

SPECIFICATIONS  
AND  
CONTRACT DOCUMENTS

FOR

BERNEIL DRAINAGE DITCH IMPROVEMENTS  
FROM INDIAN BEND WASH  
TO MOUNTAIN VIEW ROAD

PROJECT 83-2-D

PARADISE VALLEY

ARIZONA

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INTERNATIONAL ENGINEERING COMPANY, INC.  
2966 W. Clarendon Avenue  
Phoenix, Arizona 85017

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NOTICE INVITING PROPOSALS OR BIDS

NOTICE IS HEREBY GIVEN that the Town of Paradise Valley, Maricopa County, State of Arizona, ordered: the construction of Improvements to Berneil Drainage Ditch from Indian Bend Wash to Mountain View Road.

SEALED BIDS WILL BE RECEIVED until 10:00 A.M., \_\_\_\_\_

\_\_\_\_\_ by the Town Clerk in the Paradise Valley Town Hall, 6401 East Lincoln Drive, Paradise Valley, Arizona. At this time, the bids will be publicly opened and read aloud for furnishing all materials, equipment and labor and performing all the work necessary for the construction of Improvements to Berneil Drainage Ditch from Indian Bend Wash to Mountain View Road. The principal Items of work include approximately 14,000 CY of ditch excavation and 50,000 square yards of shotcrete ditch lining.

The Town reserves the right, as the interest of the owner may require, to reject any and all bids, to waive any informality in bids received, and to accept, increase or reduce the quantities of any or all items of any bid, unless the bidder qualified such bid by specific limitation, and reserves the right to reject the bid of any person who has been delinquent or unfaithful to any contract with the Town of Paradise Valley.

Plans, specifications and proposal forms may be obtained from the office of the Engineer at 2966 West Clarendon Avenue, Phoenix, Arizona, for a sum of \$25.00 Dollars. This fee is nonrefundable. For those contractors interested in purchasing plans and specifications by mail, there will be an additional advance charge of \$5.00 to cover postage and handling. Therefore, a check made payable to the International Engineering Company, Inc. in the amount of \$30.00 should accompany your request.

Pursuant to the Statutes of the State of Arizona, the wage rates paid all laborers, workmen and mechanics employed in the execution of the contract shall be in accordance with the rates of the latest "Arizona Prevailing Wage Scale" of the Industrial Commission of Arizona, applicable to the location at which the work is to be performed. Wage rates as determined above shall be considered as minimum rates only.

Each bid shall be made out on the proposal form which is attached to the Specifications; shall be accompanied by a bid

bond acceptable to the Town of Paradise Valley for penal sum of not less than ten percent (10%) of the amount of the bid made payable to the order of the Town of Paradise Valley.

Bids shall be marked:

Bid of \_\_\_\_\_, contractor, for the construction of Berneil Drainage Ditch Improvements from Indian Bend Wash to Mountain View Road.

Bids received after the time and date specified above will be returned unopened to the bidder. A bid may be withdrawn prior to the time set for opening of bids. No bid may be withdrawn for a period of thirty (30) days after the date set for receipts for bids.

TOWN OF PARADISE VALLEY, ARIZONA

By \_\_\_\_\_

NOTICE OF AWARD

To: \_\_\_\_\_ PROJECT DESCRIPTION: Project 83-2-D  
\_\_\_\_\_ Berneil Ditch Improvements  
\_\_\_\_\_ Indian Bend Wash to  
Mountain View Road

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 19\_\_ and Information for Bidders.

You are hereby notified that your BID has been accepted by the Town Council for items in the amount of \$ \_\_\_\_\_

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

TOWN OF PARADISE VALLEY

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

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

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD  
is hereby acknowledged

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
May Commission Expires

NOTICE TO PROCEED

TO \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

In accordance with the Agreement, Dated \_\_\_\_\_,  
19\_\_\_, you are hereby notified to COMMENCE WORK ON \_\_\_\_\_  
\_\_\_\_\_, 19\_\_\_ and you are to COMPLETE THE WORK within  
\_\_\_\_\_ consecutive calendar days thereafter.

The date of COMPLETION OF ALL WORK is therefore \_\_\_\_\_,  
19\_\_\_. Official time extensions thereto shall be considered  
and authorized in strict conformance with the applicable Gen-  
eral Conditions of the Standard Specifications.

TOWN OF PARADISE VALLEY

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

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD  
is hereby acknowledged

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
May Commission Expires

## INFORMATION FOR BIDDERS

### GENERAL

Plans, specifications, and proposal forms may be obtained from the Engineer at 2966 West Clarendon Avenue, Phoenix, Arizona 85017, upon the payment of \$25.00 Dollars. There will be no refund for plans returned.

