MAX.	CLASS	DEPTH 'X'
COMMERCIAL	*16'	40'	A	9"
INDUSTRIAL	*16'	40'	A	9"
*24' MIN. FOR TWO WAY TRAFFIC				
RESIDENTIAL				
DRIVEWAY ENTRANCE WIDTH	MIN.	MAX.	CLASS	DEPTH 'X'
MAJOR STREET	*16'	30'	B	5"
COLLECTOR STREET	*12'	30'	B	5"
LOCAL STREET	*12'	30'	B	5"
*16' DESIRABLE				

DETAIL NO. **250-2** STANDARD DETAIL **ENGLISH** DRIVEWAY ENTRANCES WITH SIDEWALK ATTACHED TO CURB REVISED 01-01-2013 DETAIL NO. **250-2**

**DRY BARREL FIRE HYDRANT INSTALLATION**

**NOTES:**

- JOINTS BETWEEN THE VALVE AND THE MAIN SHALL BE FLANGED TYPE. JOINTS BETWEEN THE VALVE AND HYDRANT SHALL BE RESTRAINT OR MECHANICAL TYPE.
- RESTRAINTS SHALL BE MECHANICAL RESTRAINT OR THRUST BLOCK PER DETAIL 360.
- A FLANGE JOINT BY MECHANICAL JOINT VALVE SHALL BE USED AS THE TRANSITION BETWEEN THE JOINT TYPES.
- PIPING BETWEEN WATER VALVE AND HYDRANT SHALL BE DUCTILE IRON.
- SEE DETAIL 362 FOR LOCATION OF HYDRANT.
- PUMPER CONNECTION SHALL FACE THE STREET.
- NO VALVES ARE TO BE LOCATED IN CURB.
- NATIONAL STANDARD THREADS REQUIRED ON ALL CONNECTIONS UNLESS OTHERWISE DIRECTED.
- SEE DETAIL 360-3 FOR CONCRETE PAD.
- CONTRACTOR TO VERIFY CORRECT COLOR WITH AGENCY REQUIREMENTS. ALL NEW FIRE HYDRANTS SHALL BE FACTORY PAINTED ONLY AND IN NEW CONDITION. ANY NEW OR RELOCATED FIRE HYDRANTS REQUIRING PAINT TOUCH-UP SHALL BE DONE USING THE MANUFACTURER'S SPECIFIED SYSTEM AND INSTRUCTIONS.
- SEE SECTION 756 FOR HYDRANT MATERIAL.

DETAIL NO. **360-1** STANDARD DETAIL **ENGLISH** DRY BARREL FIRE HYDRANT INSTALLATION REVISED 01-01-2019 DETAIL NO. **360-1**

**TYP MAIN CONNECTION (PREFERRED)**

**ALT MAIN CONNECTION**

**CONCRETE PAD LOCATION DETAIL**

**OFFSET FITTINGS**

**NOTES:**

- CONCRETE FOR PAD SHALL BE CLASS 'A'.
- SCORE LINE SHALL BISECT CONCRETE PAD AT MID POINT OF ALL SIDES.
- CONCRETE COLOR SHALL MATCH ADJACENT CONCRETE. THE FINISHED CONCRETE SURFACE SHALL HAVE A ROUGH BROOM FINISH (SURFACE ONLY).
- MULTIPLE OFFSET FITTINGS SHALL NOT BE ALLOWED.
- MINIMUM 36" CLEARANCE PER NFPA-24 AROUND FIRE HYDRANT.
- 1/2" BITUMINOUS EXPANSION SHALL BE PLACED AROUND THE BARREL OF THE FIRE HYDRANT AT THE CONCRETE PAD.

DETAIL NO. **360-3** STANDARD DETAIL **ENGLISH** FIRE HYDRANT INSTALLATION DETAILS REVISED 01-01-2013 DETAIL NO. **360-3**

**TYPE 'A'**

**TYPE 'B'**

**VIEW A-A**

**NOTES:**

- VALVE BOX SHALL BE ADJUSTED TO THE FINISHED GRADE PRIOR TO PLACEMENT OF CONCRETE.
- USE DEEP SKIRTED LID (4" OR MORE) TYPE, SLIDING ADJUSTABLE CAST IRON VALVE BOX C.I. MIN. 30,000 P.S.I.
- GROUND BELOW THE CONCRETE RISER PAD TO BE COMPACTED 95% MAXIMUM DENSITY.
- OUT RISER PIPE TO LENGTH IN FIELD. CAUTION: IF EXISTING RISER IS ASBESTOS-CEMENT PIPE (ACP) FOLLOW OSHA GUIDELINES FOR WORKING WITH ACP.
- #4 REINFORCING STEEL HOOP EQUALLY CENTERED HORIZONTALLY & VERTICALLY.
- CONCRETE SHALL BE CLASS 'AA' PER SECTION 725.
- WATER VALVE EXTENSIONS SHALL BE INSTALLED WHEN THE DIMENSION FROM FINISH GRADE TO THE TOP OF THE OPERATING NUT EXCEEDS 5 FEET. SEE DETAIL 393 FOR VALVE EXTENSION.

DETAIL NO. **391-1** STANDARD DETAIL **ENGLISH** VALVE BOX INSTALLATION AND GRADE ADJUSTMENT REVISED 01-01-2018 DETAIL NO. **391-1**

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Improvement Plans for  
**W. Perkinsville Road - Phase I**  
Chino Valley, AZ

Project:

Revisions:

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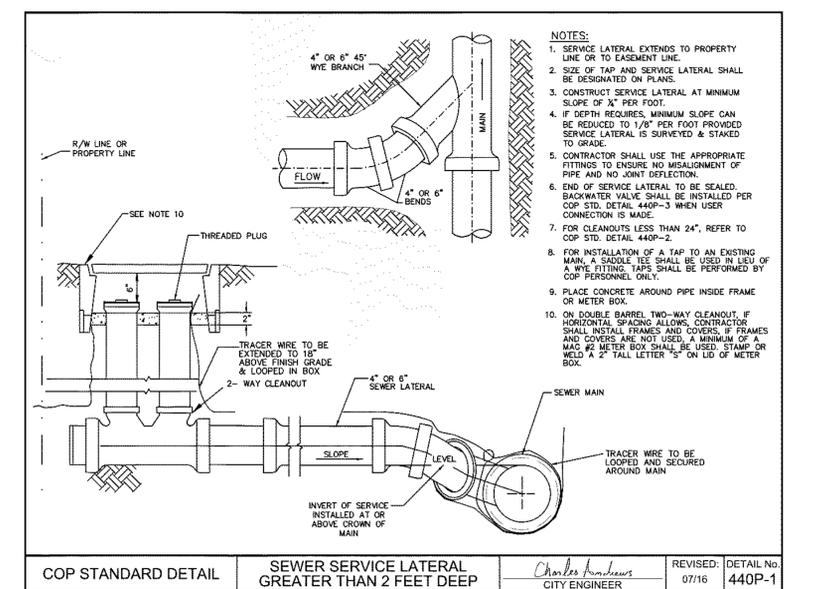
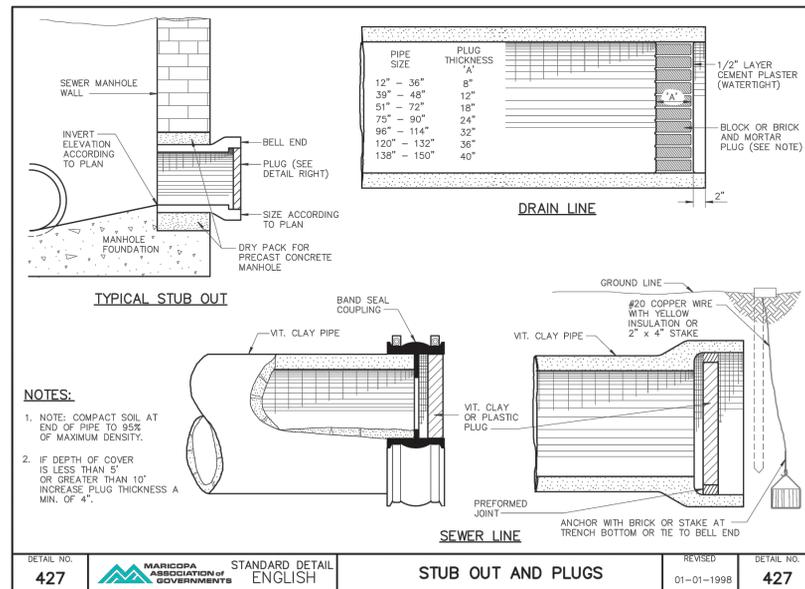
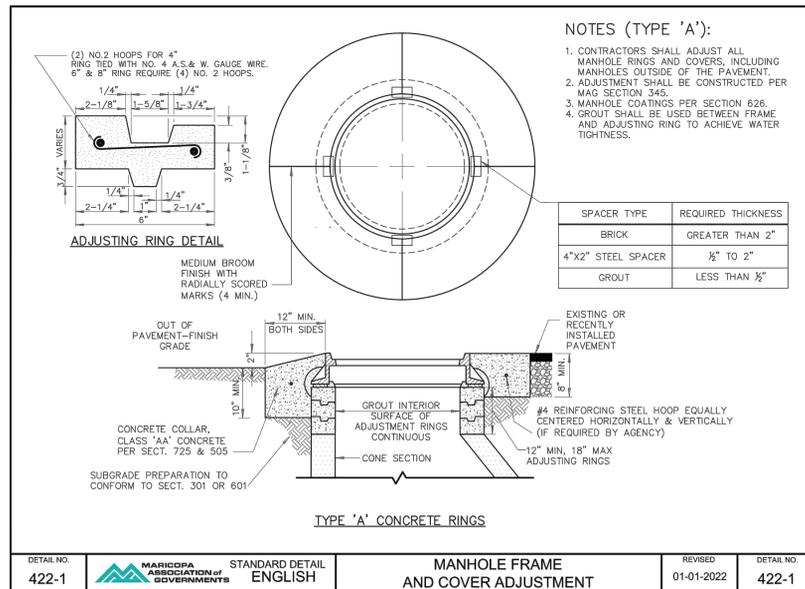
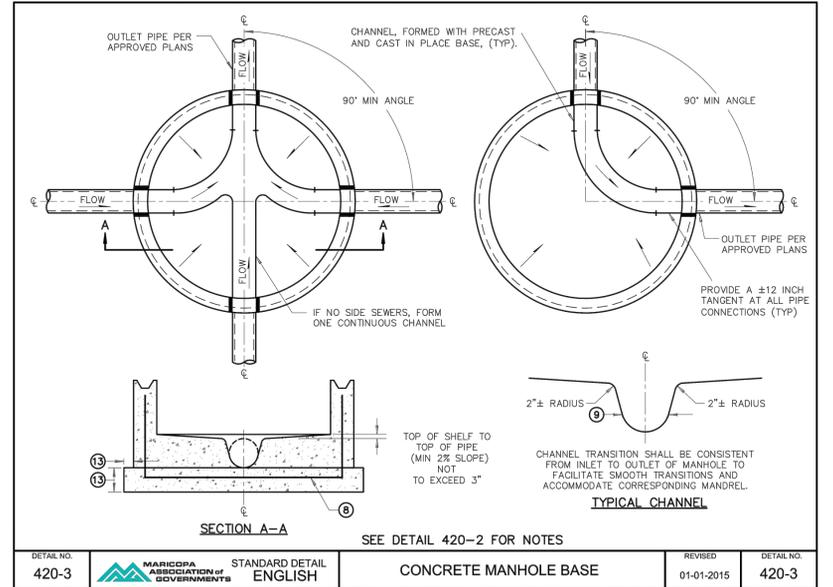
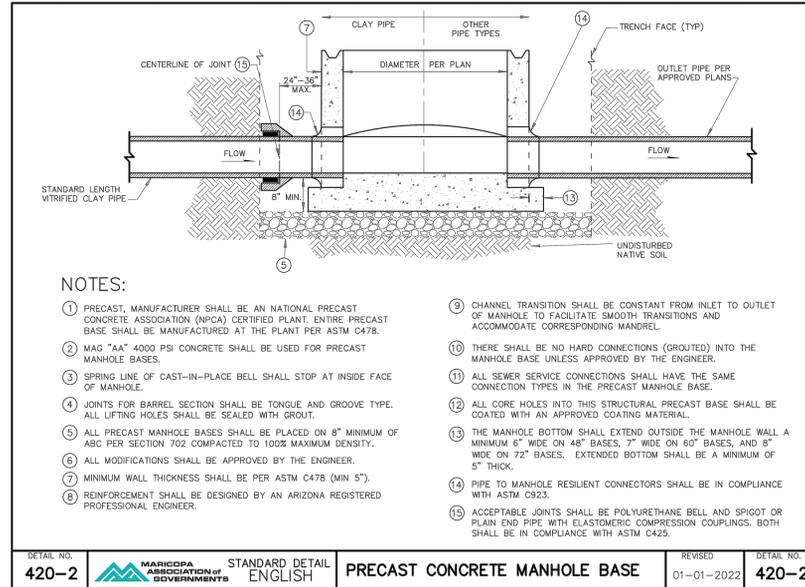
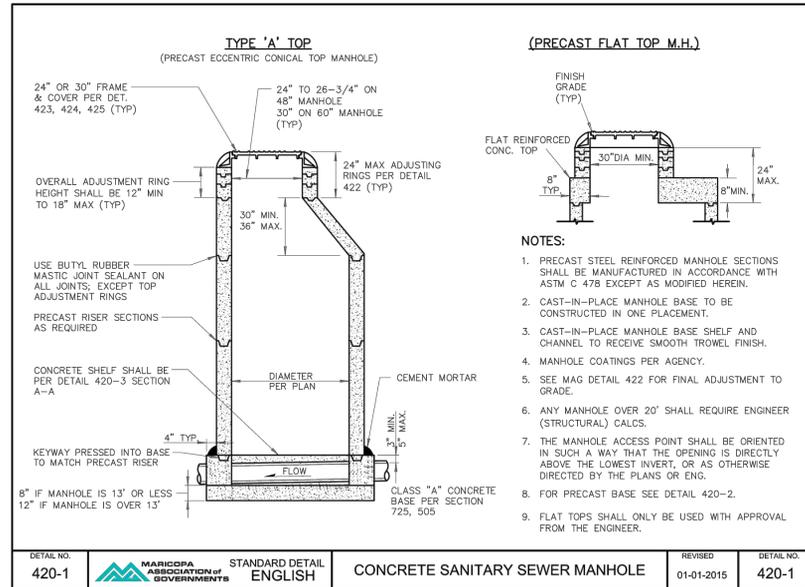
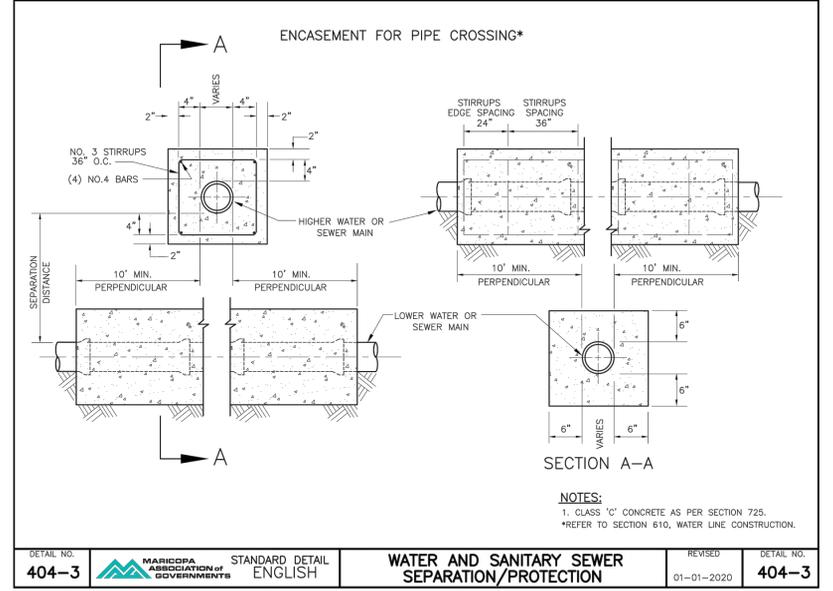
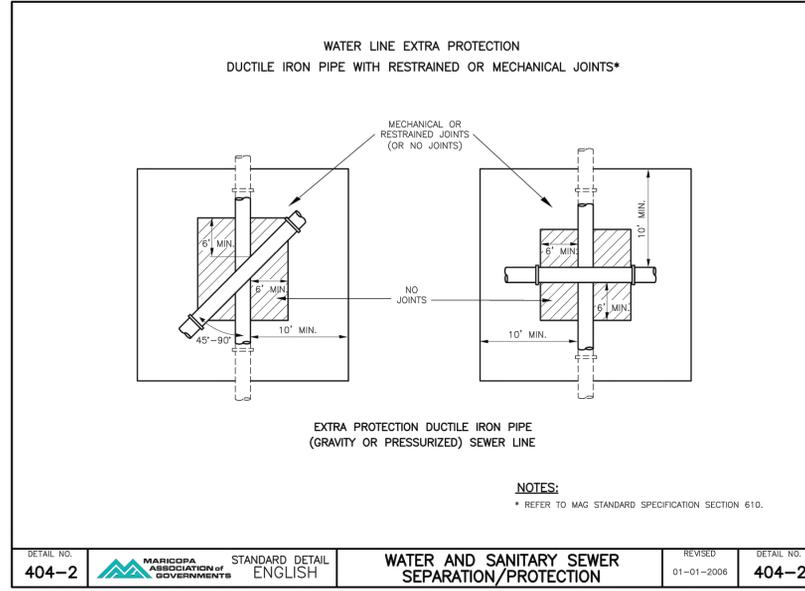
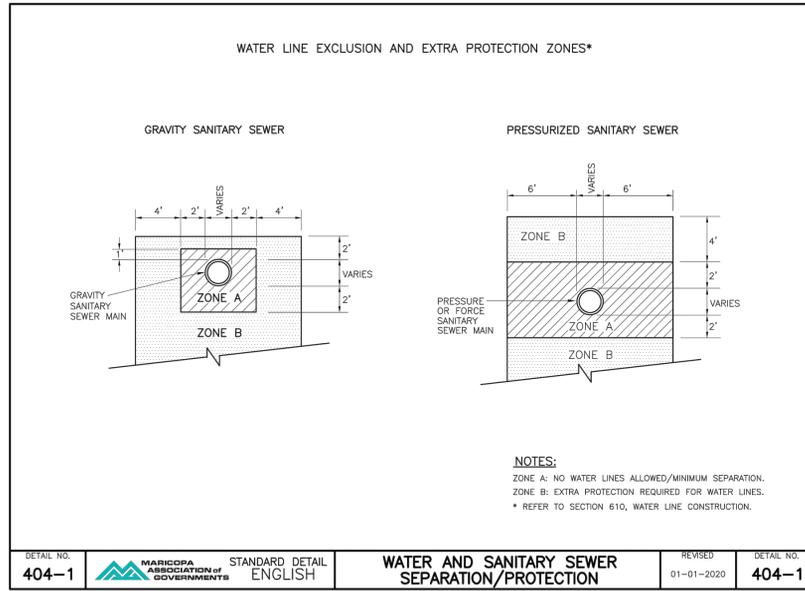
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Drawn by: **RW**

Professional Engineer (PE)  
75379  
RYAN V. MCKINNIS  
ARIZONA, U.S.A.

Job No.  
**17-146.01**

**DT02**

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Improvement Plans for  
**W. Perkinsville Road - Phase I**  
 Chino Valley, AZ

Project:

Revisions:

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**ARIZONA**  
 REGISTERED PROFESSIONAL ENGINEER  
 IN THE STATE OF ARIZONA (002263-1100)

Designer: ZB  
 Drawn by: RW

Professional Engineer  
 CERTIFICATE NO. 75379  
 RYAN V. MCKINIS  
 CHINO VALLEY, ARIZONA, U.S.A.

