

Medina Station ADOT Property Grading IMPROVEMENTS
Project No. M99-2025-007

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received until **June 26, 2025 1:30 p.m.** All sealed bids will be received electronically. Bids shall be submitted to the following email: EngineeringBids@mesaaz.gov. Bids must be submitted as an unencrypted PDF attachment with a maximum file size of 20MB. Please ensure that your email is smaller than this before sending. Submitted bids that are unable to be opened by City staff will not be considered for award. Bidders may request a single opportunity to verify that a test email and attachment are received and can be opened by the City staff. Test emails must be sent to EngineeringBids@mesaaz.gov. Any bid received after the time specified will be returned without any consideration.

Bids will be publicly opened and read aloud in a video conference meeting (through Microsoft Teams) at 1:00 p.m. on June 26, 2025. Anyone wishing to attend the Bid Reading can request an invitation from Stephanie Delgado (stephanie.delgado@mesaaz.gov)

A non-mandatory Pre-Bid Conference will be held via Microsoft Teams on Thursday, June 12, 2025 at 1:00 p.m. Meeting info is below.

Meeting ID: 240 389 669 570

Passcode: KCYSnG

Dial in by phone:

+1 623-473-6959, 139533183# United States, Phoenix

Find a local number

Phone Conference ID: 139 533 183#

There will not be a pre-bid review of the site.

This contract shall be for furnishing all labor, materials, transportation and services for the construction and/or installation of the following work:

MEDINA STATION ADOT PROPERTY GRADING PLANS is located near the intersection of Signal Butte and Southern Avenue as outline in the Medina Station ADOT Property Grading Plans. Improvements will include approximately 3,261 SF of grading channels and basins, 17,923 LF of D50=6" Rip Rap, and 703 LF of existing fence removal and replacement.

The Engineer's Estimate range is \$500,000 - \$1,000,000.

For all technical, contract, bid-related, or other questions, please contact Stephanie Delgado at stephanie.delgado@mesaaz.gov.

Contact with City Employees. All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential firms, to assure that contract decisions are made public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified above.

Contractors desiring to submit proposals may purchase sets of the Bid Documents from **ARC Document Solutions, LLC** at https://order.e-arc.com/arcEOC/PWELL_Main.asp?mem=29.

Click on "Go" for the Public Planroom to access plans. **NOTE: In order to be placed on the Plan Holders Lists and to receive notification and updates regarding this bid (such as addenda) during the bidding period, an order must be placed.** The cost of each Bid Set will be no more than \$13, which is non-refundable. **Partial bid packages are not sold.** You can view documents on-line (at no cost), order Bid Sets, and access the Plan Holders List on the website at the address listed above. Please verify print lead time prior to arriving for pick-up. For a list of locations nearest you, go to www.e-arc.com.

On sets of the Contract Documents is also available for viewing at the City of Mesa's Engineering Department at 20 East Main Street, Mesa AZ. Please call 480-644-2251 prior to arriving to ensure that the documents are available for viewing. In order for the City to consider alternate products in the bidding process, please follow Arizona Revised Statutes §34.104c.

Construction and installation work shall be completed within **two hundred and ten (210) consecutive calendar days**, beginning with the day following the starting date specified in the Notice to Proceed.

Bids must be submitted on the Proposal and Scheduled Form provided and be accompanied by a Bid Bond, (PERSONAL OR INDIVIDUAL BID BONDS **ARE NOT ACCEPTABLE**) for ten percent (10%) of the total amount of the Bid, payable to SIMONCRE BUDDY, LLC, as a guarantee that the contractor will enter into a contract to perform the proposal in accordance with the plans and specifications.

The successful bidder will be required to execute the SIMONCRE BUDDY, LLC. Contract and respective Addenda for construction with ten (10) days after formal Notice of Contract Award. Failure by bidder to properly execute the Contract and provide the required certification as specified shall be considered breach of Contract by bidder, SIMONCRE BUDDY, LLC shall be free to terminate the Contract or, at option, release the successful bidder.

Payment and Performance Bonds will be required for this Work. The successful bidder, simultaneously with the execution of the Contract, shall be required to furnish a Payment Bond in the amount equal to one hundred percent (100%) of the Contract Price. The successful bidder shall name SIMONCRE BUDDY, LLC as obligee on both the Payment and Performance Bond and name the City of Mesa as an additional obligee on the Performance Bond using Dual Obligee Rider form. An approved Dual Obligee Rider form is included in Chapter 2.

The right is hereby reserved to accept or reject any or all bids or parts thereto, to waive any informalities in any proposal and reject the bids of any persons who have been delinquent or unfaithful to any contract with SIMONCRE BUDDY, LLC, or the City of Mesa.

Lance Webb, P.E.
City Engineer

ATTEST:
Holly Moseley
City Clerk

Project Manual

**MEDINA STATION
ADOT PROPERTY GRADING IMPROVEMENTS
PROJECT NO. M99-2025-007**

PROFESSIONAL ENGINEER SEALS:

This Project Manual and related contract documents represent the effort of the firm or Group listed below:

Civil Engineer



EPS Group



Bowman

NOTICE TO PROSPECTIVE BIDDERS

THIS IS NOT A CITY OF MESA CAPITAL IMPROVEMENT PROJECT! ALL MATERIALS, EQUIPMENT, LABOR, AND EVERYTHING NECESSARY FOR THE COMPLETION OF THE WORK LISTED IS BEING OFFERED THROUGH THE PUBLIC BIDDING PROCESS AS ADMINISTERED BY THE CITY OF MESA, AZ WITH A.R.S. 34-201 (F) FOR THE FINANCING OF PUBLIC INFRASTRUCTURE IN CONJUNCTION WITH A PRIVATE DEVELOPMENT AND PURSUANT TO A DEVELOPMENT AGREEMENT.

SPECIAL ATTENTION - THE SUCCESSFUL BIDDER/CONTRACTOR WILL EXECUTE CONTRACT DOCUMENTS, AS CONTAINED IN THE SPECIFICATIONS AND SPECIAL PROVISIONS, WITH SIMONCRE BUDDY, LLC ("OWNER"), AND NOT THE CITY OF MESA.

THE CITY OF MESA REQUIRES ALL BONDING COMPANIES AND LIABILITY AND EXCESS INSURANCE CARRIERS TO HAVE A RATING OF "A-" OR BETTER AS LISTED IN THE MOST RECENT VERSION OF THE BEST KEY RATING GUIDE (PROPERTY CASUALTY) PUBLISHED BY A.M. BEST COMPANY; THIS REQUIREMENT APPLIES TO THE BID BOND, PAYMENT BOND, PERFORMANCE BOND AND THE CERTIFICATE OF INSURANCE. ON THE CERTIFICATE OF INSURANCE, THIS REQUIREMENT DOES NOT APPLY TO THE WORKERS' COMPENSATION/EMPLOYER'S LIABILITY PORTION (ITEMS 1 AND 2).

THE CITY OF MESA REQUIRES THE SUCCESSFUL BIDDER TO PROVIDE AN OWNER'S LIABILITY POLICY AND OTHER BUSINESS INSURANCE POLICIES. OWNER'S POLICY IS A POLICY THAT IS PURCHASED BY THE SUCCESSFUL BIDDER AND IS ISSUED IN THE NAME OF THE CITY OF MESA. IT MUST BE A SEPARATE POLICY FROM THE OTHER INSURANCE POLICIES. THE COST OF SAID ADDITIONAL POLICY SHALL BE INCLUDED IN THE PROPOSAL PROVIDED HEREIN.

THE INSURANCE FORMS ATTACHED TO THE PROJECT SPECIFICATIONS ARE REQUIRED FOR THIS PROJECT. THE OWNER (SIMONCRE BUDDY, LLC (OWNER)), ALSO ACCEPTS THE MOST RECENT ACORD CERTIFICATE OF INSURANCE (COI) WITH ADDITIONAL INSURED ENDORSEMENTS. THE COURSE OF CONSTRUCTION POLICY AND THE OWNER'S LIABILITY POLICY SHALL REMAIN IN EFFECT DURING CONSTRUCTION THROUGH THE DATE OF PROJECT FINAL ACCEPTANCE. THE REMAINDER OF THE INSURANCE POLICIES SHALL REMAIN IN EFFECT FOR THE TERM NOTED WITHIN THE CONTRACT. PROOF OF ALL REQUIRED COVERAGE(S) SHALL BE PROVIDED BY THE CONTRACTOR.

