

**NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS FROM  
CONTRACTORS FOR A JOB-ORDER-CONTRACT CONTRACT  
TOWN OF GILBERT, ARIZONA**

Project Name: Job Order Contract for Streets Transportation Construction Services

Project Number: N/A

Contract Number: 319001058 & 319001049

Deadline: 04/02/2019

Submittal Location: Gilbert Civic Center, Town Hall Administration Building, 50 East Civic Center Drive, Gilbert, AZ 85296

GILBERT Staff Contact: Casey Ambrose; [casey.ambrose@gilbertaz.gov](mailto:casey.ambrose@gilbertaz.gov)

RFQ available at: **Town of Gilbert Website ONLY (at no charge)**  
**<http://www.gilbertaz.gov/rfp>**

**Date and Location for Submittal:** Sealed Statements of Qualifications (SOQs) from qualified Job-Order-Contractors will be received at the Gilbert Civic Center, Town Hall Administration Building, 50 East Civic Center Drive, Gilbert, Arizona 85296 by 3:00 **p.m.**, MST, April 02, 2019. SOQs must be submitted in a sealed envelope clearly marked in accordance with the requirements of the Request for Qualifications (RFQ). The SOQ must include all information items listed in the RFQ in the order listed. Any SOQ received after the time specified will be returned unopened. (No amendments will be accepted). It is the Contractor's responsibility to assure SOQ's are received at the above location on or before the specified time.

**Project Description:** It is the Town of Gilbert's intent to award multiple contracts for the Job-Order Contracting (JOC) for Streets Transportation Construction Services. The Town of Gilbert may award enter into as many as two (2) contracts with qualified firms to provide JOC services related to street transportation projects. Each contract will be for JOC services related to street transportation projects: **Concrete and asphalt work, utility adjustments, stamped asphalt and concrete, bus pads, micro seal, slurry seal, seal coating and other miscellaneous items on an as-needed basis as determined by the Town.**

**Pre-Submittal Conference:** A pre-submittal conference will be held on **March 21, 2019 at 10:00 a.m.**, MST at the Gilbert Civic Center, Town Hall Administration Building, 50 East Civic Center Drive, Room 300. It is highly recommended that all prospective Proposers attend, as Proposer responsibility issues will be discussed, along with Project requirements.

**SOQ Format:** Each SOQ received must be in accordance with the format and information provided within the Request for Qualifications package. Any submittal that does not conform, in all material respects to what is outlined in the RFQ, will be considered non-responsive. Each SOQ shall be submitted in a sealed envelope per the directions provided in the RFQ.

**Solicitation Transparency Policy:** Beginning on the date this Solicitation is issued and continuing until either the date a contract is awarded or this Solicitation is withdrawn by Gilbert, all persons or

entities who respond or intend to respond to this Solicitation, including without limitation their employees, agents, representatives, partners, subcontractors, consultants, joint venturers, members, lobbyists, or attorneys (collectively, "Proposers"), shall only discuss matters associated with this Solicitation with the Procurement Officer designated in this Solicitation and shall not have any direct or indirect contact about this Solicitation with any other Town staff or Town official, including, without limitation, members of the evaluation panel, the Town Manager, Deputy Town Managers, the Mayor, or any member of the Gilbert Town Council. As long as the subject matter of the Solicitation is not discussed, Proposers may continue to conduct business with Gilbert.

Notwithstanding the foregoing, Proposers may discuss this Solicitation with the Mayor or a member of the Gilbert Town Council, provided such meetings are scheduled through the Procurement Officer listed on this Solicitation, conducted in person at Gilbert Civic Center, Town Hall Administration Building, 50 East Civic Center Drive, Gilbert, Arizona 85296, and are posted as open meetings by the Town Clerk at least twenty-four (24) hours prior to the scheduled meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process. **Proposers who violate this policy shall be disqualified from participating in this Solicitation.**

**Right to Reject SOQ:** GILBERT reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion. GILBERT, or its consultants and advisors, will not be responsible for any cost incurred by any firm submitting a SOQ or responding to this notice.

**Equal Opportunity:** GILBERT is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit on this Project.

DATED: March 13, 2019

TOWN OF GILBERT, ARIZONA  
Town Clerk

Publications Date(s): March 15, 2019 and March 22, 2019

**REQUEST FOR STATEMENT OF QUALIFICATIONS FROM  
JOB-ORDER-CONTRACTORS FOR  
STREET TRANSPORTATION CONSTRUCTION SERVICES**

Project Name: Job Order Contract for Streets Transportation Construction Services  
Contract Number: 319001049 and 319001058  
Deadline: 04/02/2019 @ 3:00 pm MST  
Submittal Location: Gilbert Civic Center, Town Hall Administration Building, 50 East Civic Center Drive, Gilbert, Arizona 85296  
Gilbert Staff Contact: Casey Ambrose, casey.ambrose@gilbertaz.gov  
**RFQ available at:** **Town of Gilbert Website ONLY (at no charge)**  
**<http://www.gilbertaz.gov/rfp>**

**1.0 REQUEST FOR STATEMENTS OF QUALIFICATIONS**

The Town of Gilbert invites qualified firms to submit a Statement of Qualifications (SOQ) for the above referenced Project. The JOC Contractor selected will be the firm who can provide the best value to the Town and who are the most qualified based on the selection criteria in this RFQ as determined by the Town in its sole discretion.

**Solicitation Transparency Policy:** Beginning on the date this Solicitation is issued and continuing until either the date a contract is awarded or this Solicitation is withdrawn by Gilbert, all persons or entities who respond or intend to respond to this Solicitation, including without limitation their employees, agents, representatives, partners, subcontractors, consultants, joint venturers, members, lobbyists, or attorneys (collectively, "Proposers"), shall only discuss matters associated with this Solicitation with the Procurement Officer designated in this Solicitation and shall not have any direct or indirect contact about this Solicitation with any other Town staff or Town official, including, without limitation, members of the evaluation panel, the Town Manager, Deputy Town Managers, the Mayor, or any member of the Gilbert Town Council. As long as the subject matter of the Solicitation is not discussed, Proposers may continue to conduct business with Gilbert.

Notwithstanding the foregoing, Proposers may discuss this Solicitation with the Mayor or a member of the Gilbert Town Council, provided such meetings are scheduled through the Procurement Officer listed on this Solicitation, conducted in person at Gilbert Civic Center, Town Hall Administration Building, 50 East Civic Center Drive, Gilbert, Arizona 85296, and are posted as open meetings by the Town Clerk at least twenty-four (24) hours prior to the scheduled meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process. **Proposers who violate this policy shall be disqualified from participating in this Solicitation.**

**2.0 INSTRUCTIONS**

Sealed Statements of Qualifications will be received at the Gilbert Civic Center, Town Hall Administration Building, **50 East Civic Center Drive, Gilbert, Arizona 85296** until 3:00 p.m. MST, April 02, 2019. One (1) original and six (6) paper copies of the SOQ, together with one (1) electronic copy on a USB flash drive as a single .pdf document that is PC readable, labeled and

not password protected, must be submitted in a sealed envelope clearly marked: **“SOQ for Job-Order-Contract: Project Name: Streets Transportation Construction Services and Contract Number: 319001049 & 319001058”**. Any Statement of Qualifications received at the wrong location, unsealed or after the time specified will not be accepted and shall be returned without being opened. It is the firm’s responsibility to assure Statements of Qualifications are received at the above location on or before the specified time.

The SOQ shall include a one-page cover letter plus a maximum of twelve (12) pages to address the SOQ criteria specified (including organization chart) and Past Performance Verification form. Resumes of key personnel may be attached as an additional exhibit and will not count toward the 12-page limit.

**Please be advised that failure to comply with the following criteria will result in disqualification:**

- Receipt of submittal by the date and time specified.
- Receipt of submittal at the proper location.
- Receipt of a sealed submittal package.
- The number of originals and/or copies of the submittal specified.
- Adherence to maximum page requirements.
- Acknowledgement of all addenda in the cover letter.
- Supplemental resumes are not allowed.

Adherence to the maximum page criteria is critical; each page side (maximum 8-1/2” x 11”) with criteria information will be counted. Pages and tabs that have photos, charts, graphs or criteria information will be counted towards the maximum number of pages. The minimum allowable font size shall be 11.

A pre-submittal conference will be held on **March 21, 2019, at 10:00a.m. MST** at the Gilbert Civic Center Town Hall Administration Building, 50 East Civic Center Drive, Gilbert, Arizona 85296, **Room 300**. Attendance at this meeting is highly recommended since vital information necessary to the understanding of the Project and the selection process will be discussed.

### **3.0 GENERAL DESCRIPTION OF PROJECT**

Town intends to enter into job-order-contracts (“JOC”) for street transportation construction services with two separate qualified contractors for the following services: concrete and asphalt work, utility adjustments, stamped asphalt and concrete, bus pads, micro seal, slurry seal, and seal coating. This JOC will have a term of five (5) years. The Town intends to award one (1) year contracts for JOC services with possible four (4) additional one year renewal options. There will be a single final list of at least three and not more than five firms that may be considered for the award.

#### 4.0 SCOPE OF WORK

During the terms of each JOC contract, Work is performed as a series of individual Job Orders. Each Job Order, initiated by Town, is defined cooperatively by Town and JOC Contractor. A scope, schedule and price are agreed upon, and the JOC Contractor is directed to proceed with the work. The price for each Job Order will be based on a price booklet with weight factors and inflation factors.

The Project consists of providing the following services for street transportation projects: Concrete and asphalt work, utility adjustments, stamped asphalt and concrete, bus pads, micro seal, slurry seal, seal coating and other miscellaneous items on an as-needed basis as determined by the Town. General responsibilities of the JOC Contractor are outlined in the attached pro forma Job-Order-Contract. Specific responsibilities will be set forth in a Job Order. The total amount for each JOC contract shall not exceed \$5,000,000 per year. No Job Order Task shall exceed \$1,000,000.

#### 5.0 SOQ FORMAT AND SCORING

The selection criteria and relative weights for determining the order of firms on the final list are as follows:

| MANAGEMENT   | MAXIMUM SCORE |
|--|---------------|
| JOC Process Understanding and Approach (project specific)  | 20            |
| Schedule and Cost Control Ability  | 10            |
| Quality Control Ability  | 5             |
| Subcontractor selection plan or procedures to implement the Town's subcontractor selection plan. | 5             |
| <br>   |               |
| EXPERIENCE   |               |
| Firm Experience and Capability for Work  | 10            |
| Proposed Project Manager   | 25            |
| Proposed Management Staff  | 10            |
| <br>   |               |
| REFERENCES   |               |
| References (Past Performance Verification Form)  | <u>15</u>     |
| <br>   |               |
| <b>Total Maximum Points</b>  | <b>100</b>    |

#### 6.0 SELECTION PROCESS

**6.1 Selection Committee:** A Selection Committee will review the Statements of Qualifications and develop a final list of three (3) and not more than five (5) firms based on the included "Evaluation Criteria". The same Selection Committee shall function as to both of the contracts included in this procurement. The criteria to be used to determine the order of firms on the final list are set forth in Section 5.0. The firms appearing on the final list will be invited to participate in an interview with the Selection Committee. The Town will select the firms on the final list and their order through the combined results of the interview process and the evaluation of Statement of

Qualifications performance data submittal. In the event of a tie, total points from the interviews will be utilized as a tie-breaker.

**6.2 Contract Negotiation:** Upon completion of the final rankings, Town will enter into negotiations with the two (2) highest ranked firms for a Job-Order-Contract. If a JOC contract cannot be successfully negotiated with one (1) or both of the highest ranked firms, then negotiations will be terminated with that firm and Town will enter into negotiations with the next highest ranked firm until an agreement is reached or an impasse is declared.

**6.3 Key Personnel:** The firm shall ensure that Key Personnel identified in its SOQ shall be the Key Personnel assigned to each Project. Such Key Personnel shall not be replaced without prior written acceptance of Town. Unauthorized replacements will result in disqualification of the proposal or breach of the JOC.

## **7.0 CONTENTS OF SOQ**

Statements of qualifications shall be scored in accordance with Section 5.0 and contain the following information:

**7.1 Project Understanding and Approach:** Response must demonstrate your comprehension of the objectives for the JOC Program. Do not merely duplicate the anticipated Scope of Work described in this Request for Qualifications (RFQ).

- Describe and demonstrate your firm's/team's comprehension of the goals and objectives of this Project.
- Discuss whether the description of the project is sufficiently explicit.
- Discuss the major issues your team has identified on this Project and how you intend to address those issues.
- Define any assumptions made in formulating criteria response.

**7.2 Schedule and Cost Control Ability:** Response must demonstrate firm's ability to manage a Job Order schedule throughout all phases of the Project. Describe the method(s) your proposed team will employ for this Project.

**7.3 Quality Control Ability:** Response must demonstrate firm's ability to provide quality control oversight of job-order-contact's activities throughout all phases of the Contract. Describe the method(s) your proposed team will employ for this Project.

**7.4 Subcontractor Selection Plan:** Responses shall include a proposed subcontractor selection plan and a requirement that the proposed subcontractor selection plan must select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone.

**7.5 Firm Experience and Capability for Work:** The SOQ shall list up to five (5) projects, including JOC and CM@R projects, awarded to your firm for similar Services during the last three (3) years (Arizona projects are preferred). For each project provide the project description, client name and contact, award date (note if pending), construction costs, status of completion, and estimated completion date. As part of the selection process, Town will consider the size and

complexity of the Project under consideration, the resource investment of the firm in other current projects, and the amount of previous work recently performed.

Provide an organization chart showing Key Personnel identified in 7.5 and 7.6 below. The chart shall indicate lines of authority, points of contact, and percentage of weekly times that each individual will be committed to this Project.

**7.6 Proposed Project Manager:** Response must name the Project Manager directly responsible and engaged in the Project. Describe the Project Manager's specific qualifications and experience directly related to the proposed job-order-contract. A response prepared specifically for this Project is required. Focus on the proposed Project Manager's specific duties and responsibilities and how project experience is relevant to the proposed Project.

- Identify the employer.
- Include professional registrations if applicable.
- Indicate length of time with firm.
- Indicate state of residency.
- Describe the individuals' qualifications in terms of education and experience, including design management experience and any particular style and skills that will benefit this project.
- List a minimum of three similar projects in scope and complexity for which the individual has had design managerial responsibility.
- List professional references (contact persons and telephone numbers) for the projects listed above.
- Discuss both current and potential time commitments of the proposed Project Manager to all clients.

**7.7 Proposed Project Staff:** Response shall name the Key Personnel from the firm, and its consultants, who will perform the functions deemed necessary to accomplish the Work for the proposed Project. Describe the work to be performed by each key staff member and detail their specific qualifications and experience directly related to the proposed contract. A response prepared specifically for this Project is required. Focus on the individuals' specific duties and responsibilities and how project experience is relevant to the proposed Project. For each Key Personnel of the firm and its consultants who will be involved in the Project provide the information requested below.

- Identify the employer.
- Include professional registrations if applicable.
- Indicate length of time with firm.
- Indicate state of residency.
- Identify the Key Personnel's responsibility on the proposed Project.
- Describe the individuals' qualifications in terms of education and experience, including design experience and any particular style and skills that will benefit this Project.
- List a minimum of two similar projects for which the individual has had similar responsibility.

- List professional references (contact persons and telephone numbers) for the projects identified above.
- Discuss both current and potential time commitments of the Key Personnel members to all clients.

## 8.0 PAST PERFORMANCE VERIFICATION FORM (PPVF)

Town desires to receive feedback on past performance of your projects. Email a copy of the attached Past Performance Verification form to Public/Private Agencies (PPVF), for which you have **substantially completed similar work**, to fill out a copy of the PPVF for three (3) similar projects. Provide this form to the Owner, or Owner's representative, **directly responsible for oversight of the project** to complete and submit via email prior to the date and time listed on the form. If your firm has completed previous **similar** work for the Town of Gilbert it is recommended that you utilize this experience. If your firm has not completed prior projects with Town you will not be penalized.

Please list the agency or firm name, address, phone number and contact information for the Agency that will be providing the Past Performance Verification Form **and include as an appendix to the SOQ**. Past Performance Verification Forms will only be accepted from the Agencies listed on the Past Performance Verification form.

### **Zero points will be awarded for projects:**

- If Past Performance Verification form is not included in the SOQ.
- If a PPVF is received after the date and time specified on the form.
- If a project is not listed on the Past Performance Verification form.
- If a project submitted is not substantially complete.
- If the firm submitting was not the **prime contractor**.
- If the person responding was not directly responsible for project oversight.

It is the responsibility of the firm submitting the SOQ to ensure that Town receives all of the Past Performance Verification Forms prior to the deadline.

## 9.0 TOWN OF GILBERT CONTACT

Questions may be directed in writing only to Casey Ambrose. Questions must be received by **March 18, 2019**, so that response may be posted as an addendum to the RFQ.

- Email: [casey.ambrose@gilbertaz.gov](mailto:casey.ambrose@gilbertaz.gov)

## 10.0 TERMS AND CONDITIONS

This RFQ does not commit Town to award a contract, to defray any costs incurred in the preparation of a response to this request, or to issue a Job Order.

### 10.1 Town reserves the right to extend the date by which the submittals are due.



**10.2** Town reserves the right to cancel, in part or in its entirety, this RFQ including but not limited to: selection schedule, submittal date, and submittal requirements. If Town cancels or revises the RFQ all respondents of record will be notified in writing by Town.

**10.3** All submittals become the property of Town. Except for the name of firms on the final list, no information contained in a Statement of Qualifications shall be made public until after award and execution of a contract.

Town reserves the right to request additional information and/or clarifications from any or all Respondents to this RFQ.

## **11.0 EQUAL OPPORTUNITY**

Town is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit Statements of Qualifications on the Project.

## **12.0 PROTEST POLICY**

The protest policy of the Town of Gilbert is attached.

**Firms shall confirm receipt of all addenda issued to this RFQ in its cover letter submitted with its Statement of Qualifications. It is the Firm's sole responsibility to confirm receipt of all addenda issued to the RFQ. Failure to do so will result in the proposal being declared non-responsive. Firms will NOT be notified of addenda by fax. If addenda are issued they will be published on the Town of Gilbert Website at:**

**<http://www.gilbertaz.gov/rfp>**

### Attachments:

Exhibit A: Past Performance Verification Evaluation Submittals (Form CIP1.1.1)  
Past Performance Verification Form (Form CIP1.1.1)  
Preliminary Project Description (Form CIP1.1.2)  
Pro forma contract for Job Order Contract Services (Form CIP5.1.5)  
Protest Policy

**PAST PERFORMANCE VERIFICATION FORM (PPVF)**

Directions: Request Public/Private Agencies, for which you have **substantially completed** (construction services for CM@R or Job-Order-Contract) **similar work**, to fill out a copy of the PPVF for three (3) similar projects. Provide this form to the Owner or Owner's representative **directly responsible** for oversight of the project to complete and submit email to the date and time listed below. If the form is received after the date and time specified it will not be accepted. If your firm has completed previous similar work for the Town of Gilbert it is recommended that you list that project(s). If your firm has not completed prior projects with Gilbert you will not be penalized. By submitting this form, you waive any claim against the agency listed for providing information regarding a project.

SOQ Due Date and Time: April 02, 2019 @ 3:00 pm (MST)

PROJECT NAME: Town of Gilbert Job-Order-Contract for Streets Transportation Construction Services

PROJECT ROLE SUBMITTING FOR: (circle one)      **Job-Order-Contract (JOC)**

NAME OF COMPANY TO BE EVALUATED: \_\_\_\_\_

NAME OF AGENCY OR FIRM SUBMITTING EVALUATION: \_\_\_\_\_

NAME/PHONE NUMBER OF PERSON SUBMITTING EVALUATION: \_\_\_\_\_

NAME OF PROJECT AND DATE SUBSTANTIALLY COMPLETED: \_\_\_\_\_

**QUESTIONS:**

- 1. Has the above referenced project reached substantial completion? (circle one)      **Yes**      **No**
- 2. What project delivery method was utilized? (circle one)      **CM@R**      **Job Order Contract**

What type of services did this firm provide on the project referenced?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. On a scale of 1 to 10 (1 being lowest, 10 highest), rate this company's performance on the following:

- a. How would you rate work performed by this firm on your project? \_\_\_\_\_
- b. Was the project completed on time? \_\_\_\_\_
- c. Was the project completed within budget? \_\_\_\_\_
- d. What was the quality of the work performed? \_\_\_\_\_
- e. Was staff proactive in solving problems that may have occurred on your project? \_\_\_\_\_
- f. What was the extent of staff turnover? (*10 = low staff turnover, 1 = high staff turnover*) \_\_\_\_\_
- g. Would you be willing to contract with this firm again? (*10 = Yes, 1 = No*) \_\_\_\_\_

**TOTAL POINTS** \_\_\_\_\_

4. Any additional comments. \_\_\_\_\_

\_\_\_\_\_

**Please email to [casey.ambrose@gilbertaz.gov](mailto:casey.ambrose@gilbertaz.gov), CIP Program Manager at 5 days prior to SOQ Deadline.**

# EXHIBIT A

## PAST PERFORMANCE VERIFICATION EVALUATION SUBMITTALS

### LIST OF THOSE AGENCIES OR FIRMS WHO WILL BE SUBMITTING EVALUATIONS TO TOWN

Please list the agency or firm name, address, phone number and contact information for the firms that will be providing the Past Performance Verification Form. It is the **responsibility of the firm** to ensure that Gilbert receives all of the Past Performance Verification Forms prior to the SOQ submittal deadline. Failure to provide evaluations by date and time specified will result in no score for that specific evaluation.

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PRELIMINARY PROJECT DESCRIPTION**  
(Basic Information Requirements)

Project Name: Job Order Contract for Street Transportation Construction Services

Contract Number: 319001049 and 319001058

Contact Person: Ryan Blair

Address: 90 E. Civic Center Drive, Gilbert AZ 85296

Email: ryan.blair@gilbertaz.gov

Project description: It is the Town of Gilbert's intent to enter into a contract with a qualified firm to provide Job-Order-Contracting (JOC) services related to street transportation projects: concrete and asphalt work, utility adjustments, stamped asphalt and concrete, bus pads, micro seal, slurry seal, seal coating and other miscellaneous items on an as-needed basis as determined by the Town.

Total project budget: The total amount for the JOC per fiscal year shall not exceed \$5,000,000. No Job Order shall exceed \$1,000,000.

Project schedule:

|                                  |                               |
|----------------------------------|-------------------------------|
| Pre-submittal Conference:        | March 21, 2019                |
| Statement of Qualifications Due: | April 02, 2019                |
| SOQ's Distributed to Panel:      | April 03, 2019                |
| Scoring Meeting:                 | April 10, 2019                |
| Shortlist Letters Issued:        | April 11, 2019                |
| Interviews:                      | April 17, 2019                |
| Price Book Negotiations:         | April 18, 2019 – May 07, 2019 |
| Council Award:                   | June 06, 2019                 |

# **DELETE THESE INSTRUCTIONS BEFORE FINALIZING**

## **INSTRUCTIONS FOR FORM NO. 5.1.5 –JOB-ORDER-CONTRACT**

**PURPOSE:** To contract with a job-order-contractor using a one-step or two-step RFQ process.

### **ITEMS TO BE COMPLETED:**

Fill in all blanks.

Section 32.1: This paragraph is set up to require performance and payment bonds in the amount of a specific Job Order. If the bonds are to be in a different amount, revise this section. See options in Section 32.1.

Attach all required forms and documents.

In Appendix D (Job Order), attach the specific scope of work and technical specifications/drawings to the Job Order at Attachment 1 and attach any submittal requirements as Attachment 2.

**JOB-ORDER-CONTRACT**

**Project:** Streets Transportation Construction Services  
**CIP No.:** N/A  
**Contract No.:** 3190010049 and 319001058  
**Date:** April 02, 2019

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Appendix A: General Description of Scope of Work

Appendix B: Contract Pricing Coefficient

Appendix C: Unit Price JOC Book

Appendix D: Job Order Form



## JOB ORDER CONTRACTING CONTRACT

THIS CONTRACT, entered into and made effective the \_\_\_\_\_ by and between the Town of Gilbert, Arizona, a municipal corporation of the State of Arizona ("Gilbert") and \_\_\_\_\_, an Arizona corporation. ("Job Order Contractor").

IN CONSIDERATION of the mutual promises and covenants hereinafter contained in this Contract by these presents do agree, as follows:

### 1.0 DEFINITIONS

1.1 "Contract" means the following items and documents: (i) Job Orders; (ii) Change Orders; (iii) Contract Amendments; (iv) this Job-Order-Contract, including all exhibits and attachments; (v) JOC Contractor Statement of Qualifications.

1.2 "Duration of the Work" means the number of Days from a Job Order notice to proceed to Substantial Completion.

1.3 "Engineer" means the architectural or engineering firm designated by Gilbert to prepare plans and specifications for the Work and perform other design or submittal services as required by Gilbert. If an architectural or engineering firm is not designated, the Engineer's duties will be performed by Gilbert's Authorized Representative.

1.4 "Final Completion" means the completion of a Job Order in accordance with this Contract.

1.5 "Gilbert" means the Town of Gilbert.

1.6 "Gilbert's Authorized Representative" means the firm or person or their properly authorized assistants designated by Gilbert to oversee the Work.

1.7 "Job Order" means a specific written agreement between the Gilbert and the Job Order Contractor for Work to be performed under this Contract, including a scope of Work, Job Order Price and Duration of the Work.

1.8 "Job-Order Contractor" or "JOC Contactor" means the firm set forth in the introductory paragraph selected by the Town to provide or procure construction and design services as detailed in this Job Order Contract.

1.9 "Job Order Price" means the sum of the maximum cost of the Work for a Job Order, the JOC Contractor's construction fee, general conditions fee, taxes, bonds, insurance costs,. The approved Job Order Price will be made part of this JOC by executing a Job Order.

1.10 "Job Order Contractor's Representative" means Job Order Contractor's duly authorized representative specifically authorized to act for Job Order Contractor by executing the Contract and any

modifications thereto. Job Order Contractor's duties include administration of the Contract on behalf of Job Order Contractor and performance of the Work.

1.11 "Site" means the land or premises on which Work on a Job Order is located as set forth in a Job Order.

1.12 "Subcontract" as used herein means any Contract including purchase orders (other than one involving an employer-employee relationship) entered into by Job Order Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.13 "Substantial Completion" means when a Job Order, or an agreed upon portion of a Job Order, is sufficiently complete so Gilbert can occupy and use the Site or a portion thereof for its intended purposes. This may include, but is not limited to: (i) approval by Gilbert Fire and Rescue Services Department; (ii) elevator permit; (iii) all systems in place, functional, and displayed to Gilbert or its representative; (iv) all materials and equipment installed; (v) all systems reviewed and accepted by all consulting engineers; (vi) draft operations and maintenance manuals and record documents reviewed and accepted by Gilbert; (vii) Gilbert operation and maintenance training complete; (viii) HVAC test and balance completed (Provide minimum 30 days prior to projected substantial completion); (ix) landscaping and site work; and (x) final cleaning.

1.14 "Work" means any or all of the services, equipment and/or materials that are required in any Job Order and all labor, services, incidental expenses and material necessary or incidental thereto.

## **2.0 WORK TO BE PERFORMED**

2.1 In response to Job Orders that may be mutually agreed upon and issued by Gilbert, Job Order Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design and construction for the Work described in each Job Order. The Work shall be performed in accordance with the requirements of this Contract, the Job Order and the following:

- Appendix A General Description of the Work
- Appendix B Contract Pricing Coefficient
- Appendix C Unit Price JOC Book
- Appendix D Job Order Form.

2.2 Job Order Contractor shall submit, for Gilbert approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order. This plan shall address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with Gilbert's inspectors.

2.3 Job Order Contractor's duties include the preparation of shop drawings or sketches necessary to permit orderly construction of Gilbert's design plans. Job Order Contractor agrees to provide detailed design drawings and plans when requested by Gilbert.

2.4 This is a fixed unit price, indefinite quantity type Contract for the performance of a broad range of services as described in Appendix A on an as-needed basis as may be required by Gilbert. The currently applicable (current version for the Site of the Work) Unit Price Book contains pricing information for the Work in the unit of measure specified. TALK TO RYAN

2.5 This Contract is the entire agreement of Gilbert and Job Order Contractor. The terms and conditions which will govern any Work shall be set forth in a Job Order issued by Gilbert and agreed to by Job Order Contractor. Nothing herein shall be construed as requiring Gilbert to issue any Job Order, nor requiring Job Order Contractor to accept same, it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

2.6 Gilbert reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so shall not breach or otherwise violate the Contract.

2.7 Upon written approval of the Job Order Contractor and Gilbert, this Contract may be tendered for use by other municipalities and government agencies.

### **3.0 JOB ORDERS**

3.1 Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Gilbert. Job Orders shall be in accordance with the requirements specified in Appendix A, Scope of Work, and will set forth, with the necessary particularity, the following:

- a. Project number
- b. Contractor's name
- c. Project Name
- d. Contract Number
- e. Job Order number
- f. The specific Work and applicable technical specifications and/or drawings;
- g. Location of Work
- h. Total price for Job Order
- i. Completion Date
- j. Submittal requirements;
- k. Gilbert's Authorized Representative who will accept the completed Work;
- l. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order
- m. Such other information as may be necessary to perform the Work.

3.2 Job Orders shall be issued as follows:

- a. When Gilbert determines Work is needed, Gilbert shall notify Job Order Contractor of an existing requirement.

- b. Upon the receipt of this notification, Job Order Contractor shall respond within two (2) working days, or as otherwise agreed, by visiting the proposed site in the company of Gilbert, or establishing contact with Gilbert to further define the scope of the requirement.
- c. After mutual agreement on the scope of the individual Job Order, Job Order Contractor shall then prepare a proposal based on the Unit Price Book and Price Coefficient.
- d. The Unit Price Book shall serve as the basis for establishing the value of the Work to be performed.
- e. Job Order Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.
- f. Upon receipt of Job Order Contractor's proposal, Gilbert will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.
- g. If Gilbert does not issue a Job Order after receipt of Job Order Contractor's proposal, Gilbert is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal.

3.3 Job Orders may be amended by Gilbert in the same manner as they are issued.

3.4 The minimum Job Order value is \$0.00 unless waived by Job Order Contractor. The maximum Job Order value is \$5,000,000.00 per year. No Job Order Task shall exceed \$1,000,000.00

#### **4.0 SPECIFICATIONS AND DRAWINGS**

4.1 Job Order Contractor shall keep on the Work site a copy of the drawings and/or specifications and shall at all times give Gilbert's Authorized Representative access thereto. Anything set forth in the specifications and not shown on the drawings, or shown on the drawings and not set forth in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Gilbert's Authorized Representative, who shall promptly submit them to Engineer for a determination in writing. Any adjustment by Job Order Contractor without such a determination shall be at its own risk and expense.

4.2 Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Gilbert or Gilbert's Authorized Representative is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Gilbert or Gilbert's Authorized Representative, unless otherwise expressly stated.

4.3 Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated

otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

4.4 Shop drawings means drawings submitted to Gilbert's Authorized Representative by Job Order Contractor showing in detail:

- a. The proposed fabrication and assembly of structural elements and,
- b. The installation (i.e., form, fit and attachment details) of materials or equipment.

c. The construction and detailing of elements of the Work.

It includes sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Job Order Contractor to explain in detail specific portions of the Work. Gilbert may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

4.5 Job Order Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Engineer through Gilbert's Authorized Representative without evidence of Job Order Contractor's approval may be returned for resubmission. Engineer will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate Engineer's reasons therefore. Any work done before such approval shall be at Job Order Contractor's risk. Approval by Engineer shall not relieve Job Order Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with Section 4.6 below.