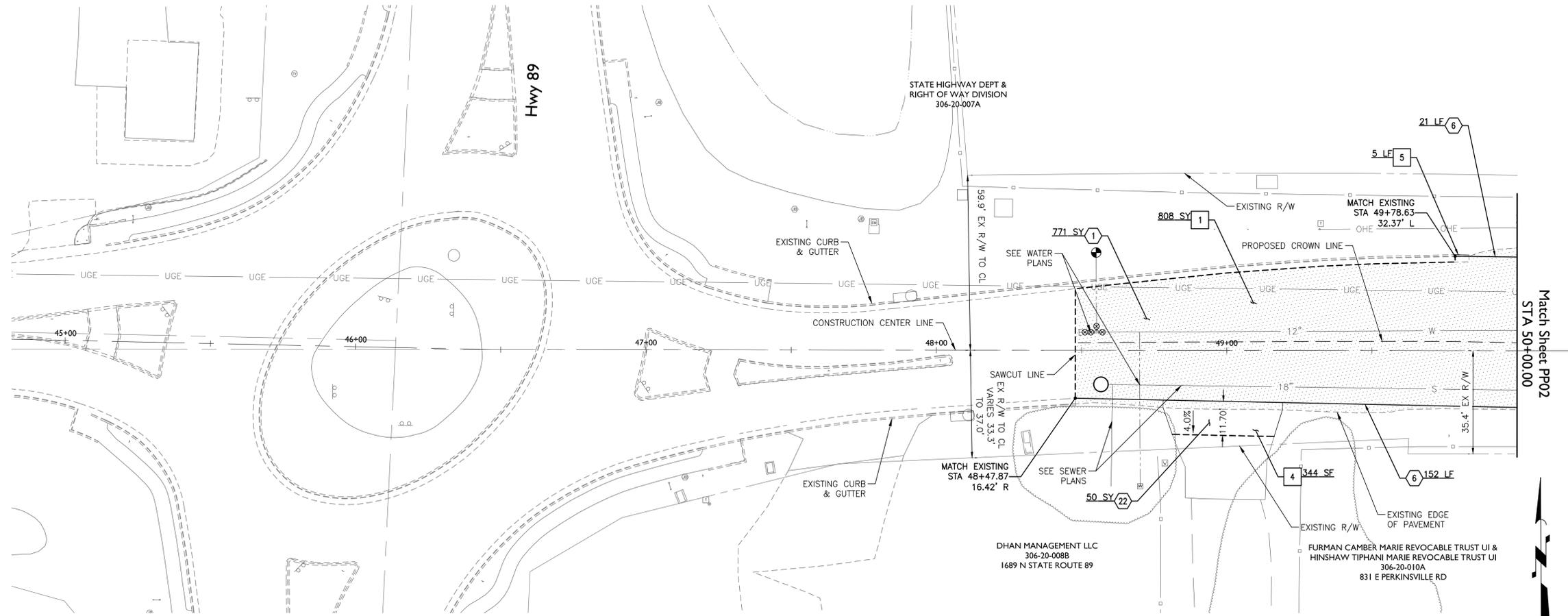
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**DT03**

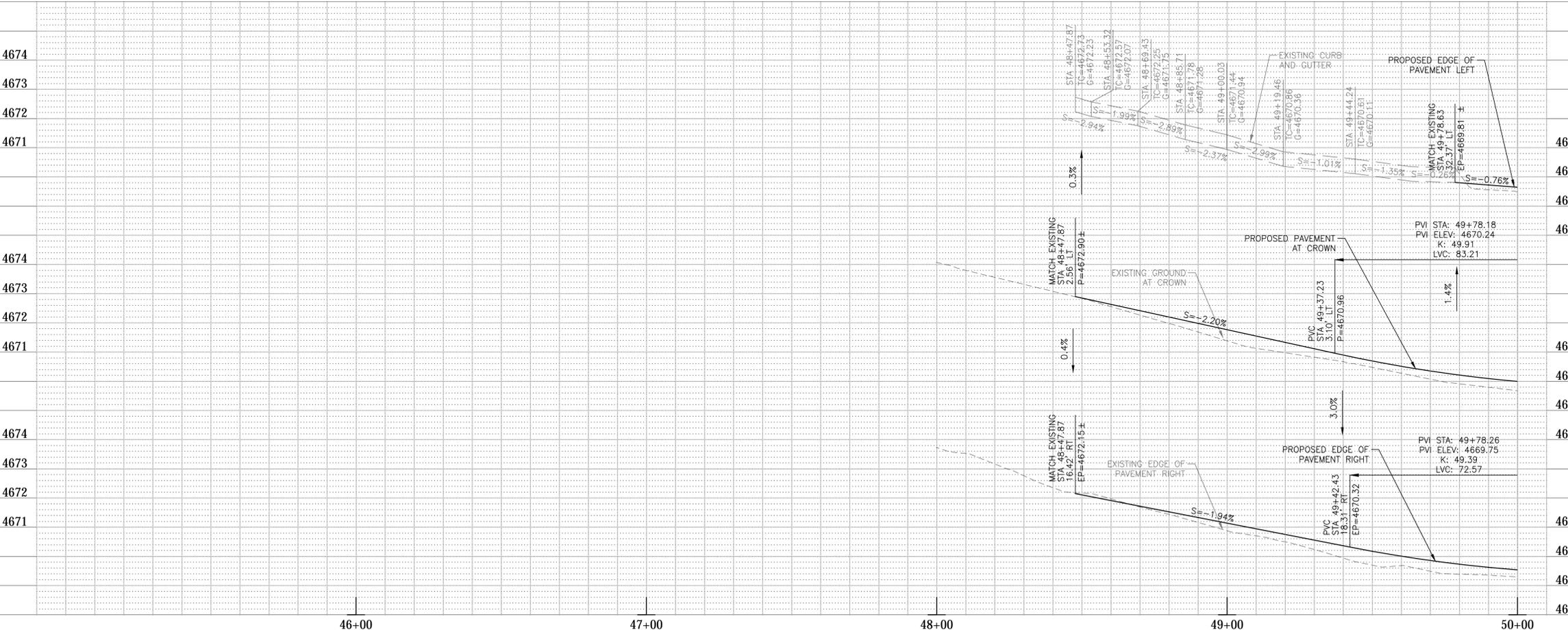
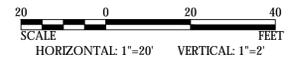
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17-146.01 - Improvement Plans for W. Perkinsville Road

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# W. Perkinsville Road



CONSTRUCTION NOTES		
PAVING NOTES		
1	Prepare Subgrade and Install 5" AC Pavement over 12" ABC per Structural Section #1, Sheet DT01	771 SY
6	Thickened Edge per MAG Detail 201, Type A	173 LF
22	Prepare Subgrade and Install Class AA Concrete With A Depth of 9"	50 SY
REMOVAL NOTES		
1	Sawcut & Remove Pavement Section	808 SY
4	Remove Concrete (Sidewalk, Driveway, Apron)	344 SF
5	Remove Concrete Curb and Gutter	5 LF

**REMOVAL LEGEND**

REMOVE PAVEMENT SECTION

**Improvement Plans for W. Perkinsville Road**  
Chino Valley, AZ

**Temporary Paving Plan & Profile**

Professional Engineer  
REGISTRATION CERTIFICATE NO. 75379  
RYAN V. MCKINNIS  
P.E. LICENSED IN THE STATE OF ARIZONA, U.S.A.

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Arizona Home Safety, Inc.  
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)  
In Maricopa County: (602)263-1100

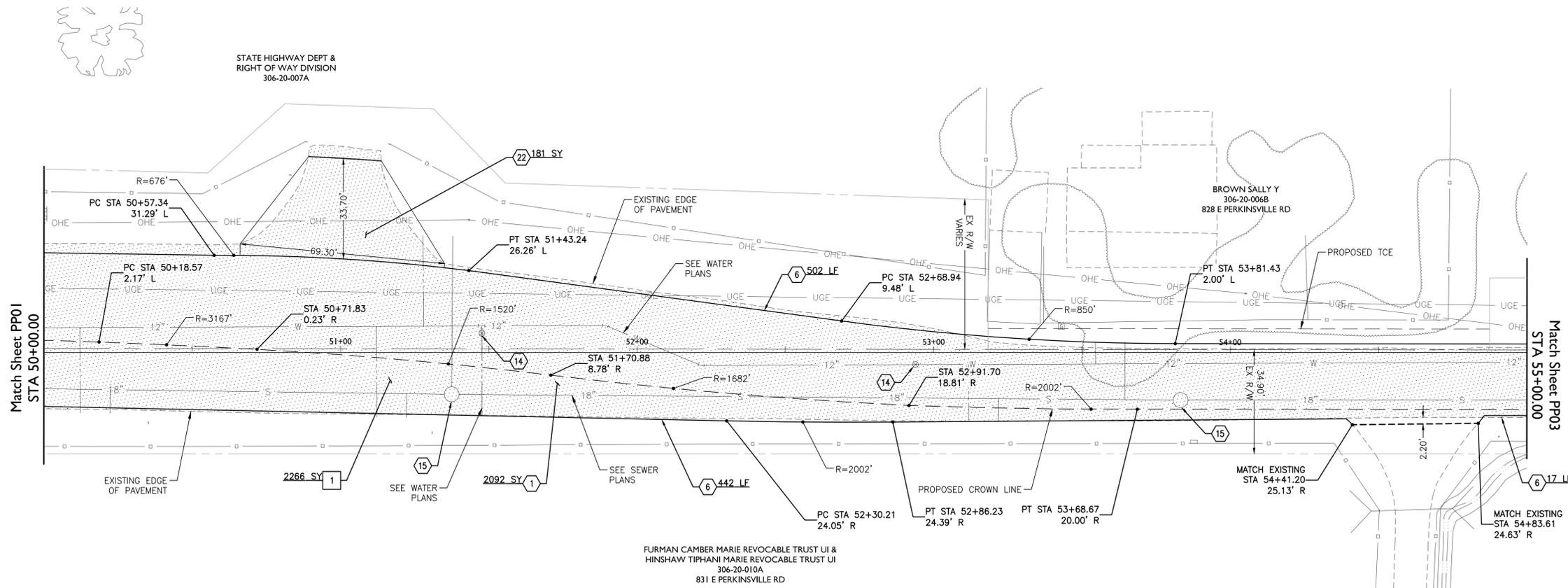
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Drawn by: RW  
Dwg No. PP01

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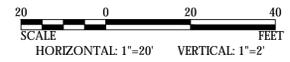
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# 17-146.01 - Improvement Plans for W. Perkinsville Road

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## W. Perkinsville Road



CONSTRUCTION NOTES		
PAVING NOTES		
1	Prepare Subgrade and Install 5" AC Pavement over 12" ABC per Structural Section #1, Sheet DT01	2092 SY
6	Thickened Edge per MAG Detail 201, Type A	961 LF
14	Adjust Valve to Grade per MAG Detail 391-1	2 EA
15	Adjust Manhole to Grade per MAG Detail 422	2 EA
22	Prepare Subgrade and Install Class AA Concrete With A Depth of 9"	181 SY
REMOVAL NOTES		
1	Sawcut & Remove Pavement Section	2266 SY

REMOVAL LEGEND	
	REMOVE PAVEMENT SECTION

### Improvement Plans for W. Perkinsville Road

Chino Valley, AZ

## Temporary Paving Plan & Profile

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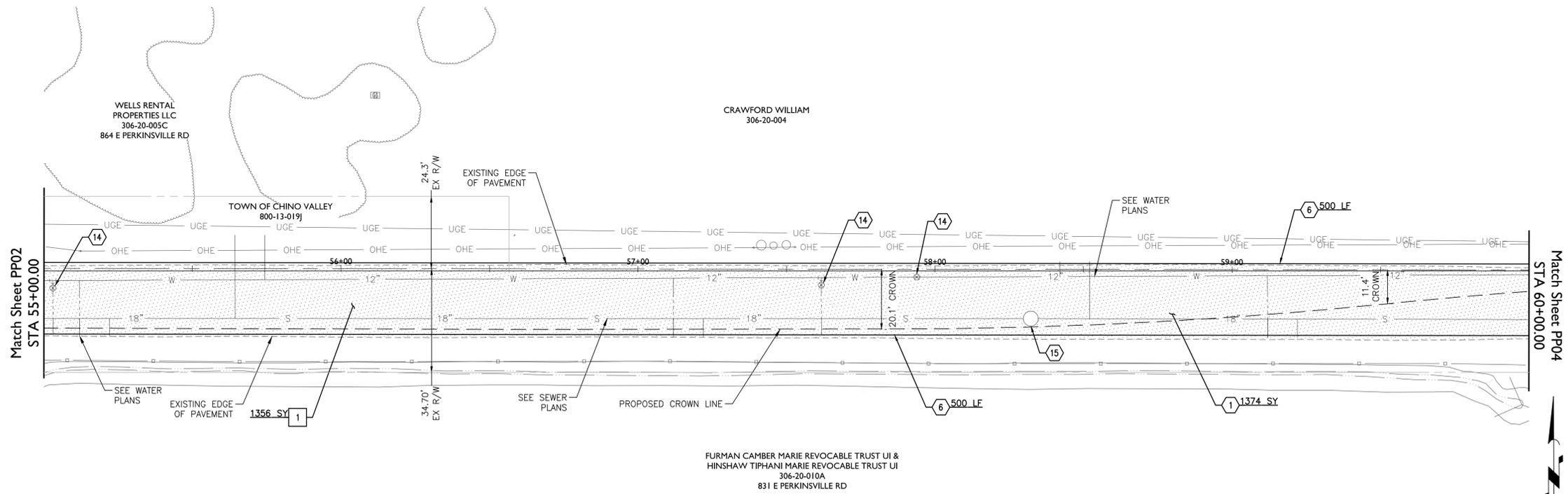
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Job No. 17-146.01  
Dwg No. PP02

Sheet No. **9**  
of 25

# 17-146.01 - Improvement Plans for W. Perkinsville Road

## W. Perkinsville Road



CONSTRUCTION NOTES		
PAVING NOTES		
1	Prepare Subgrade and Install 5" AC Pavement over 12" ABC per Structural Section #1, Sheet DT01	1374 SY
6	Thickened Edge per MAG Detail 201, Type A	1000 LF
14	Adjust Valve to Grade per MAG Detail 391-1	3 EA
15	Adjust Manhole to Grade per MAG Detail 422	1 EA
REMOVAL NOTES		
1	Sawcut & Remove Pavement Section	1356 SY



REMOVAL LEGEND	
	REMOVE PAVEMENT SECTION

### Improvement Plans for W. Perkinsville Road

Chino Valley, AZ

## Temporary Paving Plan & Profile

75379  
RYAN V. MCKINNIS  
Professional Engineer  
No. 75379  
State of Arizona

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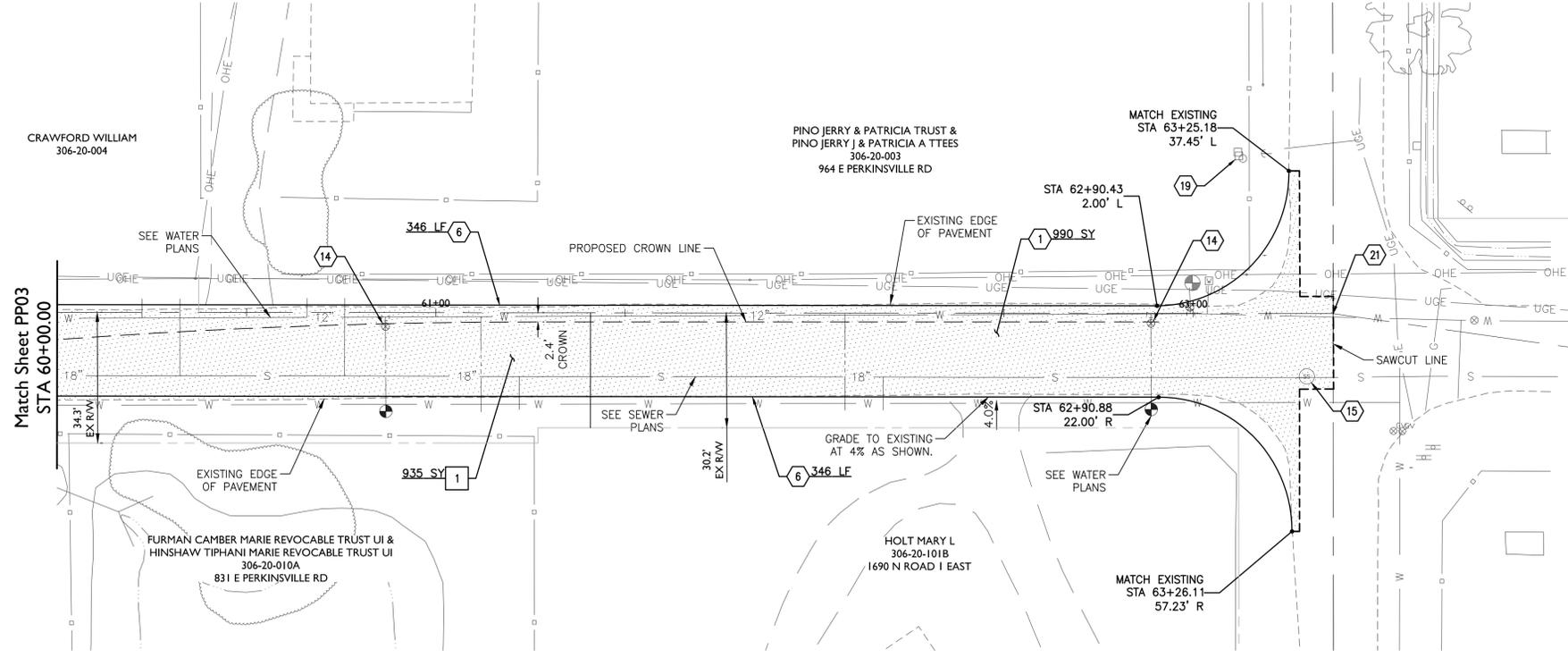
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Dwg No. PP03

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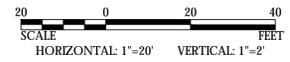
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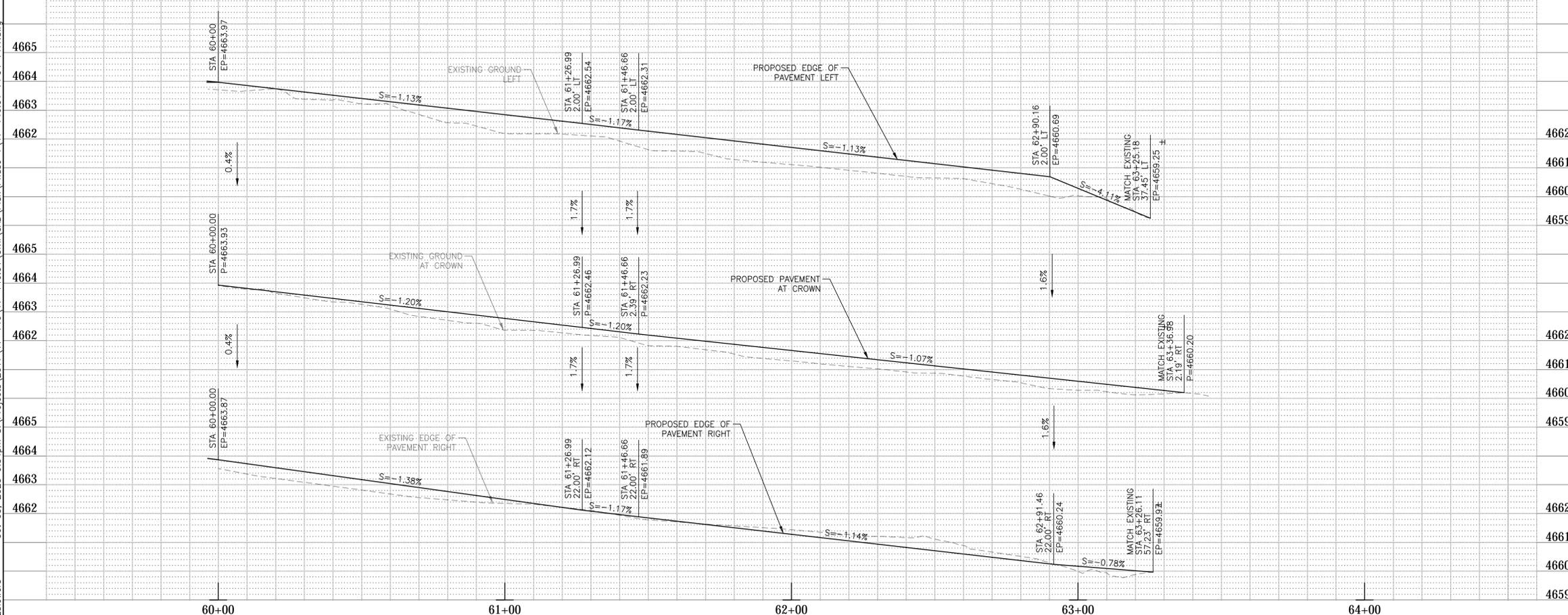
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# W. Perkinsville Road