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PROJECT SPECIAL PROVISIONS

CHAPTER 1

PROPOSAL DOCUMENTS AND FORMS

MEDINA STATION ADOT PROPERTY GRADING IMPROVEMENTS
Project No. M99-2025-007

PROPOSAL ACKNOWLEDGEMENT
(Return with Bid)

PROPOSAL to SimonCRE Buddy, LLC

In compliance with the Advertisement for Bids, the undersigned bidder:

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

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

Understands that the Proposal shall be submitted with a Proposal guarantee of certified check, cashier's check, or Bid Bond for an amount not less than ten (10%) of the amount bid.

In case of the Bidder's refusal or failure to do so within ten (10) days of Notice of the Award of Contract, or within five (5) days after receiving notice from the OWNER of the rejection of any objections to the Notice of Award, the bond will be forfeited.

Understands that contract documents will be executed with SimonCRE Buddy, LLC, and not the City of Mesa.

Understands that SimonCRE Buddy, LLC will award the contract within fifty (50) consecutive calendar days from the official Bid Date.

Agrees that upon receipt of Notice of Award from SimonCRE Buddy, LLC the undersigned bidder will execute the contract documents within **ten (10) days**.

Understands that no Right-of-Way permit(s) for work associated with this project shall be issued by the City of Mesa until the contract has been awarded and properly executed.

Understands that progress payments will be remitted by Owner and not the City of Mesa.

Construction and installation work shall be completed with **Two Hundred and Ten (210) consecutive calendar days**, beginning with the day following the starting date specified in the Notice to Proceed.

Acknowledges that bid prices submitted INCLUDE all applicable sales and/or use taxes; and no further compensation will be approved for the items.

The Bidder hereby acknowledges receipt of and agrees that the submitter's Proposal is based on the following Addenda:

**BID SCHEDULE
(RETURN WITH BID)**

**MEDINA STATION ADOT PROPERTY GRADING IMPROVEMENTS
Project No. M99-2025-007**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
1	ADOT General Conditions	LS	1		
2	ADOT General Requirements	LS	1		
3	Storm Water Management	SF	405,100		
4	Surveying	ACRES	9.30		
5	ADOT Remove & Re-install Fencing (protect exist fencing & headwall in place)	LF	703		
6	ADOT Earthwork & Grading	ACRES	9.30		
7	ADOT Loose Riprap D50 - 6"	CY	664		
8	ADOT Stockpile (per drawing EX01 dated 02.27.25)	CY	21,889		
9	Mobilization for sitework	LS	1		
10	Pre-Wetting	LS	1		
11	Clear & Grub	ACRES	9.30		
12	Landscaping - ADOT - DG - 1/2" minus @ 1" depth	SF	405,100		

Total Amount of Base Bid in Numbers (Items 1-12)	

MEDINA STATION ADOT PROPERTY GRADING IMPROVEMENT PROJECT
Project No. M99-2025-007

The signed Proposal submitted by: _____, a corporation organized under the laws of the State of _____, a partnership consisting of _____ or individual trading as _____; of the City of _____, and is the holder of Arizona State Contractor's License: Classification _____ No. _____

Joint Venture bid proposals will not be accepted for projects bidding in the amount (base bid) of less than \$5 million dollars.

Contractors are reminded it is a violation of State law to submit a bid if not properly licensed. Bids submitted without designating the Contractor's license classification and number, in the spaces provided above, shall be rejected. Bids submitted by Contractors without the required license shall be rejected.

Contractor acknowledges by signing below that bid prices submitted include all applicable sales and/or use taxes, and no further compensation shall be approved for these items. Per MAG 102.3, payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract at the unit bid price in the proposal. If there is a conflict between the unit bid price and the unit price extension for a particular pay item, the unit prices shall govern, per MAG 102.5. Also, per MAG 102.7, a proposal shall be considered irregular and may be rejected if there are unauthorized additions, statements, conditional or alternate bids, or irregularities of any kind.

Respectfully submitted,

Firm

Federal Tax ID Number

Address

City State Zip

Phone

Fax

By (Signature Required)

Name and Title (Print)

Email Address

CHAPTER 2

CONTRACT DOCUMENTS AND FORMS

GENERAL CONTRACT CONDITIONS

A. DEFINITIONS

1. The "CONTRACT" is set forth in the Proposal Form and Contract Form and includes as part of the specifications the Invitation to Bid, Instructions to Bidders, General Contract Conditions, and Special Provisions, plus the contract drawings.
2. The "WORK" of the CONTRACTOR shall consist of furnishing all labor, materials, equipment, tools, contractor's equipment, supplies, transportation, superintendents' services, traffic controls, etc., necessary for the completion of the work shown, indicated or noted on drawings and/or on the specifications.
3. The words "Owner or OWNER" as used in these specifications, project drawings, or in the contract, refer to SimonCRE Buddy, LLC.
4. "CONTRACTOR" as used in these specifications or in the contract means the person, firm, or corporation with whom SimonCRE Buddy, LLC, has entered into contract to provide said services.
5. The authorized representative of the OWNER shall be Joshua Simon, SimonCRE Buddy, LLC

B. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

1. The drawings and specifications are complementary, and any WORK called for on the drawings and not mentioned in the specifications or vice-versa, shall be performed as though fully set forth in both. In case of differences or conflicts between the specifications and drawings, the specifications will govern, figured dimensions shall take precedence over general drawings. Detail representations having the larger scale shall govern. The CONTRACTOR shall be responsible for certifying all grades, lines, levels and dimensions indicated on drawings and shall promptly report any inconsistencies before preparing shop drawings or before any WORK is fabricated or constructed.
2. In case of any discrepancy either in the drawings or in the specifications, the matter shall be promptly brought to the attention of the authorized representative, who shall promptly make a determination in writing. Any adjustment by the CONTRACTOR without prior approval by the authorized representative shall be at his own risk and expense. The CONTRACTOR shall check and coordinate the WORK sufficiently in advance to minimize any delays that may result from a need to implement corrective action for an error or omission in the contract documents.
3. In case of discrepancy or conflict, the order in which the documents shall govern is as follows from highest to lowest: Change Orders issued to the Contract Documents, Addenda issued to the Contract Documents, Project Specifications and Details, Standard Specifications (MAG), and Standard Details (MAG). IN the case of discrepancy or conflict between the Project Special Provisions and Technical Specifications in the Project Manual, the more stringent requirement will govern.

C. APPLICABLE LICENSES, LAWS, RULES AND REGULATIONS

1. The CONTRACTOR shall, without additional expense to the OWNER, be responsible for obtaining a business license in the Town, City, or County in which the project is located and for complying with any applicable Federal, State, County and Municipal Laws, codes and regulations, in connection with the execution of the WORK including air quality permits as applicable.
2. The CONTRACTOR shall include in the WORK any labor, materials, services, apparatus or drawings to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on drawings and/or specified.

D. PROTECTION OF WORK, PEOPLE AND PROPERTY

1. The CONTRACTOR shall continuously maintain adequate protection of all WORK from damage and shall protect the OWNER'S property from injury or loss arising in connection with this contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the OWNER, or due to causes beyond the CONTRACTOR'S control and not to his fault or negligence. He shall adequately protect adjacent property as provided by law and the Contract Documents.
2. The CONTRACTOR shall take all necessary precautions for the safety of employees on the WORK site, including confined spaces safety, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and Engineering or Traffic codes to prevent accidents or injury to persons on, about or adjacent to the premises where the WORK is being performed.
3. The CONTRACTOR shall provide warning lights and take other safety precautions as required by ordinances and safety regulations or commonly accepted safety practices, or as required by the OWNER.

E. UTILITIES FOR CONSTRUCTION

1. The CONTRACTOR shall make all arrangements for and shall provide and pay for the main supply of all temporary utility services, including water as needed in the prosecution of the WORK.
2. The CONTRACTOR shall furnish for his operations all required equipment needed to provide sufficient Construction water for the duration of his Work. All water needed to complete the work will be furnished and paid for by the CONTRACTOR.

F. SUPERVISION OF THE WORK

1. The CONTRACTOR shall keep on this project a competent Superintendent and any necessary assistants, all satisfactory to the OWNER. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be binding as if given by the CONTRACTOR.