4.6 If shop drawings show variations from the Job Order requirements, Job Order Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Engineer approves any such variation, Gilbert shall issue an appropriate Contract modification, except that, if the variation results in an increase in price, approval must be obtained from Gilbert. If the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

4.7 Job Order Contractor shall submit to Gilbert's Authorized Representative for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by Gilbert and one set will be returned to Job Order Contractor.

4.8 Omissions from the drawings or specifications or the mis-description of details of work which are necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Job Order Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

4.9 Job Order Contractor shall check all Gilbert furnished drawings immediately upon receipt and shall promptly notify Gilbert's Authorized Representative of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Job Order Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

## **5.0 USE OF SPECIFICATIONS, DRAWINGS AND NOTES**

5.1 All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Job Order Contractor or developed by Job Order Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Gilbert and may be used by Gilbert without any claim by Job Order Contractor for additional compensation, unless such material developed by Job Order Contractor does not result in an issued Job Order. In such cases, Job Order Contractor will receive reasonable reimbursement for the development of such materials before Gilbert uses them in any manner whatsoever. In addition, Gilbert agrees to hold Job Order Contractor harmless to the extent permitted by law from any legal liability arising out of the Gilbert's use of such materials.

## **6.0 PERMITS AND RESPONSIBILITIES**

6.1 Job Order Contractor shall be responsible for processing of drawings for: approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and, for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. Gilbert will reimburse Job Order Contractor for the actual, documented costs of construction permits required for the performance of the Work. Job Order Contractor shall also be responsible for all damages to persons or property that occur as a result of Job Order Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Job Order Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.

## **7.0 MATERIAL AND WORKMANSHIP**

7.1 All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. Job Order Contractor may, at its option, use any equipment, material, article, or process that, in the sole judgment and prior written approval of the Gilbert's Authorized Representative, is equal to that named in the specifications.

7.2 Job Order Contractor shall obtain Gilbert's Authorized Representative's approval of the machinery and mechanical and other equipment to be incorporated into the Work. When requesting approval Job Order Contractor shall furnish to Gilbert's Authorized Representative the name of the

manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by the Contract or by Gilbert's Authorized Representative, Job Order Contractor shall also obtain Gilbert's approval of the material or articles which Job Order Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. When directed to do so, Job Order Contractor shall submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

7.3 All work under the Contract shall be performed in a skillful and workmanlike manner.

## **8.0 TESTING OF MATERIALS**

8.1 Job Order Contractor shall be responsible for any required testing of materials prior to incorporation into the Work.

## **9.0 LAYOUT OF WORK**

9.1 Job Order Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Job Order Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Job Order Contractor shall also be responsible for maintaining and preserving all control points established by Gilbert's Authorized Representative.

## **10.0 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

10.1 Job Order Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- a. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- b. The availability of labor, water, electric power, and roads;
- c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- d. The conformation and conditions of the ground; and
- e. The character of equipment and facilities needed preliminary to and during work performance.

10.2 Job Order Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Gilbert, as well as from the drawings and specifications made a part of this Contract.

## **11.0 DIFFERING SITE CONDITIONS**

11.1 Job Order Contractor shall promptly, and before the conditions are disturbed, give a written notice to Gilbert's Authorized Representative of:

- a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or
- b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

11.2 Gilbert's Authorized Representative will investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Job Order Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

11.3 No request by Job Order Contractor for an equitable adjustment to the Job Order under this section shall be allowed, unless Job Order Contractor has given the written notice required.

## **12.0 CONTRACT TERM**

12.1 The term of the Contract shall be one year with four additional one year renewal options and shall commence on the date it was executed by both parties and the initial term shall terminate or else in accordance with the terms and conditions of this Contract. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order. Gilbert reserves the right to extend this contract for four (4) additional one year periods. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

## **13.0 COMPENSATION**

13.1 Upon Final Completion, as full consideration for the satisfactory performance by Job Order Contractor of Work prescribed under the Contract, Gilbert shall pay Job Order Contractor the amounts specified in the individual Job Orders.

## **14.0 INVOICING AND PAYMENTS**

14.1 Pay applications shall be submitted to Gilbert's Authorized Representative, who will make a recommendation for payment to Gilbert. Gilbert shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Gilbert, on estimates of Work completed submitted by the Job Order Contractor and approved by Gilbert. Job Order Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as



requested, to provide a basis for determining progress payments. In the estimation of Work completed, Gilbert will authorize payment for material delivered on the site and preparatory work done if Job Order Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

14.2 All material and work covered by progress payments made shall, at the time of payment, become the sole property of Gilbert, but this provision shall not be construed as:

- a. Relieving Job Order Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or
- b. Waiving the right of Gilbert to require the fulfillment of all of the terms of the Contract.

14.3 An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the Gilbert's Authorized Representative prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. Gilbert may withhold an amount from the progress payment sufficient to pay the expenses Gilbert reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the Gilbert on submission to any person designated by Gilbert for the submission, review or approval of the estimate of the Work.

14.4 Gilbert shall pay all unpaid amounts due Job Order Contractor under this Contract within sixty (60) days, after:

- a. Final Completion and acceptance of the Work;
- b. Presentation of a properly executed invoice; and
- c. Presentation of release of all claims against Gilbert arising by virtue of the Contract, other than claims, in stated amounts, that Job Order Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Job Order Contractor's claim to amounts payable under this Contract has been assigned. Job Order Contractor shall complete a Contractor's release form acceptable to Gilbert.
- d. Consent of Job Order Contractor's surety, if any.

14.6 Job Order Contractor shall submit invoices to the following address:

Ryan Blair Project Supervisor CIP, 90 E. Civic Center Dr., Gilbert AZ 85296.

## **15.0 CONSTRUCTION SCHEDULE**

15.1 If required, the Job Order Contractor will submit for approval with the signed Job Order a schedule showing the sequence in which Job Order Contractor proposes to perform the Work and the dates on which Job Order Contractor contemplates starting and completing the significant elements of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately

the percentage of Work scheduled for completion by any given date during the period. In either case the basic information shall be the same and the schedule chart shall contain at a minimum:

- a. A list of the different types of work activities or work elements.
- b. Show the logical dependencies (ties) to indicate what Work shall be accomplished before other Work can begin.
- c. Show proposed start and complete dates or time frames for each work activity or work element.
- d. Calculate the "weighting" or relative worth each work activity or work element is of the total project either as a percent or dollar amount. If the Job Order Contractor fails to submit a schedule with the Job Order, Gilbert may withhold approval of progress payments until Job Order Contractor submits the required schedule.

15.2 For each Job Order, Gilbert shall issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date set forth in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Job Order Contractor. Job Order Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Job Order Contractor considers the Work complete and ready for its intended use, Job Order Contractor shall request Gilbert to inspect the Work to determine the status of completion. When Gilbert determines the Work to be substantially complete, Gilbert will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Job Order. Job Order Contractor shall proceed promptly to complete and correct items on the list.

15.3 Job Order Contractor shall submit a progress report every thirty (30) days, or as directed by Gilbert's Authorized Representative, and upon doing so shall immediately deliver a current schedule to Gilbert's Authorized Representative. If Job Order Contractor falls behind the approved schedule, Job Order Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Gilbert's Authorized Representative. Without additional cost to Gilbert, Gilbert's Authorized Representative may require Job Order Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Gilbert's Authorized Representative deems necessary to demonstrate how the approved rate of progress will be regained.

15.3 Emergency Work: Job Order Contractor will give top priority to any emergency work Gilbert may have and will allocate all resources necessary to accomplish such work in accordance with Gilbert's schedule requirements. To the extent the Job Order Contractor incurs additional cost, expense or schedule delay in performing Gilbert's emergency work, Gilbert will equitably adjust the Contract under Section 22.

15.4 Failure of Job Order Contractor to comply with the requirements of Gilbert or Gilbert's Authorized Representative under this section shall be grounds for a determination by Gilbert that Job Order Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the

time specified in the Job Order. Upon making this determination, Gilbert may terminate Job Order Contractor's right to proceed with the Work, or any separable part of it, in accordance with Section 27.

## **16.0 SUPERINTENDENCE BY JOB ORDER CONTRACTOR**

16.1 At all times during performance of a Job Order and until the Work is completed and accepted, Job Order Contractor shall directly superintend the Work or assign and have on the site a competent superintendent who is satisfactory to Gilbert's Authorized Representative and has authority to act for Job Order Contractor.

## **17.0 INSPECTION OF CONSTRUCTION AND ACCEPTANCE**

17.1 Job Order Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. Job Order Contractor shall maintain complete inspection records and make them available to Gilbert's Authorized Representative. All work shall be conducted under the general direction of Gilbert's Authorized Representative and is subject to inspection and test by Gilbert's Authorized Representative at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

17.2 Inspections and tests are for the sole benefit of Gilbert and do not:

- a. Relieve Job Order Contractor of responsibility for providing adequate quality control measures;
- b. Relieve Job Order Contractor of responsibility for damage to or loss of the material before acceptance;
- c. Constitute or imply acceptance; or
- d. Affect the continuing rights of Gilbert after acceptance of the complete work under Section 17.8 below.

17.3 The presence or absence of an inspector does not relieve Job Order Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without Gilbert's Authorized Representative's written authorization.

17.4 Job Order Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Gilbert's Authorized Representative. Gilbert's Authorized Representative may charge to Job Order Contractor any additional cost of inspection or test when Work is not ready at the time specified by Job Order Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Inspections and tests will be performed in a manner that will not unnecessarily delay the Work. Special, full size, and performance tests shall be performed as described in the Job Order.

17.5 Job Order Contractor shall, without charge, replace or correct Work found by Gilbert's Authorized Representative not to conform to Job Order requirements, unless Gilbert consents to accept the Work with an appropriate adjustment in Contract price. Job Order Contractor shall promptly segregate and remove rejected material from the premises.

17.6 If Job Order Contractor does not promptly replace or correct rejected Work, Gilbert may:

a. By Contract or otherwise, replace or correct the Work and charge the cost to Job Order Contractor or

b. Terminate for default Job Order Contractor's right to proceed.

17.7 If, before Final Completion and acceptance of the entire Work, Gilbert's Authorized Representative decides to examine already completed Work by removing it or tearing it out, Job Order Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Job Order Contractor or its subcontractors, Job Order Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Gilbert shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

17.8 Substantial Completion means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that Gilbert can occupy and use the Work or a portion thereof for its intended purposes. Unless otherwise specified in the Job Order, Gilbert shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work Gilbert determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Gilbert's rights under any warranty or guarantee.

## **18.0 OPERATIONS AND STORAGE AREAS**

18.1 Job Order Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Gilbert's Authorized Representative. Placement of materials and equipment shall be made with a minimum of interference to Gilbert operations and personnel.

18.2 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by Job Order Contractor only with the approval of Gilbert's Authorized Representative and shall be built with labor and materials furnished by Job Order Contractor without expense to Gilbert's Authorized Representative. The temporary buildings and utilities shall remain the property of Job Order Contractor and shall be removed by Job Order Contractor at its expense upon the completion of the Work. With the written consent of Gilbert's Authorized Representative, the buildings and utilities may be abandoned and need not be removed.

18.3 Job Order Contractor shall use only established roadways or temporary roadways constructed by Job Order Contractor when and as authorized by Gilbert's Authorized Representative. Job Order

Contractor shall comply with all Federal, state and local laws and regulations when transporting materials.

## **19.0 PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS**

19.1 Job Order Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the site, which are not to be removed and which do not unreasonably interfere with the Work required under the Job Order. Job Order Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, Job Order Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Gilbert's Authorized Representative.

19.2 Job Order Contractor shall protect from damage all existing improvements and utilities at or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by Job Order Contractor. Job Order Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Job Order Contractor fails or refuses to repair the damage promptly, Gilbert's Authorized Representative may have the necessary repair work performed and charge the cost to Job Order Contractor.

19.3 Job Order Contractor shall take all precautions to ensure that no damage will result from its operations to private and public property. All damages shall be required or replaced by Job Order Contractor at no cost to Gilbert.

19.4 Job Order Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to Gilbert for approval.

## **20.0 CLEANING UP AND REFUSE DISPOSAL**

20.1 Job Order Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Job Order Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Gilbert. Upon completing the Work, Job Order Contractor shall leave the site in a clean and orderly condition satisfactory to Gilbert's Authorized Representative. Final cleanup of the premises shall be included in the period of performance of the Job Order. Job Order Contractor shall be responsible for all construction refuse disposal containers and their removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Gilbert's Authorized Representative unless Gilbert's Authorized Representative requires Job Order Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

## 21.0 WARRANTY OF CONSTRUCTION

21.1 In addition to any other warranties in any Job Orders, and except as provided in Section 21.10 of this Section 21, Job Order Contractor warrants to Gilbert that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Gilbert, Job Order Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions of the Contract. Job Order Contractor shall promptly correct all Work rejected as defective or as failing to conform to the Contract whether observed before or after acceptance and whether or not fabricated, installed or completed. Job Order Contractor shall bear all costs of correcting such rejected Work, including compensation for the additional services of an engineer made necessary thereby.

21.2 If, within one year after the date of final acceptance by Gilbert of the Work, any of the Work is found to be defective or not in accordance with the Contract, Job Order Contractor shall correct it promptly after receipt of written notice from Gilbert to do so unless Gilbert has previously given Job Order Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract

21.3 Job Order Contractor shall remedy at Job Order Contractor's expense any failure of the Work to conform to the plans and specifications, or any construction defect. In addition, the Job Order Contractor shall remedy at Job Order Contractor's expense any damage to Gilbert's real or personal property, when that damage is the result of:

- a. Job Order Contractor's failure to conform to requirements; or
- b. Any defect of equipment, material, workmanship, or design furnished by the Job Order Contractor.

21.4 Job Order Contractor shall restore any work damaged in fulfilling the terms and conditions of this Section 21. Job Order Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

21.5 Gilbert shall notify Job Order Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

21.6 If Job Order Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Gilbert shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Job Order Contractor's expense.

21.7 With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Job Order Contractor shall:

- a. Obtain all warranties required by the Job Order;

- b. Require all warranties to be executed, in writing, for the benefit of Gilbert; and
- c. Enforce all warranties for the benefit of Gilbert;

21.8 In the event Job Order Contractor's warranty under Section 21.2 has expired, Gilbert may bring suit at its expense to enforce a subcontractor's, manufacturers, or supplier's warranty.

21.9 Unless a defect is caused by the negligence of Job Order Contractor or subcontractor or supplier at any tier, Job Order Contractor shall not be liable for the repair of any defects of material or design furnished by Gilbert or for the repair of any damage that results from any defect in Gilbert-furnished material or design.

21.10 Job Order Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Job Order Contractor except as modified by the Job Order.

21.11 This warranty shall not limit Gilbert's rights under Section 17 of this Contract with respect to latent defects, gross mistakes, or fraud.

## **22.0 CHANGE ORDERS**

22.1 Gilbert may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

- a. In the specifications (including drawings and designs);
- b. In Gilbert-furnished facilities, equipment, materials, services, or site; or
- c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

22.2 If Job Order Contractor believes any other order (which, as used in this Section 22.2, includes direction, instruction, interpretation, or determination) from Gilbert's Authorized Representative constitutes a change order under this Section 22; Job Order Contractor shall give Gilbert's Authorized Representative written notice stating the date, circumstances, and source of the order, and that Job Order Contractor regards the order as a change order. Such written notice shall also state any changes to the price caused by the order. If any approved change under this Section 22 causes an increase or decrease in Job Order Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, Gilbert shall make an equitable adjustment and modify the Job Order in writing.

22.3 Except as provided in this Section 22, no order, statement, or conduct of Gilbert shall be treated as a change under this section or entitle Job Order Contractor to an equitable adjustment hereunder.

## **23.0 PRICING CHANGES**

23.1 Job Order Contractor, in connection with any proposal it makes for a Job Order change order shall furnish a price breakdown itemized as required by Gilbert's Authorized Representative. Pricing for such changes shall be based on quantities mutually agreed to by Job Order Contractor and Gilbert and the rates contained in the Unit Price Book, modified by the appropriate city cost index, as adjusted by the applicable coefficient(s).

23.2 Job Order Contractor shall furnish to the Gilbert's Authorized Representative a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

## **24.0 SUSPENSION OF WORK**

24.1 Gilbert's Authorized Representative may order Job Order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for the period of time that Gilbert's Authorized Representative determines appropriate.

24.2 If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of Gilbert's Authorized Representative in the administration of a Job Order, or by Gilbert's Authorized Representative's failure to act within the time specified in the Job Order (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of overtime for performance of the Job Order necessarily caused by the suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.

24.3 A claim under this section shall not be allowed for any costs incurred more than thirty (30) calendar days before Job Order Contractor shall have notified Gilbert in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order.

## **25.0 DISPUTES**

25.1 The parties are fully committed to working with each other throughout the term of the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Job Order Contractor and Gilbert each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. Job Order Contractor and Gilbert will first attempt to resolve disputes or disagreements at the field level through discussions between the parties' representatives named herein. The Job Order Contractor shall continue to perform the Work and Gilbert shall continue to satisfy its payment obligations to Job Order Contractor, pending the final resolution of any dispute or disagreements between the parties. Gilbert designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. Job Order Contractor designates the individual listed below as its representative,



which individual has the authority and responsibility for avoiding and resolving disputes under this Contract.

Gilbert's Representative:

Job Order Contractor's Representative:

Ryan Blair  
Project Manager  
Town of Gilbert  
90 E. Civic Center Drive  
Gilbert, Arizona 85296

25.2 Any dispute which is not disposed of by agreement will be decided by the Gilbert, who will reduce its decision to writing and mail or otherwise furnish a copy thereof to the Job Order Contractor. Any dispute not finally resolved under this Section 25 may be brought before the state courts of the State of Arizona and adjudicated in accordance with the laws of Arizona.

## **26.0 TERMINATION FOR CONVENIENCE OF GILBERT**

26.1 Gilbert may terminate performance of the Work under this Contract in whole or, from time to time, in part if Gilbert determines that termination is in Gilbert's interest. Gilbert shall effect such termination by delivering to Job Order Contractor a Notice of Termination specifying the extent of termination and the effective date.

26.2 After receipt of a Notice of Termination, and except as directed by Gilbert, Job Order Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Section 26:

- a. Stop work as specified in the notice;
- b. Place no further subcontracts or orders (referred to as subcontracts in this Section 26) for materials, services or facilities, except as necessary to complete any Work not terminated;
- c. Assign to Gilbert, as directed by Gilbert, all right, title, and interest of Job Order Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Gilbert shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Gilbert, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Section 26;
- d. As directed by Gilbert, transfer title and deliver to Gilbert:
  - i. The fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and

- ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Gilbert;
- e. Complete performance of the Work not terminated;
- f. Take any action that may be necessary, or that Gilbert may direct, for the protection and preservation of the property related to this Contract that is in the Possession of Job Order Contractor and in which Gilbert has or may acquire an interest;
- g. Use its best efforts to sell, as directed or authorized by Gilbert, any property of the types referred to in Section 26.2(c) above; provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Gilbert. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Gilbert under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Gilbert.

26.3 After termination, Job Order Contractor shall submit a final termination settlement proposal to Gilbert in the form and with the certification prescribed by Gilbert. Job Order Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination.

26.4 Job Order Contractor and Gilbert may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. The Contract shall be amended, and Job Order Contractor paid the agreed amount.

26.5 If Job Order Contractor and Gilbert fail to agree on the whole amount to be paid Job Order Contractor because of the termination of work, Gilbert shall pay Job Order Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under Section 26.4 above:

- a. For Work performed before the effective date of termination, the total (without duplication of any items) of:
  - i. The cost of this Work;
  - ii. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in subdivision (i) above; and
  - iii. A markup, including overhead and profit, on (i) above as is determined for pricing changes.
- b. The reasonable costs of settlement of the Work terminated, including:
  - i. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
  - ii. The termination and settlement of subcontracts (excluding the amounts of such settlements); and

iii. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

26.6 Except for normal spoilage, and except to the extent that Gilbert expressly assumed the risk of loss, Gilbert shall exclude from the amounts payable to Job Order Contractor under Section 26.5 above, the fair value, as determined by Gilbert, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Gilbert or to a buyer.

26.7 In arriving at the amount due Job Order Contractor under this Section 26, there shall be Deducted:

- a. All un-liquidated advances or other payments to Job Order Contractor under the terminated portion of the Job Order;
- b. Any claim which Gilbert has against Job Order Contractor under the Contract; and
- c. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Job Order Contractor or sold under the provisions of this Section 26 and not recovered by or credited to Gilbert.

26.8 If the termination is partial, Job Order Contractor may file a proposal with Gilbert for an equitable adjustment of the price(s) of the continued portion of the Job Order. Any proposal by Job Order Contractor for an equitable adjustment under this Section 26 shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by Gilbert. Gilbert may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Job Order Contractor of the terminated portion of the Job Order, if Gilbert believes the total of these payments will not exceed the amount to which Job Order Contractor will be entitled.

26.9 If the total payments exceed the amount finally determined to be due, Job Order Contractor shall repay the excess to Gilbert upon demand.

26.10 Unless otherwise provided in this Contract or by statute, Job Order Contractor shall maintain all records and documents relating to the terminated portion of this Contract for five (5) years after final settlement. This includes all books and other evidence bearing on Job Order Contractor's costs and expenses under this Contract. Job Order Contractor shall make these records and documents available to Gilbert, at Job Order Contractor's office, at all reasonable times, without cost. If approved by Gilbert, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

## **27.0 DEFAULT**

27.1 If Job Order Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, Gilbert may terminate the Job Order Contractor's right to proceed with the Work (or separable part of the Work), upon thirty (30) days written notice to the Job Order Contractor. In this event, Gilbert may take over the Work and complete it

by Contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

27.2 Job Order Contractor's right to proceed shall not be terminated under this Section if: a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Job Order Contractor. Examples of such causes include:

- a. acts of God or of the public enemy,
- b. acts of Gilbert in its Contractual capacity,
- c. acts of another Contractor in the performance of a Contract with Gilbert,
- d. fires,
- e. floods,
- f. epidemics,
- g. quarantine restrictions,
- h. strikes,
- i. freight embargoes,
- j. unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the city closest to the site for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or
- xk delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Job Order Contractor and the subcontractors or suppliers; and b. Job Order Contractor, within 30 calendar days from the beginning of any such delay (unless extended by Gilbert), notifies Gilbert in writing of the causes of delay. The Gilbert shall ascertain the facts and the extent of delay. If, in the judgment of Gilbert, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of Gilbert shall be final and conclusive on the parties, but subject to appeal and review under Section 25.

27.3 If, after termination of Job Order Contractor's right to proceed, it is determined that Job Order Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Gilbert.

27.4 The rights and remedies of Gilbert in this Section 27 are in addition to any other rights and remedies provided by law or under this Contract.

## **28.0 SAFETY**

28.1 Job Order Contractor shall comply with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Job Order Contractor shall indemnify Gilbert for fines, penalties, and corrective measures that result from the acts of commission or omission of Job Order Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

28.2 Job Order Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

28.3 Job Order Contractor shall provide its employees safety training to include special training prior to working with hazardous materials or operations.

28.4 Job Order Contractor shall provide warning signs, barricades and verbal warnings as required.

28.5 Job Order Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening situations.

28.6 Job Order Contractor shall promptly notify Gilbert's Authorized Representative of any accident involving personnel or damage to material and equipment. Copies of any injury reports or accident investigation reports shall be provided to the Gilbert's Authorized Representative.

28.7 Job Order Contractor shall maintain a set of OSHA articles at the jobsite as they apply to the Work being performed. Copies shall be provided to Gilbert's Authorized Representative when requested.

28.9 Job Order Contractor shall submit to Gilbert's Authorized Representative a copy of its safety policies and program procedures which establish the safety rules and regulations as they are to be applied to performance of the Work. These documents shall be submitted by Job Order Contractor within fourteen (14) calendar days after issuance of a Job Order and prior to the commencement of the Work.

28.10 Job Order Contractor shall assign, during performance of the Work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to Gilbert's Authorized Representative by Job Order Contractor along with its safety policies and program procedures.

28.11 Job Order Contractor shall provide and maintain on the jobsite, at all times, a completely stocked first aid kit which contains all standard emergency medical supplies.

28.12 Job Order Contractor shall make available for its employees and those of its subcontractors, while they are performing Work on the site, emergency medical treatment either at the site or at a nearby medical facility.

28.13 Gilbert reserves the right to approve and monitor Job Order Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Gilbert, shall be cause for the termination of the Job Order in accordance with Section 27.

## **29.0 USE AND POSSESSION PRIOR TO COMPLETION**

29.1 Gilbert shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Gilbert shall furnish Job Order Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Gilbert intends to take possession of or use. However, failure of Gilbert to list any item of work shall not relieve Job Order Contractor of responsibility for complying with the terms of this Contract. Gilbert possession or use shall not be deemed an acceptance of any work under this Contract.

29.2 While Gilbert has such possession or use, Job Order Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Gilbert's possession or use, notwithstanding the terms of Section 6. If prior possession or use by Gilbert delays the progress of the Work or causes additional expense to Job Order Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

### **30.0 OTHER CONTRACTS**

30.1 Gilbert may undertake or award other Contracts for additional work at or near the site of Work under this Contract. Job Order Contractor shall fully cooperate with the other general Contractors and with Gilbert's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Gilbert. Job Order Contractor shall not commit or permit any act that will interfere with the performance of work by any other general Contractor or by Gilbert's employees.

### **31.0 DISSEMINATION OF CONTRACT INFORMATION**

31.1 Job Order Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning this Contract, any Job Order or the Work performed under this Contract, without the prior consent of Gilbert.

### **32.0 PERFORMANCE AND PAYMENT BONDS**

32.1 Job Order Contractor shall furnish a Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Work required by a Job Order, not including design services, preconstruction services, finance services, maintenance services, operations services or other related services included in a Job Order. The Performance Bond shall be conditioned on the faithful performance of such Work. The Performance and Payment Bonds shall be submitted to Gilbert within ten (10) calendar days after issuance of a Job Order. A Notice to Proceed will not be issued until properly executed bonds are received and accepted by Gilbert.

### **33.0 INSURANCE**

33.1 Job Order Contractor agrees to comply with all Gilbert ordinance and state and federal laws and regulations. Without limiting any obligations or liabilities of Job Order Contractor, Job Order Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance

with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A or above with policies and forms satisfactory to Gilbert. Failure to maintain insurance as specified may result in termination of this Contract at Gilbert's option.

33.2 No Representation of Coverage Adequacy: By requiring insurance herein, Gilbert does not represent that coverage and limits will be adequate to protect Job Order Contractor. Gilbert 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 the Contract.

33.3 Additional Insured: All insurance coverage and self insured retention or deductible portions, except Workers Compensation Insurance and Professional Liability Insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of the Contract, Gilbert, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.

33.4 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 subject Contract is satisfactorily performed, completed and formally accepted by Gilbert, unless specified otherwise in this Contract.

33.5 Primary Insurance: Job Order Contractor's insurance shall be primary insurance as respects performance of this Contract and in the protection of Gilbert as an Additional Insured.

33.6 Occurrence Basis: All insurance coverage shall be on an occurrence basis and not on a claims made basis.

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

33.8 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Gilbert. Job Order Contractor shall be solely responsible for any such deductible or self insured retention amount. Gilbert, at its option, may require Contractor to secure payment or such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

33.9 Evidence of Insurance: Prior to commencing any Work under the Contract, Job Order Contractor shall furnish Gilbert with Certificate(s) of Insurance, or formal endorsements as required by the Contract, issued by Job Order Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage specified in the Contract and that such coverage and provisions are in full force and effect. If a

Certificate of Insurance is submitted as evidence of coverage, Gilbert shall reasonably rely upon the Certificate of Insurance 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. Such certificates shall identify the Work. If any of the above cited policies expire during the life of the Contract, it shall be Job Order Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

33.9.1 Gilbert, its agents, representatives, officers, directors, officials and employees are Additional Insured's as follows:

- a) Commercial General Liability – Under ISO Form CG 20 10 04 13 or CG 20 37 04 13 or equivalent.
- b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
- c) Excess Liability – Follow Form to underlying insurance as required.

33.9.2 Job Order Contractor's insurance shall be primary insurance as respects performance of this Contract.

33.9.3 Certificate shall cite 30 day advance notice cancellation provision.

### 33.10 REQUIRED COVERAGE:

33.10.1 Commercial General Liability: Job Order Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate, and a \$3,000,000 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 Insurance Services Offices, Inc. 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, Gilbert, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13 or CG 20 37 04 13, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in Gilbert, but only with respect to liability arising out of "your work" for that insured by or for you." Job Order Contractor, its successors and or assigns, is required to maintain Commercial General Liability insurance as specified hereunder for a minimum period of three (3) years following completion and acceptance of subject Work. Job Order Contractor shall submit Certificate of Insurance evidencing such Commercial General Liability insurance during said three year period containing all of the insurance requirements set forth herein including naming Gilbert, its agents, representatives, officers, directors, officials and employees as Additional Insured as required. If any excess insurance is utilized to fulfill the requirements of this Section 33.10.1, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.



33.10.2 Vehicle Liability. Job Order Contractor shall maintain Business Automobile Liability insurance with a limit of \$3,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Work. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of the Work, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, Gilbert, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Officers, Inc. Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any excess insurance is utilized to fulfill the requirements of this section, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

33.10.3 Worker's Compensation Insurance: Job Order Contractor shall maintain Worker Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of Job Order Contractor's employees engaged in the performance of the Work and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

33.10.4 Builder's "All Risk": If the Work includes construction services, Job Order Contractor shall maintain Builder's "All Risk" Insurance in an amount not less than one hundred percent (100%) of the contract price. Such policy shall include coverage for fire, lightning, vandalism, malicious mischief, riot, civil commotion, smoke, sprinkler leakage, water damage, windstorm, hail, earthquake, landslide, flood and collapse or loss due to the results of faulty workmanship until Final Acceptance of the Work by Gilbert. On pipeline and similar projects where fire hazard is negligible or nonexistent, Gilbert may waive the requirement for fire insurance.

## **34.0 INDEMNIFICATION**

34.1 To the fullest extent permitted by law, Job Order Contractor, its successors and assigns shall indemnify and hold harmless Gilbert, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of Job Order Contractor or other persons employed or used by the Job Order Contractor in the performance of this Agreement. Job Order Contractor's duty to indemnify and hold harmless Gilbert, its officers and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Job Order Contractor's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by Job Order Contractor or used by Job Order Contractor in the performance of this Contract.

## **35.0 CONTRACT ORDER OF PRECEDENCE**

35.1 In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. Contract Modifications, if any;
- b. The Contract including Attachments;
- c. Job Orders;
- d. Drawings; and
- e. Specifications.

### **36.0 NOTICES**

36.1 All notices to either party by the other shall be delivered personally or sent by first class United States mail, registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each:

- a. Gilbert:
- b. Job Order Contractor:

and shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change of address to the other in the manner provided for above.

### **37.0 SEVERABILITY**

37.1 If any provision of this Contract, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Contract in the event any provision hereof is declared illegal, invalid, or unenforceable.

### **38.0 WAIVERS**

38.1 Neither Gilbert's review, approval or acceptance of, nor payment for, the Work required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of the Contract, and Job Order Contractor shall be and remain liable to Owner in accordance with applicable law and the terms of this Contract for all damages to Owner caused by Job Order Contractor's negligent act, error or omission in the performance of any of the Work.

38.2 The waiver by Gilbert of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

### **39.0 MERGER**

39.1 This Contract and all procurement documents incorporated by reference set forth the entire agreement between the parties with respect to the subject matter thereof, and supersedes and replaces all proposals, negotiations, representations, and implied obligations. The obligations, liabilities and remedies set forth herein are exclusive and shall operate as limitations on any action brought in connection with the Work, including an action in tort.

#### **40.0 NON-AVAILABILITY OF FUNDS**

40.1 Every payment obligation of the Gilbert under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Gilbert at the end of the period for which funds are available.