CONSTRUCTION NOTES		
PAVING NOTES		
1	Prepare Subgrade and Install 5" AC Pavement over 12" ABC per Structural Section #1, Sheet DT01	990 SY
6	Thickened Edge per MAG Detail 201, Type A	692 LF
14	Adjust Valve to Grade per MAG Detail 391-1	2 EA
15	Adjust Manhole to Grade per MAG Detail 422	1 EA
19	Adjust Gas Service To Grade	1 EA
21	Contractor to Reset Benchmark and Provide A Stamped Brass Cap Identifiable By The Town and Others	1 EA
REMOVAL NOTES		
1	Sawcut & Remove Pavement Section	935 SY



REMOVAL LEGEND	
	REMOVE PAVEMENT SECTION

**Improvement Plans for W. Perkinsville Road**  
Chino Valley, AZ

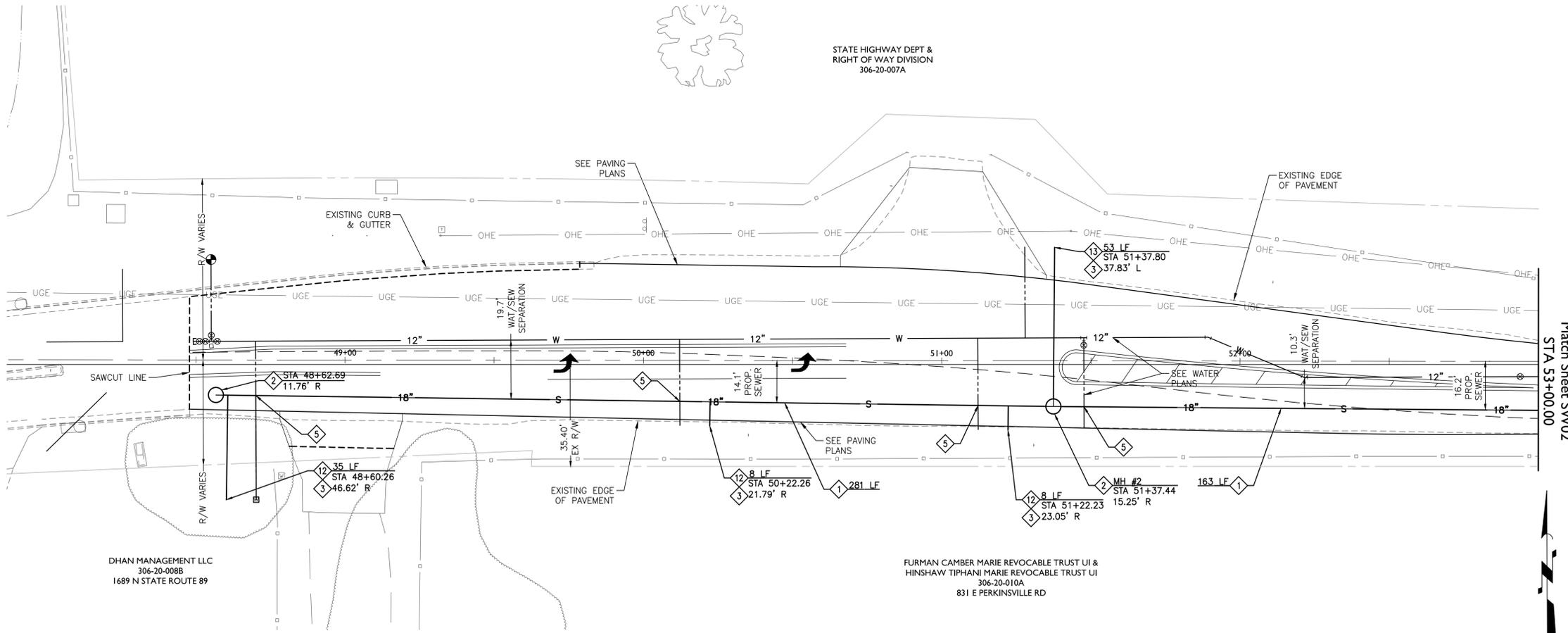
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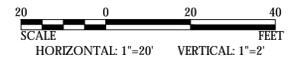
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RIGHT OF WAY DIVISION  
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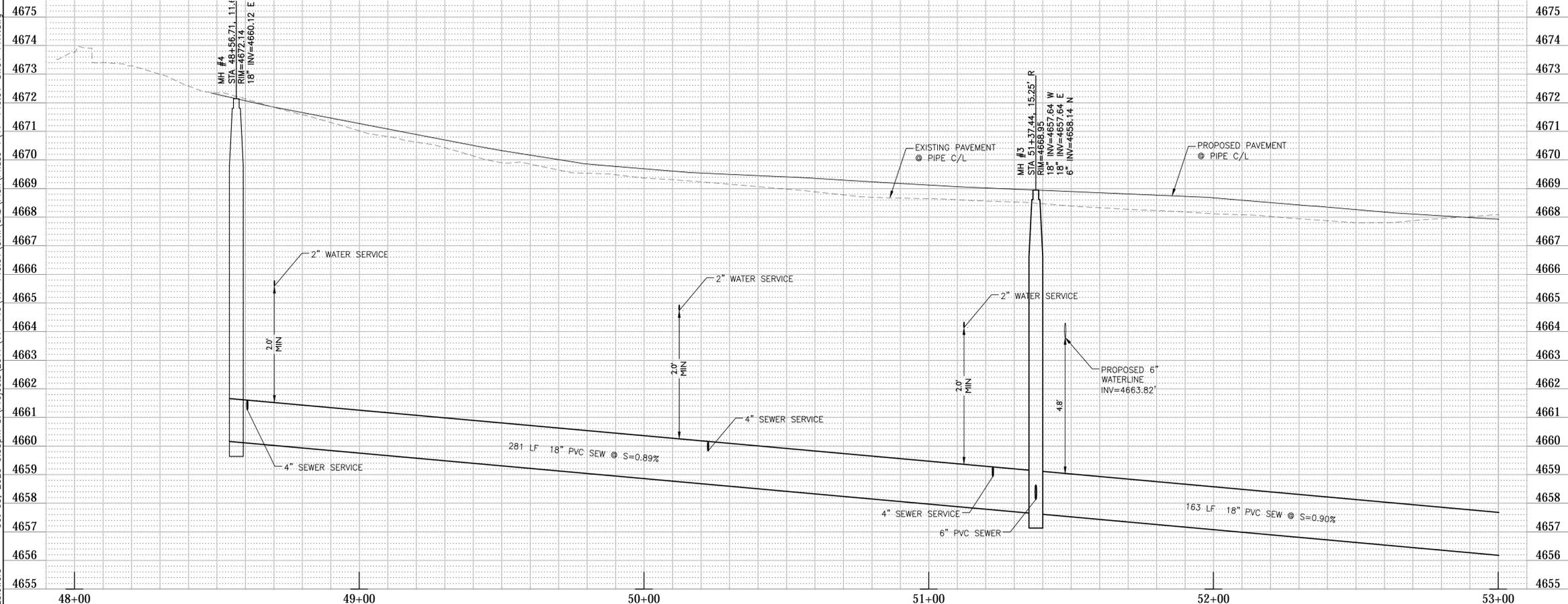
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306-20-008B  
1689 N STATE ROUTE 89

FURMAN CAMBER MARIE REVOCABLE TRUST UI &  
HINSHAW TIPHANI MARIE REVOCABLE TRUST UI  
306-20-010A  
831 E PERKINSVILLE RD

# W. Perkinsville Road



CONSTRUCTION NOTES		
SEWER NOTES		
1	18" PVC (SDR-35) Sanitary Sewer Line	444 LF
2	5' Diameter Manhole per MAG Std Dtls 420-1 to 420-3	2 EA
3	Sewer plug per MAG Std Dtl 427	4 EA
5	Water and Sanitary Sewer Separation and Protection per MAG Details 404-1 to 404-3	4 EA
12	4" PVC (SDR-26) Sanitary Sewer Service Line	51 LF
13	6" PVC (SDR-35) Sanitary Sewer Line	53 LF



**Improvement Plans for  
W. Perkinsville Road**  
Chino Valley, AZ

**Sewer Plan & Profile**

Professional Engineer No.  
**75379**  
**RYAN V. MCKINNIS**  
P.E. License No. 75379  
ARIZONA, U.S.A.

**EPS GROUP**

1130 N Alma School Road  
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Mesa, AZ 85201  
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www.epsgroupinc.com

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**ARIZONA 811**  
Arizona One-Call, Inc.  
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)  
In Maricopa County: (602)263-1100

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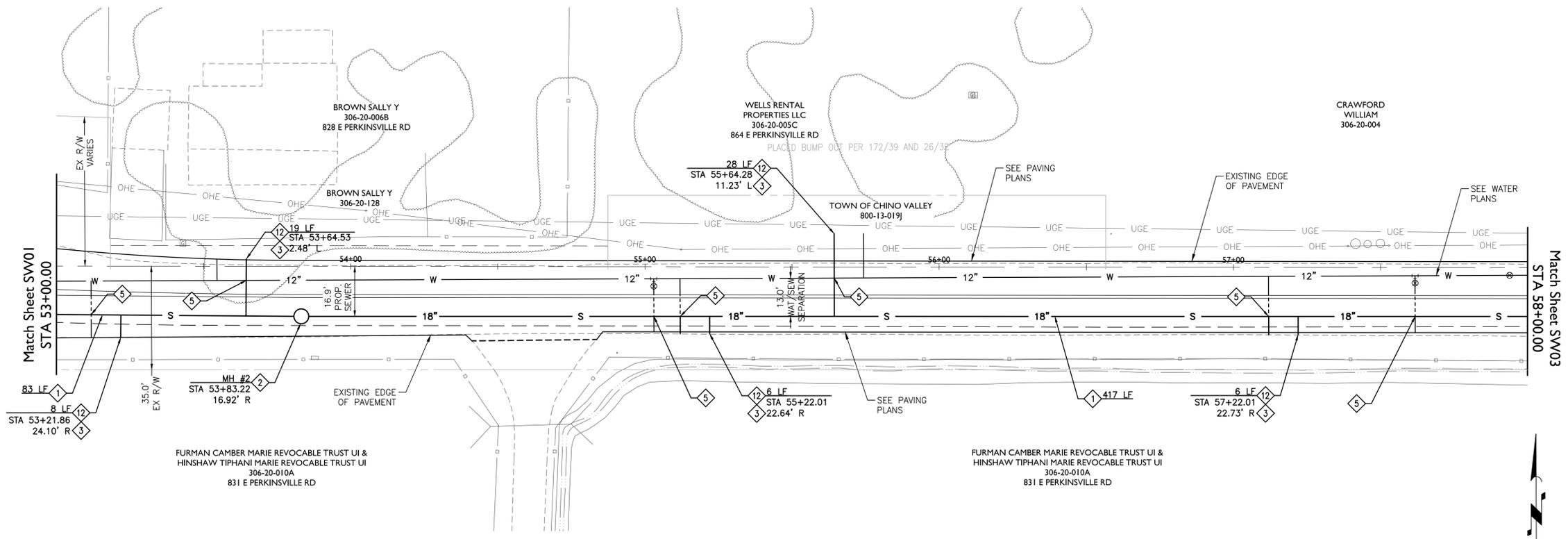
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Drawn by: RW  
Dwg No: **SW01**

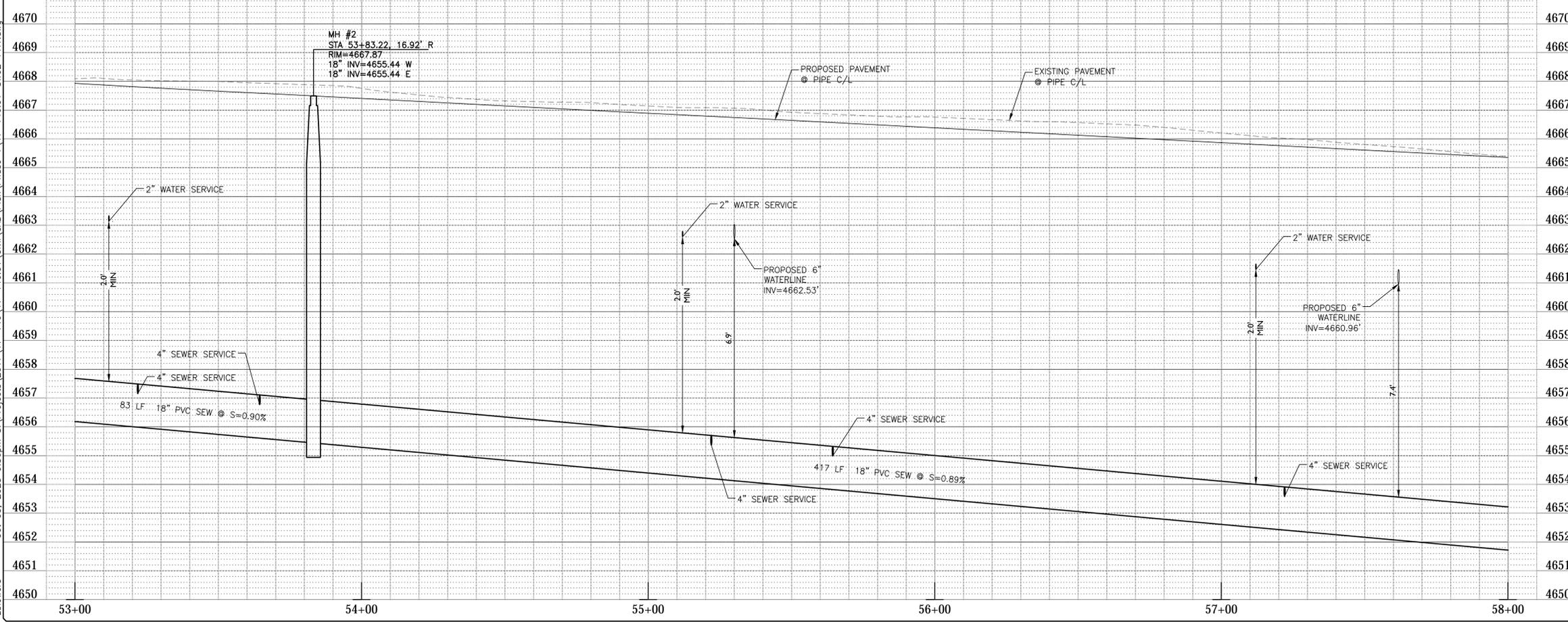
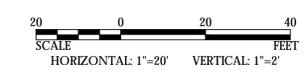
Sheet No. **12**  
of 25

17-146.01 - Improvement Plans for W. Perkinsville Road

# W. Perkinsville Road



CONSTRUCTION NOTES		
SEWER NOTES		
1	18" PVC (SDR-35) Sanitary Sewer Line	500 LF
2	5' Diameter Manhole per MAG Std Dtls 420-1 to 420-3	1 EA
3	Sewer plug per MAG Std Dtl 427	5 EA
5	Water and Sanitary Sewer Separation and Protection per MAG Details 404-1 to 404-3	7 EA
12	4" PVC (SDR-26) Sanitary Sewer Service Line	67 LF



### Improvement Plans for W. Perkinsville Road

Chino Valley, AZ

## Sewer Plan & Profile

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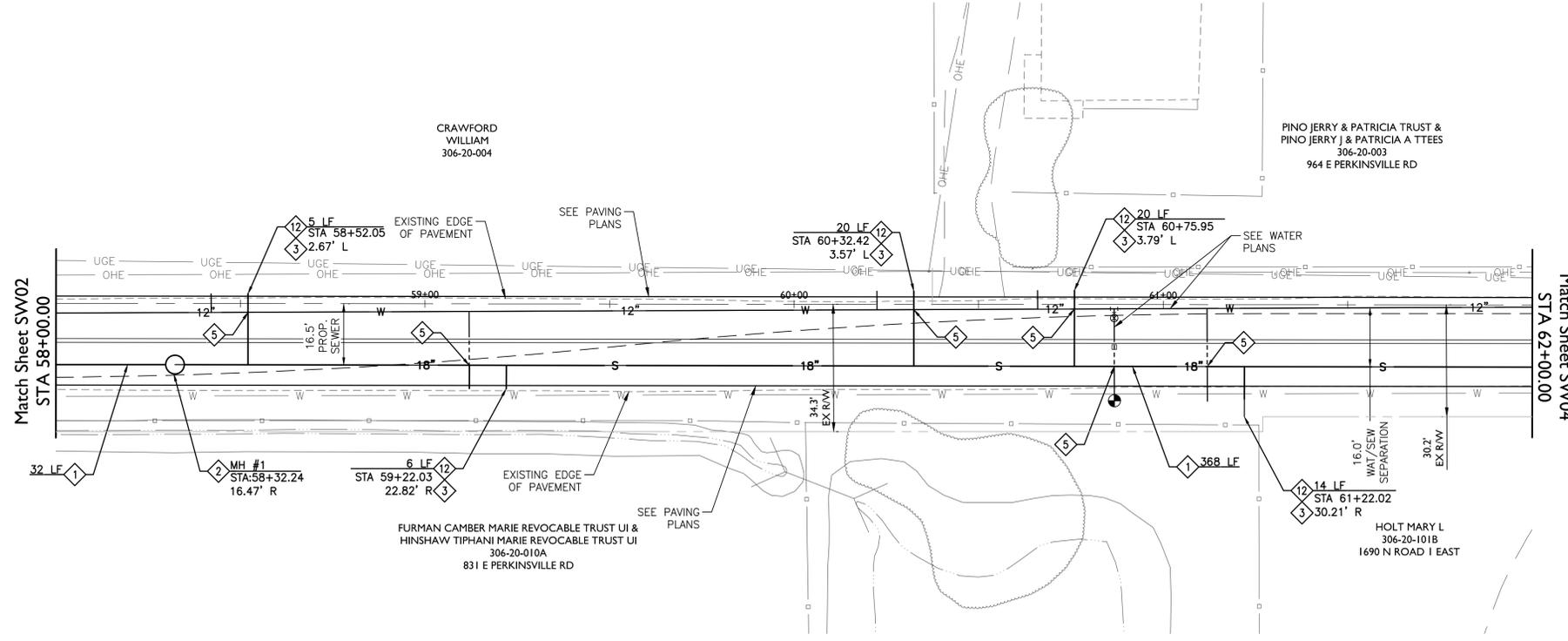
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Job No. 17-146.01  
Drawn by: RW  
Dwg No. SW02

Sheet No. 13 of 25

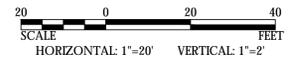
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17-146.01 - Improvement Plans for W. Perkinsville Road