G. WORKMANSHIP

1. Where no more is specifically described in any of the various Sections of these Specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion.
2. All WORK shall be executed by skilled journeymen, laborers or mechanics thoroughly trained in their respective lines of WORK.
3. When completed, all parts shall have been durably and substantially built and shall present a neat, workmanlike appearance.

H. SHOP DRAWINGS, SAMPLES, CATALOG CUT SHEETS, AND EQUIPMENT BROCHURES

1. Detailed dimension shop drawings, samples, and/or equipment brochures and catalog cuts shall be submitted on all materials and equipment as required by other sections of this specification or the drawings or as specified by the OWNER. The CONTRACTOR shall submit electronic copies of each shop drawings, in PDF format, to the authorized representative for approval. These items submitted for approval will be promptly reviewed, three remainder returned to the CONTRACTOR. No equipment or materials should be ordered until these shop drawings or brochures have been reviewed by the OWNER'S representative.

I. SITE INVESTIGATION AND REPRESENTATIONS

1. CONTRACTOR acknowledges satisfaction as to the nature and location of the WORK, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, the conformation and condition of the ground, the character and quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed preliminary to and during the progression of the WORK, and all other matters which can in any way affect the WORK or the cost thereof under this contract. Any failure by the CONTRACTOR to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the WORK.
2. The OWNER assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the negotiation and execution of this contract, unless (1) such understanding or representations are expressly stated in the contract; and (2) the contract expressly provides that responsibility therefore is assumed by the OWNER.

J. CONTRACTOR'S RESPONSIBILITY

1. The CONTRACTOR assumes full responsibility for the safekeeping of all materials and equipment and for the protection of all unfinished WORK until final acceptance by the OWNER, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.
2. The CONTRACTOR must indemnify and save harmless the OWNER against any claims filed for non-payment of his bills in connection with the contract WORK.
3. The CONTRACTOR shall be responsible for providing all construction staking and surveying needed to construct the work in accordance with the Plans and Specifications, and shall include such costs in his bid for the applicable items of work.
4. The CONTRACTOR, at the completion of the project, shall provide to the authorized representative of the OWNER manufacturers' equipment operation manuals and instructions; and a complete listing of all fixtures and components installed by the CONTRACTOR and his subcontractors which includes the manufacturer's name, parts number and specifications.

K. USE OF PREMISES

1. The CONTRACTOR shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the authorized representative and shall not unreasonably encumber the premises with his materials.
2. Any damages caused to lawns, shrubs, windows, buildings, etc., shall be immediately repaired or replaced at no expense to the OWNER. The CONTRACTOR shall be responsible for the proper care and protection of all his materials, equipment, etc. They may be stored on the premises but placing of same shall be subject to the approval of the authorized representative.
3. Access to site and designation of parking areas for CONTRACTOR vehicles shall be in accordance with directives of the authorized representative.

L. OTHER CONTRACTS

The OWNER may undertake or award other contracts for additional WORK or may undertake additional WORK with its own forces at the job site simultaneously with the WORK under this contract. The CONTRACTOR shall

fully cooperate with such other CONTRACTORS or OWNER'S employees and shall fit his own WORK to such additional WORK as may be directed by the OWNER. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of WORK of any other CONTRACTOR or OWNER'S employees.

M. CONTRACTOR'S INSURANCE

The CONTRACTOR shall provide and maintain, and cause its subcontractors to provide and maintain, the following minimum requirements:

1. Property. During the period of any construction involving the Public Improvements and for a period of not less than three (3) years following completion of construction, and with respect to any construction activities relating to the same, builder's risk insurance on an all-risk, replacement cost basis for the Public Improvements.
2. Liability. During the Term of the Agreement, insurance covering the Developer and (endorsing as an additional insured) City against liability imposed by law or assumed in any written contract, and/or arising from personal injury, bodily injury or property damage, with a limit of liability of \$5,000,000.00 per occurrence with a \$5,000,000.00 products/completed operations limit and a \$10,000,000.00 general aggregate limit. Such policy must be primary and written to provide blanket contractual liability, broad form property damage, premises liability and products and completed operations.
3. Contractor. During the period of any construction involving the Public Improvements and for a period of not less than three (3) years following completion of construction, and with respect to any construction activities relating to the same, each of the general or other contractors with which the Developer contracts for any such construction will be required to carry liability insurance of the type and providing the minimum limits set forth below:
 - (a) Workman's Compensation insurance and Employer's Liability with limits of \$1,000,000.00 per accident, \$1,000,000.00 per disease and \$1,000,000.00 policy limit disease.
 - (b) Commercial general liability insurance on a \$5,000,000.00 per occurrence basis providing coverage for (and endorsing the City as additional insured for):
 - Products and Completed Operations
 - Blanket Contractual Liability
 - Personal Injury Liability
 - Broad Form Property Damage
 - X.C.U.
 - (c) Business automobile liability including all owned, non-owned and hired autos with a limit of liability of not less than \$1,000,000.00 combined single limit for personal injury, including bodily injury or death, and property damage.
4. The insurance/policies provided by the CONTRACTOR shall be issued by a company which is acceptable to the OWNER and shall name SimonCRE Buddy, LLC, Bela Flor Holdings LLC, and Tagert Corporation as an additional insured in respect to liability arising in any manner out of the performance of any contract entered into between the named insured and SimonCRE Buddy, LLC or liability arising out of any services provided or duty performed by any party as required by statute, law, purchase order or otherwise required. The insurance policies shall specify that insurance afforded the CONTRACTOR shall be primary insurance, and that any insurance coverage carried by SimonCRE Buddy, LLC or its employees shall be excess coverage, and not contributory coverage to that provided by the CONTRACTOR.
5. The CONTRACTOR shall furnish SimonCRE Buddy, LLC with a Certificate of Insurance as required by this section prior to issuance of a Notice to Proceed.

Each of the Certificates of Insurance shall contain a clause substantially in the following words:

“It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof be reduced until ten (10) working days after receipt by the SimonCRE Buddy, LLC of a written notice of such cancellation or reduction in coverage, as evidenced by receipt of a registered letter.”

6. Such insurance coverage obtained by the Contractor, other than Workmen’s Compensation Coverage, shall name the SimonCRE Buddy LLC, Bela Flor Holdings LLC, Target Corporation, EPS Group, Inc, the Design Engineer, and their directors, officers, principals, agents, attorneys, and employees as Additional Insured.

EXHIBIT E

INSURANCE

City of Mesa Insurance Requirements

Developer, at its sole cost and expense, will maintain insurance coverage as follows:

A. Property. During the period of any construction involving the Public Improvements and for a period of not less than three (3) years following completion of construction, and with respect to any construction activities relating to the same, builder’s risk insurance on an all-risk, replacement cost basis for the Public Improvements.

B. Liability. During the Term of the Agreement, insurance covering the Developer and (endorsing as an additional insured) City against liability imposed by law or assumed in any written contract, and/or arising from personal injury, bodily injury or property damage, with a limit of liability of \$5,000,000.00 per occurrence with a \$5,000,000.00 products/completed operations limit and a \$10,000,000.00 general aggregate limit. Such policy must be primary and written to provide blanket contractual liability, broad form property damage, premises liability and products and completed operations.

C. Contractor. During the period of any construction involving the Public Improvements and for a period of not less than three (3) years following completion of construction, and with respect to any construction activities relating to the same, each of the general or other contractors with which the Developer contracts for any such construction will be required to carry liability insurance of the type and providing the minimum limits set forth below:

(1) Workman’s Compensation insurance and Employer’s Liability with limits of \$1,000,000.00 per accident, \$1,000,000.00 per disease and \$1,000,000.00 policy limit disease.

(2) Commercial general liability insurance on a \$5,000,000.00 per occurrence basis providing coverage for (and endorsing the City as additional insured for):

- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Broad Form Property Damage
- X.C.U.

(3) Business automobile liability including all owned, non-owned and hired autos with a limit of liability of not less than \$1,000,000.00 combined single limit for personal injury, including bodily injury or death, and property damage.

D. Architect. In connection with any construction involving the Public Improvements, and with respect to any construction activities relating to the same, the Developer’s architect will be required to provide architect’s or engineer’s professional liability insurance with a limit of \$1,000,000.00 per occurrence. This policy, or other policies, will cover claims for a period of not less than three (3) years after the completion of construction involving the Property and the Public Improvements.

E. Engineer. During the period of any construction involving the Public Improvements, and with respect to any construction activities relating to the same, the Developer's soils engineer or environmental contractor will be required to provide engineer's professional liability insurance with a limit of \$1,000,000.00 per occurrence. This policy, or other policies, will cover claims for a period of not less than three (3) years after the completion of the construction involving the Property and the Public Improvements.