### BONDS REQUIRED

- a) Each proposal shall be accompanied by a certified check, or bid bond, acceptable to the Town, in an amount equal to at least ten (10%) percent of the total amount of the proposal, payable without condition to the Town as a guarantee that the bidder, if awarded the contract, will promptly execute such contract in accordance with the proposal and in manner and form required by the Contract Documents, and will furnish good and sufficient bond for the faithful performance of the same.
- b) Bonds in the following amounts will be required at the time of executing the formal contract:
  - (1) Performance Bond - One Hundred (100%) percent of the contract price.
  - (2) Payment Bond - One Hundred (100%) percent of the contract price.

### EXECUTION OF CONTRACT

The Contractor shall execute the contract with the Town of Paradise Valley within ten (10) days after receiving the Notice of Award for the contract.

### START AND COMPLETION OF WORK

Work shall start within five (5) days after issuance of NOTICE TO PROCEED and shall be completed within Ninety (90) calendar days after such issuance.

### MEASUREMENT AND PAYMENT

- a) Measurement and payment for all Pay Items in the "Proposal" shall be as indicated in the applicable standard specification and/or in the "Special Provisions".
- b) Measurement of the various items in the "Proposal" shall be of each item of completed work with no allowances for waste.

- c) Payment for various items in the "Proposal" will be made at the unit price bid in the "Proposal" and shall be compensation in full for furnishing all materials, labor, tools, equipment, and appurtenances necessary to complete the work in a satisfactory manner as shown on the plans and as specified, with connections, testing and related work completed. Each item, fixture, piece of equipment, etc., shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item. No additional payment will be made for work related to any item unless specifically called for in the "Proposal".
- d) Final payment shall be made within forty (40) days after submittal of a final invoice and a Contractor's Affidavit regarding settlement of claims. The above Affidavit shall be submitted on forms acceptable to or provided by the Town.

#### STANDARD DETAILS AND SPECIFICATIONS

Unless otherwise noted, construction of this Project shall be in accordance with all applicable Maricopa Association of Governments' (MAG) Uniform Standard Specifications and Standard Details for Public Works Construction, latest revision, which may be obtained at the Office of the Maricopa Association of Governments, 1820 W. Washington, Phoenix, Arizona.

#### SUBMITTING BIDS

No bid will be considered unless it is made upon the "Proposal" forms contained in and submitted with the Project Specification. No book of specifications shall be disassembled.

#### PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER

The successful bidder may obtain five (5) sets of Plans and Specifications for this project from the Office of the Engineer at no additional cost. Extra copies will be provided at the cost specified in the Notice Inviting Proposals or Bids.

CONTRACTOR'S INSURANCE COVERAGE

A. The contractor shall furnish satisfactory proof of coverage of insurance, and shall submit to the Engineer a Certificate of insurance acceptable to the Town. Neither the contractor nor any subcontractor shall commence work under this contract until the Town has received and approved the insurance as shown on the Certificate of Insurance.

a. Compensation Insurance: The Contractor shall secure and maintain during the life of the contract, Workmen's Compensation Insurance for all of his employees at the site of the project, and in case of any of the work is sublet, the Contractor shall require each subcontractor similarly to provide Workmen's Compensation Insurance for his employees unless such employees engaged are covered by the Contractor. In the event any class of employees engaged in the work under this contract at the site of the project is not protected by Workmen's Compensation Statute, the Contractor shall provide and similarly shall cause each subcontractor to provide special insurance for the protection of such employees not otherwise protected.

b. Public Liability and Property Damage Insurance: The Contractor shall take out, and maintain during the life of this Contract, such public liability and property damage insurance, both general and automobile liability, as shall protect him, any subcontractor performing work under this contract and the Town of Paradise Valley from all claims for bodily injury, including accidental death, as well as for all claims for property damage arising from operations under this contract - whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor agrees to include the Town of Paradise Valley as an additional insured in all of the insurance policies required under this contract and such insurance shall be primary.

The minimum limits required are:

Workmen's Compensation Insurance shall be secured and maintained in accordance with the Workmen's Compensation Law of Arizona.

Comprehensive General Liability Insurance including broad form property damage, premises-operations, independent contractors, contractual, and automobile liability shall be secured and maintained in an amount not less than \$500,000 each occurrence for bodily injury and \$100,000 each accident for property damage.