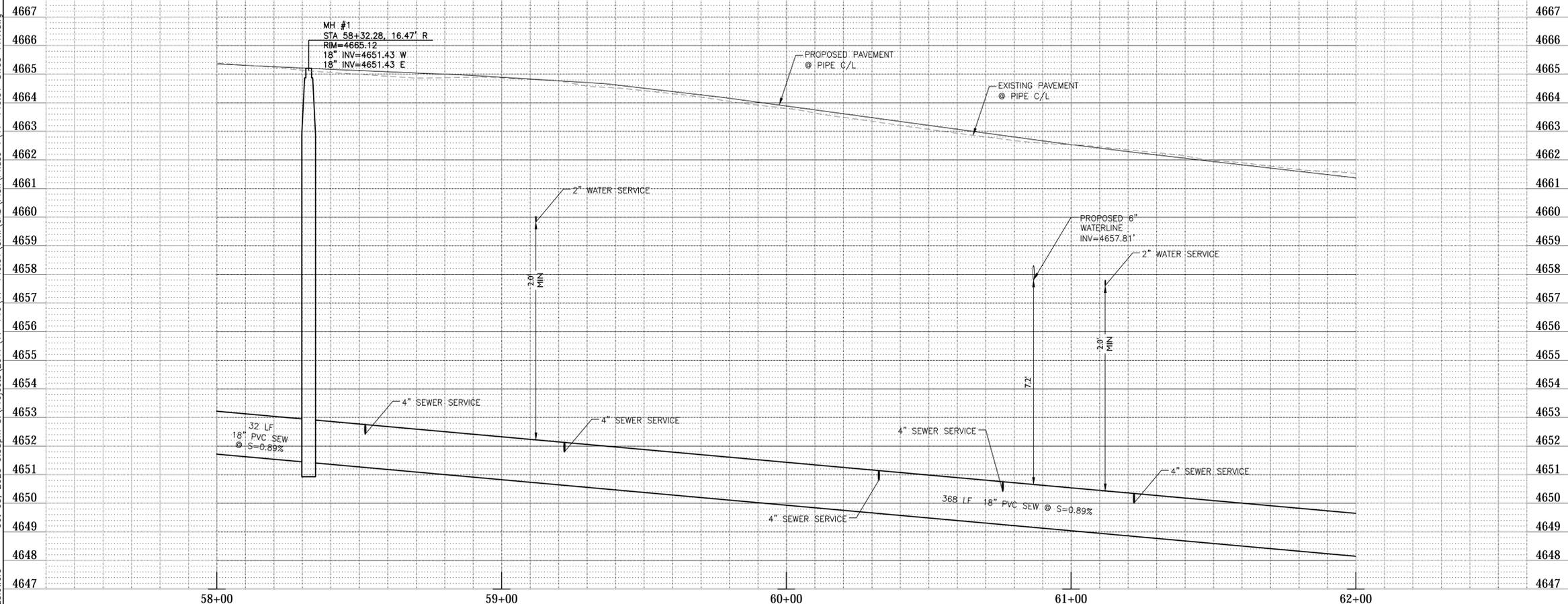
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zblowers



# W. Perkinsville Road



CONSTRUCTION NOTES		
SEWER NOTES		
1	18" PVC (SDR-35) Sanitary Sewer Line	400 LF
2	5' Diameter Manhole per MAG Std Dtls 420-1 to 420-3	1 EA
3	Sewer plug per MAG Std Dtl 427	5 EA
5	Water and Sanitary Sewer Separation and Protection per MAG Details 404-1 to 404-3	6 EA
12	4" PVC (SDR-26) Sanitary Sewer Service Line	65 LF



## Improvement Plans for W. Perkinsville Road

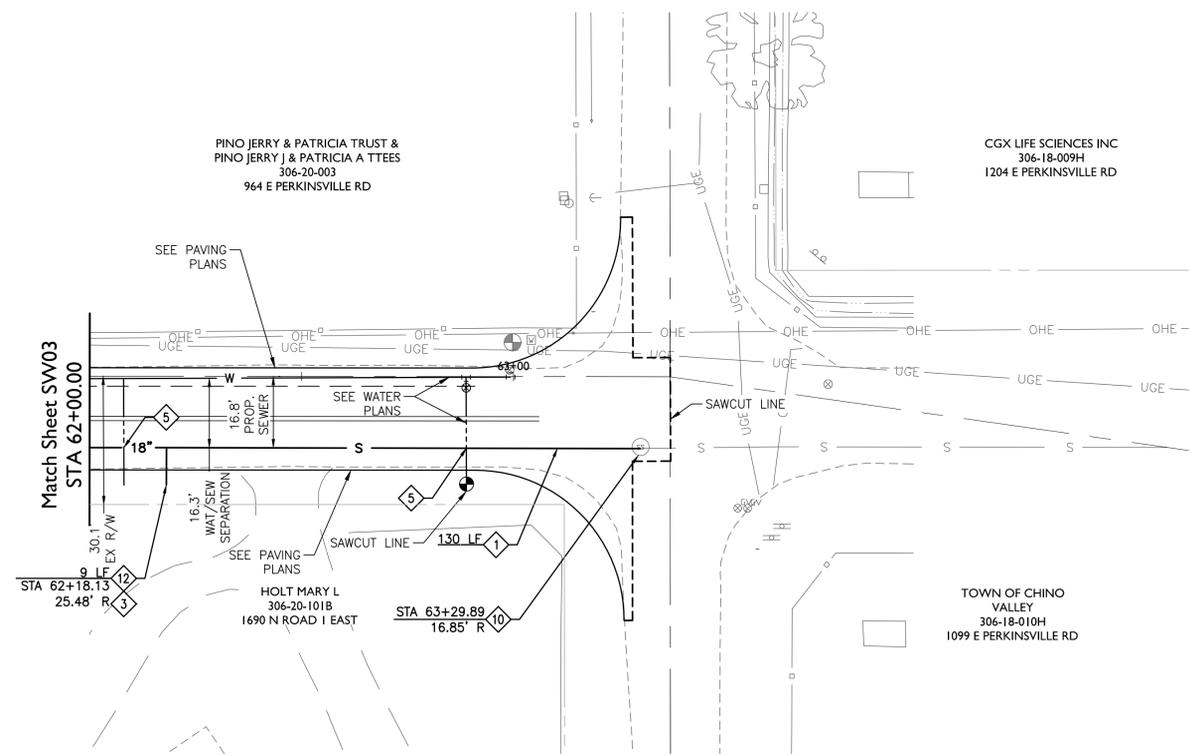
Chino Valley, AZ

### Sewer Plan & Profile

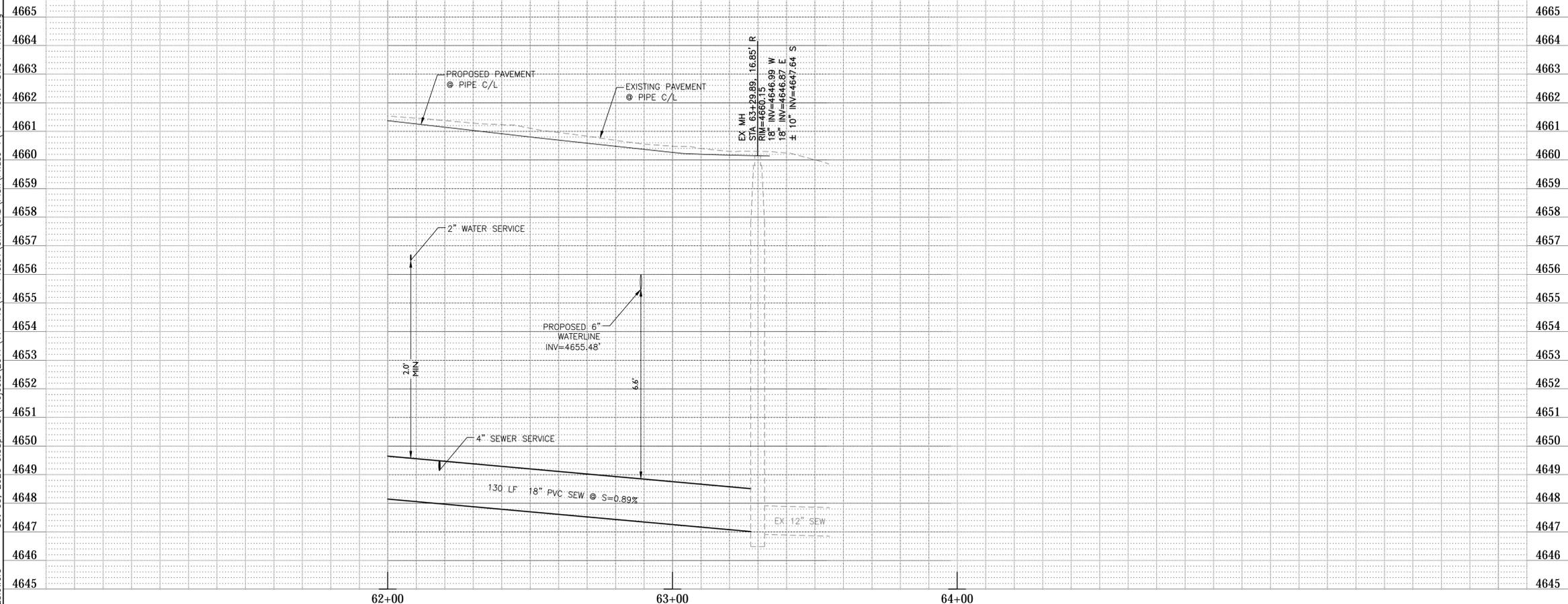
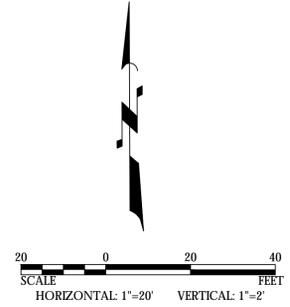
	<p>Revisions:</p>						
	1130 N Alma School Road Suite 120 Mesa, AZ 85201 T: 480.503.2250   F: 480.503.2258 www.epsgroupinc.com						
Call at least two full working days before you begin excavation. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Designer: ZB</td> <td style="width: 30%;">Job No. 17-146.01</td> <td style="width: 40%;">Sheet No. 14 of 25</td> </tr> <tr> <td>Drawn by: RW</td> <td>Dwg No. SW03</td> <td></td> </tr> </table>	Designer: ZB	Job No. 17-146.01	Sheet No. 14 of 25	Drawn by: RW	Dwg No. SW03	
Designer: ZB	Job No. 17-146.01	Sheet No. 14 of 25					
Drawn by: RW	Dwg No. SW03						

# 17-146.01 - Improvement Plans for W. Perkinsville Road

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## W. Perkinsville Road



CONSTRUCTION NOTES		
SEWER NOTES		
1	18" PVC (SDR-35) Sanitary Sewer Line	130 LF
3	Sewer plug per MAG Std Dtl 427	1 EA
5	Water and Sanitary Sewer Separation and Protection per MAG Details 404-1 to 404-3	2 EA
10	Connect to Existing Sewer Manhole	1 EA
12	4" PVC (SDR-26) Sanitary Sewer Service Line	9 LF

**Improvement Plans for W. Perkinsville Road**  
Chino Valley, AZ

**Sewer Plan & Profile**

Professional Engineer No. 75379  
RYAN V. MCKINNIS  
Arizona State Board of Engineers and Architects  
ARIZONA, U.S.A.

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Job No. **17-146.01**

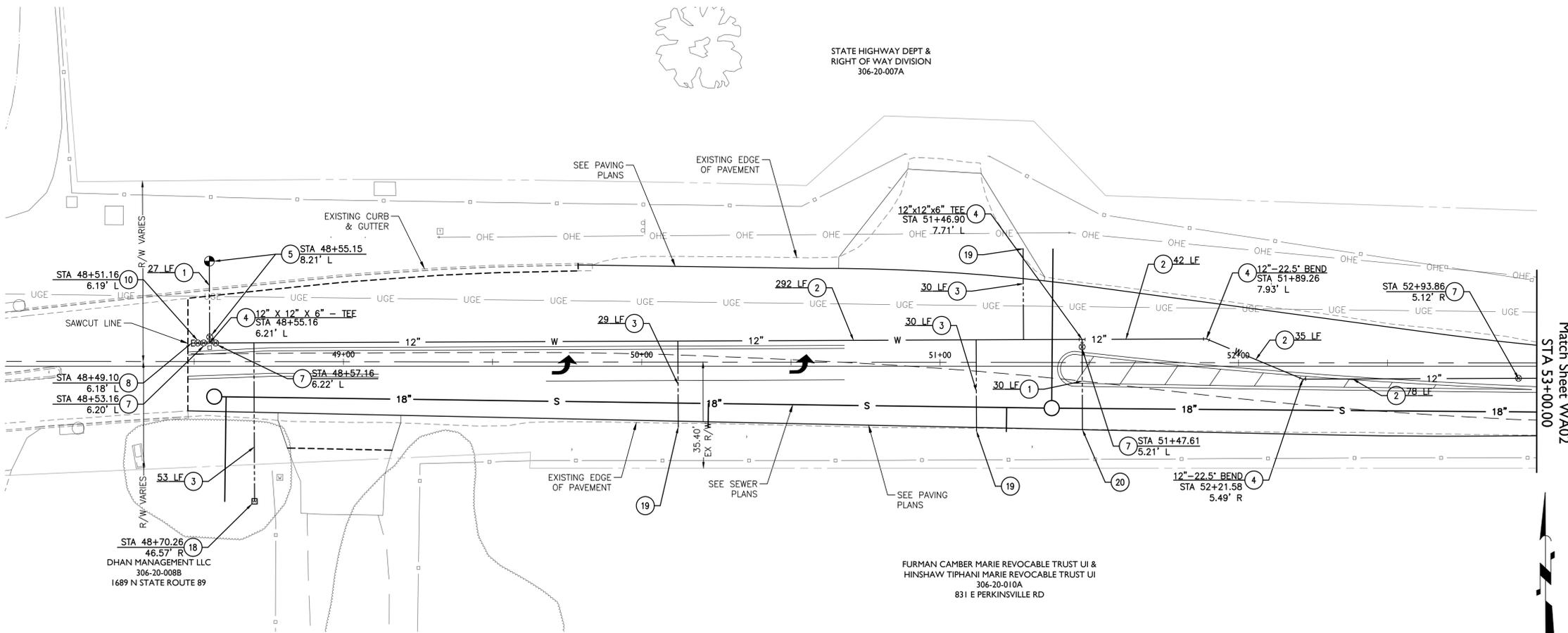
Drawn by: RW  
Dwg No. **SW04**

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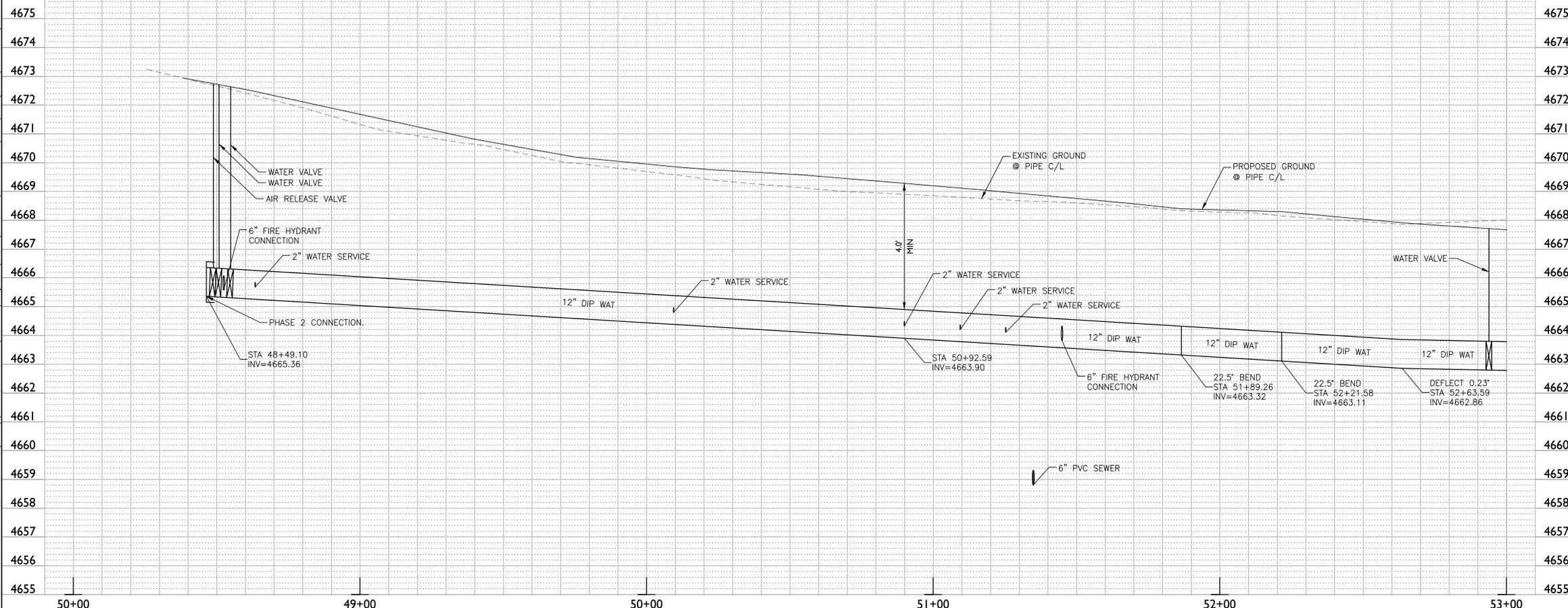
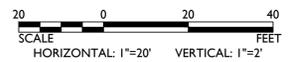
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17-146.01 - Improvement Plans for W. Perkinsville Road

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# W. Perkinsville Road



CONSTRUCTION NOTES		
WATER NOTES		
1	6" Class 350 Ductile Iron Polyethylene Wrapper Water Pipe (Restrained All Joints)	57 LF
2	12" Class 350 Ductile Iron Polyethylene Wrapper Water Pipe (Restrained All Joints)	447 LF
3	2" Type 'K' Copper per COP Detail 316P	142 LF
4	Waterline Fitting Per MAG Specification Section 750.3. Size & Type per Plan. Joint Restraint Per MAG Std Dtl 303-1 and 303-2.	4 EA
5	Fire Hydrant and 6" Valve per MAG Std Dtl 360	1 EA
7	12" Resilient Wedge Gate Valve per MAG Std Dtl 391-1, Type A	4 EA
8	12" Blank Flange	1 EA
10	GA Industries Part No. 60447 2" Air Relief Valve or Approved Equal	1 EA
18	2" Water Service per COP Detail 316P. Cut 2-1/8" Diameter Hole in the Box (Centerline, One End, Towards the Street) for the AMR Transmitter.	1 EA
19	Locator to be Added for Future Service. No Meter to be Installed.	3 EA
20	Plug Waterline for Future Connection	1 EA