F. Primary Coverage. Developer's insurance coverage will be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Developer and will not contribute to it.

G. Indemnities. Coverage provided by the Developer will not be limited to the liability assumed under the indemnification provisions of the Agreement.

H. Waiver of Subrogation. All policies will contain a waiver of subrogation in favor of the City, its officers, officials, agents, and employees.

I. Notice of Cancellation. Each insurance policy will include provisions to the effect that it may not be suspended, voided, cancelled, or reduced in coverage except after thirty (30) days' prior written Notice has been given to City. Such Notice must be provided directly to City in accordance with the provisions of section 14.7.1 of the Agreement.

J. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Developer from potential insurer insolvency.

K. Endorsements and Verification of Coverage. Developer will furnish City with endorsements naming the City, its officers, officials, agents, and employees as additional insureds. The endorsements will be original certificates of insurance on ACCORD forms approved by City. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage will be clearly noted on the certificate of insurance.

(1) All certificates are to be received and approved by City before the commencement of construction of the Public Improvements. Each insurance policy must be in effect at or prior to the commencement of construction (after obtaining required permits actual commencement of physical construction) and must remain in effect for the duration set forth in this Exhibit or, if no date is specified, the term of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of the Agreement.

(2) All certificates required by this Agreement will be sent directly to City of Mesa, Attn: Lisa Lorts, Risk Manager, 20 E. Main Street, P.O. Box 1466, Mesa, Arizona 85211-1466. City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Exhibit F at any time.

L. Approval. Any modification or variation from the insurance requirements in this Exhibit F must have prior approval from the City Manager (or designee), whose decision will be final. Such action will not require formal contract amendment but may be made by administrative action.

M. Miscellaneous. References to "Developer" in this Exhibit will mean Developer and include its general contractor(s). References to "the Agreement" or "this Agreement" will mean the Development Agreement of which this Exhibit is a part. Capitalized terms not otherwise defined in this Exhibit will have the meanings set forth in the Agreement. City in no way warrants that the minimum limits contained herein are sufficient to protect Developer from liabilities that might arise, and Developer may purchase such additional insurance as Developer determines necessary.

N. NONDISCRIMINATION OF LABOR

Equal Employment Opportunity - In connection with performance of the WORK under this contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin. The aforesaid provision shall include but not be limited to the

following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR agrees to post hereafter in a conspicuous place, available for employees and applicants for employment, notices to be provided by the OWNER, setting forth the provisions of this nondiscrimination clause. To meet the requirements of E.O. 11246, as amended, dated May 8, 1978, the CONTRACTOR agrees to insert the above Equal Opportunity Clause in all subcontracts hereunder except suppliers of commercial supplies or raw materials.

O. SALES AND USE TAX

All applicable sales, use and other taxes shall be included in the Bid Amount. The CONTRACTOR agrees to comply with and to require all of his subcontractors to comply with all provisions of the Arizona State Sales Tax Law and Compensation Use Tax Law and all amendments to the same. The CONTRACTOR further agrees to indemnify and save harmless SimonCRE Buddy, LLC of and from any and all claims and demand made against it by virtue of the failure of the CONTRACTOR or any subcontractor to comply with the provisions of any or all said laws and amendments.

P. CHANGES IN WORK

1. The OWNER may, from time to time, by written instructions or drawings issued to the CONTRACTOR, make changes in the drawings and specifications, issue additional instructions, require additional WORK, or direct the omission of WORK previously ordered, and the provisions of the contract shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original drawings and specifications.
2. If such changes are likely to cause an increase or decrease in the CONTRACTOR'S cost of, or time required for, performance of the contract, the OWNER will execute a formal Change Order based on detailed quotations received from the CONTRACTOR for the WORK related to the change. Change Orders affecting contract amount or time may be subject to approval by the SimonCRE Buddy, LLC.

Q. OWNER'S RIGHT TO CARRY OUT THE WORK

If the CONTRACTOR defaults or neglects to carry out the WORK in accordance with the Contract Documents or fails to perform any provision of the Contract, the OWNER may, after seven days written notice to the CONTRACTOR and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the CONTRACTOR the cost of correcting such deficiencies. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the OWNER.

R. TIME FOR COMPLETION AND LIQUIDATION DAMAGES

1. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning, rate of progress, and the time for completion of the WORK be done hereunder, are **Essential Conditions** of this Contract, and it is further mutually understood and agreed that the WORK embraced in this Contract shall be commenced on the date of "**Notice to Proceed**". The CONTRACTOR agrees that said WORK shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time stated in the Proposal. He also shall consider that the OWNER needs the complete use of the facilities as quickly as possible.
2. In the event that the CONTRACTOR shall neglect, fail or refuse to complete the WORK within the time specified, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this contract, to pay to the OWNER such amounts as are specified elsewhere in these documents, not as a penalty, but as liquidated

damages for such breach of contract hereinafter set forth for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract for completing the WORK. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages the OWNER would in such event sustain.

S. REMOVAL OF RUBBISH AND FINAL CLEAN-UP

The CONTRACTOR shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by his employees or WORK. No burning of trash or debris will be permitted on the site. The CONTRACTOR is responsible for locating sites and making arrangements for disposal of all materials removed from the site. Upon completion of the WORK under his contract, the CONTRACTOR shall remove all temporary structures, superfluous and waste materials of whatever kind both within buildings and around the site generally. The CONTRACTOR shall leave improvements in a "broom clean" condition and shall be responsible for the removal of all stains, paint spots, and accumulated debris, dirt or dust caused by both his operation and those of his subcontractors.

T. GUARANTEE-WARRANTY

1. The CONTRACTOR shall, and hereby does, warrant and guarantee that all WORK performed under this contract will be free from defects of materials and workmanship for a period of twenty-four (24) months from the date of final acceptance of this WORK.
2. CONTRACTOR agrees that he will, at his own expense, repair and replace all such defective WORK which is found to be defective during the term of this warranty. Should CONTRACTOR fail to repair or replace such defective material and/or Workmanship within thirty (30) days after written notice from OWNER, the OWNER may perform the necessary WORK; and CONTRACTOR hereby agrees to reimburse the OWNER for actual cost.

U. FINAL INSPECTION, ACCEPTANCE AND PAYMENT

1. The CONTRACTOR shall call for a final inspection of the WORK only after he has determined that all items of WORK have been completed in accordance with the contract plans and specifications.
2. When the project WORK is deemed substantially complete and suitable for occupancy and/or use by the OWNER, a Certificate of Substantial Completion will be issued establishing the warranty period start date.
3. Applications for final payment will not be accepted and processed until the OWNER'S authorized representative is satisfied that the WORK is satisfactorily completed, including "punch list" items; and that all manuals, documents, guarantees and "as built" drawings have been received.
4. The CONTRACTOR, when applying for partial payment of the Contract amount, shall submit a schedule of values of the various parts of the WORK and clearly indicate the percentage completion of the various parts, all in substantiation to the total payment for which application is being made.
5. In making partial or progress payments, there shall be a portion of the partial or progress payments retained by the OWNER in the amount of ten percent (10%) of the payment application in compliance with Senate Bill 1452 amending Title 32, Chapter 10, Article 2, of the Arizona Revised Statutes.

6. The OWNER will contact the CONTRACTOR on or about one month prior to the end of the warranty period to schedule a walk-through inspection with The OWNER and the CONTRACTOR. The subject and related facilities shall be re-inspected for damage or failure. Except as otherwise described herein, a warranty walk-through and completion of all repairs must be completed prior to release from the warranty requirements.

CONTRACT AGREEMENT
SimonCRE Buddy, LLC

THIS AGREEMENT made as of the _____ day of _____ in the year of Two Thousand and Twenty-five between:

the OWNER: SimonCRE Buddy, LLC
6900 E. 2nd Street
SCOTTSDALE ARIZONA 85251

and the CONTRACTOR:

The PROJECT: MEDINA STATION ADOT PROPERTY GRADING IMPROVEMENTS

the OWNER and the CONTRACTOR agree as set forth below.