#### **41.0 AUDIT OF RECORDS**

41.1 Pursuant to applicable laws, the Job Order Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records (“records”) relating to this Contract for a period of five years after completion of this Contract. All records shall be subject to inspection and audit by the Gilbert at reasonable times. Upon request, the Job Order Contractor shall produce the original of any or all such records. If approved by Gilbert, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

#### **42.0 CANCELLATION FOR CONFLICT OF INTEREST**

42.1 Pursuant to applicable law, the Gilbert may cancel this Contract, without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Gilbert was at any time while this Contract or extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract. A cancellation made pursuant to this provision shall be effective when the Job Order Contractor receives written notice of the cancellation unless the notice specifies a later time.

#### **43.0 NON-DISCRIMINATION**

43.1 The Job Order Contractor shall comply with all laws mandating that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulation, including the Americans With Disabilities Act. The Job Order Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, religion, sex, national origin or disability.

#### **44.0 THIRD PARTY ANTITRUST VIOLATIONS**

44.1 The Job Order Contractor assigns to the Gilbert any claim for overcharges, resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Job Order Contractor toward fulfillment of this Contract.

## **45.0 INTERPRETATION, JURISDICTION AND VENUE**

45.1 This Contract shall be construed and interpreted solely in accordance with the laws of the State of Arizona. Jurisdiction and venue for any suit, right or cause of action arising under or in connection with this Contract shall be exclusively in the State of Arizona.

## **46.0 IMMIGRATION LAW COMPLIANCE WARRANTY**

46.1 As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.

46.2 If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.

46.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

46.4 Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

46.5 If state law is amended, the parties may modify this Section 46 consistent with state law

## **47.0 EQUAL TREATMENT OF WORKERS**

47.1 CONTRACTOR shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the WORK. CONTRACTOR shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). CONTRACTOR shall protect and indemnify GILBERT and its representatives against any claim or liability arising from or based on the violation of such, whether by CONTRACTOR or its employees.

IN TESTIMONY OF WHICH, this instrument has been executed by and on behalf of the Job Order Contractor on the day of \_\_\_\_\_, 20\_\_, and has been executed by and on behalf of Gilbert the day of \_\_\_\_\_, 20\_\_.

JOB ORDER CONTRACTOR

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

TOWN OF GILBERT

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

Name: Jenn Daniels

Title: Mayor

## **APPENDIX A**

### **GENERAL DESCRIPTION OF SERVICES REQUIRED**

The Project consists of providing the following services for street transportation projects: concrete and asphalt work, utility adjustments, stamped asphalt and concrete, bus pads, micro seal, slurry seal, seal coating and other miscellaneous items on an as-needed basis as determined by the Town.

See attached Special Conditions.

**SPECIAL CONDITIONS  
FOR  
STREETS TRANSPORTATION  
JOB ORDER CONTRACT (JOC)**

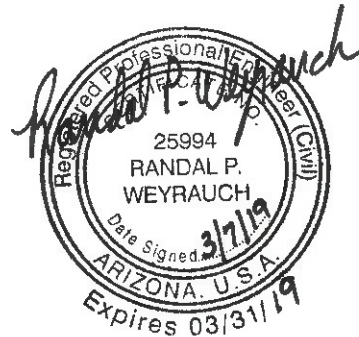


**TOWN OF GILBERT**

**MARCH 2019**

Prepared by:

NFra Inc.  
77 E. Thomas Road  
Suite 200  
Phoenix, Arizona 85012



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**Appendix A – CITY OF PHOENIX STANDARD DETAILS 1260, 1261, AND 1262**

## SPECIAL CONDITIONS

The work associated with the construction bid items listed in the Job Order Contract (JOC) Price Book shall be performed in accordance with the Town of Gilbert Public Works and Engineering Standards and Details (2018 or Latest Edition), Maricopa Association of Governments (MAG) *Uniform Standard Specifications and Uniform Standard Details for Public Works Construction*, 2015 or Latest Edition and all subsequent revisions, the Town of Gilbert Supplement (2018 or Latest Edition) to the MAG *Uniform Standard Specifications for Public Works Construction*, latest applicable ADOT *Standard Specifications for Road and Bridge Construction*, 2008 or Latest Edition, latest applicable ADOT Standard Details, latest applicable Standard Details of agencies abutting a project, and the additional Special Conditions that follow.

In the event a conflict exists between referenced documents, specifications or these construction special conditions, the order of precedence shall be as follows for the most current edition:

1. Addenda to Project
2. These Special Conditions for Construction
3. Town of Gilbert Construction Contract General Conditions
4. The Project Plans (if available)
5. Current Town of Gilbert Public Works and Engineering Standards
6. Town of Gilbert supplement to the Maricopa Association of Governments (MAG) *Uniform Standard Specifications and Details for Public Works Construction*
7. MAG *Uniform Standard Specifications and Details for Public Works Construction*
8. ADOT *Standard Specifications for Road and Bridge Construction* and Standard Details
9. FHWA Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, most current Edition
10. ADOT Traffic Control Manual for Highway Construction and Maintenance, most current Edition
11. Abutting Agency Standard Details
12. City of Phoenix Standard Details

## CONTRACT STANDARD SPECIFICATIONS AND DRAWINGS

**The following Standard Specifications and Standard Drawings are required for the construction of JOC projects. Contractor shall construct improvements with the most current edition or revisions to these specifications, details, manuals and guidelines:**

Town of Gilbert Public Works and Engineering Standards, 2018 or Latest Edition, and any Supplemental Revisions

Town of Gilbert Supplement to MAG Uniform Standard Specifications and Details for Public Works Construction, 2018 or Latest Edition, and any Supplemental Revisions

*MAG Uniform Specifications and Details for Public Works Construction*, 2015 or Latest Edition, and any Supplemental Revisions

*ADOT Standard Specifications for Road and Bridge Construction*, 2008 or Latest Edition and any Supplemental Revisions

ADOT Construction Standard Drawings (C-Standards), 2012 or Latest Edition with any Supplemental Revisions

ADOT Traffic Signals and Lighting Standard Drawings (TS-Standards), 2010 or Latest Edition with any Supplemental Revisions

ADOT Signing and Marking Standard Drawings (M, S, and C-Standards), 2014 or Latest Edition with any Supplemental Revisions

*Manual on Uniform Traffic Control Devices (MUTCD)*, 2009 or Latest Edition with any Supplemental Revisions

ADOT Traffic Control Manual for Highway Construction and Maintenance, most current Edition

Local Agency Standard Drawings, Details and Specifications and any Supplemental Revisions (for projects that abut an adjacent jurisdiction), and

City of Phoenix Standard Details, 2015 or Latest Edition (See applicable details in Appendix A).

**The following conditions or items are not considered for separate measurement or payment and are therefore considered incidental to an item(s) listed in the JOC Price Book to which it is closely associated.**

**TRAFFIC CONTROL:**

The cost for traffic control on collector and residential street projects shall be included in the bid items listed in the JOC Price Book at no additional cost to the Town unless otherwise approved by the Engineer. The cost for traffic control on arterial street projects will be negotiated on a project by project basis.

**TAXES AND BONDS:**

The cost for taxes and bonds shall be included in the bid items listed in the JOC Price Book at no additional cost to the Town.

**PERMITS:**

The cost for permits shall be included in the bid items listed in the JOC Price Book at no additional cost to the TOWN. The Contractor is responsible for obtaining all necessary permits from appropriate governing agencies and paying applicable fees prior to starting construction activities. Samples of permits could include but are not limited to:

- a) dust control
- b) haul routes
- c) storm water pollution control
- d) traffic control
- e) signing and pavement marking improvements
- f) advance project signing
- g) other agencies for work within their jurisdictions, including traffic control

**WORKING HOURS:**

Work on projects shall not begin before 6:00 a.m. and shall conclude prior to 7:00 p.m. each weekday unless otherwise approved by the Town. Lane closures on major arterial roadways shall not begin before 9:00 a.m. and shall conclude prior to 3:00 p.m. each weekday unless otherwise approved by the Town. Work at times other than those specified will be considered by the Town subject to the duration and type of activity proposed and the resulting impact on adjacent residential and commercial areas.

If the Contractor is permitted to work between the hours of 7:00 p.m. and 6:00 a.m., the Town will determine what measures the Contractor will be required to make to inform the traveling public.

Hours for hauling operations shall be subject to approval by, and if necessary, permits from the Town of Gilbert, Maricopa County and other applicable municipalities, in accordance with local ordinances.

**NOISE MITIGATION:**

The Contractor is responsible for any construction noise mitigation measures needed to meet the noise ordinances of the Town of Gilbert, Maricopa County and other adjacent agencies.

**DUST PALLIATIVE:**

The Contractor is responsible for applying dust palliative during excavation, grading, trenching, subgrade preparation and any other construction activities to meet all agency dust requirements.

**CONSTRUCTION WITHIN EXISTING RIGHT-OF-WAY:**

All work shall remain within the Town's existing right-of-way limits. Contractor shall take the necessary steps to minimize disturbance to existing conditions within the project limits. Disturbed areas shall be replaced in-kind at no additional cost to the Town, unless approved by the Engineer prior to disturbance.

**BUSINESS, UTILITY FACILITIES AND PRIVATE PROPERTY ACCESS:**

Emergency vehicle, postal delivery, garbage pickup, school bus routes, and driveway accesses to businesses, utility facilities, and private property shall be maintained at all times. Short-term closures may be permitted subject to prior approval by the Engineer. Contractor shall notify property owners five calendar days in advance of any construction on driveways or streets that result in approved lane restrictions or closures.

**SHORING:**

Shoring may be required for open cut trenches related to work to construct the proposed improvements. The Contractor shall be responsible for determining the exact limits and locations of any required shoring. Shoring shall be installed in accordance with all applicable Federal, State and Local safety requirements.

**DEWATERING:**

It is the Contractor's responsibility to make provisions for the removal and/or control of surface and subsurface water infiltrating into the work areas during construction. No direct payment will be made for dewatering accumulated ground or surface water, or water of any origin including irrigation water.

**SAW CUTTING:**

Saw cuts at locations where new improvements abut existing asphalt pavement or concrete surfaces will be required. This shall include but not be limited to; existing bituminous pavements, sidewalks, driveways, curbs, valley gutters, and curbs and gutters where new construction shall match the elevation of existing surfaces that are to remain. Saw cut lines may be adjusted at the direction of the Engineer to best fit existing field conditions. Saw cuts shall be made a minimum depth of 1½" and in all cases deep enough to insure a neat vertical joint. The cost for sawcutting shall be considered incidental and included in the price of other contract bid items listed in the JOC Price Book.

**POWER LINES:**

There could be underground and overhead power lines within the project limits. All work at or in close proximity to said lines shall be performed in accordance with all Federal, State, and local laws and regulations, including but not limited to:

- A. Arizona law regarding "Underground Facilities" (A.R.S. 40-360.21, .22, .24, .26 and .28).
- B. Arizona law regarding "High Voltage Power Lines and Safety Restrictions" (A.R.S. 40-360.41 - .45).
- C. The Occupational Safety and Health Administration.
- D. The National Electric Safety Code.

**CONDITION OF MATERIALS:**

All materials incorporated into the project are expected to be placed into service in new, clean and unblemished condition. Any materials stored unprotected from their original manufacture's packaging

shall be cleaned of any foreign matter prior to use. All stored materials shall be protected from surface scarring and dents. All materials found to deviate from manufacturer's original size; shape or condition may be subject to reorder at the discretion of the Engineer at no additional cost to the Town.

**EARTHWORK:**

All excavation and fill material, including scarification, regarding and compacting, rough grading, fine grading, backfill, borrow or embankment not specifically identified in the Price Book, will not be measured for separate payment but shall be considered incidental to other contract bid items listed in the JOC Price Book.

**STORM WATER POLLUTION PREVENTION PLAN:**

Contractor shall provide best management practices in accordance with Subsection 107.2.1 of these Special Conditions.

**PUBLIC INFORMATION AND NOTIFICATION:**

Contractor shall provide public information and notification as outlined in Subsection 107.15 of these Special Conditions, including advance information signs.

**MOBILIZATION / DEMOBILIZATION:**

Subsection 109.10 of MAG Standard Specifications is hereby deleted. Contractor shall include costs to set up marshalling yards, to relocate equipment to and from the project sites, to perform final cleanup and any other work as part of the contract bid items listed in the JOC Price Book.

**RECORD DRAWINGS:**

If design plans are available, the Contractor shall be responsible for creating red-lines for "Record Drawings" preparation. All alterations from the plans must be approved by the Engineer prior to the work being done and subsequently documented on the record drawings. The Contractor shall keep accurate data and field notes as construction progresses for preparation of the "Record Drawings". Contractor shall submit red-lined drawings to the Engineer for preliminary review. Contractor shall make all corrections required and resubmit a new copy to the Engineer for review and approval. Process is considered complete once the Engineer accepts the red-lined "Record Drawings". These final red-lined "Record Drawings" must be certified by a licensed Arizona Land Surveyor or an Arizona Registered Professional Engineer by signing the cover sheet of the plans.

**LANDSCAPE AND IRRIGATION RESTORATION:**

The cost for restoring landscape surfaces and irrigation systems to construct new improvements shall be considered incidental and included in the cost of other contract bid items listed in the JOC Price Book. When approved by the Engineer, furnishing and installing new decomposed granite, trees or shrubs, will be paid for under other contract bid items listed in the JOC Price Book for landscaping. All other landscape and irrigation work shall be considered incidental unless negotiated by the Contractor and Engineer prior to commencing work.

**WORK AREA RESTORATION:**

Upon completion of the work and before final acceptance, the Contractor shall restore all ground and features occupied by the Contractor in connection with the work, including sidewalks, curbs, rubbish, trash, signs, barricades, equipment, etc. All parts of the work area shall be restored to a neat, presentable condition.

**MAG Uniform Standard Specifications are hereby modified to more accurately conform to the needs of this project as follows:**

## **MAG SECTION 101      ABBREVIATIONS AND DEFINITIONS**

**101.1 ABBREVIATIONS:** add the following abbreviations:

TOWN: the Town of Gilbert

TOG: the Town of Gilbert

**101.2 DEFINITIONS AND TERMS:**

**ENGINEER:** is modified to add “Construction Manager”, “Street Department Representative”, and “Town Representative” as a duly authorized representative. Engineer is further defined in the Town supplements to MAG Standard Specifications.

## **MAG SECTION 106      CONTROL OF MATERIALS**

**ADD 106.2.1 CONTRACTOR QUALITY CONTROL:**

The Contractor shall be responsible for furnishing all personnel, materials, supplies, facilities and equipment necessary to provide an acceptable quality in the production, handling and placement of all materials. The Contractor shall establish and maintain an effective quality control program that includes, but is not limited to, the establishment of a quality control plan and the utilization of an approved Quality Control Laboratory and approved Quality Control Personnel.

**(A) Quality Control Plan (QCP):** A written QCP shall be submitted to the Engineer and work shall not begin until the quality control program has been reviewed and accepted by the Engineer. The QCP shall at a minimum address the following:

1. Quality Control Organization, including resumes and certifications for the quality control manager, quality control supervisor and all technicians performing sampling and testing.
2. A Minimum Sampling and Testing Plan specific to each project developed in accordance with these specifications and the requirements of Table 106-2.
3. Corrective action for materials that do not meet the specified quality requirements
4. System for maintaining quality control records and submitting reports.
5. Where applicable, commercial supplier quality control qualifications and personnel must also be addressed.

**(B) Quality Control Laboratory:** All field and laboratory sampling and testing shall be performed by a laboratory accredited through the AASHTO Accreditation Program (AAP) for the test methods being performed. All commercial suppliers providing quality control results to the project shall also be accredited through the AAP.

**(C) Quality Control Personnel:** The Contractor shall designate a Quality Control Manager to be responsible for implementing, monitoring and, as necessary, adjusting the processes to assure acceptable quality. The Quality Control Manager shall be a full time employee of the Contractor.



The Quality Control Laboratory shall designate a Quality Control Supervisor to oversee the QCP and to coordinate quality control activities with the Contractor and the Engineer. The Quality Control Supervisor shall serve as a central point of contact for the Quality Control Laboratory and shall be available to answer questions pertaining to the quality control program.

Technicians performing field sampling and testing shall be employees of the Quality Control Laboratory and shall be certified as appropriate by the Arizona Technical Testing Institute (ATTI) and/or the American Concrete Institute (ACI) per Table 106-1. Technicians working for commercial suppliers must also meet the appropriate certification requirements.

| <b>Table 106-1 Quality Control Technician Requirements</b> |   |  |
|--|---|--|
| <b>Material</b>  | <b>Field Requirements</b>                                     | <b>Laboratory Requirements</b>                         |
| Soils and Aggregate  | ATTI Field Certification                                      | ATTI Laboratory Soils and Aggregate Certification      |
| Concrete   | ACI Concrete Field Testing Technician - Grade I Certification | ACI Concrete Strength Testing Technician Certification |
| Asphaltic Concrete   | ATTI Field Certification                                      | ATTI Asphalt Certification                             |

**(D) Materials Sampling and Testing Requirements:** The minimum frequencies for sampling and testing materials shall be as directed by the Engineer. The frequencies shown in Table 106-2 are only recommendations and can be adjusted by the Engineer.

**(E) Quality Control Records and Reporting:** The Contractor shall submit weekly quality control reports to the Engineer. Depending on type of project, Engineer may request quality control reports other than weekly. The weekly quality control report shall state which materials were incorporated into the project during the reporting period, identify the quality control measures taken to assure quality, include all test results and clearly identify materials that do not meet specification requirements.

All tests and samples shall be clearly identified, including sample identification information, sample date, sample location, material description, material use and the technician who obtained the sample. The results for all required tests, including the specifications and other control requirements and any remedial actions taken, shall also be included with the report.

Daily diaries for each quality control technician on the project shall also be included in the weekly report. Daily diaries should clearly identify the types of work performed by the Contractor and the process control measures taken by the quality control technician to assure quality. The reporting period of each weekly quality control reports shall end on Friday at midnight and the report shall be submitted to the Engineer by the following Wednesday, unless otherwise requested by the Engineer.

Prior to final acceptance of the project, a final quality control report shall be submitted to the Engineer that includes a summary of all quality control activities performed for the project. This report shall be stamped by a Professional Engineer registered in the State of Arizona, knowledgeable in materials testing.

| <b>TABLE 106-2 Materials Sampling and Testing Requirements</b> |                     |  |                       |   |
|--|---------------------|--|-----------------------|---|
| <b>MATERIAL</b>  | <b>TYPE OF TEST</b> | <b>TEST METHOD</b>                                   | <b>SAMPLING POINT</b> | <b>MINIMUM SAMPLING/TESTING FREQUENCY<sup>1</sup></b>                                     |
| <b>Structure Backfill (MAG 206) (MAG 702)</b>                  | Gradation           | AASHTO T311/T11                                      | Source                | One per 2,000 tons  |
|  | PI                  | AASHTO T89/T90                                       | Source                | One per 2,000 tons  |
|  | Proctor Density     | AASHTO T99   | Source                | One at start of production, then as material changes                                      |
|  | Field Density       | AASHTO T310 <sup>2</sup> or AASHTO T191 <sup>2</sup> | In-Place              | One per 200 CY, minimum one per shift   |
| <b>Imported Borrow (MAG 210)</b>                               | Gradation           | AASHTO T311/T11                                      | Source                | One per soil type per source  |
|  | PI                  | AASHTO T89/T90                                       | Source                | One per soil type per source  |
|  | Proctor Density     | AASHTO T99   | Source                | One per soil type   |
|  | Field Density       | AASHTO T310 <sup>2</sup> or AASHTO T191 <sup>2</sup> | In-Place              | One per 800 CY, minimum one per shift   |
| <b>Fill Construction (MAG 211)</b>                             | Proctor Density     | AASHTO T99   | Source                | One per soil type   |
|  | Field Density       | AASHTO T310 <sup>2</sup> or AASHTO T191 <sup>2</sup> | In-Place              | One per 800 CY, minimum one per shift   |
| <b>Subgrade (MAG 301)</b>                                      | Gradation           | AASHTO T311/T11                                      | Source                | One per soil type   |
|  | PI                  | AASHTO T89/T90                                       | Source                | One per soil type   |
|  | Proctor Density     | AASHTO T99   | Source                | One per soil type   |
|  | Swell Test          | ASTM D4546   | In-Place              | As requested by engineer (curb, gutter and sidewalk only)                                 |
|  | Field Density       | AASHTO T310 <sup>2</sup> or AASHTO T191 <sup>2</sup> | In-Place              | One per 1,500 LF per lane pass (2,000 SY)<br>One per 500 LF for curb, gutter and sidewalk |
| <b>Lime Slurry Stabilization (MAG 309)</b>                     | Mix Design          |  |                       | One per soil type   |
|  | Proctor Density     | AASHTO T134  | In-Place              | One per shift per soil type   |
|  | Field Density       | AASHTO T310 <sup>2</sup> or AASHTO T191 <sup>2</sup> | In-Place              | One per 1,500 LF per lane pass (2,000 SY)   |
|  | Thickness           |  | In-Place              | One per 1,000 SY  |

| <b>TABLE 106-2 Materials Sampling and Testing Requirements (cont.)</b> |                      |  |                       |   |
|--|----------------------|--|-----------------------|---|
| <b>MATERIAL</b>  | <b>TYPE OF TEST</b>  | <b>TEST METHOD</b>                                   | <b>SAMPLING POINT</b> | <b>MINIMUM SAMPLING/TESTING FREQUENCY<sup>1</sup></b>               |
| <b>Aggregate Base (MAG 310) (MAG 702)</b>                              | Gradation            | AASHTO T311/T11                                      | Source                | One per 2,000 tons per source                                       |
|  | PI                   | AASHTO T89/T90                                       | Source                | One per 2,000 tons per source                                       |
|  | Fractured Faces      | ASTM D5821   | Source                | One per 10,000 tons per source                                      |
|  | Abrasion             | AASHTO T96   | Source                | One per source <sup>3</sup>   |
|  | Proctor Density      | AASHTO T99   | Source                | One at start of production, then as material changes                |
|  | Field Density        | AASHTO T310 <sup>2</sup> or AASHTO T191 <sup>2</sup> | In-Place              | One per 1,000 LF per lane per lift (1,300 SY)                       |
| <b>Soil Cement (MAG 311)</b>   | Mix Design           |  |                       | One per soil type   |
|  | Proctor Density      | AASHTO T134  | Lay-Down              | One per shift per soil type   |
|  | Moisture             | AASHTO T217  | Lay-Down              | Four per shift  |
|  | Field Density        | AASHTO T310 <sup>2</sup> or AASHTO T191 <sup>2</sup> | In-Place              | One per 1,500 LF per lane pass (2,000 SY)                           |
| <b>Cement Treated Base (MAG 312) (MAG 705)</b>                         | Mix Design           |  |                       | One per soil type   |
|  | Proctor Density      | AASHTO T134  | Lay-Down              | One per mix design and as material changes                          |
|  | Moisture             | AASHTO T217  | Lay-Down              | Four per shift  |
|  | Field Density        | AASHTO T310 <sup>2</sup> or AASHTO T191 <sup>2</sup> | In-Place              | One per 1,500 LF per lane pass (2,000 SY)                           |
| <b>Bituminous Treated Base (MAG 313)</b>                               | Mix Design           |  |                       | One per soil type   |
|  | Proctor Density      | AASHTO T99   | Lay-Down              | One per mix design and as material changes                          |
|  | Field Density        | AASHTO T310 <sup>2</sup> or AASHTO T191 <sup>2</sup> | In-Place              | One per 1,500 LF per lane pass (2,000 SY)                           |
| <b>Asphalt Concrete Pavement (MAG 321) (MAG 325) (MAG 710)</b>         | Mix Design           |  |                       | One per mix   |
|  | % Asphalt            | AASHTO T308  | Lay-Down              | One per subplot (four per lot)                                      |
|  | Gradation            | AASHTO T30   | Lay-Down              | One per subplot (four per lot)                                      |
|  | Rice Density         | AASHTO T209  | Lay-Down              | One per lot   |
|  | % Laboratory Voids   | AASHTO T269  | Lay-Down              | One per lot   |
|  | Field Density        | ASTM D2950   | Roadway               | Establish rolling pattern<br>Minimum one per 500 LF per paving pass |
|  | % In-Place Air Voids | AASHTO T269  | Roadway               | Two locations per subplot (two cores per location)                  |

| <b>TABLE 106-2 Materials Sampling and Testing Requirements (cont.)</b> |                      |  |                       |  |
|--|----------------------|--|-----------------------|--|
| <b>MATERIAL</b>  | <b>TYPE OF TEST</b>  | <b>TEST METHOD</b>                                   | <b>SAMPLING POINT</b> | <b>MINIMUM SAMPLING/TESTING FREQUENCY<sup>1</sup></b>                          |
| <b>Pipe Bedding (MAG 601)</b>  | Gradation            | AASHTO T311/T11                                      | Source                | One per 2,000 tons per source  |
|  | PI                   | AASHTO T89/T90                                       | Source                | One per 2,000 tons per source  |
|  | Proctor Density      | AASHTO T99   | Source                | One at start of production, then as material changes                           |
|  | Field Density        | AASHTO T310 <sup>2</sup> or AASHTO T191 <sup>2</sup> | In-Place              | One per 200 CY   |
| <b>Trench Backfill (MAG 601)</b>                                       | Proctor Density      | AASHTO T99   | Source                | One per soil type  |
|  | Field Density        | AASHTO T310 <sup>2</sup> or AASHTO T191 <sup>2</sup> | In-Place              | One per 500 LF per lift  |
| <b>Decomposed Granite (MAG 704)</b>                                    | Gradation            | AASHTO T311/T11                                      | Source                | One per source   |
|  | PI                   | AASHTO T89/T90                                       | Source                | One per source   |
| <b>Rip Rap (MAG 703)</b>   | Gradation            | AASHTO T27 (Visual)                                  | Source                | One per source   |
| <b>Portland Cement Concrete (MAG 725)</b>                              | Mix Design           |  |                       | One per mix  |
|  | Slump                | ASTM C143  | Discharge             | One per 100 CY   |
|  | Temperature          | ASTM C1064   | Discharge             | One per 100 CY   |
|  | Compressive Strength | ASTM C39   | Discharge             | One set of 4 cylinders per 100 CY or fraction thereof, minimum one set per day |
| <b>CLSM (MAG 728)</b>  | Mix Design           |  |                       |  |
|  | Gradation            | AASHTO T311/T11                                      | Source                | One per mix  |
|  | Slump                | ASTM C143  | Discharge             | One per day  |
|  | Temperature          | ASTM C1064   | Discharge             | One per day  |
|  | Unit Weight          | ASTM D6023   | Discharge             | As requested by engineer   |
|  | Cement Content       | ASTM D5982   | Discharge             | As requested by engineer   |
|  | Compressive Strength | ASTM D4832   | Discharge             | One set of 4 cylinders per day   |

**Notes:**

Note 1: The Engineer may require additional tests as necessary

Note 2: Density Tests shall be rock corrected for oversize material per MAG Detail 190

Note 3: Historical data may be used if acceptable to the Engineer

Note 4: Finished subgrade shall be wheel-rolled with a loaded truck to locate pumping areas

## **MAG SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

### **ADD 107.2.1 BEST MANAGEMENT PRACTICES:**

Implementation of “Best Management Practices” (BMP’s) to reduce storm water pollution shall be undertaken by the Contractor on a multi-tiered, most cost-effective approach. The Contractor shall utilize the lowest-cost acceptable BMP available to address each type of potential storm water pollution situation encountered on the project. Should this prove ineffective in resolving a storm water pollution problem, additional, higher-cost BMP’S may need to be practiced, upon approval by the Town. Multi-tiered BMP approaches to construction operations might include:

#### **ROADWAY SUBGRADE EXCAVATION:**

1. Tier I – The excavated area may create a temporary area that retains storm water runoff. This may provide adequate control of runoff preventing sediment from leaving the site. Draining the excavation area by pumping or other methods shall utilize filter fabric or other filtering methods to remove sediment before leaving the site or entering the storm drain system.
2. Tier II – Catch basin inlet protection (utilizing filter fabric, gravel, etc.) may be necessary should Tier I controls prove inadequate. Care shall be exercised to ensure that Tier II BMPs do not result in flooding adjacent properties.

#### **OPEN PIPELINE TRENCHES**

1. Tier I – An open trench itself may act as a temporary retention area. The Contractor shall provide a low-cost, readily-installed/removable temporary device on the open end of the pipe to prevent sediment-laden storm water from entering the pipe. This may consist of a temporary “plug” incorporating filter fabric, a temporary weir, or other device capable of removing sediment before allowing storm water to enter the pipe. Care must be taken to prevent damming of runoff waters in the excavation that could result in “floating” the pipe.
2. Tier II – If Tier I protection does not prove satisfactory, the Contractor may need to install straw bales, sandbag berms, or temporary diversion dikes around the perimeter of the open excavation to prevent sediment-laden storm water from entering the open excavation. Due to installation/removal time, such devices need only be installed during periods of likely precipitation and runoff. Earthen dikes are preferred alternates, due to ease of installation and removal. Care must be taken to ensure that runoff is not blocked causing adjacent properties to flood.

#### **BACKFILLED PIPELINE TRENCHES:**

1. Tier I – As with roadway subgrade excavations, pipeline trenches which have been backfilled but not yet paved may be several inches lower than adjacent paved areas, and may act as temporary retention areas.
2. Tier II – If the “retention” provided by the backfilled area does not prevent sediment-laden runoff from leaving the excavated area, perimeter controls such as silt fence, straw bales, sandbag berms, or gravel filter berms may need to be installed around the downstream edges of the backfilled area. As with open trenches, the selection of the appropriate measure, extent of its application, and time period during which it is needed will be dependent upon cost, site conditions, ease of

installation/removal, and likelihood of precipitation/runoff. Care must be taken to ensure that extra storm water runoff is not diverted onto adjacent properties.

An acceptable storm water control method is limiting the amount of area disrupted and therefore reducing sediment-laden storm water runoff at any one time. Should such project phasing prove necessary due to the failure of other BMP's, the Contractor shall revise his construction activities accordingly, at no additional cost to the Town.

Standards for installing and operating the above BMP's are provided in the Flood Control District of Maricopa County "Drainage Design Manual for Maricopa County, Arizona, Volume III, Erosion Control".

**ADD 107.2.2 MEASUREMENT:**

Measurement and payment for obtaining, implementing and monitoring Storm Water Pollution Prevention Plan best management practices will not be measured for separate payment but shall be considered included in the price of other contract bid items listed in the JOC Price Book.

**ADD 107.15 PUBLIC INFORMATION AND NOTIFICATION:**

**ADD 107.15.1 DESCRIPTION:**

The Contractor shall implement a community relations program for the project, including, but not be limited to:

- a. Documenting existing property conditions prior to starting construction.
- b. Providing the Engineer information on limits to be distributed.
- c. Preparing, erecting and maintaining information signs.
- d. Personal contact with residents and businesses prior to street, driveway, sidewalk or parking lot closures or restrictions.
- e. Attending special meetings as required by the Engineer.

The Contractor shall use these or other means to inform the local citizens, businesses, residents, and Town officials of necessary operations which create high noise levels, street and driveway closures, detour locations, haul route and material delivery routes, hours of construction, disruption of school bus routes, mail delivery or emergency vehicle access or disruption of utility services.

Disruption to utility services shall be avoided. Safety is the principal concern at all times. Anticipated utility disruption shall be kept to a minimum and proper 2-day advanced notification provided.