**Improvement Plans for W. Perkinsville Road**  
Chino Valley, AZ

**Water Plan & Profile**

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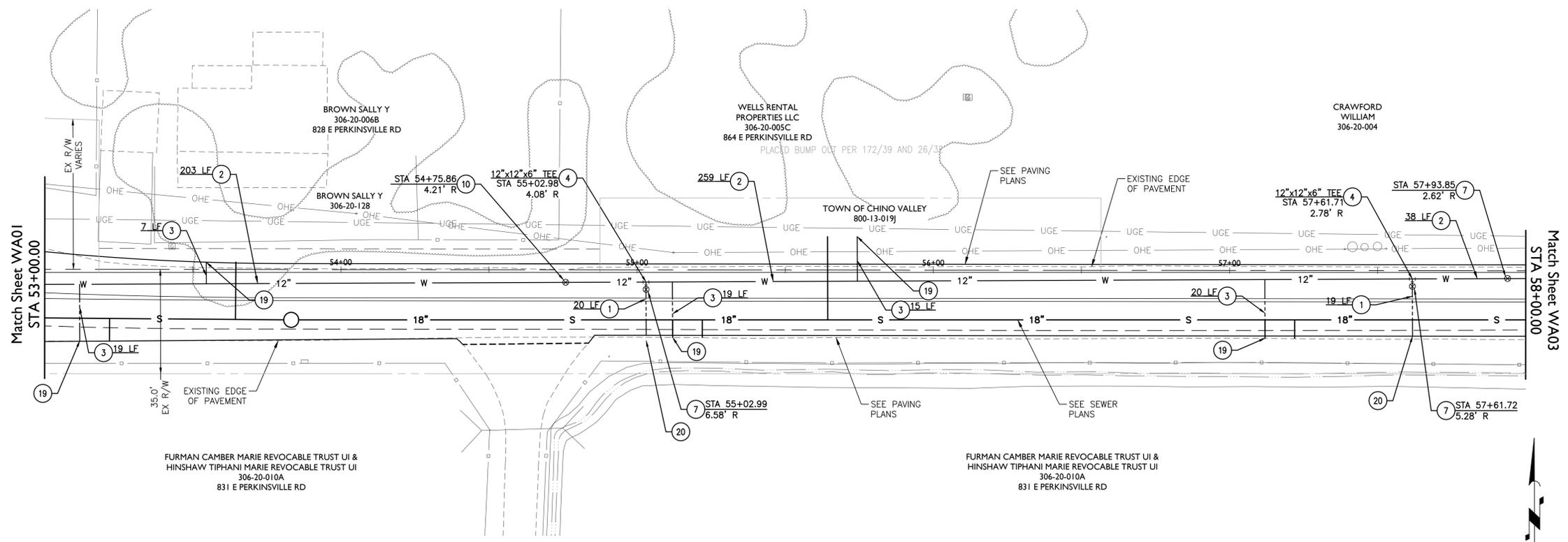
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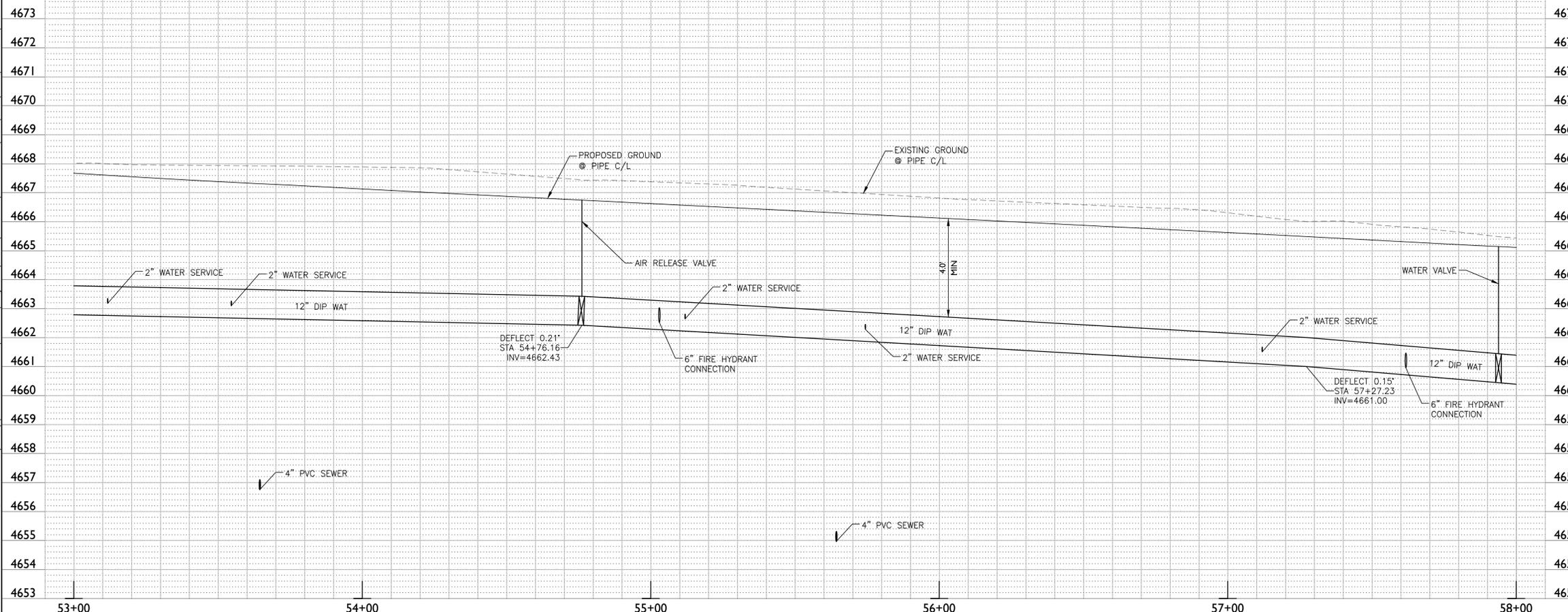
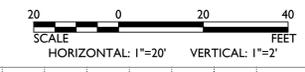
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rmckinnis



## W. Perkinsville Road



CONSTRUCTION NOTES		
WATER NOTES		
1	6" Class 350 Ductile Iron Polyethylene Wrapper Water Pipe (Restrained All Joints)	39 LF
2	12" Class 350 Ductile Iron Polyethylene Wrapper Water Pipe (Restrained All Joints)	500 LF
3	2" Type 'K' Copper per COP Detail 316P	80 LF
4	Waterline Fitting Per MAG Specification Section 750.3. Size & Type per Plan. Joint Restraint Per MAG Std Dtl 303-1 and 303-2.	2 EA
7	12" Resilient Wedge Gate Valve per MAG Std Dtl 391-1, Type A	3 EA
10	GA Industries Part No. 60447 2" Air Relief Valve or Approved Equal (Quad City Std Detail 317Q-1)	1 EA
19	Locator to be Added for Future Service. No Meter to be Installed.	5 EA
20	Plug Waterline for Future Connection	2 EA

**Improvement Plans for W. Perkinsville Road**  
Chino Valley, AZ

**Water Plan & Profile**

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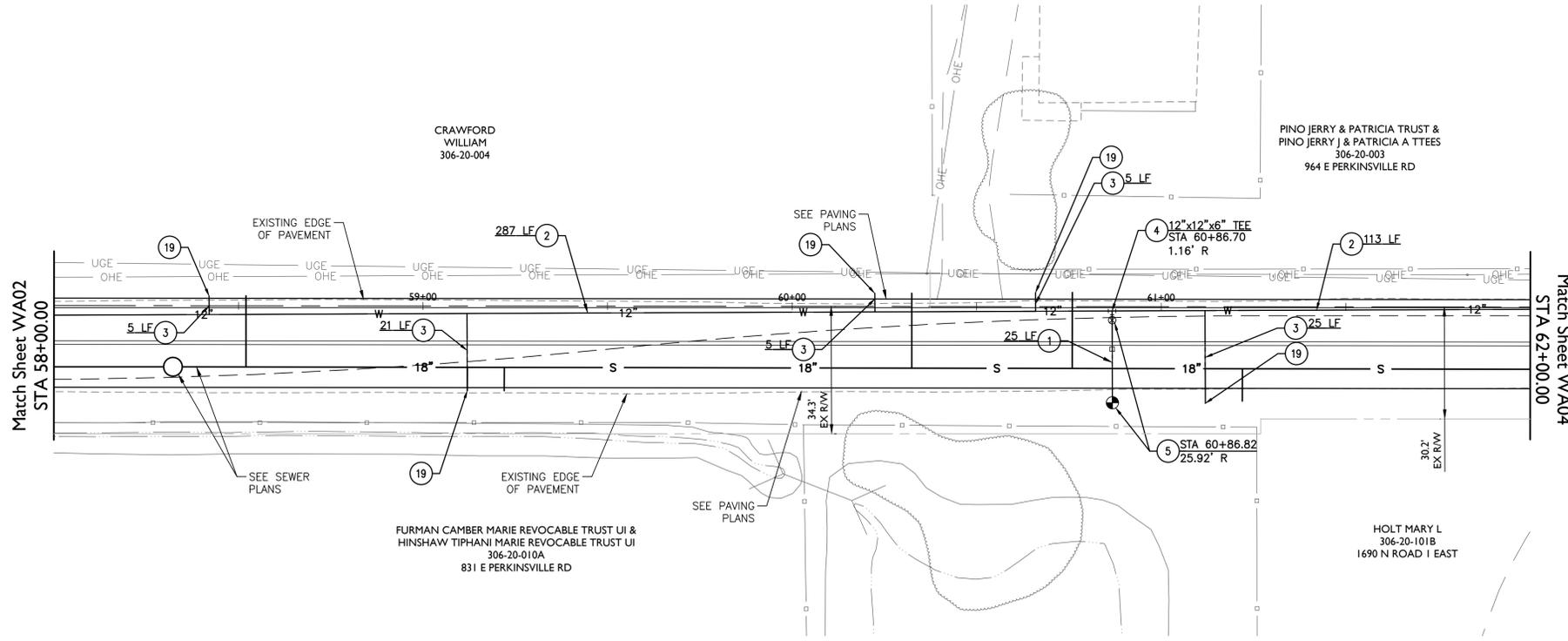
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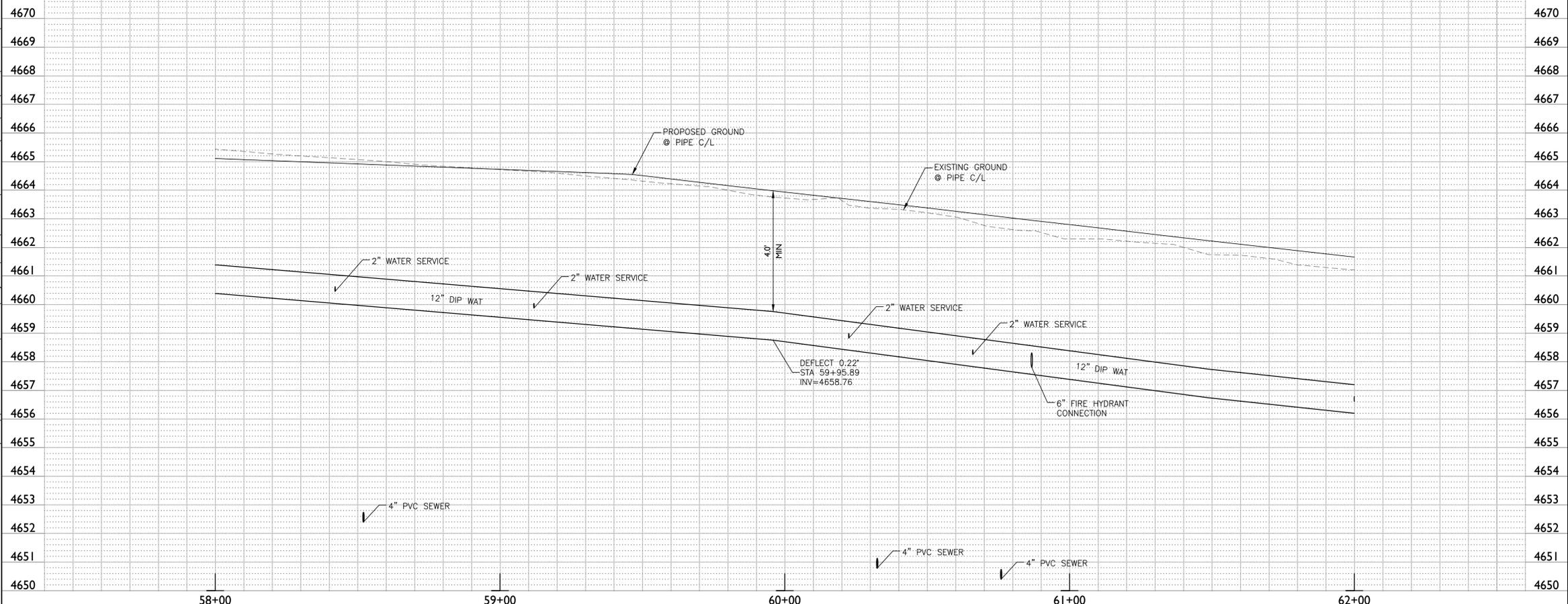
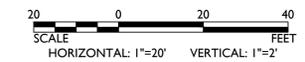
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# 17-146.01 - Improvement Plans for W. Perkinsville Road

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## W. Perkinsville Road



### CONSTRUCTION NOTES

- WATER NOTES
- 1 6" Class 350 Ductile Iron Polyethylene Wrapper Water Pipe 25 LF  
(Restrain All Joints)
  - 2 12" Class 350 Ductile Iron Polyethylene Wrapper Water Pipe (Restrain All Joints) 400 LF
  - 3 2" Type 'K' Copper per COP Detail 316P 61 LF
  - 4 Waterline Fitting Per MAG Specification Section 750.3. Size & Type per Plan. Joint Restraint Per MAG Std Dtl 303-1 and 303-2. 1 EA
  - 5 Fire Hydrant and 6" Valve per MAG Std Dtl 360 1 EA
  - 19 Locator to be Added for Future Service. No Meter to be Installed. 5 EA

### Improvement Plans for W. Perkinsville Road

Chino Valley, AZ

### Water Plan & Profile



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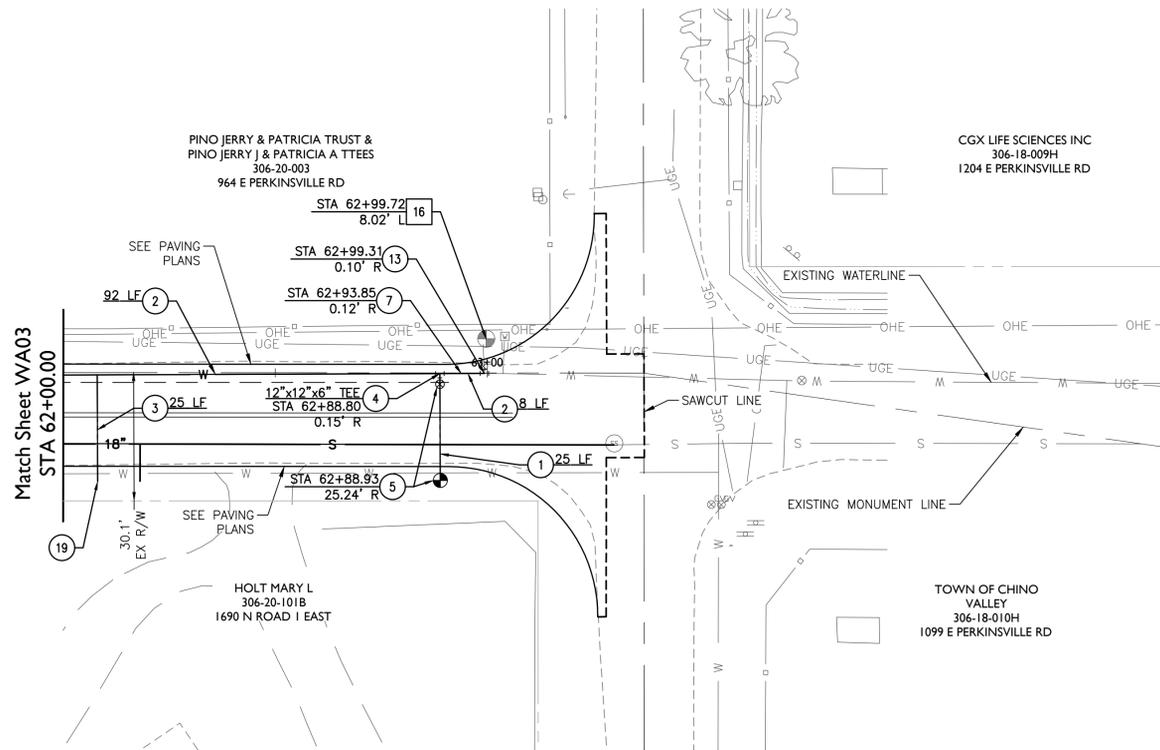
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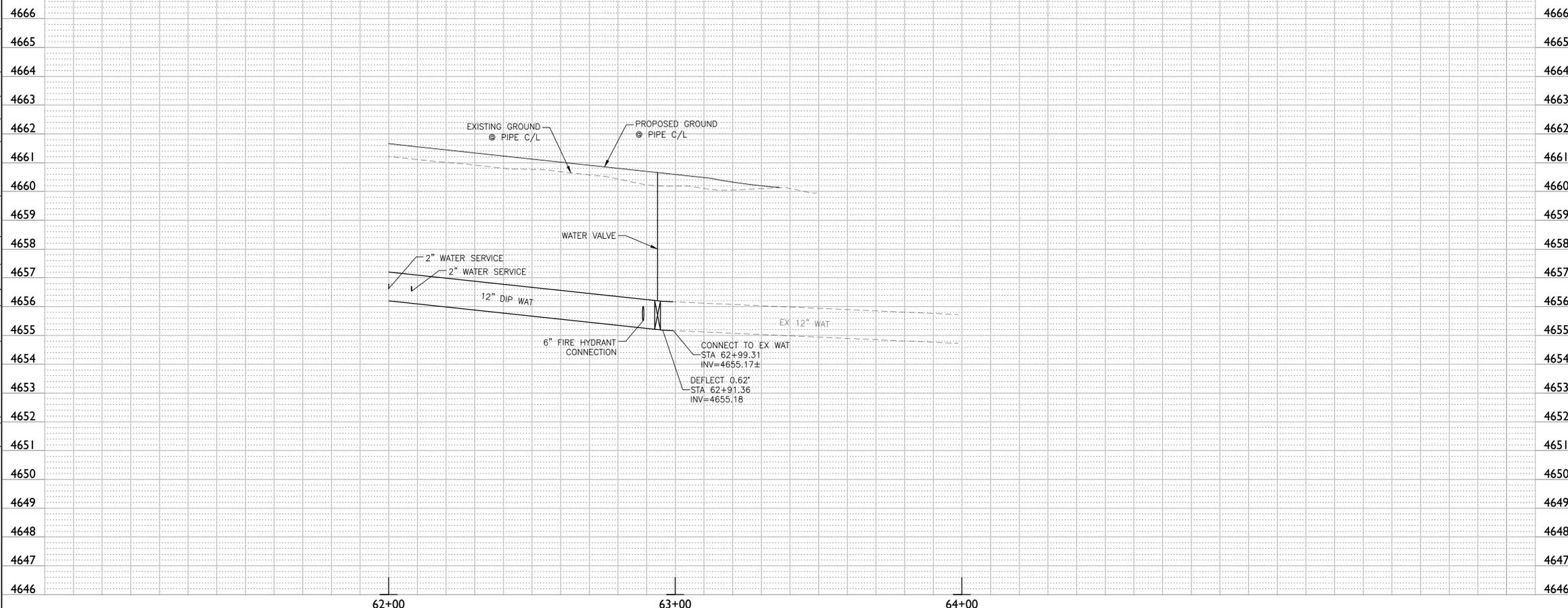
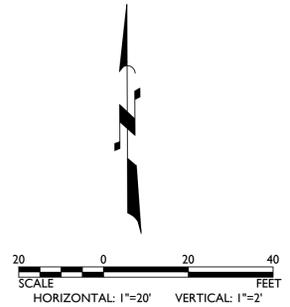
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## W. Perkinsville Road



### CONSTRUCTION NOTES

WATER NOTES	
1	6" Class 350 Ductile Iron Polyethylene Wrapper Water Pipe (Restrained All Joints) 25 LF
2	12" Class 350 Ductile Iron Polyethylene Wrapper Water Pipe (Restrained All Joints) 100 LF
3	2" Type 'K' Copper per COP Detail 316P 25 LF
4	Waterline Fitting Per MAG Specification Section 750.3. Size & Type per Plan. Joint Restraint Per MAG Std Dtl 303-1 and 303-2. 1 EA
5	Fire Hydrant and 6" Valve per MAG Std Dtl 360 1 EA
7	12" Resilient Wedge Gate Valve per MAG Std Dtl 391-1, Type A 1 EA
13	Connect to Existing Waterline 1 EA
19	Locator to be Added for Future Service. No Meter to be Installed. 1 EA
REMOVAL NOTES	
16	Remove Fire Hydrant 1 EA