ARTICLE I
THE CONTRACT DOCUMENTS

The Contract Documents consist of this **AGREEMENT**, the Project Specifications, all Addenda issued prior to and all Modifications issued after execution of the **AGREEMENT**. These form the Contract, and all are as fully a part of the Contract as if attached to this **AGREEMENT** or repeated herein and except for modifications after execution of this **AGREEMENT** are as follows:

Invitation to Bid
Instructions to Bidders
General Contract Conditions
Contract Agreement
Substantial Completion Agreed and Accepted Form
Settlement of Claims
Bid Proposal
Bid Schedule
Technical Specifications, inclusive of Special Provisions
Construction Drawings: Sheets 1 thru 8

ARTICLE II
THE WORK

The **CONTRACTOR** shall perform all the WORK specified or indicated in the Contract Documents. The WORK is described as follows:

MEDINA STATION ADOT PROPERTY GRADING PLANS is located near the intersection of Signal Butte and Southern Avenue as outline in the Medina Station ADOT Property Grading Plans. Improvements will include approximately 3,261 SF of grading channels and basins, 17,923 LF of D50=6" Rip Rap, and 703 LF of existing fence removal and replacement.

ARTICLE III
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- A. The WORK to be performed under this contract shall be commenced in accordance with "B" below and, subject to authorized adjustments. Substantial Completion shall be achieved not later than the date indicated on the "Notice to Proceed".
- B. It is hereby understood and mutually agreed, by and between the **CONTRACTOR** and the **OWNER**, that the date of beginning, rate of progress, and the time for completion of the WORK to be done hereunder, are **ESSENTIAL CONDITIONS** of this Contract, and it is further mutually understood and agreed that the WORK embraced in this Contract shall be commenced on the date of "**NOTICE TO PROCEED**". The **CONTRACTOR** agrees that said WORK shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the **CONTRACT TIME** stated in the Instructions to Bidders. He also shall consider that the **OWNER** needs the complete use of these facilities as quickly as possible.
- C. In the event that the **CONTRACTOR** shall neglect, fail, or refuse to complete the WORK within the time specified, then the **CONTRACTOR** does hereby agree, as part consideration for the awarding of this Contract, to pay to the **OWNER** a sum in accordance with Table 108-1 of the MAG Standard Specifications, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth for each and every calendar day that the **CONTRACTOR** shall be in default after the time stipulated in the Contract for completing the WORK. The said amount is fixed and agreed upon by and between the **CONTRACTOR** and the **OWNER** because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages the **OWNER** would in such event sustain.

ARTICLE IV
CONTRACT SUM

The **OWNER** shall pay the **CONTRACTOR** based on additions and deductions by Change Order as provided in the Contract Documents, the contract sum of \$ _____.

The Contract sum is determined by the **CONTRACTOR'S** accepted sealed bid amount.

ARTICLE V
PROGRESS PAYMENTS

Based upon applications for Payment submitted to the Authorized Representative by the **CONTRACTOR** and Certificates for Payment issued by the Authorized Representative, the **OWNER** shall make progress payments on the Contract Sum to the **CONTRACTOR** less retention from each payment in accordance with the latest revision of the Arizona State Statutory requirements. These Progress Payments will be for labor, materials and equipment incorporated in the WORK and/or material and equipment suitably stored for use on the project as approved by the Authorized Representative.

ARTICLE VI
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the **OWNER** to the **CONTRACTOR** when the WORK has been completed, the Contract fully performed, a final Certificate for Payment has been issued, and the **CONTRACTOR'S** Affidavit regarding Settlement of Claims is completed.

ARTICLE VII
MISCELLANEOUS PROVISIONS

- A. **CONTRACTOR** has familiarized himself with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.
- B. **CONTRACTOR** has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by the Consultant in the preparation of the Drawings and Specifications and which have been identified in the Special Provisions.
- C. **CONTRACTOR** has made or caused to be made, examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article I as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by **CONTRACTOR** for such purposes.
- D. **CONTRACTOR** has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- E. **CONTRACTOR** has given Authorized Representative written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Authorized Representative is acceptable to **CONTRACTOR**.
- F. Terms used in the **AGREEMENT** which are defined in the General Conditions shall have the meanings indicated in the General Conditions.
- G. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the other party to this Contract (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- H. **OWNER** and **CONTRACTOR** each binds himself, his partners, successors, assignees and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- I. The right is reserved by the **OWNER** to terminate, indefinitely postpone WORK or abandon the project. This Contract may be terminated by giving written notice to the **CONTRACTOR** at least twenty-four (24) hours prior to the effective date of termination. In the event of such termination, the **OWNER** shall be liable to the **CONTRACTOR** only to the extent as provided by this Contract for materials supplied and WORK completed prior to the effective date of termination. The **OWNER** will comply with the latest revisions of the Arizona State Statutory requirements for negotiation of the contract termination.
- J. In the performance of this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or handicap. The **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder.
- K. **CONTRACTOR** agrees to indemnify, hold harmless, and defend SimonCRE Buddy, LLC and EPS Group, Inc., its officers, boards, commissions, employees, and agents from and against any and all claims, damages, suits and proceedings, regardless of the merits and from liability, punitive damages, costs or expense of every type, all or any part thereof arising out of or in connection with or by reason of any act or omission of the **CONTRACTOR** or anyone directly or indirectly employed by the **CONTRACTOR** and **CONTRACTOR** shall include a clause to this effect in all subcontracts.

- L. The **CONTRACTOR** agrees to provide insurance as required and specified in the General Contract Conditions.
- M. This Contract is governed by the laws of the State of Arizona. The Contract, including all Contract Documents, is subject to the provisions of Section 38-511 of the Arizona Revised Statutes.
- N. E-verify requirements: To the extent applicable under Ariz. Rev. Stat. § 41-4401, CONTRACTOR warrants compliance, on behalf of itself and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A). CONTRACTOR'S breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and the OWNER may terminate the Agreement. The OWNER retains the legal right to inspect the papers of CONTRACTOR who works on the Agreement to ensure that CONTRACTOR is complying with the above-mentioned warranty.
- O. Scrutinized Business Operations: To the extent applicable under Ariz. Rev. Stat. Title 35, Articles 7 through 9, CONTRACTOR certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Laws 2008 Ch. 1 or Laws 2008 Ch. 295, as applicable. If the OWNER determines that CONTRACTOR submitted a false certification, the OWNER may impose remedies as provided by law including terminating this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Contract in triplicate as of the day and year first herein written.

CONTRACTOR: _____

SimonCRE Buddy, LLC
6900 EAST 2nd Street
SCOTTSDALE, ARIZONA, 85251

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

PHONE NO.: _____

ATTESTED TO

BY: _____

DATE: _____

**FINAL COMPLETION
AGREED AND ACCEPTED FORM**

**MEDINA STATION ADOT PROPERTY GRADING IMPROVEMENTS,
AGREED AND ACCEPTED BY:**

NAME OF CONTRACTOR: _____

By _____
Type Name

Its _____
Date

STATE OF ARIZONA)
) SS
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by
_____ who acknowledged [himself/herself] to be the
_____ of _____.

My Commission Expires: _____

**CONTRACTOR'S AFFIDAVIT
SETTLEMENT OF CLAIMS**

DATE: _____

PROJECT NAME: **MEDINA STATION ADOT PROPERTY GRADING IMPROVEMENTS**

TO: SIMONCRE BUDDY, LLC

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment, and labor used in connection with the construction of the above, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$_____, as set forth in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of this project. The undersigned further agrees to indemnify and hold harmless _____ against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which _____ may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project.

Signed at _____, this _____ day of _____, 20_____.

(CONTRACTOR)

BY: _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20_____.

Notary Public

My Commission Expires: _____

NOTICE TO PROCEED

TO: _____

(Contractor's Name)

(Address)

1. CONTRACT: **MEDINA STATION ADOT PROPERTY GRADING IMPROVEMENTS**

The Project will include the installation of **MEDINA STATION ADOT PROPERTY GRADING IMPROVEMENTS** within the City of Mesa as shown on the construction plans. This project includes the furnishing of all materials, labor, equipment, tools, transportation, and services for installing all **MEDINA STATION ADOT PROPERTY GRADING IMPROVEMENTS**, including all construction.

In accordance with the Agreement dated _____, you are hereby notified to commence Work on or before _____, and you are to complete the Work within _ consecutive calendar days thereafter. The date of completion of all Work is, therefore _____.

OWNER: _____

BY: _____

TITLE: _____

DATE ISSUED: _____

2. ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

(Name of Contractor)

this ____ day of _____, 2025.