Seven (7) days or more prior to the start of construction, the Contractor shall furnish and install professionally prepared information signs (number will vary by project but typically, a minimum of two signs are required) to give drivers the option of taking alternate routes around the construction area. The Contractor shall obtain Town of Gilbert permits necessary to install the signs. Contractor shall coordinate and obtain approval of the sign locations and messages from the Engineer before they are installed. The information signs shall be four (4) feet high by six (6) feet wide (24 square feet) with white non-reflective lettering on a blue non-reflective background as shown in the detail below. Contractor shall maintain the information signs in good condition throughout the duration of construction and remove them at the end of the project, at which time the signs shall become Town's property if Engineer requests them. The Engineer will provide the address of where the signs are to be delivered by the Contractor.

Lettering shall be manufactured according to the Federal Manual on Uniform Traffic Control Devices (MUTCD) using Type "C" letters. Sign shall list the following information:

- Project Name
- Project Dates (Scheduled beginning and ending dates.)
- Construction Contractor Name
- Contact for project
- Website and/or Contractor hotline number for project

The hotline number for the project will be supplied by Contractor. The hotline is intended to be an answering service that actually answers the phone 24/7, not a 24 hour "answering machine". The Contractor shall have a contact that is familiar with the project and will be reachable 24/7 to respond to any emergency that may arise in off-work hours.

Contractor shall submit a layout drawing to the Engineer for approval showing the location, size and color of lettering and logos. If needed, the Town can provide the Contractor a pdf of the sign below for their use in preparing the sign.

Sign supports shall be 4-inch by 4-inch pressure treated posts, set a minimum of 2-feet in the ground. The bottom of the sign shall be a minimum of 4-feet above the ground.



INFORMATION SIGN DETAIL

**ADD 107.15.2 EXISTING SITE CONDITIONS:**

Prior to starting construction, the Contractor shall document existing street and property conditions. Acceptable documentation shall be a video-recorded tape, supplemented with digital photographs. The videotape shall not be made from a moving vehicle. One (1) copy of the documentation package shall be given to the Engineer at least 5 working days prior to the Contractor commencing work. Documentation of existing conditions shall extend a minimum of 200' past the construction limits of all roadways.

**ADD 107.2.3 MEASUREMENT:**

Measurement and payment for documenting existing conditions, public relations coordination, notifications, meetings and furnishing and installing information signs will not be measured for separate payment but shall be considered incidental and included in the price of other contract items listed in the JOC Price Book.

**MAG SECTION 321 PLACEMENT AND CONSTRUCTION OF ASPHALT  
CONCRETE PAVEMENT**

Modify and add the following to MAG Sections 321 and 710 to satisfy EVAC mix criteria:

**ASPHALT CONCRETE – EVAC MIX CRITERIA**

**1.0 GENERAL:**

Asphalt concrete shall be a mixture of asphalt cement and mineral aggregates. Mineral admixture, mineral filler and anti-stripping agent shall be included in the mixture when required by the mix design or by the Engineer. All materials shall be proportioned by weight, volume or a combination in a central mix plant in the proportions required by the mix design to provide a homogeneous and workable mass. Asphalt concrete shall be produced in accordance with the MAG Specification Sections 321 and 710 with the following modifications:

- A. Subsection 321.5 - Delete 1<sup>st</sup> paragraph and substitute the following: "If the contractor/supplier elects to change the source of material for a mix that is already on the EVAC approved list, the contractor/supplier shall furnish a new mix design that is in accordance with the EVAC criteria. Upon review and approval of the new mix design by EVAC, the new mix design will replace the originally approved mix design to the approved EVAC list."
- B. Subsection 321.10.2 - Delete reference to "fan drying per AASHTO T209 Section 15."
- C. Subsection 710.1 – Delete the 2<sup>nd</sup> sentence in the 1<sup>st</sup> paragraph and substitute the following: "Mineral admixture, mineral filler and anti-stripping agent shall be included in the mixture when required by the mix design or by the Engineer. All materials shall be proportions by weight, volume or a combination in a central mix plant in the proportions required by the mix design to provide a homogeneous and workable mass."
- D. Subsection 710.2.2 - Delete the last paragraph and substitute the following: "The natural sand shall not exceed 15 percent for Marshall Mixes and Gyratory Mixes by weight of the total



aggregate for a mix.”

E. Subsection 710.2.4 - Add the following text to this subsection: “When liquid anti-stripping agents are used, the agent shall conform to the requirements of AASHTO designation R 15-89. The agent shall be added in accordance with the manufacturer’s recommended dosage rate. Other mineral filler, mineral admixture, or anti-stripping agents shall be approved by the Engineer prior to start of mix design.”

F. Additional Requirements:

The designation for asphalt concrete mixes shall be based on the nominal maximum aggregate size of the mix. The applicable mix designations are: 3/8-inch, 1/2-inch, 3/4-inch and 1-inch mix.

The EVAC committee maintains two lists of approved asphalt mixes: one for conventional mix designs and one for polymer-modified, terminal blend rubberized mix designs (PMTR+ mixes). The conventional mix designs shall comply with **Section 2.0** herein. The PMTR+ mix designs shall be as specified in **Section 3.0**. Use of the PMTR+ mix designs will be as determined by the Town and as specified in their supplements to MAG and/or as covered in these specifications.

Recycled Asphalt mixes are not part of the EVAC approved lists. The Town does not allow these mixes unless approved by the Town Engineer.

Each mix shall be designed using Marshall or Gyratory compaction methods. Either Gyratory or Marshall Mixes may be used for low or high traffic conditions as determined by the Town. Low traffic conditions are conditions where the asphalt mix will be subject to low volume and low weight vehicle usage. Examples of this condition are residential streets, most parking lots and residential minor collector streets. High traffic conditions are conditions where the asphalt mix will be subject to high volume and/or heavy weight vehicle usage as found on major collector, arterial and commercial streets. Street classifications (i.e. minor collector and major collector) shall be determined by the Town.

Unless otherwise determined by the Town, the following table (Table 1) displays the required minimum lift thickness for various asphalt concrete mix designations found within MAG Standard Specification Section 710. Please note that these are based on each mix designation’s nominal maximum aggregate size. The compacted thickness of layers placed shall not exceed 150% of the Minimum Lift Thickness of Table 1 except as otherwise provided in the plans and specifications, or as approved in writing by the Engineer.

| <b>TABLE 1</b>   |  |  |
|--|--|--|
| <b>RECOMMENDED MINIMUM LIFT THICKNESSES for ASPHALT CONCRETE MIXES</b> |  |  |
| <b>Asphalt Concrete Mix Designation (inches)</b>                       | <b>Minimum Lift Thickness Marshall Mixes</b> | <b>Minimum Lift Thickness Gyratory Mixes</b> |
| 3/8-inch   | 1.0 inches                                   | 1.5 inches                                   |
| 1/2-inch   | 1.5 inches                                   | 2.0 inches                                   |
| 3/4-inch   | 2.5 inches                                   | 3.0 inches                                   |
| 1-inch   | 3.0 inches                                   | NA   |

**2.0 CONVENTIONAL MIXES:**

**2.1 MATERIALS:**

**2.1.1 Asphalt Binder:** The asphalt binder specified in this section has been developed for use in desert climate conditions. Should it be utilized in other climates, consideration should be given to adjustments in the asphalt binder selection. The asphalt binder shall be Performance Grade Asphalt conforming to the requirements of MAG Standard Specification Section 711 for PG 70-10 or PG 76-16, unless otherwise approved by the Engineer or specified differently in the plans or special provisions.

**2.1.2 Aggregate:** Coarse and fine aggregates shall conform to the applicable requirements of this section. Coarse mineral aggregate shall consist of crushed gravel, crushed rock or other approved inert material with similar characteristics, or a combination thereof, conforming to the requirements of these specifications.

Coarse aggregate for hot mix asphalt is material retained on or above the No. 4 sieve and fine aggregate is material passing the No. 4 sieve. Aggregates shall be relatively free of deleterious materials, clay balls and adhering films or other material that prevent coating with the asphalt binder. Coarse and fine aggregates shall conform to the following requirements when tested in accordance with the applicable test methods.

| <b>TABLE 2</b>                            |                           |                      |                                |
|---|---------------------------|----------------------|--------------------------------|
| <b>COARSE/FINE AGGREGATE REQUIREMENTS</b> |                           |                      |                                |
| Characteristics                           | Test Method               | Low Traffic          | High Traffic                   |
| Fractured Faces, %<br>(Coarse Aggregate)  | Arizona 212               | 75, 1 or more        | 85, 1 or more<br>80, 2 or more |
| Uncompacted Voids, % Min.                 | AASHTO T-304,<br>Method A | 42                   | 45                             |
| Flat & Elongated Pieces, % 5:1            | ASTM D4791                | 10.0 Max.            | 10.0 Max.                      |
| Sand Equivalent, %                        | AASHTO T-176              | 50 Min.              | 50 Min.                        |
| Plasticity Index                          | AASHTO T-90               | Non-plastic          | Non-plastic                    |
| L.A. Abrasion, %Loss                      | AASHTO T-96               | 9 max. @ 100<br>Rev. | 9 max. @ 100<br>Rev.           |
| Combined Bulk Specific Gravity            | AI MS-2/SP-2              | 2.35 – 2.85          | 2.35 – 2.85                    |
| Combined Water Absorption                 | AI MS-2/SP-2              | 0 – 2.5%             | 0 – 2.5%                       |

Tests on aggregates used in asphalt concrete outlined above, shall be performed on materials furnished for mix design purposes and composited to the mix design gradation.

Blend sand (naturally occurring or crushed fines) shall be clean, hard and sound material which will readily accept asphalt binder coating. The blend sand grading shall be such that, when it is mixed with the other mineral aggregates, the combined product shall meet the requirements of Table 2.

The natural sand shall not exceed 15 percent for the Marshall and Gyratory mixes by weight of the total aggregate for a mix.

**2.1.3 Mineral Admixture:** Mineral admixture when used as an anti-stripping agent in asphalt concrete shall conform to the requirements of AASHTO M-17. Mineral admixture used in asphalt concrete shall be dry hydrated lime, conforming to the requirements of ASTM C1097 or Portland cement conforming to ASTM C150 Type II or ASTM C595 Type IP. The amount of hydrated lime or Portland cement used shall be determined by the mix design. The minimum mineral admixture content within a mix will be 1.00 percent, by weight of total aggregate. When liquid anti-stripping agents are used, the agent shall conform to the requirements of AASHTO designation R 15-89. The agent shall be added in accordance with the manufacturer's recommended dosage rate. Other mineral filler, mineral admixture or anti-stripping agents, shall be approved by the Engineer prior to the start of the mix design.

## **2.2 MIX DESIGN REQUIREMENTS:**

**2.2.1 General:** The mix design for asphalt concrete shall be prepared by a laboratory that is accredited through the AASHTO Accreditation Program (AAP) in Hot Mix Asphalt Aggregates and Hot Mix Asphalt. The laboratory shall be under the direct supervision of a Civil Engineer registered by the State of Arizona, and who is listed by ADOT as a "Qualified Asphaltic Concrete Mix Design Engineer" within ADOT's latest list of approved laboratories. The latest list of approved laboratories is available on ADOT's web page [www.azdot.gov](http://www.azdot.gov). The date of the design shall not be older than one year from the date of submittal unless supportive documentation is provided and approved by the Engineer.

The mix design report shall include the following elements:

- (1) The name and address of the testing organization and the person responsible for the mix design report.
- (2) The mix plant identification and/or location as well as the supplier or producer name.
- (3) A description of all products that are incorporated in the asphalt concrete along with the sources of all products, including admixtures and asphalt binder, and their method of introduction.
- (4) The supplier and grade of asphalt binder, the source and type of mineral aggregate, and the percentage of asphalt binder and mineral admixture used.
- (5) The mix design report shall state the traffic condition (low or high traffic) and size designation. In all cases Gyratory based mix designs shall be designated as high traffic mixes. Marshall based mix design shall be designated either low or high traffic mixes.
- (6) The results of all testing, determinations, etc., such as specific gravity and gradation of each component, water absorption, sand equivalent, loss on abrasion, fractured coarse aggregate particles, Tensile Strength Ratio (AASHTO T 283), Marshall stability and flow, asphalt absorption, percent air voids, voids in mineral aggregate and bulk density. Historical abrasion values may be supplied on existing sources. The submittal should include a plot of the gradation on the Federal Highway Administration 0.45 Power Gradation Chart, plots of the compaction curves and the results of moisture sensitivity

testing.

- (7) The laboratory mixing and compaction temperature ranges for the supplier and grade of asphalt binder used within the mix design.
- (8) A specific recommendation for design asphalt binder content and any limiting conditions that may be associated with the use of the design, such as minimum percentages of crushed or washed fine aggregate.
- (9) The supplier's product code, the Laboratory Engineer's seal (signed and dated), and the date the design was performed. The mix design shall be submitted to the Town or Engineer by the Contractor/Supplier for which it was developed as part of his project submittals. Once the mix design has been approved by the Town or Engineer, the Contractor and/or his supplier shall not change plants nor utilize additional mixing plants without prior approval of the Engineer. Any changes in the plant operation, the producer's pit, the asphalt binder including modifiers in the asphalt binder, or any other item that will cause an adjustment in the mix, shall be justification for a new mix design to be submitted.

**2.2.2 Mix Design Criteria:** The mix design shall be performed by one of two methods, Marshall Mix Design or Gyratory Mix Design. The method shall be specified on the plans, special provisions, or by the Engineer. A minimum of 4 points will be used to establish the mix design results. The oven aging period for both Marshall and Gyratory Mix Design samples shall be 2 hours.

**2.2.2.1**

**Marshall Mix Design:** The Marshall Mix Design shall be performed in accordance with the requirements of the latest edition of the Asphalt Institute's MS-2 "Mix Design Methods for Asphalt Concrete" manual (AI MS-2). The mix shall utilize the compactive effort of 75 blows per side of specimen. The mix shall comply with the criteria in Table 3.

| <b>TABLE 3<br/>MARSHALL MIX DESIGN CRITERIA</b>   |   |          |          |         |                        |
|---|---|----------|----------|---------|------------------------|
| Criteria  | Requirements  |          |          |         | Designated Test Method |
|   | 3/8" Mix  | 1/2" Mix | 3/4" Mix | 1" Mix  |                        |
| 1. Voids in Mineral Aggregate: %, min   | 15.0  | 14.0     | 13.0     | 12.0    | AI MS-2                |
| 2. Effective Voids: %, Range  | 4.0±0.2   | 4.0±0.2  | 4.0±0.2  | 4.0±0.2 | AI MS-2                |
| 3. Absorbed Asphalt: %, Range *   | 0 - 1.0   | 0 - 1.0  | 0 - 1.0  | 0 - 1.0 | AI MS-2                |
| 4. Dust to Eff. Asphalt Ratio, Range **   | 0.6–1.4   | 0.6–1.4  | 0.6–1.4  | 0.6–1.4 | AI MS-2                |
| 5. Tensile Strength Ratio: %, Min.  | 65  | 65       | 65       | 65      | ASTM D 4867            |
| 6. Dry Tensile Strength: psi, Min.  | 100   | 100      | 100      | 100     | ASTM D 4867            |
| 7. Stability: Pounds, Minimum   | 2,000   | 2,500    | 2,500    | 3000    | AASHTO T-245           |
| 8. Flow: 0.01-inch, Range   | 8 - 16  | 8 - 16   | 8 - 16   | 8 - 16  | AASHTO T-245           |
| 9. Mineral Aggregate Grading Limits   | Percent Passing with Admix shall be per MAG Table 710-3 |          |          |         | AASHTO T-27            |
| * Unless otherwise approved by the Engineer.  |   |          |          |         |                        |
| ** The ratio of the mix design composite gradation target for the No. 200 sieve, including admixture, to the effective asphalt content shall be within the indicated range. |   |          |          |         |                        |

**2.2.2.2**

**Gyratory Mix Design:** Gyratory Mix Designs shall be performed in accordance with the requirements of latest edition of the Asphalt Institute’s SP-2 manual (AI SP-2). Mix design laboratory compacted specimens shall be prepared using a gyratory compactor in accordance with AASHTO T- 312.

The mix design shall be formulated in a manner described for volumetric mix designs in the current edition of the Asphalt Institute Manual SP-2, except the number of trial blend gradations necessary will be determined by the mix design laboratory. Duplicate gyratory samples shall be prepared at a minimum of four (4) binder contents to select the recommended binder content. The completed mix design shall meet all the mineral aggregate and mix design criteria specified herein.

For purposes of design, the number of gyrations shall be 8 for  $N_{ini}$ , 100 for  $N_{des}$ , and 160 for  $N_{max}$ . The corrected density of the specimens shall be less than 89.0 percent of maximum theoretical density at 8 gyrations. The corrected density of the specimens shall be less than 98.0 percent of maximum theoretical density at 160 gyrations.

The Gyratory mix shall comply with the criteria in Table 4.

| TABLE 4   |   |           |           |                        |
|---|---|-----------|-----------|------------------------|
| GYRATORY MIX DESIGN CRITERIA  |   |           |           |                        |
| Criteria  | Requirements  |           |           | Designated Test Method |
|   | 3/8" Mix  | 1/2" Mix  | 3/4" mix  |                        |
| 1. Voids in Mineral Aggregate: %, Min   | 15.0  | 14.0      | 13.0      | AI SP-2                |
| 2. Effective Voids: %, Range  | 4.0 ± 0.2   | 4.0 ± 0.2 | 4.0 ± 0.2 | AI SP-2                |
| 3. Absorbed Asphalt: %, Range*  | 0 - 1.0   | 0 - 1.0   | 0 - 1.0   | AI SP-2                |
| 4. Dust to Eff. Asphalt Ratio, Range**  | 0.6 – 1.4   | 0.6 – 1.4 | 0.6 – 1.4 | AI SP-2                |
| 5. Tensile Strength Ratio: %, Min   | 75  | 75        | 75        | AASHTO T-283           |
| 6. Dry Tensile Strength: psi, Min   | 75  | 75        | 75        | AASHTO T-283           |
| 7. Mineral Aggregate Grading Limits   | Percent Passing with Admix shall be per MAG Table 710-3 |           |           | AASHTO T-27            |
| * Unless otherwise approved by the Engineer.  |   |           |           |                        |
| ** The ratio of the mix design composite gradation target for the No. 200 sieve, including admixture, to the effective asphalt content shall be within the indicated range. |   |           |           |                        |

**2.2.2.3**

**Moisture Sensitivity Testing:** Moisture sensitivity testing will be performed in accordance with AASHTO Test Method T283 for both Marshall and Gyratory Mix Designs. The minimum required Tensile Strength Ratio is indicated in the tables above.

**3.0 POLYMER MODIFIED, TERMINAL BLEND MIXES:**

The EVAC maintains a list of approved polymer-modified terminal blend rubberized mix designs (PMTR+ mixes), as specified in this section. Use of the PMTR+ mix designs will be determined by the Town. Street widening and trench patches shall match the existing arterial asphalt surface type.

**3.1 GENERAL:**

The materials, mix design and installation of the PMTR+ asphalt mixes shall comply with MAG Section 321 and 710 as modified herein.

The asphalt concrete mix should be ½-inch (12.5mm) dense graded 75 blow Marshall design for High traffic condition. The mix design shall be in accordance with Section 710, except for the blow count and binder content range. The design binder content shall be a minimum of 6.0% for arterial streets and a minimum of 6.2% for other street classifications. Production tolerances are per MAG specifications and shall be +/- 0.4%. The design pavement thickness is 2.0 inches unless otherwise noted.

**3.2 ASPHALT CEMENT:**

The asphalt cement shall be terminal-blended crumb rubber with polymer-modified SHRP Graded PG 76-22 TR+ in accordance with the requirements of the Asphalt Institute's Performance Graded Asphalt Binder Specification and Testing Manual, SP-1, except as modified in Tables 5 through 7 below:

| <b>TABLE 5</b>                                |  |
|---|--|
| <b>Binder Composition</b>                     |  |
| 10 percent (1 percent +/-) Ground Tire Rubber |  |
| 90 percent (3 percent +/-) Asphalt Cement     |  |
| 2 percent (minimum) SBS Polymer               |  |

| <b>TABLE 6</b>                              |                        |
|---|------------------------|
| <b>TYPE II GROUND TIRE RUBBER GRADATION</b> |                        |
| <b>Sieve</b>                                | <b>Percent Passing</b> |
| No. 10                                      | 100                    |
| No. 16                                      | 95-100                 |
| No. 30                                      | 40-80                  |
| No. 50                                      | 0-20                   |
| No. 200                                     | 0-5                    |

| <b>TABLE 7</b>  |                           |                    |
|---|---------------------------|--------------------|
| <b>SHRP GRADED PG 76-22 TR+ SPECIFICATIONS (HOT CLIMATE)</b>      |                           |                    |
| <b>Property</b>   | <b>Test Method</b>        | <b>Requirement</b> |
| <b>Original Physical Properties</b>                               |                           |                    |
| Ground Tire Rubber (percentage of weight of total asphalt cement) | Certificate of Compliance | 9 percent (min.)   |
| COC Flash Point, °F   | ASTM D-92                 | 450 (min.)         |
| Softening Point, °F   | ASTM D-36                 | 140 (min.)         |
| Elastic Recovery @ 10° C, percent                                 | ASTM D-6084               | 55 (min.)          |
| Solubility, percent   | ASTM D-2042               | 98 (min.)          |
| Specific Gravity @ 60° F  | -----                     | Report             |
| Weight per Gallon @ 60° F   | -----                     | Report             |
| <b>Original</b>   |                           |                    |
| G*/ Sin δ @ 76° C @ 10 rad/sec, kPa                               | -----                     | 1.0 (min.)         |
| δ, Phase angle, Degrees   | -----                     | 75 (max.)          |
| <b>RFTO Aging</b>   |                           |                    |
| G*/ Sin δ @ 76° C @ 10 rad/sec, kPa                               | -----                     | 2.20 (min.)        |
| <b>PAV Aging (110°C)</b>  |                           |                    |
| G*/ Sin δ @ 31° C @ 10 rad/sec kPa                                | -----                     | 5,000 (max.)       |
| Creep Stiffness, TP1 S, -12° C @ 60 sec, MPA                      | -----                     | 300 (max.)         |
| M-Value, -12° C @ 60 sec  | -----                     | 0.300 min.)        |

**3.3 LIME WATER:**

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

When used, the lime water solution shall be applied at the rate of approximately ½ gallon per square yard of finished surface area. The lime shall be mixed using a maximum of one 50-pound bag of lime per 3,000 gallons of water. No more than one application per day for that day’s production will be permitted.

**3.4 PAVEMENT THICKNESSES:**

The placement and construction of the asphalt pavement shall be as specified in MAG Section 321. Thickness of asphalt concrete lifts is to be determined from the following table:

| <b>TABLE 8<br/>ASPHALT PAVEMENT LIFT THICKNESS</b> |   |   |
|--|---|---|
| <b>Total Asphalt Thickness<br/>(Inches)</b>        | <b>1/2" Mix Lift Thickness<br/>(Inches)</b> | <b>3/4" Mix Lift Thickness<br/>(Inches)</b> |
| <u>Arterial</u>                                    |   |   |
| 1.5  | 1.5   |   |
| 2.0  | 2.0   |   |
| 3.0  | 3.0   |   |
| 4.0  | 1.5   | 2.5   |
| 5.0  | 2.0   | 3.0   |
| 6.0  | 2.0   | 4.0   |
| <u>Residential</u>                                 |   |   |
| 1.5  | 1.5   |   |
| 2.0  | 2.0   |   |
| 2.5  |   | 2.5   |
| 3.0  |   | 3.0   |
| 4.0  |   | 4.0   |
| 5.0  | 2.0   | 3.0   |
| 6.0  | 2.0   | 4.0   |



Add the following specification:

### **ASPHALT CONCRETE – ULTRA THIN BONDED WEARING COURSE**

#### **DESCRIPTION:**

The work under this section is for the design, testing methods, and quality control procedures for the application of an "**Ultra Thin bonded wearing course.**"

This specification covers the requirements for the placement of an Ultra Thin Bonded Wearing Course and shall consist of application of a warm Polymer Modified Emulsion Membrane followed immediately with an ultra-thin overlay of hot asphalt concrete. The Polymer Modified Emulsion Membrane shall be spray applied immediately prior to the application of the hot asphalt concrete overlay so as to produce a homogeneous wearing surface that can be opened to traffic immediately upon sufficient cooling.

#### **APPLICABLE SPECIFICATIONS:**

The following agencies specifications and test methods are applicable to the construction of microsurfaces and may be used as appropriate.

|        |  |
|--------|--|
| AASHTO | American Association of State Highway and Transportation Officials |
| ASTM   | American Society for Testing and Materials                         |
| ISSA   | International Slurry Seal Association                              |
| ADOT   | Arizona Department of Transportation                               |

#### **SUPPLY OF MATERIALS:**

The Contractor shall supply all materials necessary for the performance of the work in accordance with these specifications.

The Contractor shall be responsible for the safety and insurance of all materials of which he has taken delivery, until the work is completed and accepted by the Town, and shall take all necessary precautions to avoid loss by fire or theft or damage by water and shall bear the cost of replacing any such material that is lost, split, destroyed or damaged after delivery of material.

#### **MATERIALS:**

Materials shall be approved by the Street Superintendent prior to the start of construction. Certificates of Compliance will accompany each delivery of emulsion.

#### **Course Aggregate:**

The coarse aggregates selected should be those typically used for high performance surfaces. Coarse aggregate should meet the skid resistance criteria as set forth by the specifying agency or have a history of successful use in surface mixes. Coarse aggregates, material retained above the #4 sieve, shall be from approved sources and shall meet the requirements listed in Table 1.

Coarse aggregates, such as crushed gravel, limestone, dolomite, sandstone, granite, chert, taprock, ore tailings, slag, or other similar materials, or blends of two or more of the above may be acceptable. When coarse aggregates for these mixes are from more than one source or of more than one type of material, they shall be proportioned and blended to provide a uniform mixture if approved by the Street Department representative.

| Table 1 - Coarse Aggregate – Properties*          |   |                 |
|---|---|-----------------|
| Tests   | Method  | Limit           |
| Los Angeles abrasion value <sup>1</sup> , % loss  | AASHTO T 96-94                                | 35 max          |
| Soundness <sup>1</sup> ,<br>% loss                | Magnesium Sulfate <u>or</u><br>Sodium Sulfate | 18max<br>12 max |
| Flat & Elongated Ratio, % @ 3:1                   | ASTM D 4791                                   | 25 max          |
| % Crushed, single face                            | ASTM D 5821                                   | 95 min          |
| % Crushed, Two or more Mechanically crushed faces | ASTM D 5821                                   | 85 min          |
| Micro-Deval, % loss                               | AASHTO TP58-99                                | 18 max          |

\*All testing must be performed by an AMRL inspected laboratory or be an agency certified laboratory.

<sup>1</sup>**Note:** Values shown for these tests are targets for aggregate selection purposes. The results of these tests should not be the sole basis for rejection.

**Fine Aggregate:**

The fine aggregates will be part of the asphalt mastic. The fine aggregate, passing the #4 sieve, shall be from approved sources and shall meet the requirements of Table 2. Crushed gravel shall not be allowed for use as a fine aggregate.

| Table 2 - Fine Aggregate – Properties*                 |                 |        |
|--|-----------------|--------|
| Tests  | Method          | Limit  |
| Sand Equivalent <sup>2</sup>                           | AASHTO T 176-86 | 45 min |
| Methylene Blue <sup>1</sup> (on materials passing 200) | AASHTO TP 57-99 | 10 max |
| Uncompacted Void Content                               | AASHTO T 304-96 | 40 min |

\*All testing must be performed by an AMRL inspected laboratory or be an agency certified laboratory.

<sup>2</sup>**Note:** Values shown for these tests are targets for aggregate selection purposes. The results of these tests should not be the sole basis for rejection. If the finished bituminous mixture passes the AASHTO T-283 requirement in the Mix Design section, the sand equivalent and methylene blue requirements may be waived.

**Mineral Filler:**

Mineral filler may be used as an option to aid in meeting the gradation requirements. Hydrated Lime, certain classes of fly ash, bag house fines and Type 1 Portland cement are acceptable as mineral filler. Mineral fillers shall meet the requirements in Table 3.

| Table 3 – Mineral Filler Requirement* |
|---------------------------------------|
| Typical acceptable gradation:         |
| 100% passing #30 sieve                |
| 75-100% passing #200 sieve            |

\*All testing must be performed by an AMRL inspected laboratory or be an agency certified laboratory.

**Asphalt Binder:**

The asphalt binder shall meet the following requirements:

Bituminous Material shall be SHRP Graded PG 76-22 TR+ conforming to the requirements of MAG Section 335 and 717 of the Standard Specifications, except for the following:

The SHRP Graded PG 76-22 TR+ shall conform to the following:

| <b>BINDER COMPOSITION</b>   |                   |
|---|-------------------|
| Ground Rubber   | 10% +/- 1%        |
| Asphalt Cement  | 90% +/- 3%        |
| Polymer   | 2% Minimum        |
| <b>PROPERTIES</b>   |                   |
| Ground Tire Rubber  | 9% Minimum        |
| COC Flash Point, F (ASTM D92)   | 450 Minimum       |
| Softening Point, F (ASTM D36)   | 140 Minimum       |
| Elastic Recovery @ 10C (ASTM D6084)                                       | 55% Minimum       |
| Specific Gravity @ 60F  | Report            |
| Weight per Gallon @ 60F   | Report            |
| Dynamic shear of Original Binder:<br>G* / sin δ @ 76°C @ 10 rad/sec, kPa  | 1.00 kPa Minimum  |
| Dynamic shear of RFTO Binder:<br>G* / sin δ @ 76°C @ 10 rad/sec, kPa      | 2.20 kPa Minimum  |
| Dynamic shear of PAV Aging Binder:<br>G* x sin δ @ 31°C @ 10 rad/sec, kPa | 5,000 kPa Maximum |
| Creep stiffness, S, @ -12C @ 60 sec                                       | 300 mPa Maximum   |
| Creep rate, m-value, @ -12°C @ 60 sec                                     | 0.300 Minimum     |

**Polymer Modified Emulsion Membrane:**

The emulsion shall be polymer modified and shall be in accordance with Table 5:

| <b>Table 5 – Polymer Modified Emulsion Membrane Requirements</b>  |   |             |      |      |
|---|---|-------------|------|------|
| Tests on Emulsion   |   | Method      | Min. | Max. |
| Viscosity, Saybolt Furol @ 77°F, s  |   | AASHTO T59  | 20   | 100  |
| Storage Stability Test <sup>3</sup> , 24 h, %   |   | AASHTO T59  |      | 1    |
| Sieve Test <sup>4</sup>   |   | AASHTO T59  |      | 0.05 |
| Residue by Distillation <sup>5</sup> , %  |   | AASHTO T59  | 63   |      |
| Oil Distillate by Distillation, %   |   | AASHTO T59  |      | 2    |
| Demulsibility, %  | 35 ml, 0.02 N CaCl <sub>2</sub> <u>or</u> | AASHTO T59  | 20   |      |
|   | 35ml, 0.8% dioctyl sodium sulfosuccinate  | AASHTO T59  |      |      |
| Tests on Residue From Distillation  |   |             |      |      |
| Penetration   |   | AASHTO T49  | 60   | 150  |
| Solubility in Organic Solvent <sup>6</sup> , %  |   | AASHTO T44  | 97.5 |      |
| Elastic Recovery, %   |   | AASHTO T301 | 60   |      |
| <p><sup>3</sup><b>Note:</b> After standing undisturbed for 24 hours, the surface shall show no white, milky colored substance, but shall be a smooth homogeneous color throughout.</p> <p><sup>4</sup><b>Note:</b> The sieve test is waived if successful application of the material has been achieved in the field.</p> <p><sup>5</sup><b>Note:</b> AASHTO T59 with modifications to include a 400°F ± 10°F maximum temperature to be held for a period of 15 minutes.</p> <p><sup>6</sup><b>Note:</b> The organic solvent shall be approved by the Street Dept. representative as suitable. The test may be waived by the Street Dept. representative.</p> |   |             |      |      |

**MIX DESIGN:**

The contractor shall formulate and submit a job mix formula (JMF) that satisfies the design general limits listed in Table 6 - Mixture Requirements. The job mix formula with the tolerances listed in Table 7 may exceed the Design General Limits. Mix design and proportioning will be approved by the Street Dept. representative prior to the start of the project.

| <b>Table 6 - Mixture Requirements*</b>   |                                    |                                    |                                    |
|--|------------------------------------|------------------------------------|------------------------------------|
| Composition by weight percentages  |                                    |                                    |                                    |
| <b>Sieves</b>  | <b>#4 - Type A</b>                 | <b>3/8 in - Type B</b>             | <b>1/2 in - Type C</b>             |
| <b>ASTM</b>  | Design General Limits<br>% Passing | Design General Limits<br>% Passing | Design General Limits<br>% Passing |
| 3/4 in <sup>7</sup>  |                                    |                                    | 100                                |
| 1/2 in   |                                    | 100                                | 85 - 100                           |
| 3/8 in   | 100                                | 85 - 100                           | 60 - 80                            |
| #4   | 40 - 55                            | 25 - 38                            | 25 - 38                            |
| #8   | 22 - 32                            | 22 - 32                            | 22 - 32                            |
| #16  | 15 - 25                            | 15 - 23                            | 15 - 23                            |
| #30  | 10 - 18                            | 10 - 18                            | 10 - 18                            |
| #50  | 8 - 13                             | 8 - 13                             | 8 - 13                             |
| #100   | 6 - 10                             | 6 - 10                             | 6 - 10                             |
| #200   | 4 - 7                              | 4 - 7                              | 4 - 7                              |
| Asphalt<br>Content, %  | 5.0 - 5.8                          | 4.8 - 5.6                          | 4.6 - 5.6                          |
| All testing must be performed by an AMRL inspected laboratory or be an agency certified laboratory.  |                                    |                                    |                                    |
| <sup>7</sup> <b>Note:</b> A target of 100% passing the 5/8" sieve is recommended. Mixtures containing 5/8" aggregate size will require greater paving thickness. |                                    |                                    |                                    |

The limits of the target application rate of the asphalt emulsion shall be 0.20 ± 0.07 gal./sq. yd. The mix design shall determine the target application rate.