**Improvement Plans for W. Perkinsville Road**  
Chino Valley, AZ

**Water Plan & Profile**

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Drawn by: RW

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Dwg No. WA04

Sheet No. 19 of 25

# SIGNING AND PAVEMENT MARKING PLANS FOR IMPROVEMENT PLANS FOR WEST PERKINSVILLE ROAD

## SIGNING LEGEND

	STOP SIGN (R1-1 - 36"x36")		STREET NAME SIGN (D3-1)
	YIELD SIGN (R1-2 - 36"x36"x36")		OBJECT MARKER (OM1-2 - 18"x18")
	SPEED LIMIT SIGN (R2-1 (30) - 30"x36")		PEDESTRIAN SIGN (W11-2 - 36"x36")
	TWO-WAY LEFT TURN (R3-9B - 24"x36")		LEFT DIAGONAL ARROW SIGN (W16-7pL - 24"x12")
	KEEP RIGHT SIGN (R4-7 - 36"x48")		EXIT DESTINATION SIGN (D1-1d - 60"x18")
	ONE WAY SIGN (R6-1R - 36"x12")		ORDINANCE SIGN (CUSTOM - 30"x36")
	ROUNDBOUT DIRECTIONAL SIGN (4 CHEVRONS) (R6-4B - 60"x24")		ROUNDBOUT SIGN (W2-6 - 30"x30")
	SPEED ADVISORY SIGN (W13-1P - 18"x18")		

	ROUNDBOUT DESIGNATION SIGN (D1-3d)
	WAYFINDING SIGN (CUSTOM)
	WAYFINDING SIGN (CUSTOM)

## PAVEMENT MARKING LEGEND

	8" SOLID WHITE LINE		8" SOLID YELLOW LINE
	4" DOUBLE YELLOW LINE ONE SOLID, ONE WITH A 10' LINE SEGMENT AND A 30' GAP W/ TYPE D RPM'S @ 20' SPACING		4" DOUBLE YELLOW LINE
	12" SOLID WHITE LEFT TURN ARROW		

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in Maricopa County: (602)253-1100

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Drawn by: RW



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**17-146.01**

**SS01**

Sheet No.  
**20**  
of **25**

# I7-146.01 - Improvement Plans for W. Perkinsville Road

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rwilliams

ESTIMATED QUANTITIES - SIGNING	
DESCRIPTION	QUANTITY
REMOVE EXISTING SIGN	0 EA
RELOCATE EXISTING SIGN	3 EA
SIGN POST AND FOUNDATION	1 EA
SIGN PANEL	SF

ESTIMATED QUANTITIES - PAVEMENT MARKINGS			
STRIPING IS BASED ON A 4 INCH LINE	MARKERS RAISED & BARRIER	LEGEND & QUANTITY	
<p>LONG LINE STRIPE</p> <p>WHITE 100 ± LF.</p> <p>YELLOW 569 ± LF.</p> <p>TOTAL 669 ± LF.</p>	<p>STIMSONITE MARKERS - 4 INCH WIDTH</p> <p>TYPE C = CLEAR / RED Reflective</p> <p>TYPE D = YELLOW, 2-WAY Reflective</p> <p>TYPE G = CLEAR, 1-WAY Reflective</p> <p>TYPE H = YELLOW, 1-WAY Reflective</p>	<p>TYPE C = CLEAR / RED Reflective = N/A ± Ea.</p> <p>TYPE D = YELLOW, 2-WAY Reflective = N/A ± Ea.</p> <p>TYPE G = CLEAR, 1-WAY Reflective = N/A ± Ea.</p> <p>TYPE H = YELLOW, 1-WAY Reflective = N/A ± Ea.</p>	
<p>SHORT LINE STRIPE</p> <p>WHITE 0 ± LF.</p> <p>YELLOW 51 ± LF.</p> <p>TOTAL 51 ± LF.</p>	<p>CERAMIC BUTTON - 4 INCH DIAMETER</p> <p>TYPE A = WHITE Non-Reflective</p> <p>TYPE AY = YELLOW Non-Reflective</p>	<p>TYPE A = WHITE Non-Reflective = N/A ± Ea.</p> <p>TYPE AY = YELLOW Non-Reflective = N/A ± Ea.</p>	
	<p>BARRIER MARKERS BRIDGE &amp; CONCRETE</p> <p>WHITE = STIMSONITE P/N 965Y</p> <p>YELLOW = STIMSONITE P/N 965W</p>	<p>WHITE = STIMSONITE P/N 965Y = N/A ± Ea.</p> <p>YELLOW = STIMSONITE P/N 965W = N/A ± Ea.</p>	
	<p>BARRIER MARKERS GUARDRAIL</p> <p>WHITE = REFER TO ADOT SIGNING &amp; MARKING DRAWING No. 4-M-10.3</p> <p>911 - 1 BLUE MARKER</p>	<p>WHITE = REFER TO ADOT SIGNING &amp; MARKING DRAWING No. 4-M-10.3 = N/A ± Ea.</p> <p>911 - 1 BLUE MARKER = 2 ± Ea.</p>	
	<b>GRAND TOTAL</b>		<b>2 ± Ea.</b>
<p>PERFORMED TAPE TYPE 1-PERMANENT</p> <p>WHITE N/A ± LF.</p> <p>YELLOW N/A ± LF.</p> <p>TOTAL N/A ± LF.</p>	<p>ARROWS</p> <p>LEFT 2 ± Ea.</p> <p>RIGHT N/A ± Ea.</p> <p>STRAIGHT N/A ± Ea.</p> <p>COMBO N/A ± Ea.</p> <p>TOTAL 2 ± Ea.</p>	<p>LEGENDS</p> <p>A LEGEND IS SINGLE WORD, I.E., SLOW &amp; ONLY IS CONSIDERED AS TWO SEPARATE LEGENDS</p> <p>TOTAL N/A ± Ea.</p>	<p>SYMBOLS</p> <p>SYMBOLS ARE R&amp;R MARKINGS &amp; BIKE LANE MARKINGS, ETC.</p> <p>TOTAL 0 ± Ea.</p>
<p>RAISED YELLOW MEDIANS &amp; WHITE ISLANDS</p> <p>YELLOW N/A ± Ea. TOTAL N/A ± Ea. TOTAL N/A ± Ea.</p>			
<p>RPM NOTE: MARKERS SHALL BE PLACED SO THAT REFLECTIVE FACE IS PERPENDICULAR TO TRAFFIC.</p>			
<p>EX. STRIPING OBLITERATION: TOTAL 0 ± LF.</p>			

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**Improvement Plans for**  
**W. Perkinsville Road - Phase I**  
Chino Valley, AZ

**Signing And Striping Plans**

Project:

Revisions:

Call at least two full working days before you begin excavation.

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in Maricopa County: (602)253-1100

Designer: ZB  
Drawn by: RW

Job No.  
**17-146.01**

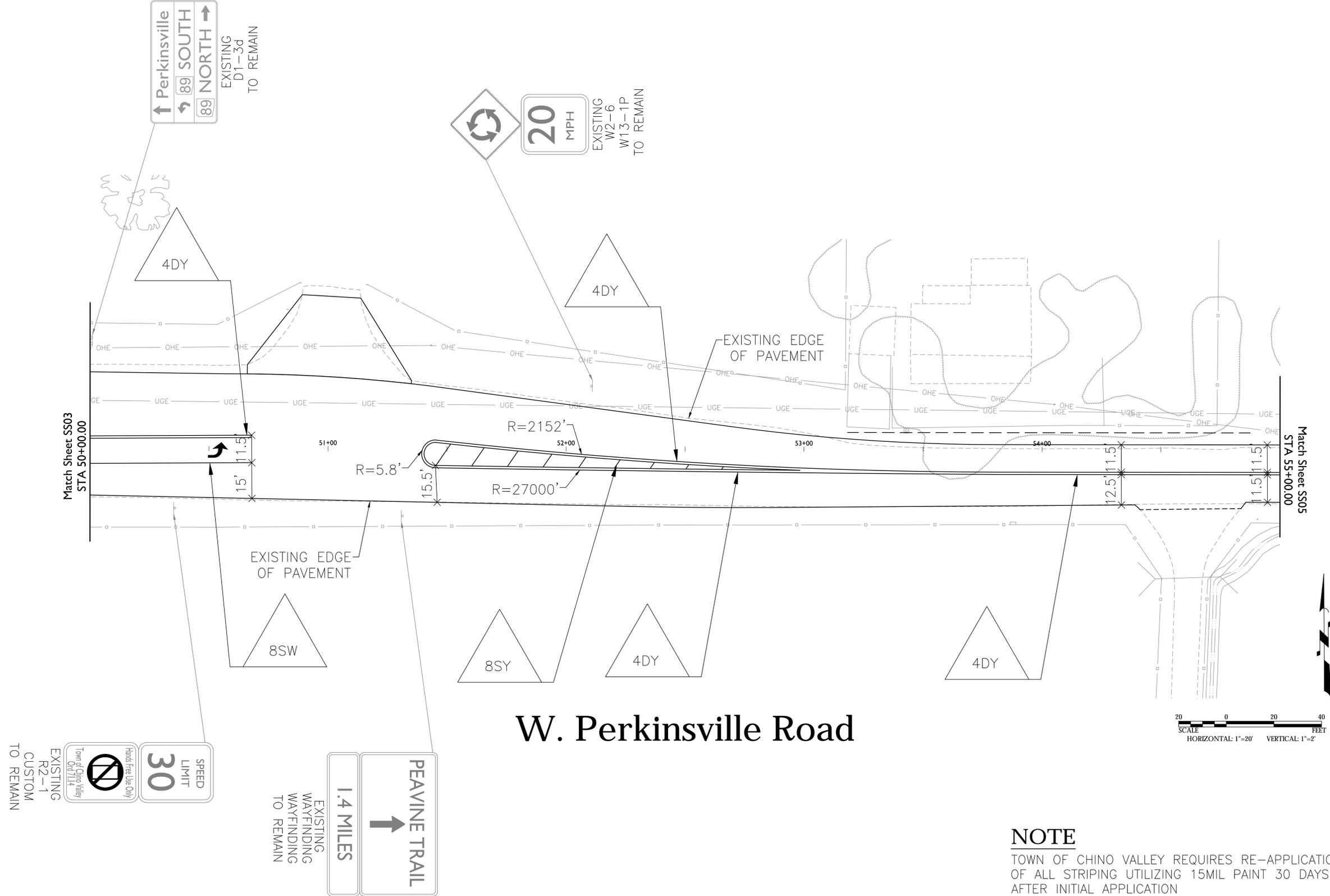
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of 25



# 17-146.01 - Improvement Plans for W. Perkinsville Road

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## NOTE

TOWN OF CHINO VALLEY REQUIRES RE-APPLICATION OF ALL STRIPING UTILIZING 15MIL PAINT 30 DAYS AFTER INITIAL APPLICATION

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Project: **Improvement Plans for W. Perkinsville Road - Phase 1**  
Chino Valley, AZ

Revisions:


Call at least two full working days before you begin excavation.

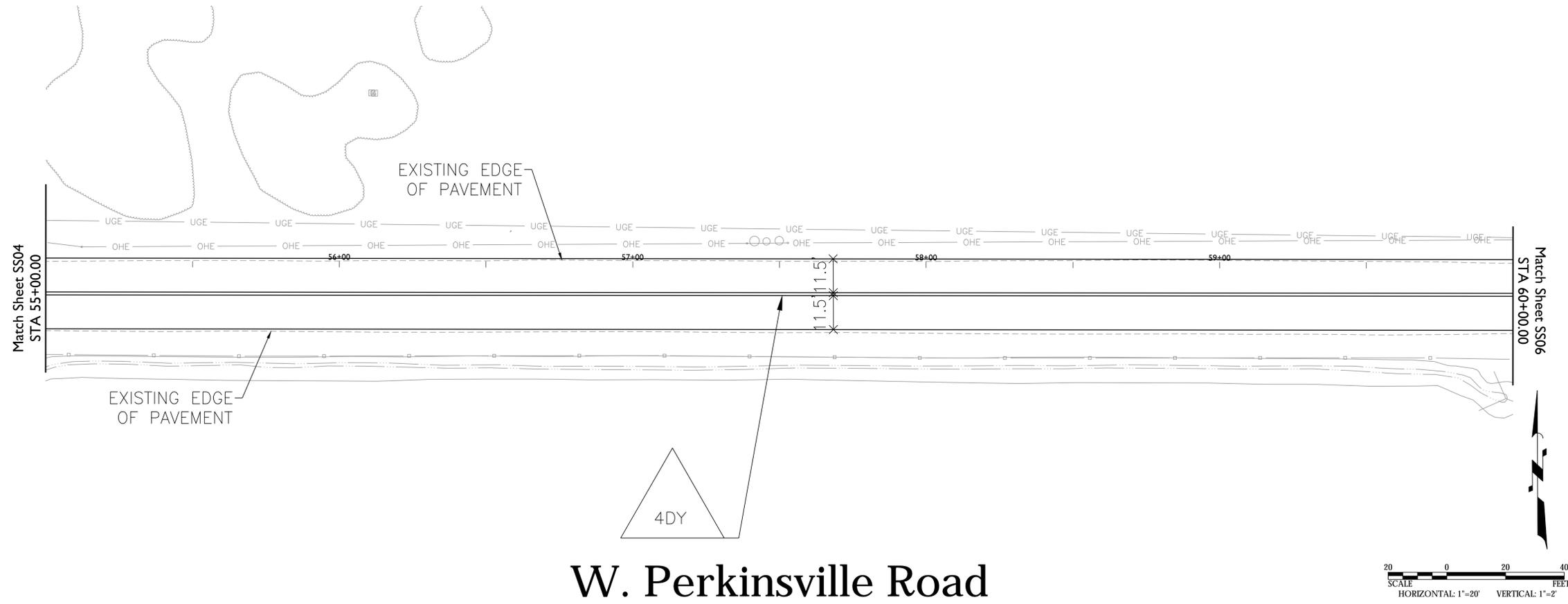
**ARIZONA**  
Professional Engineer  
75379  
RYAN V. MCKINIS  
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ARIZONA, U.S.A.

Designer: ZB  
Drawn by: RW

Job No. **17-146.01**  
SS04  
Sheet No. **23**  
of 25

# 17-146.01 - Improvement Plans for W. Perkinsville Road

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## W. Perkinsville Road

### NOTE

TOWN OF CHINO VALLEY REQUIRES RE-APPLICATION OF ALL STRIPING UTILIZING 15MIL PAINT 30 DAYS AFTER INITIAL APPLICATION

Project:  
**Improvement Plans for  
 W. Perkinsville Road - Phase 1**  
 Chino Valley, AZ  
 Temporary Signing And Striping Plans

Revisions:

No.	Description

Call at least two full working days before you begin excavation.

Designer: ZB  
 Drawn by: RW



Job No.  
**17-146.01**

Sheet No.  
**24**  
 of 25

1130 N Alma School Road  
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## SPECIFICATIONS

1. W. Perkinsville Rd Improvements - Phase 1, Special Provisions, October 2023; prepared by EPS Group, Inc.; sealed by Ryan V. McKinnis on 12/15/2023.

See following pages.



## Town of Chino Valley

W. Perkinsville Rd Improvements - Phase 1

Special Provisions

October 2023

Prepared for:

**Town of Chino Valley**

Department of Public Works

1982 Voss Dr.

Chino Valley, AZ 86323



Submitted by:



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## PART 000 – Introduction

The work identified and described within these provisions have been established in accordance with the following standards:

Maricopa Association of Governments, Uniform Standard Specifications and Details for Public Works Construction, most recent edition;

All Arizona Department of Transportation Standard Specifications and Details, most recent editions that apply to the project.

Arizona Department of Health Services Engineering Bulletins:

*#8 Disinfection of Water Systems*

*#10 Guidelines for the Construction of Water Systems*

U.S. Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD)

American Water Works Association Standards, most recent edition.

Modifications to the MAG Specifications are made in these Special Provisions and take precedence over the MAG Specifications as follows: where there is no conflict between MAG Specifications and the Special Provisions, the Special Provisions are to be construed as being additions to the MAG Specifications. In cases of conflict between the MAG Specifications and the Special Provisions, the Special Provisions are to be construed as supplanting only the conflicting portions of the MAG Specifications.

Section numbers listed shall refer to the MAG Specifications unless otherwise indicated.

# Uniform Standard Specifications for Public Works Construction, Maricopa Association of Governments (MAG)

## PART 100 - General Conditions

### SECTION 104 – Scope of Work

**104 SCOPE OF WORK** is revised to include all of the Section 104 modifications as included below:  
The project work includes a Base Bid only with no Additive Alternates.

#### 104.1.1 General:

The project consists of a Base Bid with no Additive Alternates as indicated on the Bid Schedule. Work will be done on property owned by the Town of Chino Valley. Coordination with ADOT and any special permitting required for traffic control will be a Contractor's responsibility with no separate measurement or payment for ADOT coordination or permitting will be made.

The Contractor shall supply an independent testing laboratory to provide quality assurance testing as required by the Special Provisions. Construction staking and as-built plan preparation will also be provided by the Contractor.

The Contractor shall furnish all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all work for the construction of the project within the time specified.

#### General Project Description:

##### **Base Bid:**

The base bid generally consists of three parts including the removal of the existing asphalt pavement section, installation of phased asphalt and aggregate base, installation of 12" Class 350 Ductile Iron Water line, installation of 18" PVC sewer, and the installation of curb, gutter, and sidewalk along W. Perkinsville Rd Starting at AZ 89 and extending East to N Road 1 E.

##### **Full Replacement Construction**

The project limits are shown within the plans, work starts at the Arizona Department of Transportation (ADOT) Right-of-Way (ROW) east of Arizona Highway 89 and extends to the centerline of the intersection of W. Perkinsville Rd and North Road 1 East. The existing pavement and subgrade shall be removed to a sufficient depth to accommodate the installation of new 1.5" (1/2" mix) over 3.5" (3/4" mix) asphalt concrete (AC) for a total of 5" over 12" of aggregate base course (ABC). Installation shall be completed in a phased construction:

##### ***Temporary phase:***

Installation of pavement in the temporary phase shall consist of the pavement depth as described above and shall include the addition of thickened edges on both sides of the roadway, and a 2' wide shoulder consisting of compacted ABC shall be installed to match the full depth of AC thickened edge per the cross sections provided. Construction of the Temporary phase includes the installation of driveway connections and temporary roadway striping.

##### ***Ultimate Phase:***

Installation of pavement in the ultimate phase shall consist of the pavement depth as described

above and shall include the addition of curb, gutter, and sidewalk on both sides of the roadway per the cross sections provided. Final construction of the roadway shall include the installation of permanent striping, and driveway connections.

### **Waterline Construction**

In addition to the roadway improvements, the installation of a 12" polyethylene-wrapped ductile iron water pipe, associated water service connections, and associated fire hydrants with 6" polyethylene-wrapped ductile iron water pipe connections shall be completed. The water pipe will connect the Town's existing water service line located at the intersection of W. Perkinsville Rd and North Road 1 East. The water line is to be constructed as shown per plan.

### **Sewer Construction**

In addition to the roadway improvements, the installation of an 18" PVC sewer pipe, associated manholes, and service connections and stubouts shall be completed. The sewer pipe will connect the Town's existing sewer service line located at the intersection of W. Perkinsville Rd and North Road 1 East. The contractor shall be responsible for maintaining all appropriate separation and crossing requirements are met. The sewer line shall be constructed as shown per plan.

#### **104.1.1 Maintenance of Traffic (Add):**

Construction traffic control must include phased lane closures. No full closure of any road shall be permitted on this project unless specifically authorized by the Town.

The Contractor shall submit a traffic control plan at the Pre-Construction conference for review by the Town and ADOT, if required, prior to beginning any construction activities on the project.

A portion of the work will be near the ADOT ROW at Arizona Highway 89 for match-up construction and the contractor may be required to obtain a permit from ADOT for working in this area including review and approval of any traffic control devices required by ADOT to be installed prior to construction. The cost of the ADOT permit, if required, and including any special permit requirements and traffic control devices will be the responsibility of the Contractor. No separate measurement or payment will be made for obtaining and complying with any necessary ADOT permits.

#### **104.3 Pre-construction Meeting:**

A pre-construction meeting will be scheduled by the Owner. Attendance of the Contractor is required at the scheduled place and time.