By: _____

(Signature)

Title: _____

DUAL OBLIGEE RIDER

This Rider is executed concurrently with and shall be attached to and form a part of Bond_No. _____ (hereafter "Bond") issued by the _____, as Surety, on behalf of _____ hereafter referred to as the Principal, in favor of SimonCRE Buddy, LLC, hereafter referred to as the Primary Obligee for (the "Contract").

WHEREAS the Primary Obligee requests that Surety and Principal add The City of Mesa as an additional obligee under the Bond; and

WHEREAS the Surety and Principal agree to the above referenced changes requested by the Primary Obligee which are set forth in this Rider which is executed concurrently with the execution of the Bond upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree as follows:

1. _____
Is added to the Bond as an additional obligee ("Additional Obligee").
2. The Surety shall not be liable under the Bond to the Primary Obligee, the Additional Obligee, or either of them unless the primary Obligee, the additional Obligee or either of them shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) in accordance with the terms of the Contract as to payments and shall perform all other obligations to be performed under the Contract at the time and in the manner therein set forth. Notwithstanding anything in the Contract to the contrary, the Surety shall have no obligations or liability to the Additional Obligee unless they fulfill all of the Primary Obligee's obligations under the Contract which shall include all of the Primary Obligee's payment obligation to the Principal.
3. The aggregate liability of the Surety under this Bond to any, all or either of the Primary Obligee or the Additional Obligee, as their interests may appear, is limited to the penal sum of the Bond. Further, the Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee. The Surety may, at its option, make any payments under said Bond by check issued jointly to the Primary Obligee and the Additional Obligee.
4. Except as modified herein, all the terms and conditions of the Bond shall remain in full force and effect.

SIGNED, SEALED AND DATED this _____ day of _____, _____.

Primary Obligee

By: _____
Title: _____

Surety

By: _____
Attorney-in-fact

Additional Obligee

By: _____
Title: _____

Principal

By: _____
Title: _____

ASBESTOS – FREE FACILITY MATERIAL CERTIFICATION

I _____, AS THE DUAL AUTHORIZED REPRESENTATIVE FOR _____ CERTIFY THAT ALL MATERIAL INSTALLED AND USED BY THE UDNER SIGNED IN THE MESA FACILITY PURSUANT TO THIS DISTRICT PROJECT ARE FREE OF ANY LABORTORY DETECTABLE AMOUNTS OF ASBESTOS CONTAINING MATERIAL USING THE METHOD SPECIFIED IN APPENDIX E, SUBPART E OF 40, CFR PART 763, SECTON 1, POLARIED LIGHT MICROSCOPY. THIS CERIFICATION INCLUDED ALL MATERIALS* INSTALLED AND USED BY THE CONTRACTOR, ALL SUBCONTRACTORS AND ALL THER CONTRACTORS PERMFORMING WORK ON THIS PROJECT.

THIS CERTIFICATION INCLUDES ALL WORK THAT WAS COMPLETED BY THE CONTRACTOR AND HIS SUBCOTRACTORS CONDUCTED BEGINNING ON _____ AND COMPLETED ON _____.

Signed

Printed Name

Date

Name of Contractor

Type of Incorporation

AZ Contractor License Number

Name of Other Contractor or Subcontractor (if applicable)

AZ Contractor License Number

*NOTE: This certification does not apply to the installation of Asbestos Cement Pipe (ACP). ACP may be installed on District Projects when specified.

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____, by

_____.

Notary Public

My Commission Expires:

NOTICE OF AWARD

Date: _____

To: _____

(Insert Bidder's Name & Address)

You are hereby notified that you were awarded the Contract by SIMONCRE BUDDY, LLC on _____ in the amount of \$_____. You are required by the Invitation to Bid and Instructions to Bidders of this bid to execute the Construction Contract furnish Subcontractor's Performance and Payment Bonds, submit the appropriate Certificate(s) of Insurance, and complete and return the I.R.S. W-9 form, and the Transaction Privilege (Sales) Tax License numbers issued by the State of Arizona and the City of Mesa, within ten (10) days of this Notice.

If you fail to execute the Construction Contract, furnish the required bonds, submit Insurance Certification(s), and complete and return the I.R.S. W-9 form, and the Transaction Privilege (Sales) Tax License numbers issued by the State of Arizona and the City of Mesa, within ten (10) days from the date of this Notice, SimonCRE Buddy, LLC will consider this as a forfeiture of your Bid Bond. SimonCRE Buddy, LLC will be entitled to such other rights as may be granted by Law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to SimonCRE Buddy, LLC

By: _____

Name & Title _____

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____

Name & Title _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN TO me before this day of _____, 202_____, by
_____, who is the _____ of
_____, Contractor.

Notary Public

My Commission Expires:

CHAPTER 3

PROJECT SPECIAL PROVISIONS

SPECIAL PROVISIONS

1.0 WORK WITHIN CONTRACT DOCUMENTS

All work mentioned or indicated within the Contract Documents shall be performed by the CONTRACTOR as part of this Contract unless it is specifically indicated in the Contract Documents that such construction is to be performed by others.

The CONTRACTOR shall be responsible for providing all construction staking and surveying needed to construct the work in accordance with the Plans and Specifications, and shall include such costs in his bid for the applicable items of work. Staging and storage areas are to be obtained by the Contractor at no additional cost to the Owner. SimonCRE Buddy, LLC may assist the Contractor in locating a staging area for use but is under no obligation to provide a staging area or site security for any items stored on OWNER property. The Contractor shall obtain staging at no additional cost to the Owner. The Contractor shall be solely responsible for legal disposal of all construction related spoil material at no additional cost to the Owner.

2.0 SCOPE OF WORK

MEDINA STATION ADOT PROPERTY GRADING PLANS is located near the intersection of Signal Butte and Southern Avenue as outline in the Medina Station ADOT Property Grading Plans. Improvements will include approximately 3,261 SF of grading channels and basins, 17,923 LF of D50=6" Rip Rap, and 703 LF of existing fence removal and replacement.

3.0 LOCATION OF WORK

The Project is located in the City of Mesa, Arizona. The location of the proposed Improvements are South West Corner of the intersection of East Southern Avenue and South Signal Butte Road.

4.0 STANDARD SPECIFICATIONS

The City of Mesa operates under the latest revision (2024) of the 2020 edition of the Uniform Standard Specifications and Details for Public Works Construction, published by the Maricopa Association of Governments (MAG), as amended by the City of Mesa on October 17, 2023. Said MAG Specifications and Details are amended by the City of Mesa are incorporated by reference and are contractually enforceable. Copies of the Uniform Standard Specifications and Details published by MAG are available at the MAG office located at 302 N 151st Avenue, Suite 300, Phoenix, Arizona, or they may be downloaded at the MAG's website <http://www.azmag.gov> "Communications/Publications". The City of Mesa's amendment to the Standard Specifications and Details may be obtained at the Development Services Division Permits Counter located at 55 N. Center, Mesa, Arizona, for a nominal cost, or they may download from the City of Mesa's website at: <http://www.mesaaz.gov/business/engineering/mesa-standard-details-specifications>

5.0 DEFINITION OF TERMS

"City Engineer" – means the City of Mesa Engineer, or designee, serving as the City of Mesa Engineer.

"Owner" – means SimonCRE Buddy, LLC, with whom Successful Bidder will contract for work on the scope of work. In the MAG Specifications, the "Owner" will be substituted for "Contracting Agency."

"Agent" – means a person or organization appointed by the "Owner" to act on its behalf.

"Project(s)" – means the Scope of Work.

"Contractors", "Bidder", or "the Contractor" – means the Successful Bidder of the Scope of Work, with whom Owner will enter into a contract for the work.

6.0 PRE-BID CONFERENCE/ PRE-QUALIFYING TO BID

In order for all prospective bidders to have and extensive knowledge of the Project, all prospective bidders are encouraged to attend a non-mandatory Pre-Bid Conference.

A non-mandatory Pre-Bid Conference will be held in-person or Microsoft Teams on Thursday, June 12, 2025 at 1:00 p.m. Meeting info is below.