Drain down from the loose mixture shall not exceed 0.10% when tested in accordance with AASHTO T305.

The tensile strength shall meet or exceed 80% when tested in accordance with AASHTO T-283. Specimens for AASHTO T-283 shall be 4 in diameter and compacted in accordance with AASHTO TP-4 to 100 gyrations. The mixing and compaction temperatures shall be those recommended by the PG binder supplier.

The mixture shall not contain reclaimed materials.

## **CONSTRUCTION:**

### **Weather:**

The Ultra-Thin Bonded Wearing Course shall not be placed on a wet pavement. The pavement surface temperature and the ambient air temperature shall be not less than 50°F at the time of placement.

### **Equipment:**

The paver shall be self-priming, designed and built for applying the Ultra-Thin Bonded Wearing Course and be approved by the Street Department representative. The paver shall have a receiving hopper, dual feed augers, and asphalt emulsion storage tank, a system for measuring the Polymer Modified Asphalt Emulsion Membrane volume applied, spray bar and a heated, variable width, combination vibratory-tamping bar screed. The paver shall be capable of spraying the Polymer Modified Asphalt Emulsion Membrane, applying the hot mix asphalt overlay and leveling the surface of the mat in one pass. The paver shall be capable of placing the hot mix asphalt within three (3) feet after the application of the Polymer Modified Asphalt Emulsion Membrane. The paver shall be capable of paving at a controlled speed from 30 - 90 feet/minute. No wheel or other part of the paving machine shall come in contact with the Polymer Modified Emulsion Membrane before the hot mix asphalt concrete wearing course is applied. The screed shall have the ability to crown the pavement at the center and have vertically adjusted extensions to accommodate the desired pavement profile.

### **Surface Preparation:**

Immediately prior to applying the polymer modified asphalt, the surface shall be cleaned by sweeping, flushing, or other means necessary to remove all loose particles of paving, all dirt, all raised pavement markers and all other extraneous material, this also includes the removal of grass or weeds growing in joints between the street and the concrete gutter. Pavements impregnated with grease, oil, or fuel shall be thoroughly cleaned. The surfaces shall be cleaned with a self-propelled pick-up broom. When necessary, cleaning shall be supplemented by hand brooms. The bituminous material shall not be applied until an inspection of the surface has been made by the Street Dept. representative and he has determined that it is suitable.

## **NOTIFICATION:**

### **Notice:**

The Contractor shall notify the property owners, tenants, post office, mass transit authorities, and any other parties which may be affected, in writing and distribute the notice at least forty-eight (48) hours prior to, and no earlier than seventy-two (72) hours prior to doing any work on or in front of any driveway or for any street restrictions that will affect access to their property. The Contractor shall provide copies to the Town of Gilbert Inspector for notification of Town of Gilbert departments, such as Sanitation, Police and Fire Departments. The notification shall be for the purpose of allowing the referenced parties to remove any vehicles, reschedule routes, etc., as required, prior to construction and should specify the length of time the driveway and/or street will be out of service. The notification shall include that parking will not be permitted during the affected times. Alternate access shall be provided as directed by the Town of Gilbert Inspector at no additional cost to the Town.

**Re-notification:**

If there are any delays in the construction, property owners and other affected entities shall be notified of the delays and then re-notified of the new schedule. Re-notification shall also be done in writing and at least forty-eight (48) hours prior to, and no earlier than seventy-two (72) hours prior to doing any construction work in the notification area. All costs incurred for notification shall be provided at no additional cost to the Town.

**Complaints:**

The Contractor shall respond to all Customer/Citizen calls or complaints resulting directly or indirectly from this project within two (2) hours of receipt, and shall resolve any issue within forty-eight (48) hours. This shall be done at no additional cost to the Town.

**Tracking:**

The Contractor shall resolve all complaints regarding sealant tracking on driveways and vehicles. Contractor is responsible for cleaning all driveways and vehicles to the satisfaction of the resident and the Town Inspector. This will be done at no additional cost to the Town of Gilbert.

**PROTECTION of EXISTING SERVICES:**

The Contractor shall take all necessary precautions to prevent wearing course or other materials used on the work from entering or adhering to gratings, hydrants or valve boxes, manhole covers, bridge or culvert decks, and other fixtures. Immediately after surfacing the contractor shall clean off, protect and leave any such material, including grating and manholes, in a satisfactory condition. Any damages that may occur to the structures above will be repaired or replaced at contractor's expense, with no additional cost to the Town of Gilbert.

**JOINTS:**

No excessive buildup or unsightly appearance shall be permitted on longitudinal or transverse joints. A maximum of 4.0" overlap will be permitted on longitudinal joints. The contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the work. Half passes and odd width passes will be used only in minimum amounts. If half passes are used, they cannot be the last pass of any paved area. Care shall be taken to ensure straight lines along curb and shoulders. No runoff on these areas will be permitted.

**HAND WORK:**

Approved hand lutes shall be used to spread the mixture in areas inaccessible to the spreader box and other areas where hand spreading may be required.

**TRAFFIC CONTROL:**

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

Traffic control permit applications and traffic control plans shall be submitted to Community Development for approval (480) 503-6700. **Construction shall not commence without an approved Traffic Control Plan.**

During construction it may be necessary to alter traffic control. Alterations shall be in accordance with the aforementioned specifications and approved by Traffic Engineering Division. Contact person is Sergio Figueroa (480-503-6170) or Tad Fagerholm (480-503-6940). If cones are to be used for traffic delineation, they shall be twenty-eight inch (28") cones with heavy bases.

The Contractor shall be responsible for centerline barricades until centerline stripes are placed.

The Contractor will place advanced warning signs at major intersections on streets to be sealed for both directions of travel in accordance with Subsection 107.15.1 of these Special Conditions. Signs will be placed at least seven (7) days prior to sealing of the signed sections.

**UNIFORMED POLICE OFFICERS:**

See Section 401 of these Special Conditions.

**EQUIPMENT REPLACEMENT:**

Any equipment or piece of equipment that fails to produce the desired surface shall be repaired and/or replaced by the contractor at no cost to the Town. The Street Department representative shall determine if the equipment and/or finished product are in compliance.

**PROTECTION of COVERS:**

All utility appurtenances and survey monuments, i.e. manholes, valves, etc. shall be covered prior to applying wearing course. A squeegee method will not be permitted. The contractor shall submit the method to be used to the Street Department representative for approval prior to work commencement. All utility appurtenances and survey monuments shall be marked outside the wearing course portion of the pavement with the offset and location prior to paving.

**DAILY SCHEDULE:**

The Contractor may be required to provide three (3) copies of its schedule every Thursday for the following week's work. The schedule shall include, but not be limited to the following: A map indicating the streets to be resurfaced each day including limits, the sequence of streets for each day's work, and which side of the street to be resurfaced for each day's work.

**SPECIAL PROVISIONS:**

**Site Clean-up:**

Work site cleaning will be required daily to remove any debris caused by the asphalt milling / overlay operation or related activities. Any area of asphalt milling / overlay started must be completed in the same week. No area of milled surface will be allowed to remain exposed during a weekend period. All cleanup will be included within the overlay unit price bid items.

**STOP WORK:**

The Town of Gilbert reserves the right to stop work on this work at any time if in their opinion,

- A. Weather conditions become adverse for doing requested work.
- B. Work quality is not acceptable.
- C. Other conflicts in Contractor equipment or personnel cause delays in getting work completed.
- D. Work schedule / location conflicts with other Town of Gilbert activities.



**MILLING OPERATION:**

The Contractor will be required to mill areas determined in the field by the Engineer and the Contractor in accordance with MAG Section 317. Milling will be completed in accordance with other contract bid items listed in the JOC Price Book.

**ROLLING:**

Rolling of the wearing course shall consist of two (2) passes with a steel double drum asphalt roller with a minimum weight of 5 tons. Rolling shall immediately follow the placement of the Ultra-Thin Bonded Wearing Course. Adequate rollers shall be supplied so that the initial knock down is accomplished promptly following the placement of the material. A release agent (added to the water) may be required to prevent adhesion of the fresh mix to the roller drum. Excessive rolling of the mat, to the extent of aggregate breakage, shall not be allowed.

**VALVES AND MANHOLE ADJUSTMENTS:**

The Contractor will be required to adjust water valves, manholes, and survey markers. These items will be adjusted in accordance with other contract bid items listed in the JOC Price Book. The Contractor shall take into consideration some concrete collars are larger in diameter than what is called for in MAG details and specifications. The Town requires that all existing concrete be removed prior to the placement of new concrete. There will be no additional cost to the Town for oversized concrete collars.

**MAG SECTION 401      TRAFFIC CONTROL**

**401.1 DESCRIPTION:** is modified to add:

Traffic control shall be in accordance with *The Manual on Uniform Traffic Control Devices (2009 or Latest Edition) & Supplement Part 6*.

The Contractor shall designate an employee other than the superintendent to be the Traffic Control Supervisor (TCS) responsible for implementing and maintaining the approved Traffic Control Plans (TCP). This employee will have access to all emergency numbers, barricade company contacts and coordination with the Engineer. This individual will also hold current certification as a Traffic Control Supervisor issued by American Traffic Safety Services Association (ATSSA) or equivalent. The TCS shall maintain a daily log of work zone conditions by date and time. Such log shall be stored on-site and be available to Town of Gilbert representatives. Items which should appear in the daily log include: if the site had been checked before or after each work day, if any maintenance of devices or temporary alterations were conducted, by whom, any evidence of accidents or device damages.

The maximum posted speed through a restricted construction zone shall be 25 mph or as directed by the Town Traffic Engineer.

The Contractor shall provide and maintain all necessary traffic controls, to protect and guide traffic for all work in construction areas.

The Contractor shall maintain all existing traffic signs erect, clean and in full view of the intended traffic at all times throughout the project. If any signs interfere with construction, the Contractor shall notify the Engineer so that appropriate permission can be given to the Contractor to remove said

signs. Signs will be stored in a safe environment so that the integrity of the sign can be maintained until the sign can be reset. The Contractor shall be responsible for having all temporary traffic control signs installed and maintained during construction.

Existing driveways and access to residences, alleys, parking lots, utility facilities and private property shall be maintained at all times. Short-term closures may be permitted subject to notification to the owner seven calendar days in advance of the proposed closure and the approval of the Town of Gilbert's Traffic Engineer. At the direction of the Engineer, flaggers will be required when the Contractor is working at or restricting any of the driveways for private property access. Signing that may be required, as directed by the Town of Gilbert's Traffic Engineer, for business access shall be in conformance with the applicable standard for the Town.

The Town Traffic Engineer may require that additional off-duty police officers be placed at surrounding signalized or non-signalized intersections to assist with traffic during construction outside of those required in the Traffic Control Plan. The Contractor must provide evidence of workmen's compensation coverage before any officer will be permitted to work.

All traffic flaggers used on the project must be ATSSA (American Traffic Safety Services Association) certified or approved equivalent, or an off-duty Town of Gilbert police officer when approved as called out below.

The Contractor shall prepare traffic control plans (TCP) for the project and submit them along with the Traffic Engineering Permit Application for review and approval at least seven (7) working days before the pre-construction conference to the Town Development Services Department. The Town can take up to 20 days to review the plan then an additional 10 days to notify the traveling public of the road restrictions associated with the TCP. The TCP shall include all items necessary to safely control traffic in and around the work area, and address how local access to adjacent properties will be handled in accordance with the specifications herein. Any changes to the traffic control plan during construction shall be submitted to the Town for approval at least seventy-two (72) hours before implementation.

The Contractor is responsible for maintaining accurate dates on all traffic control signs placed on the project.

#### **MAINTAINING TRAFFIC:**

At a minimum, the Contractor is required to maintain one paved lane of traffic in each direction of travel at all times and left turns at existing intersections where they exist. Short-term and long-term lane restrictions must be coordinated with the Town and are subject to approval of the Town. Weekends are defined as Saturday morning at 2 a.m. until Monday morning at 2 a.m. Weekday off-peak periods are defined as times outside of 6 a.m. to 9 a.m. and outside of 3 p.m. until 7 p.m. If the Town approves short-term lane restrictions, the Contractor shall be required to maintain at least one lane open in each direction at all times.

#### **NOTIFICATIONS:**

The Contractor shall inform all agencies and residents affected by the project work of the construction schedule, traffic restrictions and detours. The notification shall include but not be limited to the following: emergency services, Gilbert Sanitation, all affected School Districts, Postal Service,

businesses and other agencies as required. All coordination shall be completed and documented in writing to the Town Traffic Engineer. Copies will be provided to the Engineer.

**CONSTRUCTION TRAFFIC CONTROL REQUIREMENTS:**

Contractor shall be required to obtain permits from the Town of Gilbert for any detours, closures and flagging operations.

**401.6 MEASUREMENT:** is hereby revised to read:

No measurement or payment will be made for traffic control costs associated with collector and residential street projects, costs shall be considered included in the price of other contract bid items listed in the JOC Price Book. Measurement and payment for traffic control costs associated with arterial street projects will be made at the contract lump sum price for the item listed in the JOC Price Book, which price will be negotiated on a project by project basis.

If required, the Contractor shall coordinate and schedule off-duty police officers with the Town of Gilbert as a part of the Contractor's traffic control work. **The Town will pay for the officers with no costs to the Contractor for this item.** The Contractor will be required to present an overall estimate of the hours required for off-duty police officers with the submission of his master schedule for the project. Officers charge a minimum of three hours to the project if scheduled. The Town will not pay reimbursements on any foreseen scheduling problems that could have been avoided by contractor; unforeseen problems will be considered. In the event that the Contractor fails to prosecute the work in a timely and orderly fashion, the Town shall notify the Contractor and reserves the right to negotiate a corresponding deductive change order with the Contractor based upon the cost of \$61/hour/officer that the Town will incur for the off duty officers. Scheduling will be done by Contractor and daily time sheets turned over to the Street Department representative. The payment for police officers will be straight reimbursement; contractor is not permitted to add mark up for off-duty officers. Contractor **shall schedule officers (48) hours in advance** using the on-line forms located on the Town's website, <https://general.gilbertaz.gov/eForms/police/frmoffDuty.cfm>.

## PRICE BOOK ITEMS

### ROADWAY ITEMS:

#### ITEMS 1 to 24: Remove and Replace Various Concrete Street Improvements

#### ITEMS 25 to 35 and ITEMS 84 to 95: Remove Various Concrete Street Improvements

#### ITEMS 144 to 154 and ITEMS 198 to 210: Furnish and Install Various Concrete Street Improvements

The work under these items shall include furnishing and installing concrete items in accordance with MAG Section 340, the Town supplements to MAG Standard Specifications, MAG Standard Details, Town Standard Details and these Special Conditions.

The work to remove existing concrete improvements shall be completed in accordance with MAG Section 350 and these Special Conditions. The removal of tree roots six (6) inches or less in diameter shall be considered incidental and included as a part of the associated contract bid item. Tree roots shall be removed six (6) inches past the edge of the new concrete item being constructed. Any damage to landscaping and sprinkler systems shall be repaired or replaced by the Contractor at no additional cost to the Town. Prior to removing tree roots greater than six (6) inches in diameter, Contractor and Engineer shall agree on the limits of removal and negotiate a price for removals.

All concrete shall be Class A per MAG Section 725.

Existing Town of Gilbert concrete sidewalks, curbing, gutters and similar improvements may vary in thickness and exceed the MAG Specifications for thickness in some areas. The Contractor's Bid Item shall take into account varying conditions. This means the Contractor will not be paid any additional funds for the removal and disposal of materials that exceed MAG thickness standards. The Contractor will not be paid any additional funds for the costs of installing additional backfill, ABC or pouring additional concrete in order to achieve MAG standard thicknesses. All removals and replacements shall conform to MAG Specifications.

Contractor shall make all saw cuts at existing concrete expansion or tooled joints unless otherwise approved by the Engineer. Contractor shall saw cut along the lip of gutter where existing pavement is to remain in-place. When removing concrete, the Contractor shall make every effort to minimize damage to adjacent asphalt pavement, if any. If pieces of the existing pavement break off as part of the removal process, the Contractor shall repair the areas with cold-mix asphalt concrete as directed by the Engineer at no additional cost to the Town. If adjustments are required to the existing landscaping and irrigation systems, work shall be considered incidental to the concrete work unless pre-approved by the Engineer.

All new corner curb ramps and detectable warning surface panels shall be constructed in accordance with the current Public Right-of-Way Accessibility Guidelines (PROWAG). Detectable warning surface panels shall be furnished and installed with all new ramps in accordance with Town of Gilbert Standard Detail GIL-261. The warning plate shall have a length equal to the depressed ramp width but not less than 5' and have a depth of 2'. Plates do not need to be cut to conform to either the back

of curb radius or radial to the edge of wings. New concrete surfaces shall be flush with existing adjacent concrete surfaces. Contractor shall provide a sample of the detectable warning surface panel to the Engineer for approval prior to installation.

When existing corner ramps need to be retrofitted to accommodate new detectable warning surface panels, work shall be completed in accordance with Town of Gilbert Standard Detail GIL-261. Existing corner ramps shall be saw cut or concrete panels removed to furnish and install the new detectable warning surface panels. If existing ramp will be non ADA compliant with the new detectable warning surface panels, the Contractor shall notify Engineer before removing any concrete. The Town may elect to remove and replace the corner ramp and sidewalk in accordance with other contract bid items. New concrete surfaces shall be flush with existing adjacent concrete surfaces.

The removal of concrete from tops of scuppers and/or catch basins shall be in a manner that protects the existing reinforcement in-place. Reinforcement bars shall not be cut. To avoid damage, concrete may need to be removed by chipping away manually. Existing reinforcement that is damaged or removed shall be replaced by splicing to existing reinforcement by exposing additional reinforcement or drilling and epoxying new reinforcement as directed by the Engineer.

New concrete bus pads shall be furnished and installed in accordance with the City of Phoenix Standard Details P1260, P1261 and P1262 with the exception that fibermesh shall be used instead of welded wire mesh.

Measurement and payment for furnishing and installing concrete items will be made at the contract unit price for each item listed in the JOC Price Book, which price shall be full compensation for the item complete as herein described and specified, including all excavation, backfill, grading, removal and disposal of material and other incidental work.

Measurement and payment for furnishing and installing detectable warning surface panels (for retrofit locations only) will be made at the contract unit price per square foot, which includes all equipment, labor and material, complete in-place, including saw cutting, removal and disposal of material, required grading, concrete, detectable warning surface and other incidental work.

## **ASPHALT ITEMS:**

### **ITEMS 36 to 83 and ITEMS 96 to 143: Remove Various Asphalt Pavement Depths**

### **ITEMS 155 to 181 and ITEMS 211 to 238: Furnish and Install Various Asphalt Pavement Depths**

The removal of existing asphalt pavement shall be completed in accordance with MAG Section 350. Where only a partial thickness of the existing asphalt pavement is to be removed, this shall be accomplished by asphalt milling in accordance with MAG Section 317.

The Town of Gilbert is a member of the East Valley Asphalt Committee (EVAC). The Town uses the EVAC Hot Asphalt Mix Criteria provided in these Special Conditions and the Contractor shall use the most recent approved asphalt mixes that are available at the start of a project.

The work under these items shall also include furnishing and installing an "**ultra thin bonded wearing course**" in accordance with these Special Conditions.

The work under these items shall also include furnishing and installing an EVAC approved polymer-modified terminal blend rubberized mix designs (PMTR+ mixes), as specified in these Special Conditions. Use of the PMTR+ mix designs will be determined by the Town. Street widening and trench patches shall match the existing arterial asphalt surface type.

Measurement and payment for removing existing asphalt pavement and furnishing and installing new asphalt pavement items will be made at the contract unit price per square yard for each item listed in the JOC Price Book, which price shall be full compensation for the item complete as herein described and specified, including the disposal of all material. Where existing asphalt is completely removed, the existing aggregate base course shall be leveled and compacted to satisfy requirements of Section 310 prior to placing asphalt. The leveling and compaction of the aggregate base course shall be considered incidental and included in the cost of other contract bid items listed in the JOC Price Book. Where the furnishing and placement of tack coat is required per MAG Section 321, it shall be considered incidental and included in the cost of other contract items listed in the JOC Price Book.

#### **ITEMS 182 to 197 and ITEMS 239 to 254: Furnish and Install Various Depths of Aggregate Base Course**

The work under these items shall include furnishing and installing aggregate base course in accordance with MAG Section 310, Town's supplements to MAG Standard Specifications and these Special Conditions.

Measurement and payment for furnishing and installing aggregate base course items will be made at the contract unit price per square yard for each item listed in the JOC Price Book, which price shall be full compensation for the item complete as herein described and specified. When Engineer approves scarifying and compacting existing subgrade prior to placing aggregate base course, work shall be completed in accordance with MAG Section 301 and will be measured and paid for separately under other contract bid items listed in the JOC Price Book.

#### **ITEMS 255 and 256: Furnish and Install Type II Slurry Seal**

The work under these items shall include furnishing and installing an asphalt emulsion slurry seal coat in accordance with MAG Section 332. The composition of the slurry materials are specified in MAG Section 715 except that the minimum weight of dry aggregate shall be 16 pounds per square yard.

Measurement and payment for furnishing and installing a Type II Slurry Seal will be made at the contract unit price per square yard for each item listed in the JOC Price Book, which price shall be full compensation for the item complete as herein described and specified. Removal of raised pavement markers and covering existing manholes and valves will not be measured for separate payment, but shall be considered incidental to the cost of the slurry seal. Furnishing and installing new raised pavement markers will be measured for separate payment for each marker installed under other contract bid items listed in the JOC Price Book.

**ITEM 257: Furnish and Install Type II Micro Seal**  
**ITEM 258: Furnish and Install Type III Micro Seal**

The work under this item shall include furnishing and installing Type II or Type III Micro Seal in accordance with MAG Section 331. The composition of the micro seal material is specified in MAG Section 714 except that the minimum weight of dry aggregate shall be 30-35 pounds per square yard.

Measurement and payment for furnishing and installing Type II or Type III Micro Seal will be made at the contract unit price per square yard for each item listed in the JOC Price Book, which price shall be full compensation for the item complete as herein described and specified. Removal of raised pavement markers and covering existing manholes and valves will not be measured for separate payment, but shall be considered incidental to the cost of the micro seal. Furnishing and installing new raised pavement markers will be measured for separate payment for each marker installed under other contract bid items listed in the JOC Price Book.

**ITEMS 259 and 260: Furnish and Install Liquid Road RTU Surface Treatment**

**ITEM 261: Furnish and Install Polymer Modified MasterSeal RTU Asphalt Emulsion Sealcoat**

**ITEM 262: Furnish and Install GuardTop Ultra RTU Sealcoat**

The work under these items shall include furnishing and installing preservative seals for asphalt concrete pavements in accordance MAG Section 334. The composition of the preservative seal materials shall be as specified in MAG Section 718. Preservative seals shall be furnished and installed in accordance with each manufacturer's specifications and recommendations. Two coats are required for these products. The Town has accepted the following products:

- Liquid Road Ready to Use Surface Treatment, manufactured by MasterSeal
- Polymer Modified MasterSeal Ready to Use (PMMRTU)
- GuardTop Ultra Ready to Use High Performance Asphalt Based Sealcoat

Measurement and payment for furnishing and installing preservative seals will be made at the contract unit price per square yard for each item listed in the JOC Price Book, which price shall be full compensation for the item complete as herein described and specified.

**ITEMS 263 to 266: Furnish and Install Asphalt Chip Seals**

The work under these items shall include furnishing and installing chip seals on asphaltic concrete pavements in accordance MAG Section 330.

Measurement and payment for furnishing and installing chip seals will be made at the contract unit price per square yard for each item listed in the JOC Price Book, which price shall be full compensation for the item complete as herein described and specified, including chips, asphalt cement, liquid asphalt, emulsion, diluted emulsion and rubber material.

**ITEMS 267 to 271: Furnish and Install Decorative Asphalt Stamping and Coating**

The work under these items shall include furnishing and installing decorative asphalt stamping and coating in accordance with MAG Section 322 and the Town's supplemental specifications to MAG Standard Specifications. Brick sizes and stamping patterns shall be in accordance with Town of Gilbert Standard Details GIL-250 and GIL-251.

Measurement and payment for furnishing and installing decorative asphalt stamping and coating shall be made at the contract unit price per square foot for each item listed in the JOC Price Book, which price shall be full compensation for the item complete as herein described and specified, including surface patterning and/or asphalt surfacing (painting),

**ITEM 272: Recoat Stamped Decorative Asphalt**

The work under this item shall include recoating stamped decorative asphalt in accordance with MAG Section 322 and the Town's supplemental specifications to MAG Standard Specifications.

Measurement and payment for recoating stamped decorative asphalt will be made at the contract unit price per square foot for each item listed in the JOC Price Book, which price shall be full compensation for the item complete as herein described and specified.

**ITEMS 273 to 276: Adjustment of Manholes and Valves to Finished Grade**

The work under these items shall include adjusting existing manholes and valves to finished grade in accordance with MAG Section 345 and the Town's supplemental specifications to MAG Standard Specifications. The Town requires concrete collars around manholes and valves per MAG Standard Details 270 and 422.

The Contractor shall use manual compaction methods to achieve the optimum moisture content and required relative compaction in the vicinity of adjusted manholes, valves and any other feature that is subject to vehicular traffic.

Measurement and payment for adjusting manholes and valves to finished grade shall be made at the contract unit price each for the items listed in the JOC Price Book, which price shall be full compensation for the item complete as herein described and specified, including the concrete collar and reinforcement as called out in the MAG standard details. Pre-lowering of manholes and valve frames and covers prior to paving operations will not be measured for separate payment, but shall be considered incidental to the cost of the final manhole and valve adjustment to finished grade.



### **ITEMS 277 to 279: Furnish and Install Survey Monument**

The work under these items shall include the furnishing and installing of survey monuments in accordance with MAG Section 405. The Contractor shall be responsible for maintaining all existing monumentation, including section line, right-of-way, and roadway monumentation. Monumentation that is disturbed during construction shall be re-established by the Contractor, and recorded at the appropriate county recorder's office.

Section corner, quarter corner and property corner monuments shall be re-established following the procedures in the Manual of Surveying Instructions 1973, published by the U.S. Department of the Interior, Bureau of Land Management, and all applicable statutes and requirements specified in the current Arizona State Board of Technical Registration's "Arizona Boundary Survey Minimum Standards."

Section line, right-of-way, and roadway monumentation re-established by the Contractor shall bear the registration number of the Land Surveyor who is responsible for monument location.

Monuments used to define section lines shall be stamped in accordance with Manual of Surveying Instructions 1973, published by the Department of Interior, Bureau of Land Management. Roadway monumentation shall be stamped in accordance with the requirements of the appropriate municipal jurisdiction.

Monuments that are re-established shall be recorded at the appropriate county recorder's office, and a copy of the Corner Recordation documentation shall be submitted to the Town's Representative within five working days of recordation.

Measurement and payment for furnishing and installing monuments that cannot be avoided to construct proposed improvements will be made at the contract unit price each for the items listed in the JOC Price Book, which price shall be full compensation for the item complete as herein described and specified. The work shall include all materials, equipment, tools, and labor necessary to facilitate resetting monuments and recording. Monuments that are accidentally damaged due to construction or are not approved by the Engineer, shall be removed, replaced, and recorded at no additional cost to the Town.

### **ITEM 280: Utility Pothole**

The work under this item includes conducting a utility pothole investigation in accordance with MAG Section 355, Subsection 336.2 of the Town's supplements to MAG Standard Specifications, MAG Standard Details and these Special Conditions.

Contractor will be required to obtain a permit from the Town which requires an approved traffic control plan. Pavement replacement shall be in accordance with Sections 321 and 710 of the MAG Standard Specifications, cold patch replacement will not be allowed.

Pothole repairs shall be completed in accordance with MAG Standard Detail 212, Type B, unless otherwise approved by the Engineer.

Measurement and payment for conducting a utility pothole will be made at the contract unit price each for the items listed in the JOC Price Book, which price includes all equipment, labor and material, complete in-place, including pavement removal, drilling, vacuuming, CLSM, backfill, new pavement, traffic control and other incidental work.

## **LANDSCAPE ITEMS:**

### **ITEM 281: Furnish and Install ½” Minus Screened Decomposed Granite** **ITEMS 282 to 285: Furnish and Install Trees and Shrubs**

The work under these items shall include furnishing and installing decomposed granite, trees and shrubs in accordance with MAG Sections 430 and 440, the Town supplements to MAG Standard Specifications and these Special Conditions.

The work shall include the protection of all existing plant material. The Contractor and the Engineer shall agree on the plant material that is required to be removed and replaced prior to starting any work. The Contractor shall replace in like kind and size any existing plant material that is removed; damaged or destroyed that was identified to be protected in-place prior to beginning work, at no cost to the Town.

Contractor shall furnish and install new screened decomposed granite as necessary to bring disturbed areas back to original condition that shall be a minimum of two (2) inches in depth. New decomposed granite shall match the color and gradation of the existing decomposed granite and shall be blended together when placing. Pre-emergent treatment shall be furnished and installed in accordance with the requirements in MAG Section 430. Contractor shall provide a decomposed granite sample in a 5-gallon bucket for approval prior to ordering material. The limits of new decomposed granite shall be approved by the Town prior to ordering the decomposed granite.

Repairing, replacing or extending existing irrigation systems shall be considered incidental to the cost of new trees and shrubs. All replacement or repair materials shall match the existing damaged materials. Irrigation materials and components shall be from the same manufacturer as originally installed. Emitters shall have the same volume output as original. PVC pipe may be from a different manufacturer but the grade shall be the same as originally installed. All mainline fittings shall be Schedule 80; all lateral fittings shall be Schedule 40.