#### **104.63 Weekly Construction Meetings:**

The Contractor will schedule weekly construction meetings that shall be attended by representatives of subcontractors, utilities, the Owner, and other interested parties for the purpose of keeping the project on schedule and to provide necessary coordination of the work. The Contractor's project superintendent must attend the weekly construction meetings, prepare the agenda and meeting minutes, and distribute the minutes to the attendees.

## SECTION 105 - Control of Work

### 105.2 Plans and Shop Drawings (Add):

Contractor shall provide material submittals for the asphalt mix design, aggregate base materials and gradation, geogrid materials, sewer lines and components/manholes, and any other materials intended to be incorporated into the project per MAG Section 105.2.

The Contractor shall maintain a complete set of all approved shop drawings and an accurate, current, as-built set of plans on site for reference at all times by Town staff. The as-built plans will be furnished by the Contractor to the Owner at the completion of the project for the record. The as-built plans must be updated daily by the Contractor and include, in addition to the planned construction and utility installations, any changes authorized by the Engineer and any utilities discovered during the trenching operations by size, location, and type redlined onto the plans by station/distance/depth, etc.

### 105.4 Coordination of Plans and Specifications (Add):

- A. In the event of any doubt or question arising regarding the true meaning of the plans, specifications, or other contract documents, reference shall be made to the PublicWorks Director, whose decision thereon shall be final. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.
- B. In the event of there being a conflict between one contract document and any other contract documents, the document highest in precedence shall control and supersede the document which is contrary to it. The order of precedence of the contract documents is as follows:
  - 1. Supplemental Agreements/Change Orders, the last in time being the first in precedence.
  - 2. The formal Contract
  - 3. Call for Bids
  - 4. Instructions for Bidding
  - 5. Special Provisions
  - 6. Technical Specifications
  - 7. Plans
  - 8. General Provisions
  - 9. Contractor Proposal

### 105.4 Cooperation of Contractor third paragraph is revised to read:

The Project Superintendent must be on-site at all times during the performance of work. The superintendent shall be authorized to receive and fulfill instructions from the Engineer who shall supervise and direct the work. The Contractor shall submit to the Engineer for review and approval the name and qualifications of the proposed superintendent no less than fourteen days prior to the scheduled/planned Notice to Proceed. When the superintendent is approved, he shall not be changed by the Contractor without written approval of the Engineer. Instructions and information given by the Engineer to the Contractor's superintendent shall be considered as having been given to the Contractor.

105.4 Cooperation with Utilities is modified to include:

The Town representative shall be made aware of any utility conflicts that may arise throughout the project duration.

Engineer will not guarantee any elevations or locations of existing underground utilities shown on these plans.

105.8 Construction Stakes, Lines and Grades is revised as follows:

The Contractor shall be required to furnish all construction staking for the project and provide the final as-built survey and preparation of the sealed as-built plans for the constructed improvements.

#### 105.12 Maintenance During Construction

Adequate drainage of the construction area shall be provided at all times. Construction drains shall be provided as needed to enable water to drain from the construction area rapidly and without damaging work in progress. To further promote good drainage of the site, drainage channels, culverts, and structures, shall be constructed from downstream to upstream in such a way that, during construction, they do not impede the flow of water from the construction area.

Damage to any portion of the work caused by the contractor's failure to provide adequate drainage of the construction area, or to order the work to minimize the possible extent of such damage, shall be repaired at the Contractor's expense. No extension of time shall be granted on account of the time required to make such repairs.

#### Special Note Regarding Maintenance During Construction:

This project is anticipated to require a SWPPP due to the disturbance area being more than 1 acre in size. The Contractor will be responsible for complying with the requirements of the National Pollutant Discharge Elimination System permit program at his own expense. This generally includes preparation of the SWPPP, submittal of a Notice of Intent to the EPA, adherence to the Stormwater Pollution Prevention Plan for the site, and notice of termination to EPA for the project. Erosion control devices are typically installed at the tops and toes of all fill slopes, in graded earthen channels, and at the inlets and outlets of all drainage culverts. Devices generally include straw bales, straw wattles, or silt fences as appropriate. No separate measurement will be made for complying with this section and the cost for preparing the SWPPP, the NOI, the NOT, and complying with the NPDES permit requirements shall be included in the Contractor's bid item for SWPPP, Erosion Control Devices, and Seeding.

All exposed slopes, open areas, etc., shall be hand or hydraulically seeded by the Contractor at the completion of the project. The seed mix to be used for the seeding shall be provided by a local nursery and be appropriate for the Town of Chino Valley climate and be approved by the Town prior to distribution. No separate measurement will be made for seeding of the site and the cost of seeding will be included in the Contractor's bid item for SWPPP, Erosion Control Devices, and Seeding.

#### 105.16 Record Drawing Preparation and Coordination (Add New Section)

The Contractor will be required to provide sealed record drawings of the completed construction by an engineer or land surveyor registered in the State of Arizona. The sealed drawings will be attached to and submitted with the Town Engineer/EPG Group, Inc.'s certificate of completion for the ADEQ/YCDS Approval to Operate the sewer lines.

During the construction phase and prior to any backfilling or covering, the Contractor's surveyor will field survey the work for the purpose of as-built plan preparation. Surveying shall be performed and certified by a Registered Land Surveyor in good standing with the Arizona State Board of Technical Registration. The Contractor shall supply all horizontal and vertical as-built data in sealed PDF drawings and ASCII format, including northing, easting, elevation, and description of all work completed under this contract. As-built data shall include, but not be limited to all items noted below.

1. Utility System

- a. All utility pipes (gas, water, sewer, electrical, and communications conduits, valves, fittings, manholes, storm drains, catch basins, services, and associated appurtenances, and dry utilities installed or discovered during construction.

2. Paving & Miscellaneous Improvements

- a. Shall include, but not be limited to pavement replacement limits, street centerline horizontal location and finished grades, edge of pavement horizontal location and finished grades, fencing, guardrail, signs, delineators, pavement markings, and all other new construction elements.

Except for emergency or safety requirements, the Contractor generally shall not backfill or cover an item of work until verification has been completed by the Engineer or the Public Works Director, if available, and if sufficient notice (48 hours) in advance of needing to cover the item. If an item of work is determined by the Engineer to be backfilled or covered prior to being recorded by the Contractor, the Contractor at the direction of the Engineer shall uncover the item of work at no additional cost to the Town.

Reference Section 105.8: The Contractor shall maintain a redlined copy of the project plans including changes made in the construction of the project. The redline copy shall be updated on a weekly basis in preparation for the weekly field meeting. The Contractor shall provide the Town with a copy of the Record Drawings in both hard copy and PDF drawings sealed by an Arizona Registered Land Surveyor upon completion of the project. The digital record drawings shall also be furnished to the Town.

Weekly field meetings with the Contractor, Engineer, and Town shall occur to review information for conformance with the contract documents. The Contractor shall provide the Engineer with a schedule of work items to be constructed in the upcoming 30-day period, including approximate dates of installation prior to backfilling or covering. The Contractor shall maintain a set of field redlines and note any changes in the work. Missing, erroneous, or deficient redlined data must be corrected by the Contractor at no additional cost to the Town.

Measurement & Payment

Measurement and Payment for this work will be made on a lump sum basis for all construction staking, as-built survey, and as-built plan preparation.

## SECTION 106 – Control of Materials

### 106.2 Samples and Testing of Materials: (Modify Section 106.2 as follows):

The Contractor shall employ and pay for an independent testing laboratory to provide all materials testing for the Project. This generally includes, but is not limited to earthwork, subgrade testing, ABC and AC pavement density testing, and utility trench compaction testing. The sewer lines, manholes, and other appurtenances shall be tested by the contractor in accordance with ADEQ requirements. Reference section 611.4 of these Special Provisions.

## Quality Control and Testing

It shall be the responsibility of the Contractor to administer a Quality Control Plan, hereinafter referred to as "Q.C.P.", sufficient to ensure a product meeting the requirements of these specifications. The Q.C.P. may be operated wholly or in part by a subcontractor or an independent organization, however, the administration of the Q.C.P., including compliance with the Q.C.P. and its modifications, shall remain the responsibility of the Contractor.

The Contractor is required to provide and maintain a Quality Control Plan, along with all personnel, equipment, supplies, and facilities as necessary to obtain samples, perform tests, and otherwise assure the quality of the product.

The Contractor shall submit the Quality Control Plan, to the Owner's Engineer for approval, a minimum of ten working days prior to the start of work.

The Contractor shall perform process control sampling, testing, and inspection during all phases of the work and shall perform the process control sampling, testing, and inspection at a rate sufficient to assure that the work conforms to the contract requirements, and utilizing the Test Guide Tables, which are a part of this contract, as a minimum for all testing. The Contractor shall provide the Owner's Engineer a certification stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures. The Contractor's Engineer shall certify the results of all tests performed and provide copies of the test results to the Owner's Engineer.

Copies of all test results shall be submitted to the Owner or its representative within five (5) working days after testing and shall be certified by an engineer registered in the State of Arizona in an appropriate discipline.

### Elements of the Quality Control Plan:

The Q.C.P. shall address all elements which affect the quality of any material or aspect of the project, and includes, but is not limited to the quality of the subgrade, backfill materials aggregate base, chips, oil, concrete, and asphaltic concrete, and shall include, but not be limited to the following:

- A) Mix Designs
- B) Aggregate Production
- C) Quality of Components
- D) Stockpile Management
- E) Proportioning
- F) Mixing, including the addition of Mineral Admixture, if required
- G) Placing and Finishing
- H) Joints
- I) Compaction

### Method of Measurement:

Measurement for work under this section shall be on a lump sum basis

### Basis of Payment:

Payment for work under this section, measured as provided above shall be paid for on a lump sum basis per Bid Schedule item: SAMPLES AND TESTING OF MATERIALS, MAG, SP 106.2, including any required ADOT testing and certifications for work in the ADOT Right-of-Way.

The Contractor shall utilize the following Test Guide Tables as a minimum sampling and testing requirement. The Contractor shall perform additional tests as required to produce a quality finished product as stipulated in this contract.

<b>Table 1 – Quality Control Minimum Sampling Standard for ABC and Asphalt</b>				
<b>Standard MAG Spec Section</b>	<b>Material</b>	<b>Type of Test(s) Required</b>	<b>Sampling Point</b>	<b>Minimum Sampling Frequency</b>
701, 702	Aggregate Base*	Proctor Density	Roadway and Pipe Bedding	At the start of production, then as material changes
	(ABC)	Compaction	Roadway and Pipe Bedding	One per 500 ft, per lift, per lane pass
		Gradation, PI	Roadway and Pipe Bedding	One per project, or one per 1,000 tons or fraction thereof
321, 322, 323, 710	Hot In-Place Asphaltic Concrete	Oil Content and Gradation**	If no Inspector is at the plant, sample in-place	One per day or one per 500 tons or fraction thereof
		Mix Design Properties	If no Inspector is at plant, sample in-place	One per day or one per 500 tons or fraction thereof
		Density/Nuke	Roadway	One per 500ft per lift, per lane pass
		Density/Core	Roadway	5 to 7 cores per mix/project** (additional cores to be taken if source or mix changes) per Engineer
Remarks:				
*If Asphalt Millings are used for bedding, they shall meet the requirements of virgin aggregate base course, Asphalt Millings are not accepted as ABC for pavement cross-section.				
**Asphalt deficient in oil content, at the direction of the Town Inspector/Lab, will be cored 50ft on both sides of failed section. The results of these 2 cores will be averaged with the original test result. Also the cores for gauge calibration.				
The Town, on an as-needed basis, may require additional tests.				

<b>Table 2 – Quality Control Minimum Sampling Standard for Concrete</b>				
<b>Standard MAG Spec Section</b>	<b>Material</b>	<b>Type of Test(s) Required</b>	<b>Sampling Point</b>	<b>Minimum Sampling Frequency</b>
505, 701, 702, 725	Concrete Flat Work, CIP, Structural	Compressive Strength	At Discharge	One set of three cylinders per 50 C.Y. or portion thereof, a minimum of one per shift
		Slump, Air, Time and Temperature*	At Discharge	One per set of cylinders
		Thickness	Roadway	See Specification
	Structural Pre-cast** and Re-bar	Certification	Project	One per 100 LF of item. Re-bar size and heat number
701, 702, 725, 728	Lean Mix Concrete (Slurry)	Compressive Strength	At Discharge	One set of three cylinders per shift (per Engineer)
Remarks:				
*Concrete specification for time is 90 minutes and temperature is 90 degrees.				
**Manhole Shafts and Concrete Pipe need to have acceptance stamp on them and VCP need D-load test results from Certified Lab.				
The Town, on an as-needed basis, may require additional tests.				

<b>Table 3 – Quality Control Minimum Sampling Standard for Soil</b>				
<b>Standard MAG Spec Section</b>	<b>Material</b>	<b>Type of Test(s) Required</b>	<b>Sampling Point</b>	<b>Minimum Sampling Frequency</b>
206, 601, 603, 205, 301	Soil Backfill or Trench Backfill	Proctor Density	In-Place	One per soil type
		Compaction	In-Place	One per 500ft, per lift
		Proctor Density	Roadway	One per soil type
	Subgrade	Compaction	Roadway	One per 500ft, per lift
		Gradation, PI	Roadway In-Place	One per soil type
	Manholes and Laterals	Compaction	In-Place	One per structure, pipe and lateral trench at various lifts
205, 601	Roadway, Excavation, Embankments	Proctor Density	In-Place	One per soil type
		Compaction	In-Place	One per 1,000 C.Y.
		Gradation, PI	In-Place or Source	One per soil type
211	Fill Construction	Compaction	In-Place	One per 500ft, per lift (MAG 211.3)
Remarks:				
* Any resulting failure will be reworked before any re-tests are performed.				
** The Nuclear Gauge shall be calibrated against the Sand cone at least every twenty tests or per Engineer. Rock correction shall be used for any + #4 material to obtain Maximum Proctor Density.				
The Town, on an as-needed basis, may require additional tests.				

## SECTION 107 – Legal Relations and Responsibility to the Public

### 107.2.3 Above Ground Fuel Storage Permit (Add):

The Contractor shall obtain an above-ground fuel storage permit, if required, from the local responsible agency.

### 107.9 Protection and Restoration of Property and Landscape (is revised to include):

The Contractor shall notify the appropriate utility company, agency, or property owner of any construction that may affect their facilities.

The contractor shall include erosion control devices as necessary to limit the runoff of soils onto adjacent properties or drainages during construction and to remove the devices after construction has been completed and the site restored.

### 107.9 Contractor's Responsibility for Work (first paragraph, is revised to read)

The Contractor shall properly guard, protect, and take every precaution necessary against injury or damage to all finished or partially finished work, by the action of the elements or from any other cause until the date of final acceptance. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the Contracting Agency. Partial payment for completed portions of the work shall not release the Contractor from such responsibility.

### 107.15 Public Notification:

Public notification is required for this project. The Contractor shall coordinate their construction activities with the Town, public safety agencies, ADOT, any affected schools, businesses, and local residents including detour routes and roadway closures. No separate measurement or payment will be made for public notification. Any costs for Public Notification shall be included in the Contractors lump sum bid price for Mobilization.

## SECTION 108 – Commencement, Prosecution and Progress

### 108.2 Subletting of Contract:

- F) Coordination of subcontractors' work with the Contractor's work shall be the responsibility of the Contractor.

### 108.5 LIMITATION OF OPERATIONS:

Except in emergencies endangering life or property, written permission shall be obtained from the Town prior to performing any work on weekends, legal holidays, or after regular work hours.

**Any overtime hours accrued by the Owner's inspector or appointed representatives due to the scheduling of the Contractor or any of its subcontractors shall be reimbursed to the Owner by the Contractor at a rate of \$150.00 per hour. Reimbursement shall be achieved through deductions for inspector overtime from contractor pay requests.**

### 108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:

The contract time, including the final cleanup of the project site and storage areas, may be extended as a result of weather conditions that cannot be reasonably anticipated. The number of actual days that the scheduled work is impacted by adverse weather shall be recorded weekly during the construction

period and included in the Contractors weekly schedule submittal. The effect of the delay must be shown on the Critical Path Schedule for the project. The Contractor shall submit claims for the delay of critical path work within two working days of experiencing adverse weather and associated project delays. Only delays affecting the Critical Path for the project will be considered for a time extension.

The contract time includes up to 5 Calendar days for weather conditions. Contract time extensions will be considered warranted when actual work critical to the timely completion of the project is delayed for fifty (50) percent or more of the Contractor's scheduled workday and daily precipitation, as recorded for Town is equal to or greater than twenty-five (25) percent of the historical monthly average. Contract time extensions will only be considered when the weather days exceed the 5 days anticipated in the contract time.

No additional payment will be made to the Contractor for weather-related time extensions.

#### ***THE CONTRACT TIME SHALL BE AS FOLLOWS:***

For the **BASE BID**, the total Contract time will be **200** calendar days.

### **SECTION 109 – Measurements of Quantities**

#### **109.2 Scope of Payment (Add):**

Only the items listed on the Bid Schedule are pay items. Any items listed in the MAG Specifications or construction plans that are not listed on the Bid Schedule shall be considered incidental to the bid price for other items included in the Bid Schedule. Reference Section 200.1 of these Special Provisions for special earthwork measurement and payment conditions.

Cost of testing and other incidental operations, profit and overhead costs including the cost of supervision, temporary field offices, move-in, move-out, insurance, taxes, equipment not a permanent part of the job, and other incidental items, shall be included in the unit bid prices.

#### **109.4.1 Compensation for Alteration of Work Due to Physical Conditions**

(Add the following to Section 109.4, Compensation for Alteration of Work):

Contract allowance items are provided for the purpose of encumbering funds to cover the costs of possible contract amendment 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 in accordance with the Section 109.4. It shall be understood that this allowance item is an estimate only and is based on the contract amendment history of similar projects. It shall not be utilized without an approved contract amendment. It is further understood that authorized extra work, if any, may be less than the allowance item. The Contractor, by submittal of his bid, acknowledges that the total bid and individual bid items were prepared without anticipation of the use of the contract allowance.

#### 109.4.1 Compensation for Alteration of Work Due to Physical Conditions

(Replace section as follows):

No measurement or direct payment for alteration of work due to physical conditions will be made.

## PART 200 – Earthwork

### SECTION 201 – Clearing and Grubbing

#### 201.1 General:

No separate measurement for earthwork (excavation, subgrade excavation, shoulder, slopes, and channel grading and/or embankment) for the project will be made. Payment will be made per the quantities of subgrade preparation as included in the bid schedule for the project, compete in place. The native soils are anticipated to be corrosive to ductile iron pipe and polywrap protection will be required for all ductile iron pipe, fittings, valves, and appurtenances installed for the project per MAG Section 610. Polywrap is not required for PVC pipe installation except where Meg-a-lug or other metallic fittings exposed to the soils are required.

## PART 300 – Streets and Related Work

#### 301.3 – Relative Compaction (Add the following)

Unless a higher density requirement is specifically included elsewhere in the project bid documents, all subgrades and finish grading shall be compacted to a minimum of 95% of standard proctor.

### Section 321 – Placement and Construction of Asphalt Concrete Pavement

#### 321.1 Description: (AMEND the following)

##### Description:

The work under this section shall be in accordance with Sections 321 of MAG Specifications, and the included MAG Section 710 Technical Supplement, with modifications and clarifications as follows:

##### Construction Requirements:

Asphalt construction shall be placed in one lift of 1/2" Mix at a depth of 1.5" over one lift of 3/4" Mix at a depth of 3.5" over 12" of ABC placed in three lifts.

#### 321.5 Mix Design – Asphalt Concrete

The asphalt that shall be used for this project shall be per MAG Section 321, MAG Section 710, and the included MAG Section 321 of these Special Provisions. The mix designation for the project shall include both 1/2" Mix and a 3/4" Mix both with PG 64-16 binder. The use of RAP materials, per MAG Section 710.2.3, shall not be allowed for use on this project.