Meeting ID: 240 389 669 570

Passcode: KCYSnG

Dial in by phone

+1 623-473-6959,,139533183# United States, Phoenix

Find a local number

Phone conference ID: 139 533 183#

6.1 QUALIFICATION OF BIDDERS

To demonstrate Bidder's Qualification to perform the Work, after submitting its Bid and within ten (10) days of Developer's request, Bidder may be required to submit: (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments; and (b) the following additional information:

- A. Evidence of Bidder's authority to do business in the State of Arizona
- B. Bidder's Arizona contractor license number and/or other required professional certifications and good standing thereof.
- C. Evidence that each natural person submitting a Bid, including the officers, partners, members and/or principals of the Bidder, to submit documentation of their lawful presence in the United States, pursuant to A.R.S §§ 1-501 and 1-502.

A Bidder's failure to submit required qualification information within the time(s) indicated may disqualify Bidder from receiving an award of the Contract.

No requirement in this Special Provisions 6.1 to submit information will prejudice the right of Developer to seek additional information, as requested in the Developer's sole discretion, regarding Bidder's qualifications.

Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

Bidder must have an Experienced Modification Rate ("EMR") rating of 1 or less.

Additional factors that may be considered in determining whether a Bidder is "responsible" include, but not limited to, the following:

- A. Past performance;
- B. References;
- C. Compliance with applicable laws-including tax laws;
- D. Record of performance and integrity (e.g., whether the Bidder has failed to provide satisfactory performance on any previous contract with the Developer and/or the City);
- E. Whether the Bidder is legally qualified to contract with the Developer and/or the City;
- F. Financial stability;
- G. Perceived ability of Bidder to perform completely as specified;
- H. Previous debarment by any governmental entity or authority; and/or
- I. A Bidder must at all times have financial resource sufficient, in the opinion of the Developer, to ensure performance of the contract, and must provide proof upon request.

6.2 PRE-BID OBLIGATIONS AND REPRESENTATIONS

It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. Visit the Site if access is available, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the work;
- D. Carefully study all; (1) reports of explorations and tests of subsurface conditions at or adjacent to Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, especially with respect to technical data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to technical data and drawings;
- E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Sites; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and (3) Bidder's safety precautions and programs;
- F. Become aware of the general nature of the work to be performed by the Developer and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Promptly give Developer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents; and
- H. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

Bidder represents that:

- A. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this obligation, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents; and
- B. Based on the information and observations referred to in the preceding ¶ 6.1, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of Bidding Documents.

7.0 EVALUATION OF BIDS

Developer reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, excessively high, excessively low, or conditional Bids. Developer will reject the Bid of any Bidder that Developer finds, after reasonable inquiry and evaluation of appropriate factors, including, but not limited to those identified in Instruction 3 above, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then Developer may reject the Bid as nonresponsive.

If Developer awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

- A. In evaluating Bids, Developer will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the issuance of an Intent to Award.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Developer shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Developer determines funds will be available at the time of award
- C. Bid prices may, at the Developer's sole option, be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Contract for liquidated damages for failing to achieve Substantial Completion, or such other amount that Developer has designated in the Bid Form.
 - 1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion (in calendar days) times the rate for liquidated damages (in dollars per day).
 - 2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.

In evaluating whether a Bidder is responsible, Developer will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

Developer may conduct such investigations as Developer deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

Any terms of the Bidder's submittal that conflict with the language and requirements of the Developer's solicitation or that take exception to the terms, conditions, specifications and/or other requirements stated within this IFB, may cause the Bidder's submittal to be considered nonresponsive and rejected. Exceptions may be evaluated by the Developer on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation

8.0 STANDARD REQUIREMENTS

8.1.1 CLEAN-UP

The Successful Bidder shall be responsible for keeping the project site clean and debris free. All construction debris shall be confined in strategically located container(s) and covered to prevent blowing by wind. The debris shall be hauled from the site at a minimum of once a week and removed from work area to the container daily. All sanitation service needed to complete the Scope of Work will be furnished and paid for by the Successful Bidder.

Upon completion of work, prior to leaving the site, the Successful Bidder and its Subcontractors must receive acceptance by SimonCRE Buddy, LLC that all final clean-up requirements have been met, and the area is ready for final inspection. The OWNER'S AGENT will strongly enforce the Successful Bidder's clean-up.

The OWNER shall back charge the Successful Bidder for clean-up costs where personal and construction debris (trash) is allowed to accumulate on the project and/or has been carried to adjacent properties due to weather conditions.

8.1.2 DUST CONTROL

This project may involve the disturbance of surface/land area and as such contractors are advised that:

For Projects in Maricopa County: A Dust Control Permit and a Dust Control Plan is required by the Maricopa County Air Quality Department (MCAQD) for all projects that will disturb a surface area equal to or greater than 0.10 acre (4,356 square feet).

For Projects in Pinal County: A Dust Control Registration is required by the Pinal County Air Quality Control Department (PCAQCD) for all projects that will disturb a surface area equal to or greater than 0.10 acre (4,356 square feet) specifying the control measures that will be implemented to reduce fugitive dust emissions.

Coverage under the Arizona Department of Environmental Quality (ADEQ) Arizona Pollutant Discharge Elimination System General Permit for Discharge from Construction Activities to Waters of the United States (commonly referred to as the Construction General Permit, and herein referred to as the CGP) is required for projects that will disturb one or more acres of land, or that will disturb less than one acre but is part of a common plan of development or sale that will ultimately disturb one acre or more (e.g. single contract for multi-phase projects).

Projects that will disturb one or more acres of land, or will disturb less than one acre, but is part of a common plan of development or sale that will ultimately disturb one acre or more and that take place in any part of the urbanized areas of unincorporated Maricopa County are subject to the requirements of the Maricopa County Stormwater Quality Management and Discharge Control Regulation (Maricopa County Stormwater Regulation).

In calculating the area of surface/land (i.e. soil) disturbance, the contractors must take into account storage and staging areas where surface/land disturbance will take place.

In addition to this project specification, contractors shall review, understand, and comply with dust and stormwater requirements as provided on the City's Environmental Requirements for Construction Activities webpage prior to submitting an offer to provide services to the City. That webpage is available at the following address: <http://www.mesaaz.gov/business/environmental-requirements-for-construction-activities>.
County Dust Permit and Dust Control Plan Requirements

The Contractor shall do one of the following:

Obtain a Dust Control Permit/Registration and:

- Develop a Dust Control Plan, where required; and,
- Submit a copy of these documents to the City for review as provided below.

Provide an exhibit showing the location of all areas where surface disturbance activities will take place, including storage/staging areas, and a written and signed assurance that the project construction limits will not result in the disturbance of a surface area equal to or greater than 0.10 acre.

For projects in Maricopa County where a Dust Control Permit is obtained, the Contractor must provide and identify the following individuals having expertise and responsibility for compliance with dust control requirements:

- If the project results in 1 acre or more of disturbed surface area, but less than 5 acres, the Contractor must identify and provide to the City the individual(s) certified in Basic Dust Control pursuant to county requirements.
- If the project results in 5 acres or more of disturbed surface area, the Contractor must identify and provide to the City the individual(s) certified in Comprehensive Dust Control pursuant to county requirements.

The Contractor must ensure that a certified individual(s) meeting the above requirements, dependent on project size, is on site at all times dust generating activities are occurring. For each identified individual, the Contractor must provide proof of certification. The Contractor is responsible for ensuring that any subcontractor used for this project, and whose activities involve dust generating activities, is registered with the Maricopa County Air Quality Department. The Contractor must identify in its list of subcontractors all subcontractors so registered, and provide the subcontractor's registration number.

ADEQ Construction General Permit Requirements

The Contractor shall do one of the following:

Obtain coverage under the CGP and:

- Develop a Storm Water Pollution Prevention Plan (SWPPP) meeting ADEQ and City of Mesa requirements; and,
- Submit a copy of the SWPPP to the City for review and approval as provided below.

Apply for and obtain a permit waiver and submit a copy of the Permit Waiver Certification to the City for review. Provide an exhibit showing the location of all areas where land disturbance activities will take place, including storage/staging areas, and a written and signed assurance that the project construction limits will not result in the disturbance of a land area equal to or greater than 1 acre.

The City has determined that the City and the Contractor both meet the definition of an “operator” as defined in the CGP and are therefore co-permittees. As such, both the City and the Contractor are required to file for coverage under the CGP. The Contractor shall prepare a SWPPP in the format specifically identified in the City’s Review of SWPPP Content Form and shall submit a completed copy of such form with the SWPPP for review and approval by the City.