The work shall also consist of reconstructing, repairing or extending the existing irrigation system to avoid conflicts with new improvements and to provide water to new trees and shrubs. The Contractor shall be required to repair and or replace all disturbed or damaged irrigation components, returning their operation to 100 percent within 24 hours following initial disturbance of any of the irrigation components. Existing irrigation that could be impacted includes the drip irrigation system for trees, shrubs and ground covers and turf irrigation spray systems.

The work shall also include furnishing and installing irrigation piping, drip emitters, sprinklers, wiring, and adjusting or relocating valve boxes, and required excavation and backfill within the disturbed areas. The existing irrigation components shall be protected and maintained in their current condition where feasible or repaired, replaced, extended and reconnected in areas including but not limited to, those areas that are disturbed during construction or as directed by the Engineer.

The Contractor shall be required to maintain water to all existing plant materials throughout the duration of construction using repairs, reconnections, replacements or rerouting of the system as approved by the Engineer. The Contractor shall ensure the existing irrigation systems within the area to be disturbed are operational and functional and shall test and receive approval from the Town's Representative prior to proceeding with any work.

Measurement and payment for furnishing and installing the landscape items be made at the contract unit price for each item listed in the JOC Price Book, which price shall be full compensation for the item complete as herein described and specified, including relocating or adjusting impacted irrigation components.

### **PAVEMENT MARKINGS AND SIGNING:**

**ITEMS 286 to 296: Furnish and Install Pavement Markings**

**ITEM 297: Furnish and Install Pavement Markers**

**ITEM 298: Furnish and Install Large Channel Markers (Dagmars)**

**ITEMS 299 and 300: Obliterate Existing Pavement Markings and Symbols**

**ITEMS 301 to 303: Furnish and Install Signs**

**ITEM 304: Remove and Salvage Existing Signs**

The work under these items shall include furnishing and installing pavement markings and pavement markers; stripe obliteration and obliteration of arrows and symbols; as well as furnishing and installing sign panels, posts, foundations; and removing and salvaging existing signs in accordance with Section 402 of the Town supplements to MAG Standard Specifications, Town Standard Details, Town's Public Works and Engineering Standards, ADOT Standard Specifications and Details and these Special Conditions.

Raised pavement markers shall be furnished and installed in accordance with Town of Gilbert Standard Details GIL-233 for lane configurations and GIL-325 for fire hydrant locations. Pavement markings, pavement markers, stripe obliteration and signage shall be in accordance with Section 5 of the Town's Public Works and Engineering Standards.

Modification of pavement markings, if needed, shall be completed per Town of Gilbert Standards and Details. Contractor shall coordinate proposed modifications and review with the Town Traffic Engineer or designee to obtain approval at least five business days prior to installation.

Contractor shall investigate existing utility locations and protect them in-place. If a utility conflict exists, Contractor shall notify the Engineer immediately to determine an alternate location to install signs.

All voids created as a result of the post and foundation removal shall be backfilled and compacted to a density of 95%. Existing signs and posts that are to be removed and salvaged shall be delivered to the Public Works Facility at 4760 South Greenfield Road, Gilbert, AZ 85297. Please contact Demetrius Fernandez at 480-503-6914 (Demetrius.Fernandez@gilbertaz.gov) 24 hours in advance to arrange for sign delivery. Sign foundations shall be removed and disposed of in accordance with MAG Section 350.

Sign posts and foundations shall be installed in accordance with Town of Gilbert Standard Detail GIL-227.

Stripe obliteration will be measured by the linear foot of striping removed, regardless of the stripe width and type. Removal of raised pavement markers shall be considered incidental to stripe obliteration or pavement removal. New pavement markings will be measured by the linear foot of stripe, regardless of the stripe width and type. Obliteration of pavement arrow or symbol will be measured by each symbol or arrow removed. Application of asphalt sealant over stripe obliterations will not be measured for separate payment but shall be considered incidental to other contract bid items listed in the JOC Price Book.

Payment for furnishing and installing pavement markings and pavement markers; obliterating stripe and pavement symbols; furnishing and installing sign panels, posts and foundations; removing and salvaging signs and posts; and removing and disposing of foundations will be made at the contract unit price for each item listed in the JOC Price Book, which price shall be full compensation for the item complete as herein described and specified, including all sign hardware, removal and disposal of existing material and sign foundations and backfilling voids.

## **SURVEY AND STAKING:**

### **ITEM 305: Survey and Staking**

The work under this item shall include survey and staking in accordance with MAG Section 105 and the TOG supplements to MAG Standard Specifications. Engineer shall approve all requests to conduct surveying and staking prior to any work being completed. Contractor shall provide Engineer with an estimate of the hours anticipated to complete each phase of work.

The Contractor is required to obtain marked locates for all utilities prior to start of construction via Arizona Blue Stake (AZ 811). If a utility is hit during construction activities, whether it is damaged or not, the Contractor shall immediately contact the Blue Stake Center and the utility company so the utility can be inspected.

All conduit runs are to be installed by boring under existing pavement. The Contractor shall be responsible for potholing all utility locations before boring.

The Contractor shall be required to field stake, after Blue Stake has been performed at the project site, locations and elevations of all new improvements to determine any potential conflicts with existing underground and overhead utilities. The Contractor shall then arrange for the Town's inspector to review and approve all locations prior to any excavation. The Town inspector may modify the locations of any equipment as required at no additional cost to the Town.

New curb ramps and associated sidewalk improvements shall be located by a survey crew. The Contractor shall provide documentation to the Town supporting such locating.

Measurement and payment for surveying and staking will be made at the contract unit price per hour for each item listed in the JOC Price Book, which price shall be full compensation for the item

complete as herein described and specified, including all equipment, labor and material to complete the work once surveyor and equipment are on site.

**STREET LIGHTING:**

All work in this street light section shall be in accordance with the most current Town of Gilbert Public Works and Engineering Standards, the most current Town of Gilbert supplements to MAG Standard Specifications and Details, MAG Uniform Standard Specifications and Details for Public Works Construction and these Special Conditions.

**ITEMS 306 to 311: Furnish and Install Street Light Pole:**

The work under these items shall include furnishing and installing a street light pole, mast arm, hardware and all wiring, complete, for the type found on arterial, collector, local and residential streets in accordance with the Town Standard Details, Section 370 of the Town supplements to MAG Standard Specifications and these Special Conditions.

Street light poles shall be furnished and installed in accordance with Town of Gilbert Standard Details GIL-900 Series.

Contractor shall furnish and install new wire that is required from the junction box to new pole, including any wire required within the pole. A new junction box shall be installed at each pole location unless there is an existing junction box that can be used. Junction box shall be furnished and installed by the Contractor. No splicing of utility company wires will be accepted. All splicing of wiring on utility company's side of the junction box shall be done by the utility company or approved Contractor.

Contractor shall furnish and install a pole number on all poles that are installed per the direction of the Engineer. Contractor shall provide Global Positioning System (GPS) coordinates for every installed street light pole and provide coordinates to the Engineer.

Measurement and payment for furnishing and installing new street light pole will be made at the contract unit price each for items listed in the JOC Price Book, which price includes all equipment, labor and material, complete in-place, including pole, mast arms, wiring, pole number, all required parts and hardware to assemble and erect pole and all other incidental work.

New concrete foundation with reinforcement, grounding wire and plates, anchor bolts and conduit; luminaires and junction box will be measured and paid for separately under other contract bid items listed in the JOC Price Book.

**ITEMS 312 to 317: Remove Existing Direct Buried Pole and Furnish and Install Direct Buried Street Light Pole:**

The work under these items shall include furnishing and installing a new street light pole, complete, for the type found on arterial, collector, local and residential streets in accordance with the Town Standard Details, Sections 350 and 370 of the Town supplements to MAG Standard Specifications and these Special Conditions.

Street light poles shall be furnished and installed in accordance with Town of Gilbert Standard Details GIL-900 Series.

The work under these items also includes the removal of existing pole, hardware, signs, banner brackets and other equipment attached to the pole. Existing signs and brackets shall be reinstalled on the new poles with new hardware. All voids created as a result of the pole removal shall be backfilled and compacted to a density of 95%. Contractor shall salvage all luminaries and dispose of all poles that are removed. Contractor shall deliver all salvaged luminaries to the Public Works Facility at 4760 South Greenfield Road, Gilbert, AZ 85297. Please contact Conrad Ramon at 480-503-6434 (Conrad.ramon@gilbertaz.gov) 24 hours in advance to arrange for luminaire delivery.

Contractor shall furnish and install new wire that is required from the junction box to new pole, including any wire required within the pole. A new junction box shall be installed at each pole location unless there is an existing junction box that can be used. Junction box shall be furnished and installed by the Contractor.

De-energizing poles for removal shall be completed by the Contractor in coordination with the Town and/or the appropriate utility agency.

Contractor shall investigate existing utility locations and protect them in-place. If a utility conflict exists, Contractor shall notify the Engineer and propose an alternate location that avoids existing utilities.

Once the existing street light is removed the Contractor shall install and have the new street light energized within four (4) calendar days.

Contractor shall furnish and install a pole number on all poles that are installed per the direction of the Engineer. Contractor shall provide Global Positioning System (GPS) coordinates for every installed street light pole and provide coordinates to the Engineer. If existing luminaire has a glare shield, then a new glare shield shall be furnished and installed in accordance with manufacturer's recommendations.

Measurement and payment for the removal of existing direct buried poles and furnishing and installing new direct buried street light pole will be made at the contract unit price each for items listed in the JOC Price Book, which price includes all equipment, labor and material, complete in-place, including pole, mast arms, glare shields, wiring, pole number, all required hardware and parts to assemble and erect pole, removing and disposing of existing pole, removing, salvaging and delivering luminaries to the Town, backfilling and compacting voids and all other incidental work.

New concrete foundation with reinforcement, grounding wire and plates, anchor bolts and conduit; luminaires and junction box will be measured and paid for separately under other contract bid items listed in the JOC Price Book.

**ITEMS 318 and 319: Furnish and Install Luminaires and Hardware:**

The work under these items shall include furnishing and installing new luminaires on new or relocated street light poles in accordance with the Town Standard Details, Section 370 of the Town supplements to MAG Standard Specifications and these Special Conditions.

Luminaires shall be furnished and installed in accordance with Town of Gilbert Standard Details GIL-900 Series. Contractor shall submit shop drawings for Engineer's review and approval prior to installing luminaires. If work is to replace an existing luminaire that has a glare shield, then a new glare shield shall be furnished and installed in accordance with manufacturer's recommendations.

Measurement and payment for furnishing and installing luminaires will be made at the contract unit price each for items listed in the JOC Price Book, which price includes all equipment, labor and material, complete in-place, including glare shields, heads, LED, hardware, wiring and all other incidental work.

**ITEM 320: Furnish and Install Junction Box, Lid and Grounding Rod:**

**ITEM 321: Install Junction Box and Lid:**

The work under these items shall include furnishing and installing or just installing a new junction box in accordance with the Town Standard Details, Section 370 of the Town supplements to MAG Standard Specifications, Salt River Project or Arizona Public Service Details and these Special Conditions.

Junction boxes shall be furnished and installed in accordance with Town of Gilbert Standard Details GIL-900 Series. Contractor shall coordinate with Arizona Public Service and Salt River Project to determine if pull boxes will be furnished by them. Grounding rod, hardware and any other material or equipment shall be furnished and installed by the Contractor.

Measurement and payment for furnishing and installing or just installing new pull boxes will be made at the contract unit price each for the items listed in the JOC Price Book, which price includes all equipment, labor and material, complete in-place, including grounding rods, hardware and all other incidental work.

**ITEMS 322 to 325: Foundation for Street Light Pole:**

The work under these items shall include furnishing material and constructing a new concrete foundation for a street light pole, complete, for the type found on arterial, collector, local and residential streets in accordance with the Town Standard Details, Section 370 of the Town supplements to MAG Standard Specifications and these Special Conditions.

Foundations for street light poles shall be constructed in accordance with Town of Gilbert Standard Detail GIL-932 for the various poles provided in the Town's Standard Details GIL-900 Series.

Contractor shall investigate existing utility locations and protect them in-place. If a utility conflict exists, Contractor shall notify the Engineer and propose an alternate location that avoids existing utilities.

Measurement and payment for a new concrete foundation will be made at the contract unit price each for the items listed in the JOC Price Book, which price includes all equipment, labor and material, complete in-place, including concrete, reinforcement, anchor bolts, conduit, grounding wire and plate and all other incidental work.

**ITEMS 326 to 329: Remove Street Light Pole:**

The work under these items shall include the removal of existing pole in accordance with Section 350 of the MAG Standard Specifications and these Special Conditions.

The work under these items also includes the removal of mast arms, luminaires, hardware, signs, banner brackets and other equipment attached to the pole. All signs and brackets shall be reinstalled on the new street light poles with new hardware or installed on new sign posts and foundations as directed by the Engineer. All voids created as a result of the pole removal shall be backfilled and compacted to a density of 95%. Contractor shall salvage all removed luminaries and dispose of all poles that are removed. Contractor shall deliver all salvaged luminaires and signs that are not to be reinstalled to the Public Works Facility at 4760 South Greenfield Road, Gilbert, AZ 85297. Please contact Conrad Ramon at 480-503-6434 ([Conrad.ramon@gilbertaz.gov](mailto:Conrad.ramon@gilbertaz.gov)) 24 hours in advance to arrange for luminaire delivery and Demetrius Fernandez at 480-503-6419 ([Demetrius.Fernandez@gilbertaz.gov](mailto:Demetrius.Fernandez@gilbertaz.gov)) for sign delivery.

De-energizing poles for removal shall be completed by the Contractor in coordination with the Town and/or the appropriate utility agency. Existing wires shall be removed to the nearest junction box and capped or spliced as directed by the Engineer.

Measurement and payment for the removal of street light pole will be made at the contract unit price each for the items listed in the JOC Price Book, which price includes all equipment, labor and material, complete in-place, including removing and disposing of existing pole, mast arms, removing, salvaging and delivering luminaries to the Town, backfilling and compacting voids, grading surface around pole, reinstalling signs and all other incidental work.

Removal of existing concrete foundation, if needed, will be measured and paid for separately under other contract bid items listed in the JOC Price Book.

**ITEM 330: Remove Street Light Pole Foundation:**

The work under this item shall include the removal of existing street light pole foundation, backfilling and compacting voids due to foundation removal, and grading area around foundation with similar surrounding material to match existing elevations in accordance with MAG Section 350 and these Special Conditions.



Existing foundation shall be completely removed. All voids created as a result of the foundation removal shall be backfilled and compacted to a density of 95%.

Measurement and payment for the removal of street light pole foundation will be made at the contract unit price each for the items listed in the JOC Price Book, which price includes all equipment, labor and material, complete in-place, including removing and disposing of existing foundation, backfilling and compacting voids, grading surface around pole and all other incidental work.

**ITEMS 331 and 332: Install Town of Gilbert Furnished Street Light Pole:**

The work under these items shall include installing a Town of Gilbert furnished street light pole, complete for the type found on arterial, collector, local and residential streets in accordance with the Town Standard Details, Section 370 of the Town supplements to MAG Standard Specifications and these Special Conditions.

Furnished street light poles shall be installed in accordance with Town of Gilbert Standard Details GIL-900 Series.

Contractor shall furnish and install new wire that is required from the junction box to new pole, including any wire required within the pole. A junction box shall be installed at each pole location unless there is an existing junction box that can be used. Junction box shall be provided by the Contractor.

Contractor shall furnish and install a pole number on all poles that are installed per the direction of the Engineer. Contractor shall provide Global Positioning System (GPS) coordinates for every installed street light pole and provide coordinates to the Engineer.

Measurement and payment for installing Town of Gilbert furnished street light pole will be made at the contract unit price each for the items listed in the JOC Price Book, which price includes all equipment, labor and material, complete in-place, including Town furnished pole, mast arms, wiring, pole number, all required hardware and parts to assemble and erect pole and all other incidental work.

New concrete foundation with reinforcement, grounding wire and plates, anchor bolts and conduit; luminaires and junction box will be measured and paid for separately under other contract bid items listed in the JOC Price Book.

**ITEM 333: Remove and Dispose of Concrete Foundations**

The work under this item shall include the removal of existing concrete street light foundations, backfilling and compacting voids due to foundation removal, and grading area around foundation with similar surrounding material to match existing elevations in accordance with MAG Section 350, the Town supplements to MAG Standard Specifications and these Special Conditions.

Existing foundation shall be completely removed. All voids created as a result of the foundation removal shall be backfilled and compacted to a density of 95%. Any damage to landscaping and sprinkler systems shall be repaired or replaced by the Contractor at no additional cost.

Measurement and payment for the removal of concrete foundations will be made at the contract unit price per each for the item listed in the JOC Price Book, which price includes all equipment, labor and material, complete in-place, including removing and disposing of existing foundation, backfilling and compacting voids, grading surface around pole and all other incidental work.

**NEGOTIATED ITEMS:**

**ITEM 334: Traffic Control on Arterial Streets**

Maintenance of traffic and sequencing of traffic for arterial street projects shall be in accordance with Section 401 of MAG Standard Specifications, TOG supplements to MAG Standard Specifications and Section 401 of these Special Conditions. Measurement and payment for traffic control will be made at the contract lump sum price, which price will be negotiated on a project by project basis, including message boards.

**ITEM 335: Remove and Salvage Concrete Pavers**

**ITEM 336: Remove and Dispose of Concrete Pavers**

**ITEM 337: Furnish and Install Concrete Pavers**

The work under these items shall be in accordance with MAG Section 342, MAG Standard Details and these Special Conditions. The concrete pavers shall be placed in accordance with MAG Standard Detail 225.

Measurement and payment for removing, salvaging and installing concrete pavers, removing and disposing of concrete pavers and furnishing and installing concrete pavers will be made at the contract unit price per square foot for the items listed in the JOC Price Book, which price will be negotiated on a project by project basis. Negotiated unit price shall be full compensation for the item complete as herein described and specified, including all equipment, labor and material such as pavers, sand, aggregate base course, elastomeric sealant, expansion joint filler and all other incidental work.

**ITEM 338: Furnish and Install Bus Shelter**

The work under this item shall be in accordance with MAG Section 515, the Town supplements to MAG Standard Specifications and these Special Conditions.

Contractor shall submit shop drawings to obtain approval prior to fabricating and installing the bus shelter.

Measurement and payment for furnishing and installing a bus shelter will be made at the contract unit price each for the item listed in the JOC Price Book, which price will be negotiated on a project by project basis. Negotiated unit price shall be full compensation for the item complete as herein described and specified, including all equipment, labor and material to fabricate, erect, paint and any other incidental work as directed by the Engineer.

**ITEM 339: Full Depth Asphalt Milling**  
**ITEM 340: Edge Line Asphalt Taper Mill**

The work under these items shall include removing existing asphaltic concrete pavement by milling in accordance with MAG Section 317 and these Special Conditions

The limits for all areas to be milled will be determined in the field by the Engineer and the Contractor. Edge line milling is typically required along curb and gutters and valley gutters to remove heaved pavement or to accommodate asphalt concrete overlays and full depth milling is typically required at intersections and isolated locations to improve rutting conditions or failed pavement. Areas that require a tapered mill shall be milled to a depth below the lip of gutter and along any transition points that places the finished asphalt surface 1/4" above the lip of gutter per MAG Standard Detail 220. Tapers will vary in width, with the minimum width being 72". All milling shall be accomplished using a self-propelled pavement profiling machine with a minimum drum width of 72". The minimum pick spacing shall be 5/8" (15mm) or less.

Measurement and payment for full depth milling will be made at the contract unit price per square yard for the items listed in the JOC Price Book, which price will be negotiated on a project by project basis. Negotiated unit price shall be full compensation for the item complete as herein described and specified, including hauling, loading, disposal of millings, clean-up and other incidental work. Where the furnishing and placement of tack coat is required per MAG Section 321, it shall be considered incidental and included in the cost of other contract items listed in the JOC Price Book.

Measurement and payment for edge line taper milling will be made at the contract unit price per square foot for the items listed in the JOC Price Book, which price will be negotiated on a project by project basis. Negotiated unit price shall be full compensation for the item complete as herein described and specified, including hauling, loading, disposal of millings, clean-up and all other incidental work. Where the furnishing and placement of tack coat is required per MAG Section 321, it shall be considered incidental and included in the cost of other contract items listed in the JOC Price Book.

**ITEM 341: Excavation and Backfill**

The work under this item shall include excavating and removing material and backfilling for work to repair waterline breaks, sink holes and other utilities in accordance with MAG Sections 336, 601, 604 and 728, Subsection 336.2 and Section 601 of the Town's supplements to MAG Standard Specifications, MAG Standard Details and these Special Conditions.

Backfill of these excavations shall be with aggregate base course or controlled low strength material (1/2-sack slurry backfill) as outlined in MAG Section 601 and the Town's supplements to MAG Standard Specifications. The Engineer will make the final decision if aggregate base course or controlled low strength material shall be used.

Furnishing and installing slurry backfill shall be in accordance with MAG Sections 604 and 728. Sawcut and removal of existing pavement shall be performed in accordance with MAG Section 350 and replaced in accordance with MAG Section 336.

For trenches across existing asphaltic concrete or concrete pavement, backfill shall be in accordance with Gilbert Detail GIL-270. Slurry backfill for Town trenches outside of asphalt pavements shall be in accordance with Gilbert Detail GIL-831.

Measurement and payment for excavation and backfill shall be made at the contract unit price per cubic yard for each item listed in the JOC Price Book, which price will be negotiated on a project by project basis. Negotiated unit price shall be full compensation for the item complete as herein described and specified, including removal, disposal and replacement of asphaltic concrete pavement. Excavation and backfill volume will be measured by the width x depth x length of the trench from existing surface to bottom of trench as approved by the Engineer.

**ITEM 342: Subgrade Preparation**

The work under this item shall include subgrade preparation in accordance with MAG Section 301, the Town supplements to MAG Standard Specifications, MAG Standard Details, Town Standard Details and these Special Conditions.

The Contractor shall use manual compaction methods to achieve the optimum moisture content and required relative compaction next to adjusted manholes, valves and any other feature that is subject to vehicular traffic.

The Contractor shall exercise extreme caution when excavating or scarifying and compacting subgrade to prevent any damage to existing utilities. Contractor shall locate all utilities and if necessary, manually compact subgrade around shallow utilities to maintain a minimum of 18-inches of cover during construction activities.

Measurement and payment for subgrade preparation will be made at the contract unit price per square yard for each item listed in the JOC Price Book, which price will be negotiated on a project by project basis. Negotiated unit price shall be full compensation for the item complete as herein described and specified, including scarification of subgrade.

**ITEM 343: Fill Construction**

The work under this item shall include furnishing and installing fill material in accordance with MAG Section 211, the Town supplements to MAG Standard Specifications and these Special Conditions.

Measurement and payment for the construction of fill material will be made at the contract unit price per cubic yard for each item listed in the JOC Price Book, which price will be negotiated on a project by project basis. Negotiated unit price shall be full compensation for the item complete as herein described and specified.

**ITEM 344: Contractor Provided Material Testing**

The work under this shall include material testing in accordance with MAG Section 106, the TOG supplements to MAG and Section 106 of these Special Conditions.

Tests or observations shall only be conducted if requested by the Engineer. The minimum frequency for sampling and testing materials shall be as directed by the Engineer. See Section 106 of these Special Conditions for additional requirements.

Measurement and payment for material testing will be made at the contract unit price as approved by the Engineer for the various tests that may be needed, which price will be negotiated on a project by project basis. Negotiated unit price shall be full compensation for the item complete as herein described, specified and requested by the Engineer.

**ITEM 345: Landscaping**

The work under this item shall include furnishing and installing landscaping and irrigation improvements in accordance with MAG Sections 430 and 440, TOG supplements to MAG Standard Specifications and these Special Conditions.

Measurement and payment for landscaping will be made at the contract lump sum price, which price will be negotiated on a project by project basis. Prior to beginning work, Engineer and Contractor shall determine if any work will be measured and paid for under other contract items listed in the JOC Price Book.

**ITEMS 346 to 349: Remove and Replace Water and Sewer Services**

The work under these items shall include furnishing and installing new water and sewer services or repairing existing services in accordance with MAG Sections 610 and 615, the Town supplements to MAG Standard Specifications, MAG and TOG Standard Details and these Special Conditions.

Contractor shall install a new water service from the existing water main to the existing water meter in accordance with Gilbert Detail GIL-310. The existing water service shall be abandoned in-place in accordance with Gilbert Detail GIL-349, except the existing water meter and box shall remain and be reconnected to the new water service line. Existing service line shall remain operational until new service line has been installed, tested and is ready to be connected to the existing meter. The size of the service line shall be the same size as the existing line.

Contractor shall install a new sewer service from the existing sewer main to the existing sewer service at the existing right-of-way line in accordance with Gilbert Detail GIL-410. The existing sewer service shall be abandoned in-place in accordance with Gilbert Detail GIL-419. Existing service line shall remain operational until new service line has been installed, tested and is ready to be connected to the existing service line. The size of the service line shall be the same size as the existing line.

Contractor shall provide advanced notification of shutdown to affected residents and businesses a minimum of 48 hours in advance and provide durations that service will be disrupted.

Measurement and payment for the abandonment of existing services along with furnishing and installing new services will be made at the contract unit price per linear foot for the items listed in the JOC Price Book, which price includes all labor, materials (including pipe and fittings), equipment, tapping, abandonment and all necessary incidentals to provide new services from the existing mains to existing meters or to repair existing service lines. Measurement and payment for asphalt removal and replacement, excavation and backfill will be made at the contract unit price for other contract items listed in the JOC Price Book.

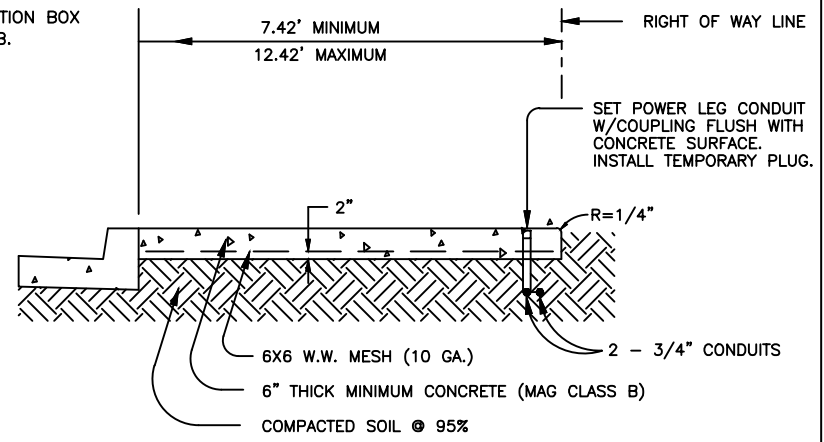
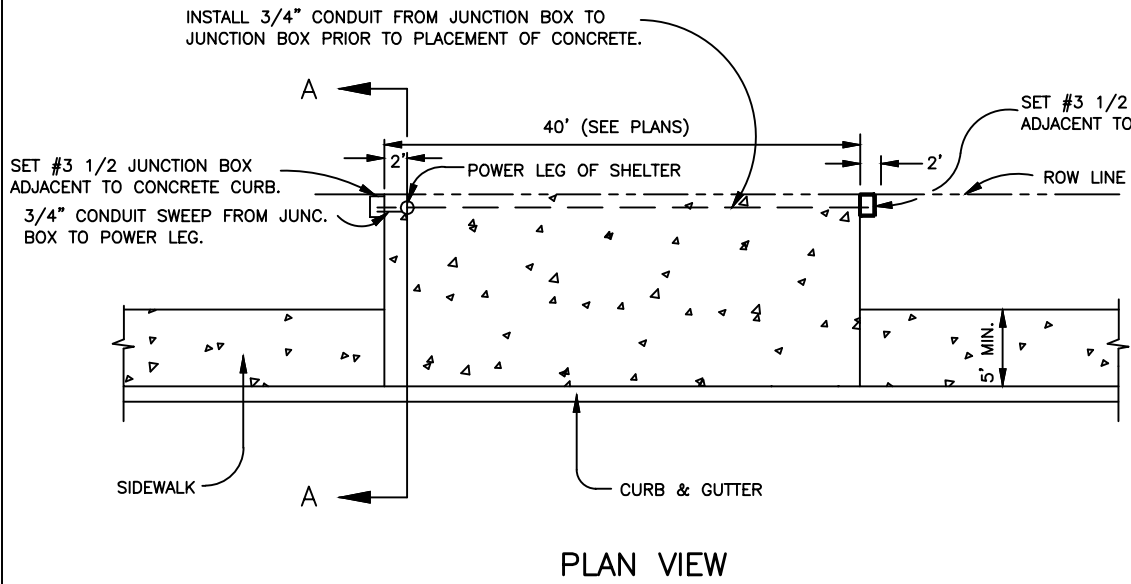
### **ITEMS 350 to 353: Remove and Replace Existing Water and Sewer Lines**

The work under these items shall include removing existing water and sewer lines and furnishing and installing new water and sewer lines in accordance with MAG Sections 610 and 615, the Town supplements to MAG Standard Specifications, MAG and TOG Standard Details and these Special Conditions.

The Contractor shall verify all pipe locations, sizes, pipe material, and elevations at connection points prior to ordering material and starting construction at each location. The Contractor shall have all materials and equipment necessary to do the work at the job site prior to the shutdown occurring as verified by the Construction Manager. Contractor shall provide advanced notification of shutdown to affected residents and businesses a minimum of 48 hours in advance and provide durations that service will be disrupted.

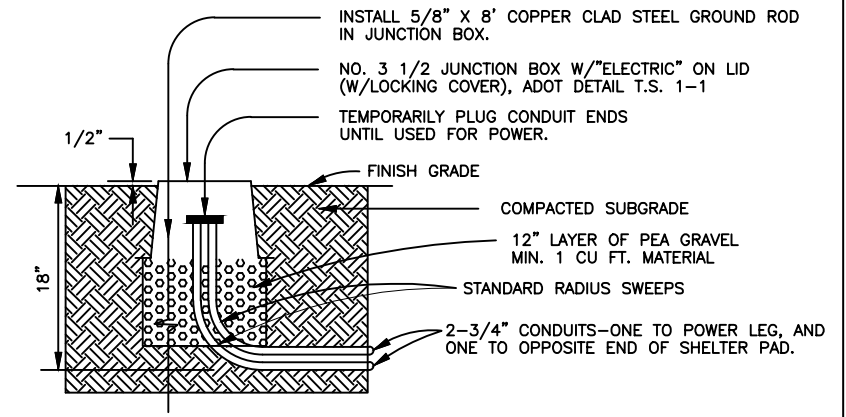
Measurement and payment for removing existing water and sewer lines to furnish and install new water and sewer lines will be made at the contract unit price per linear foot for the items listed in the JOC Price Book, which price will be negotiated on a project by project basis. Negotiated unit price shall be full compensation for the item complete as herein described and specified, including all equipment, labor and material. Prior to beginning work, Engineer and Contractor shall determine if any work will be measured and paid for under other contract items listed in the JOC Price Book. All saw cutting, asphalt removal, excavation, pipe removal, bedding, backfill, pipe, fittings, thrust blocks, pipe supports and encasements shall be included in the cost of the new pipe unless otherwise approved by the Engineer.