The general contractor subletting any part of the work awarded to him shall provide a contingent liability policy in the same amount as provided for his public liability insurance.

c. Policy shall Include Coverage For:

1. Damage caused by blasting
2. Damage caused by collapse or structural injury
3. Damage to underground utilities

Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with insured operations.

All owned, hired or non-owned automotive equipment used in connection with the insured operation.

d. When the project includes construction of a new, or modification of an existing building (in addition to the above types):

Fire and Extended Coverage plus Vandalism and Malicious Mischief for the Full Amount of the Contract, less costs for any foundation, underground utilities and/or landscaping, with the Town of Paradise Valley named as an additional insured.

e. It is agreed that none of these policies will be cancelled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been completed and the project has been accepted by the Town of Paradise Valley. (If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the Town of Paradise Valley not less than five days prior to expiration date.)

f. The Contractor hereby agrees to and shall indemnify, defend and save harmless the Town of Paradise Valley and any jurisdiction or agency issuing permits for any

work included in the project, their officers, agents and representatives from all suites, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, on account of any act or omission by the contractor or his agents, or from any claims or amounts arising or recovered under Workmen's Compensation laws or any other law, by-law, ordinance, or order or decree.

SUBCONTRACTOR'S LIST

The Contractor shall provide a list of subcontractors as per section 102.6 of the standard specifications.

## GENERAL CONDITIONS

### 1. SCOPE

The work covered by these specifications consists of furnishing all plant, labor, equipment, materials for construction of Improvements to Berneil Drainage Ditch from Indian Bend Wash to Mountain View Road in accordance with the "STANDARD SPECIFICATIONS & DETAILS, "THE GENERAL CONDITIONS" and the "SPECIAL PROVISIONS." The drawings which show the details of the work specified herein are designated as the "PLANS" and form an integral part of the contract documents.

In the event of any conflict between the "GENERAL CONDITIONS AND SPECIAL PROVISIONS" and the requirements of the "STANDARD SPECIFICATIONS AND DETAILS" or "PLANS," these "GENERAL CONDITIONS AND SPECIAL PROVISIONS" shall prevail.

### 2. STANDARD SPECIFICATIONS AND DETAILS

Construction of this project and all work done under this Contract shall be in accordance with these specifications and all applicable UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION sponsored and distributed by Maricopa Association of Governments (MAG) called for on the plans and supplements thereto in force at the time of bid advertisement, which shall be referred to hereinafter as the "STANDARD SPECIFICATIONS." In all cases where accepted Standards (AWWA, ANSI, AASHO, ADOT/AHD, ASTM, etc.) are referred to in the "STANDARD SPECIFICATIONS," or "SPECIAL PROVISIONS" the latest revisions as of bid advertisement shall prevail. Copies of the STANDARD SPECIFICATIONS AND DETAILS may be obtained at the MAG Office at 1820 West Washington, Phoenix, Arizona, for a charge of fifteen dollars (\$15.00) and ten dollars (\$10.00) respectively. The GENERAL CONDITIONS and SPECIAL PROVISIONS of these specifications provide for the supplementation, modification and/or amendments to the STANDARD SPECIFICATIONS.

### 3. DEFINITIONS

Definitions shall be as stated in Section 101.2 of the "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION," Maricopa Association of Governments, with the following additions:

Engineer: International Engineering Company, Inc.

Owner: Town of Paradise Valley

4. CONSTRUCTION PRACTICE

All construction practices and procedures shall conform to Section 107 of the Contract Works Hours and Safety Standards Act (86 Stat. 96; 40 USC 327). The latest revisions shall prevail.

5. RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify, defend and save harmless the Town and its officers, agents, or representatives from all suits, actions, loss, damage, expense, costs, or claims of any character or any nature brought on account of any injuries or damages sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement or on account of any act or omission by the Contractor or his agents or from any claims or amounts arising or recovered under Workmen's Compensation laws or any other law, by-law, ordinance, or order or decree.

6. INSPECTION

- A) Inspectors may be stationed on the work to report to the Engineer as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that material furnished and work performed by the Contractor fail to fulfill the requirements of the specifications and contract. The Inspector may direct the attention of the Contractor to such failure or infringement but such inspection shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed construction that is satisfactory in very particular.
- B) In case of any dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the Engineer. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

- C) Inspection or supervision by the Engineer shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility to the Contractor's foreman and superintendent.

7. HINDRANCES AND DELAYS

No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of any portion of the work embraced in this contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time, allowed for the delay, the amount of the delay to be determined by the Engineer, provided the Contractor will give the Engineer immediate notice in writing of the cause of such delay.

8. LIQUIDATED DAMAGES AND EXTENSION OF COMPLETION TIME

M.A.G. Specification 108.9 and 108.7 shall apply.