**321.12 Measurement** is revised to read:

Asphalt concrete pavement will be measured by the ton for the mixture actually used as allowed above, which shall include the required quantities of mineral aggregates, asphalt binder, and mineral admixture. Measurement shall include intersections, roadways, streets, or other miscellaneous surfaces indicated on the plans or as directed by the Engineer and will be used as the basis for payments.

**321.12 Payment** is revised to read:

The asphalt concrete provided above will be paid for at the contract unit price as measured per TON per 321.12 above, which price shall be full compensation for the item complete in place.

## SECTION 350 – Removal of Existing Improvements

**350.1 Description** (Add the following):

The work under this section shall consist of the removal, salvage, and reinstallation, wholly or in part, and satisfactory disposal of all pavements, concrete, structures, and obstructions within the project area which interfere with the construction of the proposed improvements. Salvaging of designated materials includes backfilling the resulting cavities. Existing structures, pavement, fencing, and other existing improvements which are or are to become an integral part of the existing and/or planned improvements shall remain even though not specifically noted on the plans, specifications, and special provisions.

Materials removed and not designated to be salvaged or incorporated into the work shall become the property of the Contractor.

The removal of existing improvements shall be conducted in such a manner as not to injure active utilities or any portion of the existing improvements that are to remain in place.

All improvements located within the construction limits that require removal for the construction of the new improvements, whether included in the bid schedule or not, are to be removed and disposed of by the Contractor.

The following conditions shall apply for the removal, replacement, and matching of existing improvements to new construction. The cost of this work is incidental to the project bid amount:

1. Provide a minimum of 24" of transition grading from existing improvements to new construction elements to provide a smooth transition between existing grades and the new improvements.
2. Existing improvements shall be removed and replaced in kind within the 24" transition zone. This includes concrete, ABC, asphalt driveway transitions, landscape stone/brick, irrigation components, fences, or any other landscape features requiring the transition.
3. Shrubs/low-growth vegetation may be trimmed to provide room for necessary construction devices.
4. The Contractor will coordinate with the Town for the exact limits of the removals and replacements as required at each match-up location.
5. ABC shall be used for any match-up required at unimproved driveways or other locations subject to vehicle or pedestrian traffic where not specifically called out for replacement on the plans. Native earthen materials may be used at locations not subject to vehicle or

pedestrian traffic.

6. Improvements within the 24" transition zone must be adjusted to final finish grade elevations.

### 350.2 – Construction Methods (Add the following):

Culverts, signs, striping, and other structures in use by traffic shall not be removed until satisfactory arrangements have been made to accommodate the traffic. Operations necessary for the removal of an existing structure or obstruction, which may damage new construction, shall be completed prior to commencing the new work.

Items to be salvaged and reused shall be carefully stockpiled or stored by the Contractor at locations designated in the Contract Documents or as directed by the Engineer and/or Owner. Items to be salvaged or reused in the new construction that are damaged or destroyed as a result of the Contractor's operations shall be repaired or replaced by the Contractor at no additional cost to the Town.

### 350.3 Miscellaneous Removal and Other Work (REPLACE in its entirety with the following):

Removal necessitated by the work as it progresses and not specifically called out on the Plans will be considered incidental work. All removal items not specifically designated for stockpiling or other uses shall be deemed to be Surplus Material and disposed of in accordance with the provisions of Section 205.6 of the Specifications. Hard surface removals (asphalt, concrete, etc.) shall require a neat saw cut edge or removal to the nearest joint. No separate measurement or payment will be made for saw cutting.

### 350.3.5 – Removal of Signs and Delineators:

Street signs, delineators, and traffic control signs shall be removed and replaced and/or salvaged as needed for the construction of improvements with approval from the Engineer and/or Town. The Contractor shall dismantle the signs and delineators and remove the signposts from the ground in such a manner as to prevent damage to the posts and signs. The Contractor shall execute care when removing all salvageable parts or appurtenances so as to permanently reinstall these items in as good a condition as possible after construction is complete. Note that all new or relocated sign installations shall require **new posts and bases** per Quad City Standard Detail 131Q. Sign panels may be reused.

Removal also includes removal of the sign and delineator concrete or other bases and backfill with compacted ABC to fill the void spaces left by the base removals. Per the direction of the Engineer and/or Town, temporary street signs, delineators, and traffic control signs may be required during construction and shall be provided by the Contractor. The Contractor shall not remove the existing street signs, delineators, and traffic control signs without approval from the Engineer and/or Town and temporary street signs, delineators, and traffic control signs in place. Measurement or payment for the removal and reinstallation/salvage of existing street signs, delineators, and traffic control signs shall be included in the lump sum bid item for Removals and include backfilling of the post-hole bases as necessary with ABC material.

Installation of new or relocated foundations, posts, and signs shall be per Quad City Standard Detail 131Q, complete in place. If existing signs and sign materials are damaged by the Contractor, new signs will be required to be installed. Measurement and payment for the removal of existing signs and the installation of new or relocated signs, posts, foundations, and delineators, shall be included in the lump sum bid item for Removals.

#### 350.4 – Measurement and Payment (REPLACE in its entirety with the following):

No separate measurements will be made for removals. Payment for removals will be made at the contractor's lump sum bid amount included in the Bid Schedule for Removals, MAG 350, and include all removals required for the construction of the work associated with the project, whether indicated on the plans or not.

## PART 400 – Right of Way and Traffic Control

### 401 – Traffic Control

#### 401.1 Description (Modify):

Traffic Control will be a critical component of the work and shall apply to both vehicle and pedestrian traffic at the construction sites.

All Traffic Control shall be in accordance with Section 401 of the MAG Standard Specifications and the Manual on Uniform Traffic Control Devices, 2009 Edition (MUTCD), U.S. Department of Transportation, Federal Highway Administration, ADOT requirements for work in the SR89 ROW, and all subsequent revisions thereto and as modified herein. Traffic control shall consist of furnishing, installing, maintaining, moving, and removing barricades, warning signs, lights, signals, cones, and other traffic control devices, including construction signing of detour routes to provide safe and efficient passage through and/or around the work for movement of traffic through construction zones and to protect workmen in or adjacent to the work zone. The requirements of the MUTCD shall be considered as the minimum standards for the protection of workmen and the traveling public.

Prior to the commencement of any construction operations by the Contractor, a Traffic Control Plan shall be submitted to the Town and ADOT, where required, for approval. The Traffic Control Plan shall be submitted prior to issuance of the Notice to Proceed with the construction, and shall specifically and graphically identify a proposed sequence of operations and a compatible method of maintaining traffic.

No detours shall be opened to traffic until approved by the Engineer. Additional site-specific adjustments to traffic control will be required if deemed necessary by the Engineer.

The Contractor will be responsible for the implementation and maintenance of all approved traffic control plans and devices. During the Contractor's working hours, sufficient staffing and traffic control around the active construction zone shall be provided to ensure safe conditions.

#### 401.5 General Traffic Regulations (is revised to include):

Full closure of any roads within this project will not be permitted unless specifically allowed by the Town and ADOT for closures that affect SR89. Flagmen with radio communication will be required to maintain at least one lane of traffic at all times unless traffic control signs and other devices are adequate to delineate the construction zone. Flagging stations shall be positioned at the beginning, end, and at all intersecting roadways within a paving segment where required.

Vehicular access shall be maintained to developed properties at all possible times. When access must be restricted for construction, the Contractor shall give written notice to each affected resident/business not less than 48 hours in advance.

It is important to note that flagging stations or appropriate signs shall be required at all roadway access points entering the work zone. This includes, but is not limited to mainline roads, side roads, service roads, and commercial driveways.

The Contractor shall provide proper signing and delineators at all approaches to each construction zone and shall provide detailed road schematics and detour routes as necessary.

Electronic Message Board(s) will be required for this project at up to four locations as directed by the Town and/or ADOT. The cost of which shall be included in the lump sum amount for Traffic Control.

Fixed Project Information Sign - An 8' x 4' sign shall be installed at a fixed location for each roadway project (as approved by the Town), which will provide the following information to the general public:

- Name of Project
- Dates of construction
- Name of Contractor
- Contractors contact phone number

All sign content shall be approved by the Town and/or ADOT as appropriate and the cost and installation of the signs shall be considered incidental to Traffic Control.

Any project areas that will result in queuing of traffic into the roadways of other jurisdictions (ADOT, other local governments) may require that the Contractor secure a permit from that agency. Permit fees, traffic control plans, and/or other requirements for the permit shall be included within the bid costs of the Traffic Control line item included in the Bid Schedule.

**401.6 Method of Measurement** (first paragraph is revised to read):

Traffic control shall be measured as a Lump Sum (LS) item and shall include all items, materials, equipment, signs, workmen, devices, electronic message boards, fixed project information signs, facilities and work necessary to provide adequate traffic control and detours as detailed in the Contractors Traffic Control Plan and as directed by the Engineer.

**401.6 Payment** (is revised to read):

Payment will be made for Traffic Control as a lump sum for this project.

## PART 600 – Water, Sewer, Storm Drain and Irrigation

### 601 – Trench Excavation, Backfilling and Compaction

**601.4.6 Compaction Densities (ADD):**

Trench backfill densities expressed as percent of maximum Std. Proctor are specified in the Plans per

the TRENCH DETAILS. Minimum densities, in all instances, shall not be less than 95%, unless specifically authorized by the Engineer in writing.

No water settlement will be allowed.

All existing and/or new culverts with less than 2' of minimum cover to finished grade, located in traveled areas with new asphalt or other surfacing as a part of this project, will be required to be encased in a single sack slurry backfill (CLSM) per MAG Section 728 up to 6" above the top of the pipe.

#### 601.1 General (Add):

Measurement and payment for water construction items will be per the Bid Schedule units and pricing, complete in place including all trenching, bedding, joint restraints, fittings, and incidental components required for a complete in-place installation. The 12" pipe, fittings, and connectors shall be restrained to the lengths required per MAG Detail 303-1 and 303-2 using Field-Lok gaskets, Meg-A-Lug, or equal joint restraints. The use of tie-rods or concrete thrust blocks will only be allowed where existing facilities cannot be restrained using restrained joints and the installations are approved by the engineer.

#### 611.4 Sewer Line Testing (Add)

Sewer line testing in accordance with ADEQ requirements shall be completed by the Contractor and witnessed by the Engineer. Testing includes deflection testing, low-pressure air testing of the sewer lines, and vacuum testing of the manholes. All test results will be provided to the Town/Engineer.

Additionally, a video inspection of the interior of the sewer lines shall be completed by the Contractor and the results provided to the Town/Engineer in both electronic video and hard copy sewer inspection forms for the project record.

#### 611.7 Payment (Add)

No separate measurement or payment will be made for the sewer line testing and video inspection for the project, the cost of which being considered incidental to the sewer line construction.

## PART 700 – Materials

### 700.1 General Material Requirements (Add)

- The asphalt that shall be used for this project shall be per MAG Section 321, MAG Section 710, and the included MAG Section 321 of these Special Provisions. The mix designation for the project shall include both 1/2" Mix and a 3/4" Mix both with PG 64-16 binder. The use of RAP materials, per MAG Section 710.2.3, shall not be allowed for use on this project.
- Aggregate Base Course material shall be per MAG Section 702 and Table 702-1 for "Aggregate Base Course".
- All concrete used on the project shall be MAG Class AA, 4,000 psi, with an air-entraining admixture. This requirement supersedes all standard details and specifications where a

lesser concrete strength is noted.

- Concrete fords shall be constructed per MAG Std Detail 552 using MAG Class AA, 4,000 psi concrete over 12" of Aggregate Base (ABC). Depth gauges are not required for the roadway ford crossings.
- Pavement markings and striping shall conform to ADOT material and painting standards.
- All sewer lines shall be ASTM D3034, SDR-35 PVC, sized per the plans.
- 4" sewer service laterals shall be per QSCD, City of Prescott Std Det 440P-1.
- Ductile Iron Waterlines shall be Class 350, sized per the plans.
- PVC Waterlines shall be AWWA C-900. Class 235, DR-18 sized per the plans.
- Blow-off valves shall be a minimum size of 2".
- Air release valves shall be a minimum size of 2".
- Joint restraints shall be Field-Lok, Megalug, or equivalent.
- All other materials shall be as required by the Standard Details, industry standards, and/or other referenced specifications.
- All other materials shall be as required by the Standard Details, industry standards, and/or other referenced specifications.
- Work near or in ADOT's ROW will require conformance to the ADOT permit requirements, including painting and pavement marking materials and any other special conditions of the ADOT permit.

## REFERENCE DOCUMENTS

The work identified and described in the W. Perkinsville Rd Improvements - Phase 1, Special Provisions, October 2023, prepared by EPS Group, Inc., and sealed by Ryan V. McKinnis on 12/15/2023, have been established in accordance with the following standards:

1. Maricopa Association of Governments, Uniform Standard Specifications and Details for Public Works Construction, most recent edition.
2. All Arizona Department of Transportation Standard Specifications and Details, most recent editions that apply to the project.
3. Arizona Department of Health Services Engineering Bulletins:
  - a. #8 Disinfection of Water Systems.
  - b. #10 Guidelines for the Construction of Water Systems.
4. U.S. Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD).
5. American Water Works Association Standards, most recent edition.

EXHIBIT B  
TO  
INVITATION FOR BIDS  
FOR  
W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1

[Substitution/Equal Request Form]

See following pages.

SUBSTITUTION/EQUAL REQUEST FORM

W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1

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

1.	<u>Section</u>	<u>Page</u>	<u>Paragraph/Line</u>	<u>Specified Item</u>

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

State why specified product, fabrication or installation cannot be provided, if applicable: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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.)

2. 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. Include annotated copy of applicable Specification Section.

<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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. 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.

4. The undersigned understands and agrees that the substitution requested, including all supporting data, will only be considered if it is submitted to the Town Representative 10 full Days prior to the Bid Deadline. Telegraphic (facsimile) or electronic (email) copies will **not** be considered.

**Submitted by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone No.

**For Town's Use Only:**

Accepted

Rejected

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

EXHIBIT C  
TO  
INVITATION FOR BIDS  
FOR  
W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1

[Bid Schedule]

See following pages.

BID SCHEDULE

W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1

**NOTE:**

All pricing blanks in the attached Bid Schedule must be filled in. Incomplete or unfilled spaces shall result in a determination that a Bid is non-responsive.

All bids are presumed to include all applicable taxes.

Please be advised that ARIZ. REV. STAT. § 42-5075(p) applies to the Project contemplated within this Contract.

Contractor is responsible for ensuring that all Work contemplated by the Plans for the Project is bid on the attached Bid Schedule.

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

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

Bid Schedule follows.

**Bidder's Schedule of Values**

**Town of Chino Valley  
Water and Sewer Main Extension - Phase 1 (Excludes Ultimate Paving)  
Project No. 17-146.01**

Item Number	Description	Unit	Quantity	Unit Price	Cost
1	Mobilization & Demobilization	LSUM	1		
2	Storm Water Pollution Prevention Plan	LSUM	1		
3	Construction Staking & Record Drawings	LSUM	1		
4	Quality Control & Material Testing	LSUM	1		
5	Construction Water	LSUM	1		
6	Dust Control	LSUM	1		
7	Traffic Control	LSUM	1		
8	Prepare Subgrade	SY	5227		
9	Aggregate Base Course , 12" Thick	CY	1743		
10	Asphalt Concrete Pavement (1/2" Mix, High Traffic, 1.5" Thick)	TON	445		
11	Asphalt Concrete Pavement (3/4" Mix, High Traffic, 3.5" Thick)	TON	1030		
12	Install Thickened Edge, Mag 201, Type A	LF	2826		
13	Install Class AA Concrete (9" Thick), prep subgrade	SY	231		
14	Adjust Valve Box and Cover to Grade per MAG Detail 391-1	EA	7		
15	Adjust Manhole Frame and Cover, MAG Detail 422	EA	4		
16	Adjust Gas Service to Grade	EA	1		
17	Reset Benchmark and Provide stamped brass cap	EA	1		
18	4" White Traffic Stripe	LF	100		
19	4" Yellow Traffic Stripe	LF	620		
20	Paint Symbol - Left Turn Arrow	EA	2		
21	Reflectorized Raised Pavement Marker ( Blue, 2-way)	EA	2		
22	Sign Post	EA	1		
23	Sign Post Foundation	EA	1		
23	6" Class 350 D.I. Pipe	LF	146		
24	12" Class 350 D.I. Pipe	LF	1447		
25	2" Type 'K' Copper, COP Detail 316P	LF	308		
26	12" Waterline Fitting	EA	8		
27	Install Fire Hydrant and 6" Valve per Mag 360	EA	3		
28	12" Valve per MAG Detail 391-1	EA	8		
29	12" Blank Flange	EA	1		
30	2" Air/Vacuum Release Valve Assembly (Quad City Det. 317Q-1)	EA	2		
31	2" Water Service, COP detail 316P	EA	1		
32	Connect to Exist. Waterline	EA	1		
33	6" Waterline Plug	EA	3		
34	18" SDR-35 PVC Sewer Service Pipe	LF	1474		
35	5' Concrete Sanitary Sewer Manhole per MAG Detail 420-1	EA	4		
36	18" Sanitary Sewer Pipe Plug, MAG Detail 427	EA	15		
37	Concrete Encasement per Mag Detail 404 - Allowance	LSUM	1	\$ 1,500.00	\$ 1500.00
38	Connect to Exist. Manhole	EA	1		
39	4" SDR-26 Sanitary Sewer Service Line	LF	192		
40	6" SDR-35 Sanitary Sewer Service Line	LF	53		
41	Remove Pavement Section	SY	5365		
42	Remove Concrete	SF	344		
43	Remove Curb and Gutter	LF	5		
44	Remove Fire Hydrant	EA	1		
45	Relocate Existing Sign	EA	3		
46	Contract Allowance	LSUM	1	\$ 200,000.00	\$ 200,000.00
<b>Construction Total =</b>					

EXHIBIT D  
TO  
INVITATION FOR BIDS  
FOR  
W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1

[Federal Requirements]

Not applicable to this Project.

EXHIBIT E  
TO  
INVITATION FOR BIDS  
FOR  
W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1

[Licenses; DBE/WBE Status]

See following page.

LICENSES; DBE/WBE STATUS

---

- 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 a current Arizona Transaction Privilege (Sales) Tax License reflecting the Town as a reporting jurisdiction or current Town Business 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.

EXHIBIT F  
TO  
INVITATION FOR BIDS  
FOR  
W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1

[References]

See following page(s).

REFERENCES

W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 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.

Company: \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contract Initiation Date: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Contract Value: \$ \_\_\_\_\_ Annual Amount \_\_\_\_\_

Company: \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contract Initiation Date: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Contract Value: \$ \_\_\_\_\_ Annual Amount \_\_\_\_\_

Company: \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contract Initiation Date: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Contract Value: \$ \_\_\_\_\_ Annual Amount \_\_\_\_\_

EXHIBIT G  
TO  
INVITATION FOR BIDS  
FOR  
W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1

[Bid Bond]

See following page.

BID BOND  
W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1

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 Town of \_\_\_\_\_,  
(hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Chino Valley,  
(hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of Bid Amount,  
\_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_) lawful money of the United States  
of America, to be paid to the order of the Town of Chino Valley, 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: \_\_\_\_\_.

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 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

\_\_\_\_\_  
By

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

\_\_\_\_\_  
By

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

EXHIBIT H  
TO  
INVITATION FOR BIDS  
FOR  
W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1

[Key Personnel/Subcontractor Listing]

See following page.



EXHIBIT I  
TO  
INVITATION FOR BIDS  
FOR  
W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1

[Performance Bond]

See following page.

PERFORMANCE BOND  
W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1

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 Town of \_\_\_\_\_ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Chino Valley (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  
FOR  
W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1

[Payment Bond]

See following page.

PAYMENT BOND

W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1

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 Town of \_\_\_\_\_ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Chino Valley (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  
FOR  
W. PERKINSVILLE RD. IMPROVEMENTS – PHASE 1

[Acknowledgments of Addenda received]

See following page(s).