**APPENDIX A:**

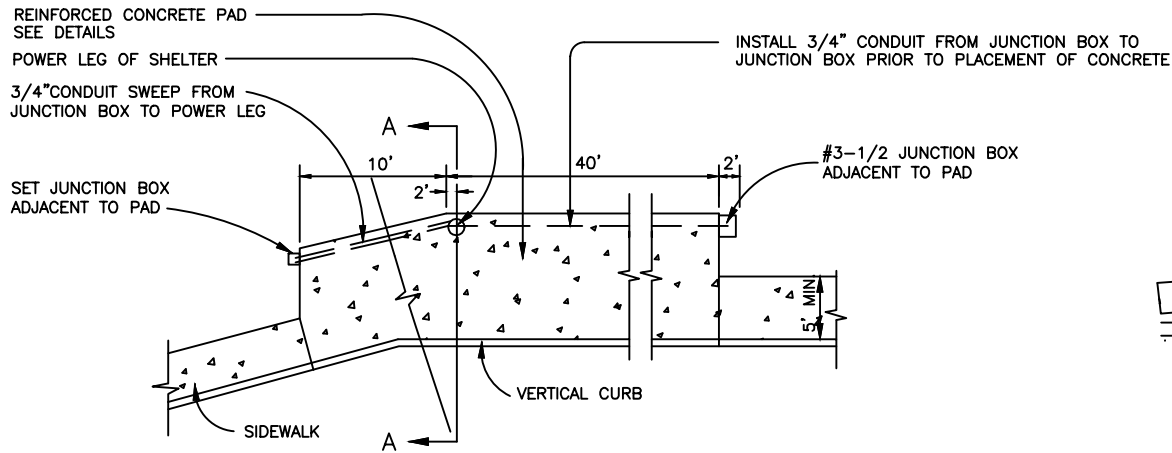


**NOTES:**

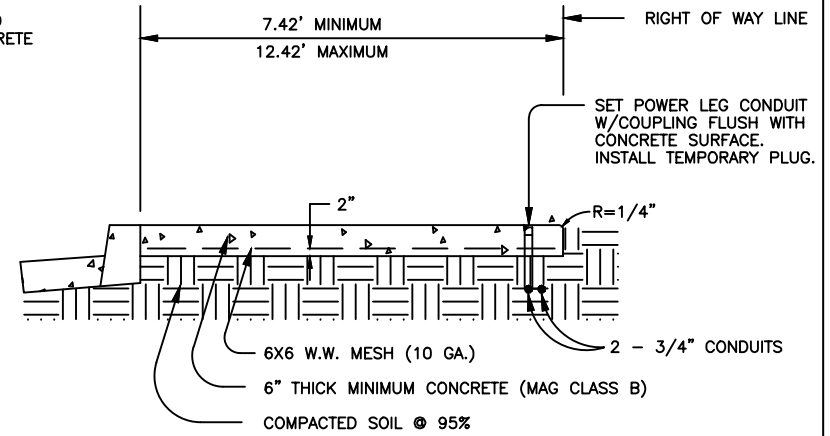
1. ACTUAL PLAN LAYOUT MAY VARY. ALL OTHER DETAIL INFORMATION REMAINS THE SAME. SEE PLANS FOR SPECIFIC LOCATIONS AND DIMENSIONS OF BUS SHELTER PAD.
2. ANY SHELTER OR BUS STOP FURNITURE PLACEMENT SHALL BE LOCATED TO PROVIDE A MIN. 5 ft. WIDE CLEAR SIDEWALK.
3. DECORATIVE PAVEMENT OPTIONS MAY INCLUDE EXPOSED AGGREGATE 1/4" (NO LARGER) WITH DESIGN STRENGTH OF 4000 PSI MINIMUM. OTHER OPTIONS INCLUDING COLOR (TO MATCH SURROUNDINGS) AND STAMPING WILL BE CONSIDERED. CONCRETE MIX DESIGN THROUGH THE CITY OF PHOENIX MATERIALS LAB. DECORATIVE OPTIONS TO BE APPROVED BY THE CITY OF PHOENIX. PAVERS ARE NOT TO BE USED.
4. ELECTRICAL CONDUITS AND JUNCTION BOXES SHALL NOT BE REQUIRED UNLESS REQUESTED.
5. ALL CONDUIT SHALL BE P.V.C. SCHEDULE 40, U.L. LISTED.
6. ALL COSTS ASSOCIATED WITH ELECTRICAL AND RELATED ITEMS SHOWN ON THESE DETAILS (CONDUITS, JUNCTION BOXES, GROUND ROD, ETC.) SHALL BE CONSIDERED INCLUDED IN THE COST OF THE PAY ITEM FOR CONCRETE BUS SHELTER PAD.
7. BUS BAY PAVEMENT, CONCRETE PAD, CONCRETE CURB, SINGLE CURB, CURB & GUTTER, SIDEWALKS, & DRIVEWAYS ARE SEPARATE PAY ITEMS.
8. SHELTER PADS AND DRIVEWAYS SHALL BE LOCATED TO PROVIDE MINIMUM INTERSECTION SIGHT DISTANCE IN ACCORDANCE WITH CURRENT AASHTO STANDARDS (CASE IIIA).







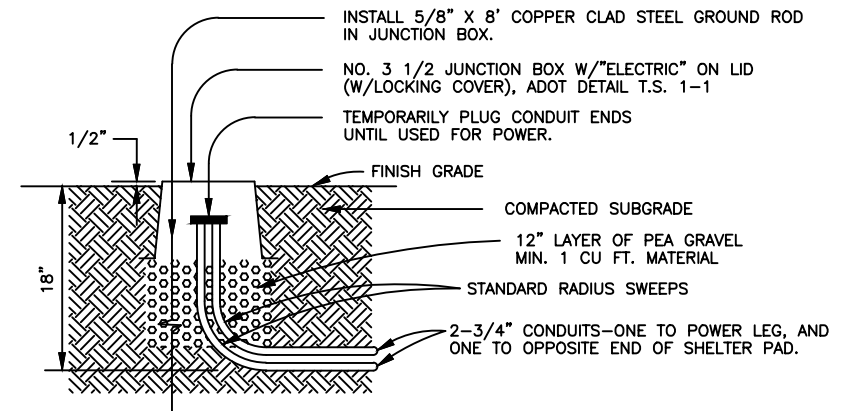
PLAN VIEW



SECTION A - A

NOTES:

1. ACTUAL PLAN LAYOUT MAY VARY. ALL OTHER DETAIL INFORMATION REMAINS THE SAME. SEE PLANS FOR SPECIFIC LOCATIONS AND DIMENSIONS OF BUS SHELTER PAD.
2. ANY SHELTER OR BUS STOP FURNITURE PLACEMENT SHALL BE LOCATED TO PROVIDE A MIN. 5 FT. WIDE CLEAR SIDEWALK.
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5. ALL CONDUIT SHALL BE P.V.C. SCHEDULE 40, U.L. LISTED.
6. ALL COSTS ASSOCIATED WITH ELECTRICAL AND RELATED ITEMS SHOWN ON THESE DETAILS (CONDUITS, JUNCTION BOXES, GROUND ROD, ETC.) SHALL BE CONSIDERED INCLUDED IN THE COST OF THE PAY ITEM FOR CONCRETE BUS SHELTER PAD.
7. BUS BAY PAVEMENT, CONCRETE PAD, CONCRETE CURB, SINGLE CURB, CURB & GUTTER, SIDEWALKS, & DRIVEWAYS ARE SEPARATE PAY ITEMS.
8. SHELTER PADS AND DRIVEWAYS SHALL BE LOCATED TO PROVIDE MINIMUM INTERSECTION SIGHT DISTANCE IN ACCORDANCE WITH CURRENT AASHTO STANDARDS (CASE IIIA).



SLEEVE SWEEP & JUNCTION BOX DETAIL

DETAIL NO.  
P1261



**City of Phoenix**  
**STANDARD DETAIL**

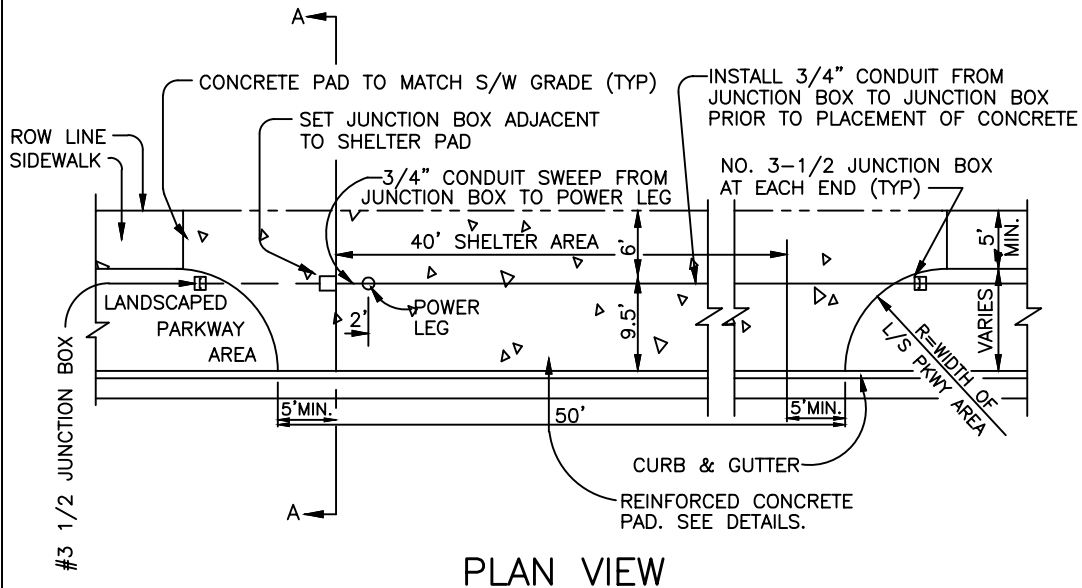
BUS SHELTER/ACCESSORY PAD  
BUS BAY

APPROVED

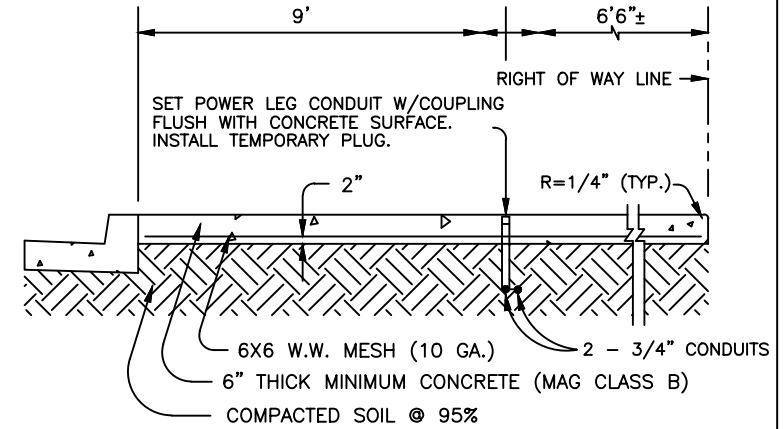
*[Signature]*  
ACTING CITY ENGINEER

7/31/08  
DATE

DETAIL NO.  
P1261



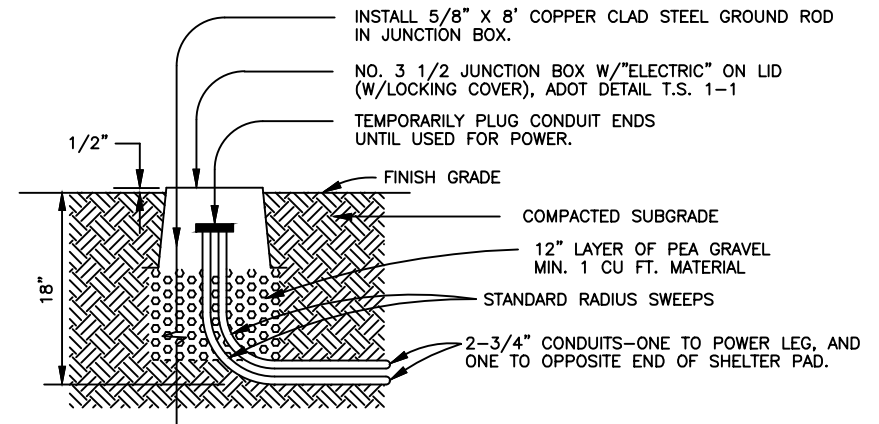
PLAN VIEW



SECTION A - A

NOTES:

1. ACTUAL PLAN LAYOUT MAY VARY. ALL OTHER DETAIL INFORMATION REMAINS THE SAME. SEE PLANS FOR SPECIFIC LOCATIONS AND DIMENSIONS OF BUS SHELTER PAD.
2. ANY SHELTER OR BUS STOP FURNITURE PLACEMENT SHALL BE LOCATED TO PROVIDE A MIN. 5 ft. WIDE CLEAR SIDEWALK.
3. DECORATIVE PAVEMENT OPTIONS MAY INCLUDE EXPOSED AGGREGATE 1/4" (NO LARGER) WITH DESIGN STRENGTH OF 4000 PSI MINIMUM. OTHER OPTIONS INCLUDING COLOR (TO MATCH SURROUNDINGS) AND STAMPING WILL BE CONSIDERED. CONCRETE MIX DESIGN THROUGH THE CITY OF PHOENIX MATERIALS LAB. DECORATIVE OPTIONS TO BE APPROVED BY THE CITY OF PHOENIX. PAVERS ARE NOT TO BE USED.
4. ELECTRICAL CONDUITS AND JUNCTION BOXES SHALL NOT BE REQUIRED UNLESS REQUESTED.
5. ALL CONDUIT SHALL BE P.V.C. SCHEDULE 40, U.L. LISTED.
6. ALL COSTS ASSOCIATED WITH ELECTRICAL AND RELATED ITEMS SHOWN ON THESE DETAILS (CONDUITS, JUNCTION BOXES, GROUND ROD, ETC.) SHALL BE CONSIDERED INCLUDED IN THE COST OF THE PAY ITEM FOR CONCRETE BUS SHELTER PAD.
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8. SHELTER PADS AND DRIVEWAYS SHALL BE LOCATED TO PROVIDE MINIMUM INTERSECTION SIGHT DISTANCE IN ACCORDANCE WITH CURRENT AASHTO STANDARDS (CASE IIIA).



SLEEVE SWEEP & JUNCTION BOX DETAIL

DETAIL NO.  
P1262



PARKWAY BUS SHELTER/ACCESSORY PAD

APPROVED

*[Signature]*  
ACTING CITY ENGINEER

7/31/08  
DATE

DETAIL NO.  
P1262

## **APPENDIX B**

### **CONTRACT PRICING COEFFICIENT**

- 1.0 Job Order Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, traffic control, insurance, bonds, taxes, overhead and profit to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job Orders.
- 2.0 The actual pricing for work performed under the Contract will be based on the mutually agreed quantities applied to the rates contained in the Unit Price Book, modified by **1.00** Coefficient.
- 3.0 In the event the Contract Unit Price Book does not apply to actual work performed a negotiated price between the Gilbert and the Job Cost Contractor shall be applied.

**APPENDIX C**  
**UNIT PRICE JOC BOOK**

# JOC PRICE BOOK - STREETS TRANSPORTATION

| Item   | Description  | Unit |  |  |  |
|--|--|------|--|--|--|
| <b>Price Book Line Items for Remove and Replace Concrete Residential Streets</b> |  |      |  |  |  |
| 1  | Remove and Replace Concrete Rolled Curb and Gutter                     | LF   |  |  |  |
| 2  | Remove and Replace Concrete Vertical Curb and Gutter                   | LF   |  |  |  |
| 3  | Remove and Replace Concrete Single Curb                                | LF   |  |  |  |
| 4  | Remove and Replace Concrete Ribbon Curb                                | LF   |  |  |  |
| 5  | Remove and Replace Sidewalk  | SF   |  |  |  |
| 6  | Remove and Replace Valley Gutter                                       | SF   |  |  |  |
| 7  | Remove and Replace Concrete Apron                                      | SF   |  |  |  |
| 8  | Remove and Replace Concrete ADA Ramp                                   | SF   |  |  |  |
| 9  | Remove and Replace Concrete ADA Ramp (Detectable Warning Surface Only) | SF   |  |  |  |
| 10   | Remove and Replace Driveway Entrance                                   | SF   |  |  |  |
| 11   | Remove and Replace Concrete Scupper Top                                | SF   |  |  |  |
| 12   | Remove and Replace Concrete Top of Catch Basin                         | SF   |  |  |  |
| <b>Price Book Line Items for Remove and Replace Concrete Arterial Streets</b>    |  |      |  |  |  |
| 13   | Remove and Replace Concrete Rolled Curb and Gutter                     | LF   |  |  |  |
| 14   | Remove and Replace Concrete Vertical Curb and Gutter                   | LF   |  |  |  |
| 15   | Remove and Replace Concrete Single Curb                                | LF   |  |  |  |
| 16   | Remove and Replace Concrete Ribbon Curb                                | LF   |  |  |  |
| 17   | Remove and Replace Sidewalk  | SF   |  |  |  |
| 18   | Remove and Replace Valley Gutter                                       | SF   |  |  |  |
| 19   | Remove and Replace Concrete Apron                                      | SF   |  |  |  |
| 20   | Remove and Replace Concrete ADA Ramp                                   | SF   |  |  |  |
| 21   | Remove and Replace Concrete ADA Ramp (Detectable Warning Surface Only) | SF   |  |  |  |
| 22   | Remove and Replace Driveway Entrance                                   | SF   |  |  |  |
| 23   | Remove and Replace Concrete Scupper Top                                | SF   |  |  |  |
| 24   | Remove and Replace Concrete Top of Catch Basin                         | SF   |  |  |  |
| <b>Price Book Line Items for Removal Items for Residential Streets</b>           |  |      |  |  |  |
| 25   | Remove Concrete Rolled Curb and Gutter                                 | LF   |  |  |  |
| 26   | Remove Concrete Vertical Curb and Gutter                               | LF   |  |  |  |
| 27   | Remove Concrete Single Curb  | LF   |  |  |  |
| 28   | Remove Concrete Ribbon Curb  | LF   |  |  |  |

# JOC PRICE BOOK - STREETS TRANSPORTATION

| Item | Description                                   | Unit |  |  |  |  |
|------|---|------|--|--|--|--|
| 29   | Remove Concrete Sidewalk                      | SF   |  |  |  |  |
| 30   | Remove Concrete Valley Gutter                 | SF   |  |  |  |  |
| 31   | Remove Concrete Apron                         | SF   |  |  |  |  |
| 32   | Remove Concrete ADA Ramp                      | SF   |  |  |  |  |
| 33   | Remove Concrete Driveway Entrance             | SF   |  |  |  |  |
| 34   | Remove Concrete Scupper Top                   | SF   |  |  |  |  |
| 35   | Remove Concrete Top of Catch Basin            | SF   |  |  |  |  |
| 36   | Remove Asphalt Pavement 1.5" Depth 0-250 SY   | SY   |  |  |  |  |
| 37   | Remove Asphalt Pavement 1.5" Depth 251-500 SY | SY   |  |  |  |  |
| 38   | Remove Asphalt Pavement 1.5" Depth 501-999 SY | SY   |  |  |  |  |
| 39   | Remove Asphalt Pavement 1.5" Depth 1000+ SY   | SY   |  |  |  |  |
| 40   | Remove Asphalt Pavement 2" Depth 0-250 SY     | SY   |  |  |  |  |
| 41   | Remove Asphalt Pavement 2" Depth 251-500 SY   | SY   |  |  |  |  |
| 42   | Remove Asphalt Pavement 2" Depth 501-999 SY   | SY   |  |  |  |  |
| 43   | Remove Asphalt Pavement 2" Depth 1000+ SY     | SY   |  |  |  |  |
| 44   | Remove Asphalt Pavement 3" Depth 0-250 SY     | SY   |  |  |  |  |
| 45   | Remove Asphalt Pavement 3" Depth 251-500 SY   | SY   |  |  |  |  |
| 46   | Remove Asphalt Pavement 3" Depth 501-999 SY   | SY   |  |  |  |  |
| 47   | Remove Asphalt Pavement 3" Depth 1000+ SY     | SY   |  |  |  |  |
| 48   | Remove Asphalt Pavement 4" Depth 0-250 SY     | SY   |  |  |  |  |
| 49   | Remove Asphalt Pavement 4" Depth 251-500 SY   | SY   |  |  |  |  |
| 50   | Remove Asphalt Pavement 4" Depth 501-999 SY   | SY   |  |  |  |  |
| 51   | Remove Asphalt Pavement 4" Depth 1000+ SY     | SY   |  |  |  |  |
| 52   | Remove Asphalt Pavement 5" Depth 0-250 SY     | SY   |  |  |  |  |
| 53   | Remove Asphalt Pavement 5" Depth 251-500 SY   | SY   |  |  |  |  |
| 54   | Remove Asphalt Pavement 5" Depth 501-999 SY   | SY   |  |  |  |  |
| 55   | Remove Asphalt Pavement 5" Depth 1000+ SY     | SY   |  |  |  |  |
| 56   | Remove Asphalt Pavement 6" Depth 0-250 SY     | SY   |  |  |  |  |
| 57   | Remove Asphalt Pavement 6" Depth 251-500 SY   | SY   |  |  |  |  |
| 58   | Remove Asphalt Pavement 6" Depth 501-999 SY   | SY   |  |  |  |  |
| 59   | Remove Asphalt Pavement 6" Depth 1000+ SY     | SY   |  |  |  |  |

# JOC PRICE BOOK - STREETS TRANSPORTATION

| Item  | Description  | Unit |  |  |  |
|---|--|------|--|--|--|
| 60  | Remove Asphalt Pavement 1.5" Depth 0-250 SY (By Milling)   | SY   |  |  |  |
| 61  | Remove Asphalt Pavement 1.5" Depth 251-500 SY (By Milling) | SY   |  |  |  |
| 62  | Remove Asphalt Pavement 1.5" Depth 501-999 SY (By Milling) | SY   |  |  |  |
| 63  | Remove Asphalt Pavement 1.5" Depth 1000+ SY (By Milling)   | SY   |  |  |  |
| 64  | Remove Asphalt Pavement 2" Depth 0-250 SY (By Milling)     | SY   |  |  |  |
| 65  | Remove Asphalt Pavement 2" Depth 251-500 SY (By Milling)   | SY   |  |  |  |
| 66  | Remove Asphalt Pavement 2" Depth 501-999 SY (By Milling)   | SY   |  |  |  |
| 67  | Remove Asphalt Pavement 2" Depth 1000+ SY (By Milling)     | SY   |  |  |  |
| 68  | Remove Asphalt Pavement 3" Depth 0-250 SY (By Milling)     | SY   |  |  |  |
| 69  | Remove Asphalt Pavement 3" Depth 251-500 SY (By Milling)   | SY   |  |  |  |
| 70  | Remove Asphalt Pavement 3" Depth 501-999 SY (By Milling)   | SY   |  |  |  |
| 71  | Remove Asphalt Pavement 3" Depth 1000+ SY (By Milling)     | SY   |  |  |  |
| 72  | Remove Asphalt Pavement 4" Depth 0-250 SY (By Milling)     | SY   |  |  |  |
| 73  | Remove Asphalt Pavement 4" Depth 251-500 SY (By Milling)   | SY   |  |  |  |
| 74  | Remove Asphalt Pavement 4" Depth 501-999 SY (By Milling)   | SY   |  |  |  |
| 75  | Remove Asphalt Pavement 4" Depth 1000+ SY (By Milling)     | SY   |  |  |  |
| 76  | Remove Asphalt Pavement 5" Depth 0-250 SY (By Milling)     | SY   |  |  |  |
| 77  | Remove Asphalt Pavement 5" Depth 251-500 SY (By Milling)   | SY   |  |  |  |
| 78  | Remove Asphalt Pavement 5" Depth 501-999 SY (By Milling)   | SY   |  |  |  |
| 79  | Remove Asphalt Pavement 5" Depth 1000+ SY (By Milling)     | SY   |  |  |  |
| 80  | Remove Asphalt Pavement 6" Depth 0-250 SY (By Milling)     | SY   |  |  |  |
| 81  | Remove Asphalt Pavement 6" Depth 251-500 SY (By Milling)   | SY   |  |  |  |
| 82  | Remove Asphalt Pavement 6" Depth 501-999 SY (By Milling)   | SY   |  |  |  |
| 83  | Remove Asphalt Pavement 6" Depth 1000+ SY (By Milling)     | SY   |  |  |  |
| <b>Price Book Line Items for Removal Items for Arterial Streets</b> |  |      |  |  |  |
| 84  | Remove Concrete Rolled Curb and Gutter                     | LF   |  |  |  |
| 85  | Remove Concrete Vertical Curb and Gutter                   | LF   |  |  |  |
| 86  | Remove Concrete Single Curb                                | LF   |  |  |  |
| 87  | Remove Concrete Ribbon Curb                                | LF   |  |  |  |
| 88  | Remove Concrete Sidewalk                                   | SF   |  |  |  |
| 89  | Remove Concrete Valley Gutter                              | SF   |  |  |  |

# JOC PRICE BOOK - STREETS TRANSPORTATION

| Item | Description  | Unit |  |  |  |  |
|------|--|------|--|--|--|--|
| 90   | Remove Concrete Apron                                    | SF   |  |  |  |  |
| 91   | Remove Concrete ADA Ramp                                 | SF   |  |  |  |  |
| 92   | Remove Concrete Driveway Entrance                        | SF   |  |  |  |  |
| 93   | Remove Concrete Scupper Top                              | SF   |  |  |  |  |
| 94   | Remove Concrete Top of Catch Basin                       | SF   |  |  |  |  |
| 95   | Remove Concrete Bus Pad                                  | SF   |  |  |  |  |
| 96   | Remove Asphalt Pavement 1.5" Depth 0-250 SY              | SY   |  |  |  |  |
| 97   | Remove Asphalt Pavement 1.5" Depth 251-500 SY            | SY   |  |  |  |  |
| 98   | Remove Asphalt Pavement 1.5" Depth 501-999 SY            | SY   |  |  |  |  |
| 99   | Remove Asphalt Pavement 1.5" Depth 1000+ SY              | SY   |  |  |  |  |
| 100  | Remove Asphalt Pavement 2" Depth 0-250 SY                | SY   |  |  |  |  |
| 101  | Remove Asphalt Pavement 2" Depth 251-500 SY              | SY   |  |  |  |  |
| 102  | Remove Asphalt Pavement 2" Depth 501-999 SY              | SY   |  |  |  |  |
| 103  | Remove Asphalt Pavement 2" Depth 1000+ SY                | SY   |  |  |  |  |
| 104  | Remove Asphalt Pavement 3" Depth 0-250 SY                | SY   |  |  |  |  |
| 105  | Remove Asphalt Pavement 3" Depth 251-500 SY              | SY   |  |  |  |  |
| 106  | Remove Asphalt Pavement 3" Depth 501-999 SY              | SY   |  |  |  |  |
| 107  | Remove Asphalt Pavement 3" Depth 1000+ SY                | SY   |  |  |  |  |
| 108  | Remove Asphalt Pavement 4" Depth 0-250 SY                | SY   |  |  |  |  |
| 109  | Remove Asphalt Pavement 4" Depth 251-500 SY              | SY   |  |  |  |  |
| 110  | Remove Asphalt Pavement 4" Depth 501-999 SY              | SY   |  |  |  |  |
| 111  | Remove Asphalt Pavement 4" Depth 1000+ SY                | SY   |  |  |  |  |
| 112  | Remove Asphalt Pavement 5" Depth 0-250 SY                | SY   |  |  |  |  |
| 113  | Remove Asphalt Pavement 5" Depth 251-500 SY              | SY   |  |  |  |  |
| 114  | Remove Asphalt Pavement 5" Depth 501-999 SY              | SY   |  |  |  |  |
| 115  | Remove Asphalt Pavement 5" Depth 1000+ SY                | SY   |  |  |  |  |
| 116  | Remove Asphalt Pavement 6" Depth 0-250 SY                | SY   |  |  |  |  |
| 117  | Remove Asphalt Pavement 6" Depth 251-500 SY              | SY   |  |  |  |  |
| 118  | Remove Asphalt Pavement 6" Depth 501-999 SY              | SY   |  |  |  |  |
| 119  | Remove Asphalt Pavement 6" Depth 1000+ SY                | SY   |  |  |  |  |
| 120  | Remove Asphalt Pavement 1.5" Depth 0-250 SY (By Milling) | SY   |  |  |  |  |



# JOC PRICE BOOK - STREETS TRANSPORTATION

| Item  | Description  | Unit |  |  |  |  |
|---|--|------|--|--|--|--|
| 121   | Remove Asphalt Pavement 1.5" Depth 251-500 SY (By Milling) | SY   |  |  |  |  |
| 122   | Remove Asphalt Pavement 1.5" Depth 501-999 SY (By Milling) | SY   |  |  |  |  |
| 123   | Remove Asphalt Pavement 1.5" Depth 1000+ SY (By Milling)   | SY   |  |  |  |  |
| 124   | Remove Asphalt Pavement 2" Depth 0-250 SY (By Milling)     | SY   |  |  |  |  |
| 125   | Remove Asphalt Pavement 2" Depth 251-500 SY (By Milling)   | SY   |  |  |  |  |
| 126   | Remove Asphalt Pavement 2" Depth 501-999 SY (By Milling)   | SY   |  |  |  |  |
| 127   | Remove Asphalt Pavement 2" Depth 1000+ SY (By Milling)     | SY   |  |  |  |  |
| 128   | Remove Asphalt Pavement 3" Depth 0-250 SY (By Milling)     | SY   |  |  |  |  |
| 129   | Remove Asphalt Pavement 3" Depth 251-500 SY (By Milling)   | SY   |  |  |  |  |
| 130   | Remove Asphalt Pavement 3" Depth 501-999 SY (By Milling)   | SY   |  |  |  |  |
| 131   | Remove Asphalt Pavement 3" Depth 1000+ SY (By Milling)     | SY   |  |  |  |  |
| 132   | Remove Asphalt Pavement 4" Depth 0-250 SY (By Milling)     | SY   |  |  |  |  |
| 133   | Remove Asphalt Pavement 4" Depth 251-500 SY (By Milling)   | SY   |  |  |  |  |
| 134   | Remove Asphalt Pavement 4" Depth 501-999 SY (By Milling)   | SY   |  |  |  |  |
| 135   | Remove Asphalt Pavement 4" Depth 1000+ SY (By Milling)     | SY   |  |  |  |  |
| 136   | Remove Asphalt Pavement 5" Depth 0-250 SY (By Milling)     | SY   |  |  |  |  |
| 137   | Remove Asphalt Pavement 5" Depth 251-500 SY (By Milling)   | SY   |  |  |  |  |
| 138   | Remove Asphalt Pavement 5" Depth 501-999 SY (By Milling)   | SY   |  |  |  |  |
| 139   | Remove Asphalt Pavement 5" Depth 1000+ SY (By Milling)     | SY   |  |  |  |  |
| 140   | Remove Asphalt Pavement 6" Depth 0-250 SY (By Milling)     | SY   |  |  |  |  |
| 141   | Remove Asphalt Pavement 6" Depth 251-500 SY (By Milling)   | SY   |  |  |  |  |
| 142   | Remove Asphalt Pavement 6" Depth 501-999 SY (By Milling)   | SY   |  |  |  |  |
| 143   | Remove Asphalt Pavement 6" Depth 1000+ SY (By Milling)     | SY   |  |  |  |  |
| <b>Price Book Line Items for Furnish and Installation Items for Residential Streets</b> |  |      |  |  |  |  |
| 144   | Furnish and Install Concrete Rolled Curb and Gutter        | LF   |  |  |  |  |
| 145   | Furnish and Install Concrete Vertical Curb and Gutter      | LF   |  |  |  |  |
| 146   | Furnish and Install Concrete Single Curb                   | LF   |  |  |  |  |
| 147   | Furnish and Install Concrete Ribbon Curb                   | LF   |  |  |  |  |
| 148   | Furnish and Install Concrete Sidewalk                      | SF   |  |  |  |  |
| 149   | Furnish and Install Concrete Valley Gutter                 | SF   |  |  |  |  |
| 150   | Furnish and Install Concrete Apron                         | SF   |  |  |  |  |