9. LOSSES AND DAMAGES

All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.

10. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the Engineer. Estimate of partial payment on work so completed shall not release the Contractor from such responsibility, but he shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

11. CLEANUP

After all work under the contract is completed, the Contractor shall remove all loose concrete, lumber, wire,

reinforcing, debris and other materials not incorporated in the work from the site of the work.

12. FINAL ACCEPTANCE

"Final Acceptance" shall mean a written final acceptance of the work by the Engineer. The Engineer or his authorized representative shall make the final acceptance promptly after all work under the contract has been completed in accordance with the contract documents and after final inspection.

13. RIGHTS OF WAY

The Contractor, at his own expense, is responsible for the acquisition of any necessary temporary easements for construction purposes which are required in addition to existing easements and/or rights of way.

14. INTERPRETATION OF GENERAL CONDITIONS

In the General Conditions wherever the Town is referred to it shall be understood that the Town is the Town of Paradise Valley.

15. DUST PREVENTION

The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of the Engineer, in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations." This is not a pay item.

16. DAMAGED DOMESTIC WATER LINES

Any water lines damaged during construction shall be replaced at the Contractor's expense as per the requirements of the M.A.G. Specifications.

17. DAMAGED SEWER LINES

Any sanitary sewer lines damaged during construction shall be replaced by a contractor properly licensed to install sanitary sewers. All work shall be done as per standard M.A.G. Specifications.

18. DUMPING AND DISPOSAL OF WASTE

The Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the Contractor.

19. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

20. PAYROLL RECORDS

a) Payrolls and basic payroll records will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid.

b) The Contractor and each subcontractor shall furnish the Engineer within seven days after the regular payment date of the weekly payroll period, a statement with

respect to wages paid to each of the contractor's employees. The copy shall be accompanied by a statement indicating that the payrolls are correct and complete. The definition of "employee" shall not apply to persons in classifications higher than that of laborers or mechanics and those who are the immediate supervisors of such employees.

21. SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who is designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR AND ALL COMMUNICATIONS GIVEN TO THE SUPERVISOR SHALL BE AS BINDING AS IF GIVEN TO THE CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

22. CHANGES IN THE WORK

The ENGINEER may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within three (3) days after the receipt of the ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

23. CHANGES IN CONTRACT PRICE

The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any work covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE SHALL be determined by one or more of the following methods in the order of precedence listed below:

- a) Unit prices previously approved.
- b) An agreed lump sum.

An agreed lump sum price will be determined by issuance of a bulletin requesting a cost estimate for additional or deleted work for the project. The contractor hereby agrees to execute and return the bulletin to the Owner seven (7) working days after the date of the bulletin. Non-compliance will result in the establishment of the "lump sum" cost solely by the Owner.

24. CONSTRUCTION STAKES

Survey stakes and marks required for the completion of the construction shown on the plans and described in these specifications will be furnished by the Owner at no expense to the contractor.

Construction stakes will be set one time only at no cost to the contractor. The Contractor shall be held responsible for the preservation of all stakes and marks, and if, in the opinion of the Engineer, any of the survey stakes or marks have been carelessly or willfully destroyed or disturbed, the cost to the Owner for replacing them shall be charged to the Contractor and shall be deducted from the payment for the work.

25. TESTING OF MATERIALS

All tests shall be made and results certified by an independent laboratory designated by the Engineer. The Contractor shall pay for all tests required to certify the suitability of materials. The Town of Paradise Valley will arrange and pay for required construction tests on a one time basis. Additional tests or retests required as a result of initial test rejections or failures, will be paid for by the Contractor.

Rejected materials shall be immediately removed from the site and shall not be used in any form for any other part of the work.

26. METHOD OF MEASUREMENT AND PAYMENT FOR PAY ITEMS

Measurements and payment for all bid items in the "PROPOSAL FORM" shall be as described in the STANDARD SPECIFICATIONS, subject to the following:

- a) Payment for each item shall constitute payment in full for the furnishing of all excavation, back filling, materials, equipment, appurtenances, labor, and

tools necessary to provide a complete finished, and serviceable project, as shown by the Plans and described in these Specifications. Each item shall be complete with all necessary connections, testing, and related work accomplished to provide for the satisfactory use and/or operation of the item.

- b) No additional payments will be made for incidental work related to any items unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.
- c) Measurement of the completed work will be made in place, with no allowance for waste, and as may be more particularly described in the description of the various items of work. Ten (10) percent of the amount of each progress pay estimate shall be retained until final acceptance of all work.

27. APPROVED EQUALS AND ADDITIONAL ENGINEERING COSTS

Plans and specifications may contain references to equipment and/or materials (patented or unpatented) or "approved equal(s)." Such references shall be regarded as establishing a standard of equality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction inherent to the project design. Such reference shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute, item or source as an approved equal will be permitted, subject to the following procedure:

- 1) No consideration will be given a request for substitution prior to award of contract.
- 2) After award and to permit consideration and approval without delaying the work, the Contractor shall submit a written request for substitution to the Engineer. The request shall include all information necessary for proof of equality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The Contractor shall submit additional information and/or samples when required.

## SPECIAL PROVISIONS & CONSTRUCTION DETAILS

### 1.0 SURFACE DRAINAGE

The Contractor is alerted to the fact the construction site is subject to inundation from storm water and waste water.

The Contractor should take all necessary precautions to safeguard his operations during construction. Any damage as the result of flooding, regardless of the source, shall be the sole responsibility of the Contractor.

### 2.0 GRADING

Unless otherwise provided in these Special Provisions grading of the channel shall conform to Section 205 of the Standard Specifications.

Prior to the beginning of excavation all organic material within the limits of excavation or embankment shall be removed and disposed of.

The existing canal shall be graded and shaped to conform to the cross-sections and profiles shown on the plans. The top one (1) foot of soil under the area to be lined shall be compacted to 95% of its maximum density as determined in accordance with ASTM D-698. The soil shall have a moisture content between optimum and three (3) percent above optimum at the time of compaction. The highly cemented material found in the bottom of the canal need not be recompacted. 7  
+ or -

Excavated material not needed in the work shall become the property of the Contractor and shall be removed and disposed of at an offsite location.

### MEASUREMENT AND PAYMENT

Unless major revisions to the line and grade which will increase or decrease the excavation quantities ten (10) percent or more are directed to be made by the Engineer final payment will be made for the quantity of excavation shown on the bidding schedule. No additional payment will be made for embankment or compaction.

### 3.0 REMOVAL OF UNSUITABLE EXCAVATION MATERIAL

Material encountered in the grading operation determined by the Engineer to be unsuitable for a foundation for the lining shall be removed and disposed of at an offsite location. Replacement of the wasted material shall be

from on-site sandy silty clay soil approved by the Engineer. The backfill material shall be placed in layers not to exceed 6" compacted thickness and compacted to 95% of its maximum dry density as determined in accordance with ASTM D-695. The soil shall have a moisture content between optimum and three (3) percent above optimum at the time of compaction.

#### MEASUREMENT AND PAYMENT

Removal of unsuitable material shall be paid for by the cubic yard for material actually excavated below the lower surface of the lining as shown on the plans. The price shall include the backfilling and compaction of the excavation.

#### 4.0 REMOVE HEADWALLS

The existing headwalls at stations 66+18 Rt and 70+35 Lt shall be removed and disposed of at an offsite location. The existing pipe shall be extended with new pipe of the same diameter and beveled to conform to the finished slope of the ditch lining.

#### MEASUREMENT AND PAYMENT

The removal of headwalls shall be measured and paid for per each. Pipe culverts shall be measured along of the flow line of the pipe as installed.

#### 5.0 CONCRETE CURBS

Single concrete curbs complying with Section 340 of the Standard Specifications and Standard Detail No. 222 with height demension modified as shown on the drawings shall be constructed at locations shown on the drawings or as designated by the Engineer. Curbs shall be constructed prior to the placement of the shotcrete ditch lining and shall be protected during the placement of the shotcrete.

#### 6.0 SHOTCRETE DITCH LINING

The concrete lining for the ditch shall conform to the lines and dimensions shown on the drawings. The specifications for the shotcrete shall be "State of Arizona Department of Transportation Highways Division Standard Specifications for Road and Bridge Construction" Ed. 1982. The wet process shall be used. The surface of the gunite shall have a natural gun finish except at the following locations which shall have a trowel finish:

Sta	33+42.5	-	34+44	(bottom & slopes)
	49+75	-	50+50	(ahead) (bottom & right slope)
	62+25	-	63+31	(bottom & left slope)

## MEASUREMENT AND PAYMENT

Shotcrete lining will be measured by the square yard of actual exposed surface areas placed to the required thickness.

No measurement will be made of unexposed surfaces such as support slabs at joints, integral curb faces or cut-off walls.

Payment for shotcrete will be made at the contract unit price per square yard, complete in place, including fine grading and reinforcement.