# JOC PRICE BOOK - STREETS TRANSPORTATION

| Item | Description  | Unit |  |  |  |  |
|------|--|------|--|--|--|--|
| 151  | Furnish and Install Concrete ADA Ramp  | SF   |  |  |  |  |
| 152  | Furnish and Install Concrete Driveway Entrance                                       | SF   |  |  |  |  |
| 153  | Furnish and Install Concrete Scupper Top   | SF   |  |  |  |  |
| 154  | Furnish and Install Concrete Top of Catch Basin                                      | SF   |  |  |  |  |
| 155  | Furnish and Install Ultra Thin Bonded Wearing Course 1" Depth (Minimum 25,000+ SY)   | SY   |  |  |  |  |
| 156  | Furnish and Install Asphalt Pavement 1.5" Depth 0-250 SY                             | SY   |  |  |  |  |
| 157  | Furnish and Install Asphalt Pavement 1.5" Depth 251-500 SY                           | SY   |  |  |  |  |
| 158  | Furnish and Install Asphalt Pavement 1.5" Depth 501-999 SY                           | SY   |  |  |  |  |
| 159  | Furnish and Install Asphalt Pavement 1.5" Depth 1000+ SY                             | SY   |  |  |  |  |
| 160  | Furnish and Install Asphalt Pavement 1.5" Depth 25,000+ SY (PMTR+ 1/2" Mix)          | SY   |  |  |  |  |
| 161  | Furnish and Install Ultra Thin Bonded Wearing Course 1.5" Depth (Minimum 25,000+ SY) | SY   |  |  |  |  |
| 162  | Furnish and Install Asphalt Pavement 2" Depth 0-250 SY                               | SY   |  |  |  |  |
| 163  | Furnish and Install Asphalt Pavement 2" Depth 251-500 SY                             | SY   |  |  |  |  |
| 164  | Furnish and Install Asphalt Pavement 2" Depth 501-999 SY                             | SY   |  |  |  |  |
| 165  | Furnish and Install Asphalt Pavement 2" Depth 1000+ SY                               | SY   |  |  |  |  |
| 166  | Furnish and Install Asphalt Pavement 3" Depth 0-250 SY                               | SY   |  |  |  |  |
| 167  | Furnish and Install Asphalt Pavement 3" Depth 251-500 SY                             | SY   |  |  |  |  |
| 168  | Furnish and Install Asphalt Pavement 3" Depth 501-999 SY                             | SY   |  |  |  |  |
| 169  | Furnish and Install Asphalt Pavement 3" Depth 1000+ SY                               | SY   |  |  |  |  |
| 170  | Furnish and Install Asphalt Pavement 4" Depth 0-250 SY                               | SY   |  |  |  |  |
| 171  | Furnish and Install Asphalt Pavement 4" Depth 251-500 SY                             | SY   |  |  |  |  |
| 172  | Furnish and Install Asphalt Pavement 4" Depth 501-999 SY                             | SY   |  |  |  |  |
| 173  | Furnish and Install Asphalt Pavement 4" Depth 1000+ SY                               | SY   |  |  |  |  |
| 174  | Furnish and Install Asphalt Pavement 5" Depth 0-250 SY                               | SY   |  |  |  |  |
| 175  | Furnish and Install Asphalt Pavement 5" Depth 251-500 SY                             | SY   |  |  |  |  |
| 176  | Furnish and Install Asphalt Pavement 5" Depth 501-999 SY                             | SY   |  |  |  |  |
| 177  | Furnish and Install Asphalt Pavement 5" Depth 1000+ SY                               | SY   |  |  |  |  |
| 178  | Furnish and Install Asphalt Pavement 6" Depth 0-250 SY                               | SY   |  |  |  |  |
| 179  | Furnish and Install Asphalt Pavement 6" Depth 251-500 SY                             | SY   |  |  |  |  |

# JOC PRICE BOOK - STREETS TRANSPORTATION

| Item   | Description  | Unit |  |  |  |  |
|--|--|------|--|--|--|--|
| 180  | Furnish and Install Asphalt Pavement 6" Depth 501-999 SY | SY   |  |  |  |  |
| 181  | Furnish and Install Asphalt Pavement 6" Depth 1000+ SY   | SY   |  |  |  |  |
| 182  | Furnish and Install 6" Compacted ABC 0-250 SY            | SY   |  |  |  |  |
| 183  | Furnish and Install 6" Compacted ABC 251-500 SY          | SY   |  |  |  |  |
| 184  | Furnish and Install 6" Compacted ABC 501-999 SY          | SY   |  |  |  |  |
| 185  | Furnish and Install 6" Compacted ABC 1000+ SY            | SY   |  |  |  |  |
| 186  | Furnish and Install 9" Compacted ABC 0-250 SY            | SY   |  |  |  |  |
| 187  | Furnish and Install 9" Compacted ABC 251-500 SY          | SY   |  |  |  |  |
| 188  | Furnish and Install 9" Compacted ABC 501-999 SY          | SY   |  |  |  |  |
| 189  | Furnish and Install 9" Compacted ABC 1000+ SY            | SY   |  |  |  |  |
| 190  | Furnish and Install 12" Compacted ABC 0-250 SY           | SY   |  |  |  |  |
| 191  | Furnish and Install 12" Compacted ABC 251-500 SY         | SY   |  |  |  |  |
| 192  | Furnish and Install 12" Compacted ABC 501-999 SY         | SY   |  |  |  |  |
| 193  | Furnish and Install 12" Compacted ABC 1000+ SY           | SY   |  |  |  |  |
| 194  | Furnish and Install 15" Compacted ABC 0-250 SY           | SY   |  |  |  |  |
| 195  | Furnish and Install 15" Compacted ABC 251-500 SY         | SY   |  |  |  |  |
| 196  | Furnish and Install 15" Compacted ABC 501-999 SY         | SY   |  |  |  |  |
| 197  | Furnish and Install 15" Compacted ABC 1000+ SY           | SY   |  |  |  |  |
| <b>Price Book Line Items for Furnish and Installation Items for Arterial Streets</b> |  |      |  |  |  |  |
| 198  | Furnish and Install Concrete Rolled Curb and Gutter      | LF   |  |  |  |  |
| 199  | Furnish and Install Concrete Vertical Curb and Gutter    | LF   |  |  |  |  |
| 200  | Furnish and Install Concrete Single Curb                 | LF   |  |  |  |  |
| 201  | Furnish and Install Concrete Ribbon Curb                 | LF   |  |  |  |  |
| 202  | Furnish and Install Concrete Sidewalk                    | SF   |  |  |  |  |
| 203  | Furnish and Install Concrete Valley Gutter               | SF   |  |  |  |  |
| 204  | Furnish and Install Concrete Apron                       | SF   |  |  |  |  |
| 205  | Furnish and Install Concrete ADA Ramp                    | SF   |  |  |  |  |
| 206  | Furnish and Install Concrete Driveway Entrance           | SF   |  |  |  |  |
| 207  | Furnish and Install Concrete Scupper Top                 | SF   |  |  |  |  |
| 208  | Furnish and Install Concrete Top of Catch Basin          | SF   |  |  |  |  |
| 209  | Furnish and Install Bus Shelter                          | EA   |  |  |  |  |

# JOC PRICE BOOK - STREETS TRANSPORTATION

| Item | Description  | Unit |  |  |  |  |
|------|--|------|--|--|--|--|
| 210  | Furnish and Install Bus Pad  | SF   |  |  |  |  |
| 211  | Furnish and Install Ultra Thin Bonded Wearing Course 1" Depth (Minimum 25,000+ SY)   | SY   |  |  |  |  |
| 212  | Furnish and Install Asphalt Pavement 1.5" Depth 0-250 SY                             | SY   |  |  |  |  |
| 213  | Furnish and Install Asphalt Pavement 1.5" Depth 251-500 SY                           | SY   |  |  |  |  |
| 214  | Furnish and Install Asphalt Pavement 1.5" Depth 501-999 SY                           | SY   |  |  |  |  |
| 215  | Furnish and Install Asphalt Pavement 1.5" Depth 1000+ SY                             | SY   |  |  |  |  |
| 216  | Furnish and Install Asphalt Pavement 1.5" Depth 25,000+ SY (PMTR+ 1/2" Mix)          | SY   |  |  |  |  |
| 217  | Furnish and Install Ultra Thin Bonded Wearing Course 1.5" Depth (Minimum 25,000+ SY) | SY   |  |  |  |  |
| 218  | Furnish and Install Asphalt Pavement 2" Depth 0-250 SY                               | SY   |  |  |  |  |
| 219  | Furnish and Install Asphalt Pavement 2" Depth 251-500 SY                             | SY   |  |  |  |  |
| 220  | Furnish and Install Asphalt Pavement 2" Depth 501-999 SY                             | SY   |  |  |  |  |
| 221  | Furnish and Install Asphalt Pavement 2" Depth 1000+ SY                               | SY   |  |  |  |  |
| 222  | Furnish and Install Asphalt Pavement 2" Depth 25,000+ SY (PMTR+ 1/2" Mix)            | SY   |  |  |  |  |
| 223  | Furnish and Install Asphalt Pavement 3" Depth 0-250 SY                               | SY   |  |  |  |  |
| 224  | Furnish and Install Asphalt Pavement 3" Depth 251-500 SY                             | SY   |  |  |  |  |
| 225  | Furnish and Install Asphalt Pavement 3" Depth 501-999 SY                             | SY   |  |  |  |  |
| 226  | Furnish and Install Asphalt Pavement 3" Depth 1000+ SY                               | SY   |  |  |  |  |
| 227  | Furnish and Install Asphalt Pavement 4" Depth 0-250 SY                               | SY   |  |  |  |  |
| 228  | Furnish and Install Asphalt Pavement 4" Depth 251-500 SY                             | SY   |  |  |  |  |
| 229  | Furnish and Install Asphalt Pavement 4" Depth 501-999 SY                             | SY   |  |  |  |  |
| 230  | Furnish and Install Asphalt Pavement 4" Depth 1000+ SY                               | SY   |  |  |  |  |
| 231  | Furnish and Install Asphalt Pavement 5" Depth 0-250 SY                               | SY   |  |  |  |  |
| 232  | Furnish and Install Asphalt Pavement 5" Depth 251-500 SY                             | SY   |  |  |  |  |
| 233  | Furnish and Install Asphalt Pavement 5" Depth 501-999 SY                             | SY   |  |  |  |  |
| 234  | Furnish and Install Asphalt Pavement 5" Depth 1000+ SY                               | SY   |  |  |  |  |
| 235  | Furnish and Install Asphalt Pavement 6" Depth 0-250 SY                               | SY   |  |  |  |  |
| 236  | Furnish and Install Asphalt Pavement 6" Depth 251-500 SY                             | SY   |  |  |  |  |
| 237  | Furnish and Install Asphalt Pavement 6" Depth 501-999 SY                             | SY   |  |  |  |  |
| 238  | Furnish and Install Asphalt Pavement 6" Depth 1000+ SY                               | SY   |  |  |  |  |

# JOC PRICE BOOK - STREETS TRANSPORTATION

| Item   | Description  | Unit |  |  |  |  |
|--|--|------|--|--|--|--|
| 239  | Furnish and Install 6" Compacted ABC 0-250 SY                                      | SY   |  |  |  |  |
| 240  | Furnish and Install 6" Compacted ABC 251-500 SY                                    | SY   |  |  |  |  |
| 241  | Furnish and Install 6" Compacted ABC 501-999 SY                                    | SY   |  |  |  |  |
| 242  | Furnish and Install 6" Compacted ABC 1000+ SY                                      | SY   |  |  |  |  |
| 243  | Furnish and Install 9" Compacted ABC 0-250 SY                                      | SY   |  |  |  |  |
| 244  | Furnish and Install 9" Compacted ABC 251-500 SY                                    | SY   |  |  |  |  |
| 245  | Furnish and Install 9" Compacted ABC 501-999 SY                                    | SY   |  |  |  |  |
| 246  | Furnish and Install 9" Compacted ABC 1000+ SY                                      | SY   |  |  |  |  |
| 247  | Furnish and Install 12" Compacted ABC 0-250 SY                                     | SY   |  |  |  |  |
| 248  | Furnish and Install 12" Compacted ABC 251-500 SY                                   | SY   |  |  |  |  |
| 249  | Furnish and Install 12" Compacted ABC 501-999 SY                                   | SY   |  |  |  |  |
| 250  | Furnish and Install 12" Compacted ABC 1000+ SY                                     | SY   |  |  |  |  |
| 251  | Furnish and Install 15" Compacted ABC 0-250 SY                                     | SY   |  |  |  |  |
| 252  | Furnish and Install 15" Compacted ABC 251-500 SY                                   | SY   |  |  |  |  |
| 253  | Furnish and Install 15" Compacted ABC 501-999 SY                                   | SY   |  |  |  |  |
| 254  | Furnish and Install 15" Compacted ABC 1000+ SY                                     | SY   |  |  |  |  |
| <b>Price Book Line Items for Miscellaneous Installations, Adjustments and Potholes</b> |  |      |  |  |  |  |
| 255  | Furnish and Install Type II Slurry Seal, (Residential Street, Minimum 25,000+ SY)  | SY   |  |  |  |  |
| 256  | Furnish and Install Type II Slurry Seal (Parking Lot, 5,000+ SY)                   | SY   |  |  |  |  |
| 257  | Furnish and Install Type II Micro Seal (Minimum 25,000+ SY)                        | SY   |  |  |  |  |
| 258  | Furnish and Install Type III Micro Seal (Minimum 25,000+ SY)                       | SY   |  |  |  |  |
| 259  | Furnish and Install Liquid Road RTU Surface Treatment (Parking Lot 5,000+SY)       | SY   |  |  |  |  |
| 260  | Furnish and Install Liquid Road RTU Surface Treatment (Local Streets 25,000+SY)    | SY   |  |  |  |  |
| 261  | Furnish and Install PMMRTU Rubberized Asphalt Emulsion Sealcoat (minimum 5,000 SY) | SY   |  |  |  |  |
| 262  | Furnish and Install GuardTop Ultra or Approved Equal Sealcoat (minimum 5,000 SY)   | SY   |  |  |  |  |
| 263  | Furnish and Install Single Asphalt Chip Seal (Minimum 25,000+ SY)                  | SY   |  |  |  |  |
| 264  | Furnish and Install Double Asphalt Chip Seal (Minimum 25,000+ SY)                  | SY   |  |  |  |  |
| 265  | Furnish and Install Polymer Modified Asphalt Chip Seal (Minimum 25,000+ SY)        | SY   |  |  |  |  |



# JOC PRICE BOOK - STREETS TRANSPORTATION

| Item   | Description  | Unit |  |  |  |  |
|--|--|------|--|--|--|--|
| 266  | Furnish and Install Polymer Terminal Blend Asphalt Rubber Chip Seal (Minimum 25,000+ SY) | SY   |  |  |  |  |
| 267  | Furnish and Install Decorative Asphalt Stamping and Coating (0-500 SF)                   | SF   |  |  |  |  |
| 268  | Furnish and Install Decorative Asphalt Stamping and Coating (501-1500 SF)                | SF   |  |  |  |  |
| 269  | Furnish and Install Decorative Asphalt Stamping and Coating (1501-2500 SF)               | SF   |  |  |  |  |
| 270  | Furnish and Install Decorative Asphalt Stamping and Coating (2501-5000 SF)               | SF   |  |  |  |  |
| 271  | Furnish and Install Decorative Asphalt Stamping and Coating (5000+ SF)                   | SF   |  |  |  |  |
| 272  | Recoat Stamped Decorative Asphalt  | SF   |  |  |  |  |
| 273  | Valve Frame and Cover Adjustment, Arterial and Collector Streets                         | EA   |  |  |  |  |
| 274  | Manhole Frame and Cover Adjustment, Arterial and Collector Streets                       | EA   |  |  |  |  |
| 275  | Valve Frame and Cover Adjustment, Residential Streets                                    | EA   |  |  |  |  |
| 276  | Manhole Frame and Cover Adjustment, Residential Streets                                  | EA   |  |  |  |  |
| 277  | Furnish and Install Type A Survey Monument, Arterial and Collector Streets               | EA   |  |  |  |  |
| 278  | Furnish and Install Type A Survey Monument, Residential Streets                          | EA   |  |  |  |  |
| 279  | Furnish and Install Type B Survey Monument/Includes RLS Survey, Residential Street       | EA   |  |  |  |  |
| 280  | Utility Pothole, MAG Standard Detail 212, Type B   | EA   |  |  |  |  |
| <b>Price Book Line Items for Landscaping</b>                   |  |      |  |  |  |  |
| 281  | Furnish and Install 1/2" minus Screened Decomposed Granite, 2" Thick                     | SY   |  |  |  |  |
| 282  | Furnish and Install 24" Box Tree   | EA   |  |  |  |  |
| 283  | Furnish and Install 36" Box Tree   | EA   |  |  |  |  |
| 284  | Furnish and Install 5 Gal Shrub  | EA   |  |  |  |  |
| 285  | Furnish and Install 15 Gal Shrub   | EA   |  |  |  |  |
| <b>Price Book Line Items for Pavement Markings and Signing</b> |  |      |  |  |  |  |
| 286  | Furnish and Install 4" Solid White or Yellow Thermoplastic Markings                      | LF   |  |  |  |  |
| 287  | Furnish and Install 4" Solid White or Yellow Painted Markings                            | LF   |  |  |  |  |
| 288  | Furnish and Install 6" Solid White or Yellow Thermoplastic Markings                      | LF   |  |  |  |  |
| 289  | Furnish and Install 6" Solid White or Yellow Painted Markings                            | LF   |  |  |  |  |
| 290  | Furnish and Install 8" Solid White or Yellow Thermoplastic Markings                      | LF   |  |  |  |  |
| 291  | Furnish and Install 8" Solid White or Yellow Painted Markings                            | LF   |  |  |  |  |
| 292  | Furnish and Install 12" Solid White or Yellow Thermoplastic Markings                     | LF   |  |  |  |  |

# JOC PRICE BOOK - STREETS TRANSPORTATION

| Item  | Description  | Unit |  |  |  |  |
|---|--|------|--|--|--|--|
| 293   | Furnish and Install 12" Solid White or Yellow Painted Markings   | LF   |  |  |  |  |
| 294   | Furnish and Install 18" Solid White Thermoplastic Markings   | LF   |  |  |  |  |
| 295   | Furnish and Install 18" Solid White Painted Markings   | LF   |  |  |  |  |
| 296   | Furnish and Install Thermoplastic Arrow or Symbol Markings   | EA   |  |  |  |  |
| 297   | Furnish and Install Raised Reflective Pavement Markers   | EA   |  |  |  |  |
| 298   | Furnish and Install Large Channel Markers (Dagmars)  | EA   |  |  |  |  |
| 299   | Obliterate Existing Striping   | LF   |  |  |  |  |
| 300   | Obliterate Existing Arrow or Symbol Markings   | EA   |  |  |  |  |
| 301   | Furnish and Install Roadway Sign Panels  | SF   |  |  |  |  |
| 302   | Furnish and Install Roadway Sign Post, TOG Standard Detail GIL-227   | LF   |  |  |  |  |
| 303   | Furnish and Install Roadway Sign Foundation, TOG Standard Detail GIL-227   | EA   |  |  |  |  |
| 304   | Remove and Salvage Existing Signs, Posts and Foundations   | EA   |  |  |  |  |
| <b>Price Book Line Item for Survey and Staking</b>                      |  |      |  |  |  |  |
| 305   | Contractor Provided Survey and Staking (All Equipment and Material at Site)  | HR   |  |  |  |  |
| <b>Price Book Line Items for Street Light Installation and Removals</b> |  |      |  |  |  |  |
| 306   | Furnish and Install "Median - 35' High" GIL-905 Arterial Street Light Pole, Mast Arm, Wiring from Junction Box and Hardware  | EA   |  |  |  |  |
| 307   | Furnish and Install "Median - 40' High" GIL-906 Arterial Street Light Pole, Mast Arm, Wiring from Junction Box and Hardware  | EA   |  |  |  |  |
| 308   | Furnish and Install "Behind Curb - 32' High" GIL-902 Arterial Street Light Pole, Mast Arm, Wiring from Junction Box and Hardware   | EA   |  |  |  |  |
| 309   | Furnish and Install "Behind Curb - 40' High" GIL-901 Arterial Street Light Pole, Mast Arm, Wiring from Junction Box and Hardware   | EA   |  |  |  |  |
| 310   | Furnish and Install "Collector - 32' High" GIL-901 Street Light Pole, Mast Arm, Wiring from Junction Box and Hardware  | EA   |  |  |  |  |
| 311   | Furnish and Install "Local / Residential - 32' High" GIL-901 Street Light Pole, Mast Arm, Wiring from Junction Box and Hardware  | EA   |  |  |  |  |
| 312   | Remove Existing Direct Buried Pole and Furnish and Install "Median - 41'-6" High" GIL-931 Direct Buried Arterial Street Light Pole, Mast Arm, Wiring from Existing Junction Box and Hardware | EA   |  |  |  |  |

# JOC PRICE BOOK - STREETS TRANSPORTATION

| Item | Description   | Unit |  |  |  |  |
|------|---|------|--|--|--|--|
| 313  | Remove Existing Direct Buried Pole and Furnish and Install "Median - 46'-6" High" GIL-931 Direct Buried Arterial Street Light Pole, Mast Arm, Wiring from Existing Junction Box and Hardware      | EA   |  |  |  |  |
| 314  | Remove Existing Direct Buried Pole and Furnish and Install "Behind Curb - 38'-6" High" GIL-930 Direct Buried Arterial Street Light Pole, Mast Arm, Wiring from Existing Junction Box and Hardware | EA   |  |  |  |  |
| 315  | Remove Existing Direct Buried Pole and Furnish and Install "Behind Curb - 46'-6" High" GIL-930 Direct Buried Arterial Street Light Pole, Mast Arm, Wiring from Existing Junction Box and Hardware | EA   |  |  |  |  |
| 316  | Remove Existing Direct Buried Pole and Furnish and Install "Collector - 38'-6" High" GIL-930 Direct Buried Street Light Pole, Mast Arm, Wiring from Existing Junction Box and Hardware            | EA   |  |  |  |  |
| 317  | Remove Existing Direct Buried Pole and Furnish and Install " Local / Residential - 38'-6" High" GIL-930 Direct Buried Street Light Pole, Mast Arm, Wiring from Existing Junction Box and Hardware | EA   |  |  |  |  |
| 318  | Furnish and Install LED Luminaire (48W to 80W) and Hardware   | EA   |  |  |  |  |
| 319  | Furnish and Install LED Luminaire (81W to 160W) and Hardware  | EA   |  |  |  |  |
| 320  | Furnish and Install new Junction Box, Lid and Grounding Rod   | EA   |  |  |  |  |
| 321  | Install Utility Company Furnished Junction Box and Lid  | EA   |  |  |  |  |
| 322  | Furnish and Install Concrete "Arterial - Median" Street Light Foundation with Grounding Wire and Plate, Anchor Bolts, Conduit and Reinforcement   | EA   |  |  |  |  |
| 323  | Furnish and Install Concrete "Arterial - Behind Curb" Street Light Foundation with Grounding Wire and Plate, Anchor Bolts, Conduit and Reinforcement  | EA   |  |  |  |  |
| 324  | Furnish and Install Concrete "Collector" Street Light Foundation with Grounding Wire and Plate, Anchor Bolts, Conduit and Reinforcement.  | EA   |  |  |  |  |
| 325  | Furnish and Install Concrete "Local / Residential" Street Light Foundation with Grounding Wire and Plate, Anchor Bolts, Conduit and Reinforcement.  | EA   |  |  |  |  |
| 326  | Remove Direct Buried "Residential" and "Collector" Street Light Pole, Mast Arm, Luminaire, Hardware and Backfill and/or Grade with Proper Material  | EA   |  |  |  |  |
| 327  | Remove Direct Buried "Median or Behind Curb Arterial" Street Light Pole, Mast Arm, Luminaire, Hardware and Backfill and/or Grade with Proper Material   | EA   |  |  |  |  |



# JOC PRICE BOOK - STREETS TRANSPORTATION

| Item                    | Description   | Unit  |  |  |  |  |
|-------------------------|---|-------|--|--|--|--|
| 328                     | Remove "Residential" and "Collector" Street Light Pole, Mast Arm, Luminaire and Hardware        | EA    |  |  |  |  |
| 329                     | Remove "Median or Behind Curb Arterial" Street Light Pole, Mast Arm, Luminaire and Hardware     | EA    |  |  |  |  |
| 330                     | Remove Existing Concrete Street Light Foundation and Backfill and/or Grade with Proper Material | EA    |  |  |  |  |
| 331                     | Install TOG Furnished Direct Buried Street Light Pole, Mast Arm, Luminaire and Hardware         | EA    |  |  |  |  |
| 332                     | Install TOG Furnished Foundation Mounted Street Light Pole, Mast Arm, Luminaire and Hardware    | EA    |  |  |  |  |
| 333                     | Remove and Dispose Concrete Foundations   | EA    |  |  |  |  |
| <b>Negotiated Items</b> |   |       |  |  |  |  |
| 334                     | Traffic Control For Arterial Streets  | L Sum |  |  |  |  |
| 335                     | Remove and Salvage Concrete Pavers  | SF    |  |  |  |  |
| 336                     | Remove and Dispose of Concrete Pavers   | SF    |  |  |  |  |
| 337                     | Furnish and Install Concrete Pavers   | SF    |  |  |  |  |
| 338                     | Furnish and Install Bus Shelter   | EA    |  |  |  |  |
| 339                     | Full Depth Asphalt Milling  | SY    |  |  |  |  |
| 340                     | Edge Line Asphalt Taper Mill  | SF    |  |  |  |  |
| 341                     | Excavation and Backfill   | CY    |  |  |  |  |
| 342                     | Subgrade Preparation  | SY    |  |  |  |  |
| 343                     | Fill Construction   | CY    |  |  |  |  |
| 344                     | Contractor Provided Material Testing  | NEG.  |  |  |  |  |
| 345                     | Landscaping   | LS    |  |  |  |  |
| 346                     | Remove and Replace Existing Water Line (8", 10", 12", 16" and 24") In Residential Street        | LF    |  |  |  |  |
| 347                     | Remove and Replace Existing Sewer Line (6", 8", 10", 12", 16" and 24") In Residential Street    | LF    |  |  |  |  |
| 348                     | Remove and Replace Existing Water Line (8", 10", 12", 16" and 24") In Arterial Street           | LF    |  |  |  |  |
| 349                     | Remove and Replace Existing Sewer Line (6", 8", 10", 12", 16" and 24") In Arterial Street       | LF    |  |  |  |  |

# JOC PRICE BOOK - STREETS TRANSPORTATION

| Item | Description  | Unit |  |  |  |  |
|------|--|------|--|--|--|--|
| 350  | Remove and Replace Existing Water Service Less than 2" Diameter  | LF   |  |  |  |  |
| 351  | Remove and Replace Existing Water Service 2" Diameter or Greater | LF   |  |  |  |  |
| 352  | Remove and Replace Domestic Waste Water Service                  | LF   |  |  |  |  |
| 353  | Remove and Replace Commercial Waste Water Service                | LF   |  |  |  |  |

**APPENDIX D**

**JOB ORDER**

Date: \_\_\_\_\_  
 Project Number: \_\_\_\_\_  
 Contractor's Name: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Contract No: \_\_\_\_\_  
 Job Order No.: \_\_\_\_\_  
 Scope of Work/Technical Specifications/Drawings See Attachment 1  
 Location of Work: \_\_\_\_\_  
 Total Cost for Job Order: \_\_\_\_\_  
 Completion Date/Schedule: \_\_\_\_\_  
 Submittal Requirements: See Attachment 2  
 Other: \_\_\_\_\_

Payment Submittal Requirements: The Payment submittal will be monthly and will be on the Town of Gilbert form attached to this Job Order. It shall identify the percent of work complete and the percent of payment requested.

Approved By: \_\_\_\_\_  
CONTRACTOR

Approved By: \_\_\_\_\_  
Authorized Town Representative

Approved By: \_\_\_\_\_  
Town of Gilbert

**POLICY STATEMENT NO. 2010-04**

**SUBJECT: Protest Policy**

**DATE: November 18, 2010**

**P O L I C Y   S T A T E M E N T**

**SUBJECT: Procedures for Protest of Selections and Contract Awards for Professional Services and Construction Services for Capital Improvement Projects**

WHEREAS, Arizona Revised Statutes Section 34-603 requires that the Town of Gilbert formally adopt a protest policy for certain public works projects; and

WHEREAS, the Town Council desires to formally adopt a protest policy that sets forth procedures submittal and processing protests of selections and contract awards for professional services and construction services for capital improvement projects.

NOW, THEREFORE, the following policy is hereby established:

**I. Protest of Selections and Contract Awards**

- A. An unsuccessful proposer or bidder (“Protester”) in a solicitation for professional services or construction services in a capital improvement project may protest a selection or contract award in accordance with this policy.
- B. The Protester shall file the protest in writing (“Protest”) with the Town Engineer within 72 hours after Gilbert issues its Notice of Apparent Low Bidder or its Notice of Recommended Selection and shall include the following information:
  - 1. The name, address and telephone number of the Protester;
  - 2. The signature of the Protester or its authorized representative, which authorization shall be included in the protest;
  - 3. Capital Improvement Project Number and Contract Number;
  - 4. A detailed statement of the legal and factual grounds of the Protest, including copies of relevant documents.

**II. Town Engineer evaluation of protest.**

- A. The Town Engineer shall evaluate all Protests and shall issue a written recommendation to the Gilbert Town Council (“Recommendation”) within 72 hours after a Protest has been filed. The Recommendation shall contain the basis for the Recommendation and a statement that the Recommendation may be appealed to the Assistant Town Manager for Development Services within 72 hours from receipt by the Protester of the Recommendation.

- B. If the Town Engineer upholds the Protest, the apparent low bidder as set forth in the Notice of Apparent Low Bidder or the selected firm as set forth in the Notice of Recommended Selection (both referred to as the "Selected Party") may appeal the Recommendation pursuant to Section III below.
- C. If the Town Engineer denies the Protest the Protester may appeal the Recommendation pursuant to Section III below.
- D. If the Town Engineer fails to issue a Recommendation within 72 hours, the Protester may proceed as if the Town Engineer had denied the Protest.

**III. Appeals of the Recommendation of Town Engineer**

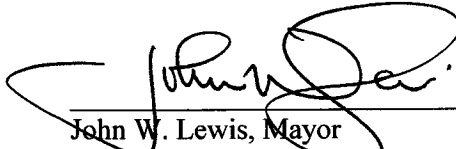
- A. A Protester or Selected Party may appeal the Recommendation to the Assistant Town Manager for Development Services within 72 hours after the date the Recommendation is received.
- B. The appeal shall be in writing and shall include the following Information:
  - 1. The information prescribed in Section I(B) above;
  - 2. A copy of the Recommendation; and
  - 3. The precise factual or legal error in the Recommendation from which an appeal is made.

**IV. Evaluation of Appeal by Assistant Town Manager**

- A. The Assistant Town Manager shall evaluate the appeal and shall render a final recommendation ("Appeal Recommendation").
- B. The Assistant Town Manager shall notify the Protester and the Selected Party in writing of the Appeal Recommendation and the date of the meeting at which the Gilbert Town Council will make the final vote on award of the contract.

**V. Selection and Contract Award**

The Gilbert Town Council shall make the final decision on the contract award at a public meeting.

  
\_\_\_\_\_  
John W. Lewis, Mayor

ATTEST:  
  
\_\_\_\_\_  
Catherine A. Templeton, Town Clerk