### 7.0 POWERLINE CROSSING

The Contractor is alerted to an APS underground power line crossing at Sta 66+62. The Contractor shall be responsible for contacting the utility company to assure proper clearance.

### 8.0 SIDE DRAINAGE

Where small side drainages enter the canal, shotcrete aprons shall be constructed in accordance with the drawings or as directed by the Engineer. Payment will be made by the square yard for shotcrete ditch lining.

### 9.0 CLEANUP AND DUST CONTROL

Cleanup and dust control shall be in accordance with Subsections 104.1.3 and 104.1.4 of the Standard Specifications. The footpath on the right side of the ditch shall be left with a minimum width of 10 feet, unless otherwise directed, and shall be in a smooth and compacted condition.

PROPOSAL

TOWN OF PARADISE VALLEY

PROPOSAL TO THE TOWN OF PARADISE VALLEY:

In compliance with the Advertisement for Bids, by the Town of Paradise Valley, the undersigned bidder:

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

Understands that construction of this project shall be in accordance with all applicable Uniform Standard Specifications and Standard Details except as otherwise required by the Project Plans and Special Provisions.

Understands that his proposal shall be submitted with a proposal guarantee of cash, certified check, cashier's check or surety bond for an amount not less than (10%) Ten Percent of the amount bid.

Agrees that upon receipts of Notice of Award, from the Town of Paradise Valley, he will execute the contract documents.

Work shall be completed within ninety (90) calendar days, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary material and/or equipment.

The bidder hereby acknowledges receipt of and agrees his proposal is based on the following Addenda.

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PROPOSAL

THIS PROPOSAL IS SUBMITTED BY \_\_\_\_\_  
a corporation organized under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_, a partnership consisting of \_\_\_\_\_  
or individual trading as \_\_\_\_\_  
of the City of \_\_\_\_\_.

Respectfully submitted,

FIRM: \_\_\_\_\_

ADDRESS \_\_\_\_\_

TEL NO.: \_\_\_\_\_

DATE \_\_\_\_\_ BY: \_\_\_\_\_  
OFFICER AND TITLE (SEAL)

ATTEST:

\_\_\_\_\_  
OFFICER AND TITLE

WITNESS: IF BIDDER IS AN INDIVIDUAL

BID SCHEDULE

TOWN OF PARADISE VALLEY

BERNEIL DRAINAGE DITCH IMPROVEMENTS  
FROM INDIAN BEND WASH TO MOUNTAIN VIEW ROAD

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Remove Concrete Headwalls	2	Each	\$	\$
2.	12" Corrugated Steel Pipe	10	LF		
3.	18" Corrugated Steel Pipe	10	LF		
4.	Ditch Excavation	13,850	CY		
5.	Excavation of Unsuitable Material	500	CY		
6.	3" Thick Shotcrete Ditch Lining	50,750	SY		
7.	Single Curb Type B	250	LF		
8.	Single Curb Type B (Modified)	465	LF		
Total Amount of Bid					

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
\_\_\_\_\_, as Principal; and \_\_\_\_\_  
\_\_\_\_\_, as Surety, are held and  
firmly bound unto the Town of Paradise Valley in the penal sum  
of \_\_\_\_\_ Dollars \$ \_\_\_\_\_  
lawful money of the United States of America, to be paid to the  
order of the Town of Paradise Valley, for which payment, well  
and truly to be made, we bind ourselves, our successors and  
assigns, signed with our seals and  
dated \_\_\_\_\_, 19\_\_.

The conditions of the above obligation are such that whereas  
the Town Council of the Town of Paradise Valley, on the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_, did order the following  
works to be done, to wit:

PROJECT NO. \_\_\_\_\_

WHEREAS, \_\_\_\_\_, the principal  
herein in answer to the Notice Inviting Proposals or bids  
issued by the Town of Paradise Valley, put in its bid for the  
making of said improvements.

NOW THEREFORE, if the bid of \_\_\_\_\_,  
as aforesaid be accepted by the Town Council of the Town of  
Paradise Valley, and \_\_\_\_\_

shall enter into a contract to make said improvements at the price specified in its bid, then this obligation to be void and of no effect, otherwise to remain in full force and virtue.

\_\_\_\_\_  
PRINCIPAL (SEAL)

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SURETY (SEAL)

\_\_\_\_\_  
ATTORNEY IN FACT

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

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
AGENCY ADDRESS

CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ by and between \_\_\_\_\_

\_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, party of the first part hereinafter designated the CONTRACTOR, and the Town of Paradise Valley, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, party of the second part, thereafter designated the OWNER.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said Owner, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for Project No. 83-02-D. Berneil Drainage Ditch Improvements from Indian Bend Wash to Mountain View Road defined in the contract documents and to completely and totally construct the same and install the material therein for the Owner, in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Call for Bids, Plans, Standard Specifications and Details, Special Provisions, Addenda, if any, and Proposal, as accepted by the Mayor and Council per Council Minutes of \_\_\_\_\_, 19\_\_.

Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The Contractor further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the proposal form.

ARTICLE IV - PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the Owner, through its Engineer, and to his satisfaction, the Owner agrees to pay the said Contractor the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid and/or lump sum price on the Proposal made a part hereof, and to make such payment within forty (40) days after final inspection and acceptance of the work.

IN WITNESS WHEREOF, five (5) identical counterparts of this contract each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

The Contractor agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal.

ATTEST:

\_\_\_\_\_  
(CONTRACTOR - PARTY OF THE FIRST PART)

By \_\_\_\_\_  
WITNESS: IF CONTRACT IS INDIVIDUAL NAME AND TITLE  
(CORPORATE SEAL)

TOWN OF PARADISE VALLEY  
A MUNICIPAL CORPORATION  
(OWNER - PARTY OF THE SECOND PART)

ATTEST:

By \_\_\_\_\_  
TOWN CLERK MAYOR

RECOMMEND FOR APPROVAL: APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN ENGINEER TOWN ATTORNEY

RECOMMENDED FOR APPROVAL:  
\_\_\_\_\_

CONTRACT BOND

STATUTORY PERFORMANCE BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the  
Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter  
called the Principal) as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and  
existing under the law of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_,  
(hereinafter called the Surety), as Surety, are held and firmly  
bound unto the Town of Paradise Valley, State of Arizona in the  
amount of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for the payment whereof, the said  
Principal and Surety bind themselves, and their heirs, adminis-  
trators, executors, successors and assigns, jointly and sever-  
ally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written con-  
tract with the Town of Paradise Valley, dated the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_ for \_\_\_\_\_

\_\_\_\_\_ which contract is hereby referred to and made a part hereof as  
fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that  
if the said Principal shall faithfully perform and fulfill all  
the undertakings, covenants, terms, conditions and agreements  
of said contract during the original term of said contract and  
extension thereof, with or without notice to the Surety and  
during the life of an guaranty required under the contract, and  
shall also perform and fulfill all the undertakings, covenants,  
terms, conditions, and agreements of any and all duly author-  
ized modifications of said contract that may hereafter be made,  
notice of which modifications to the Surety being hereby  
waived; then the above obligation shall be void, otherwise to  
remain in full force and effect.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

WITNESS our hands the \_\_\_\_\_ day of \_\_\_\_\_, 1982.

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

\_\_\_\_\_  
SURETY (SEAL)

BY \_\_\_\_\_

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
AGENCY ADDRESS

LABOR AND MATERIALS BOND

STATUTORY PERFORMANCE BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the  
Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter  
called the Principal) as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and  
existing under the law of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_,  
(hereinafter called the Surety), as Surety, are held and firmly  
bound unto the Town of Paradise Valley, State of Arizona  
(hereinafter called the Obligee), in the amount of

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for the payment whereof, the said  
Principal and Surety bind themselves, and their heirs, adminis-  
trators, executors, successors and assigns, jointly and sever-  
ally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written  
contract with the Obligee dated the \_\_\_\_\_ day of  
\_\_\_\_\_, 198\_\_, for \_\_\_\_\_

\_\_\_\_\_ which contract is hereby referred to and made a part hereof as  
fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that  
if the said Principal shall promptly pay all moneys due to all  
persons supplying labor or materials to him or his subcon-  
tractors in the prosecution of the work provided for in said  
contract, then this obligation shall be void, otherwise to re-  
main in full force and effect.

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

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

WITNESS our hands the \_\_\_\_\_ day of \_\_\_\_\_, 1982.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
BY

\_\_\_\_\_  
SURETY (SEAL)

\_\_\_\_\_  
BY

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
AGENCY ADDRESS

TOWN OF PARADISE VALLEY

CERTIFICATE OF INSURANCE

Project No.: \_\_\_\_\_ Project Title: \_\_\_\_\_

The \_\_\_\_\_ certifies that the listed insurance policies have been issued on behalf of

Name of Insured: \_\_\_\_\_

Address of Insured: \_\_\_\_\_

It is further certified that the Town of Paradise Valley has been named as an additional insured as is required under said contract and that the independent contractor's insurance is primary as to any claims resulting from the contract.

Required Insurance	Company(s) Name	Policy Number	Expiration Date	Minimum Limits Required
WORKERS' COMPENSATION				Statutory
GENERAL LIABILITY Comprehensive Form Premises-Operations Products/Completed Operations Contractual Broad Form Property Damage Independent Contractors				\$500,000 per occurrence Bodily Injury  \$100,000 per occurrence Property Damage
AUTOMOBILE LIABILITY Owned/Non-Owned				Same as Above
PROPERTY COVERAGE				See Below

When the project includes construction of a new or modification of an existing building, property insurance shall be secured covering Fire, Extended Coverage and Vandalism and Malicious Mischief in an amount equal to the Contract amount less costs for any foundation, underground utilities and/or landscaping. The Town of Paradise Valley shall be named as an additional insured.

Liability Policy Includes Coverage for:

- 1) a. Damage caused by blasting  
b. Damage caused by collapse or structural injury  
c. Damage to underground utilities
- 2) Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with insured operations.
- 3) All owned, hired or non-owned automotive equipment used in connection with the insured operation.

It is agreed that none of these policies will be cancelled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to the Town of Paradise Valley.

It is further agreed that:

- 1) These policies shall not expire until all work has been completed and the project has been accepted by the Town of Paradise Valley. (If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the Town of Paradise Valley not less than five days prior to expiration date.)

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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



TOWN OF PARADISE VALLEY

Arizona \_\_\_\_\_

Date \_\_\_\_\_

Project No.: \_\_\_\_\_

To the Town of Paradise Valley, Arizona

Gentlemen:

The final pay estimate of \$ \_\_\_\_\_, which represents total and complete payment under the terms of the contract, fully and completely reflects the actual quantities of work performed. Said final quantities were mutually measured and agreed upon by authorized representatives of the undersigned and the Town of Paradise Valley.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

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

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

For: \_\_\_\_\_  
Contractor

STATE OF ARIZONA )  
                          )ss  
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

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

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

TOWN OF PARADISE VALLEY  
AUTHORIZED SIGNATURE FORM

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

Project No.: \_\_\_\_\_

Whereas, \_\_\_\_\_, an \_\_\_\_\_  
Corporation, is

(Name of State)

required to execute certain documents which are necessary for  
the prompt and efficient execution of the corporate business;  
NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the

\_\_\_\_\_ that (name of parties authorized)  
(Corporate Name)

\_\_\_\_\_ authorized to  
execute and sign on behalf of said corporate the following  
documents:

- |                 |  |
|-----------------|--|
| 1. The Contract | 5. Change Orders   |
| 2. The Bond     | 6. All other papers necessary for<br>the conduct of the corporation's<br>affairs and the execution of<br>the Contract. |
| 3. Payrolls     |  |
| 4. Claims       |  |

The powers and duties herein granted shall be and is hereby granted  
for the duration of the contract for this project or until express  
notice of revocation has been duly given in writing, whichever is  
the lesser period.

Dated and passed by the Board of Directors this \_\_\_\_\_ day of  
\_\_\_\_\_, 19 \_\_\_\_.

_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature of Persons Authorized to Sign) (Title) (Document No.)

CERTIFICATE

STATE OF )  
 )ss  
COUNTY OF )

I, \_\_\_\_\_ of the \_\_\_\_\_,  
a corporation do hereby certify that the above is a true and correct  
copy of a resolution adopted by the Board of Directors of said  
corporation, at a meeting of said board held on \_\_\_\_\_,  
19\_\_\_\_, and that the same is in full force and effect at this time.

Dated \_\_\_\_\_, 19\_\_

\_\_\_\_\_  
(Officer of Corporation)

(Seal of Corporation)

STATE OF \_\_\_\_\_ )ss  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_ by \_\_\_\_\_

appearing before the undersigned Notary Public, and stated that he  
executed such instrument on behalf of said corporation for the pur-  
pose and consideration therein expressed.

\_\_\_\_\_  
(Notary Public)

My commission Expires:  
  
\_\_\_\_\_

TOWN OF PARADISE VALLEY, ARIZONA

CHANGE ORDER REQUEST

Date: \_\_\_\_\_ Request: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Project No: \_\_\_\_\_ Contractor: \_\_\_\_\_

DESCRIPTION OF PROPOSED CHANGE:

REASON FOR CHANGE:

Estimated Cost: \$ \_\_\_\_\_ Change in Contract Time: \_\_\_\_\_  
(See Attached Sheet for Detailed Cost) (Calendar Days)  
Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_  
Recommended By: \_\_\_\_\_ Title: \_\_\_\_\_  
Approved By: \_\_\_\_\_ Title: \_\_\_\_\_