The SWPPP shall incorporate best management practices as provided in the Flood Control District of Maricopa County’s *“Drainage Design Manual for Maricopa County, Erosion Control”* dated November 28, 2012 and City amendments provided in Title 8, Chapter 5 of the Mesa City Code and as incorporated into the City’s *“Environmental Requirements for Construction Activities in the City of Mesa”* manual. The SWPPP shall be maintained and updated, and any deficiencies identified by the City or other regulatory agency shall be adequately addressed. The Contractor shall comply with posting requirements and shall make the SWPPP and all associated reports available to City inspectors and other regulatory agencies.

The Contractor shall notify City’s Engineering Construction Inspector prior to submitting a Notice of Termination form to the ADEQ to cease coverage under the CGP (e.g. at completion of construction activities, after establishment of final stabilization, or because of a change in operators). The City shall conduct a final stabilization inspection. Upon approval, and within 30 days of final inspection, the City and the Contractor shall submit a completed and signed NOT form to the ADEQ to terminate coverage under the CGP.

Maricopa County Stormwater Regulation Requirements

For all projects required to obtain coverage under the ADEQ CGP as provided above, including those where a Permit Waiver Authorization has been obtained by the ADEQ, the Contractor shall do one of the following:

Obtain approval from the Maricopa County Environmental Services Department (MCESD) and:

- Submit a copy of the SWPPP meeting ADEQ and City of Mesa requirements that has already been approved by the City to the MCESD for review;
- Submit to the City and the MCESD any additional information as required in the MCESD Checklist for Stormwater Pre-Construction Application; and,
- Submit to the City a copy of any notification of approval from the MCESD.
- Provide a written and signed assurance that the project construction limits will not result in the disturbance of any land area in urbanized areas of unincorporated Maricopa County.

For any project that receives any notification or approval from the MCESD, as provided above, and that involves the installation, construction, or installation of new or additional impervious or semi-pervious surfaces (such as driveways, roadways, parking lots, recreation features); new buildings or additions to existing buildings; or permanent stormwater management facilities (i.e. retention basins, underground retention, etc.); the Contractor shall submit the following within 14 calendar days following the completion of land disturbing activities:

- One (1) copy of the SWPPP (final SWPPP including any significant changes made to it during construction, to be supplied by the Contractor);
- Two (2) sets of site plans (to be supplied by the Contractor);
- One (1) copy of a vicinity map (equivalent to that supplied under the Pre-Construction Application); and,
- One (1) copy of detailed driving instructions (equivalent to that supplied under the Pre-Construction Application).

This information is necessary for the City to submit its Post-Construction Application as required in the post-construction requirements established under the Maricopa County Stormwater Regulation. The City shall be

responsible for forwarding this information to the MCESD when the City is the property owner, or will submit this information to the actual property owner(s) when the City is operating under an approved access agreement with the property owner(s).

Contractor Permit Applicability Assurances

Where the Contractor provides an assurance that the project will not require permitting under the MCAQD/PCAQCD dust rules, the ADEQ CGP, and/or the Maricopa County Stormwater Regulation, and it is later determined by a City inspector or regulatory agency that the project is subject to any such requirements, the Contractor shall obtain proper permits, certifications, or approvals, develop any required plans, and submit a copy of these documents to the City for review or approval at no additional cost to the City.

Dust Control & Stormwater Construction Permit Compliance Costs

The Contractor's pricing for "Dust and Stormwater Permit Compliance" shall include all material, labor, and other incidental costs related to:

- All dust and stormwater permit costs.
- Preparation of a Dust Control Plan and/or SWPPP.
- Modifications to the Dust Control Plan or SWPPP as required by the City or other outside regulatory agency, or updates/amendments as site conditions change.
- The installation and maintenance of dust control measures and structural stormwater BMPs and the implementation of non-structural stormwater BMPs as required in the CGP, identified in the SWPPP, or specified by the City or other outside regulatory agency.
- The removal of dust control measures and structural BMPs upon final stabilization and acceptance by the City.

All submittals required in this specification shall comply with the City submittal requirements as outlined in these Project Specific Provisions.

8.1.3 ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM (AZPDES) DE MINIMIS PERMIT COVERAGE

This Project includes the discharge of non-stormwater to a water of the United States or a regulated municipal separate storm sewer system (MS4). These discharges are regulated by the Arizona Department of Environmental Quality (ADEQ) De Minimis Program which requires a permit for these discharges. Contractor shall apply for coverage for these discharges and shall develop and implement a Best Management Practices Plan (BMP Plan). Contractor shall also conduct all monitoring required under the De Minimis permit.

In the case where City Engineer determines, or that Contractor expects, that a single-source or Project- wide discharge is expected to be continuous for a duration of more than four (4) days, or when a discharge will exceed 0.25 million gallons in any one day, Contractor shall submit, through the Shop Drawing Submittal process, the required number of copies of their signed BMP Plan, including copies of the ADEQ Authorization Certificate, to the City of Mesa Engineering Construction for approval prior to any work commencing on site. In these cases, Contractor shall also submit copies of all required monitoring records to City and make such records available for inspection throughout the duration of the Project. Receipt of such records shall be a condition for processing progress payments related to Project Work.

Contractor shall be responsible for properly filing for permit termination (Notice of Termination, or NOT) and for submitting all information required for filing permit termination to the ADEQ.

8.1.4 CONSTRUCTION WATER

The Successful Bidder shall furnish for his operations all required equipment needed to provide sufficient construction water for the duration of his Work. All water needed to complete the Scope of Work will be furnished and paid for by the Successful Bidder.

8.1.5 PERMITS, FEES, CHARGES AND LICENSES

The Successful Bidder will obtain and pay for all State, County and Town Licenses/Permits required to perform all Work under this contract. The Successful Bidder shall be responsible for all Construction permits necessary to conduct the Scope of Work described in this Bid Package and Construction Contract at no additional cost to the OWNER.

8.1.6 COOPERATION WITH UTILITIES

The CONTRACTOR shall cooperate with all utility companies in accordance with Section 105.6 of the MAG Specifications.

The location of the underground and overhead utilities as shown on the plans is based on the best available information. The CONTRACTOR shall not assume that this represents an exact location of the affected utility(s). No guarantee is made to the accuracy of the location shown on the plans. The CONTRACTOR shall determine for himself the exact location of all utilities. Should CONTRACTOR's operations result in damage to any utility, the location of which has been brought to his attention, he shall assume full responsibility for such damage. The CONTRACTOR shall contact all utilities at least five (5) days prior to construction to check if they need a representative to observe activities around their facilities.

The CONTRACTOR shall contact Arizona 811 (Former Arizona Blue Stake, dial 811) a minimum of two (2) working days before beginning any underground work. In addition, Arizona 811 notification(s) shall be maintained on a current basis.

8.1.7 COORDINATION, VERIFICATION AND PROTECTION OF EXISTING UTILITIES

Contractor shall be solely responsible for coordination of Blue Stake and verification of all utility locations and potential interference with any utilities prior to commencement of any excavation or trenching work.

Contractor shall be responsible for the protection of any existing storm drain structures. They shall be kept intact, open and free flowing at all times.

Contractor shall be responsible for protection of all existing utilities in the Work area.

9.0 PLANS & SPECIFICATIONS FOR BID:

"Bidders shall make their own investigations, both subsurface and above the surface, and form their own estimates of the site conditions."

The plans and specifications listed below, along with the Special Provisions, shall be used for bidding purposes:

- 051798 Median Station ADOT Property Grading Plans

10.0 REQUIRED BID DOCUMENTS

Bidder shall submit the following forms with the Bid Submittal; sign, notarize, and date forms as applicable:

Bid Proposal – acknowledge all addenda by number.

- All bids shall be submitted on the forms provided in the bid documents. Bidder shall complete the bid form in its entirety. Each section shall be bid complete as requested.
- No bid shall be altered, amended or withdrawn after the specified bid due date and time.
- If a Bidders wishes to modify its Bid prior to Bid due date, Bidder must withdraw its initial Bid and resubmit a new Bid at the required location and matter prior to the due date.
- If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Developer and promptly thereafter demonstrates to the reasonable satisfaction of Developer that there was a material and substantial mistake in the preparation of its Bid justifying withdrawal, that Bidder may withdraw its Bid if the Developer determines that it is in the best interests of the Developer to allow the Bid to be withdrawn, and the Bid security returned. Thereafter, if the Work is rebid, that Bidder may, in the Developer's sole discretion, be disqualified from further bidding on the Work.

- The right is hereby reserved to accept or reject any or all bids or parts thereto, to waive any informalities in any proposal and reject the bids of any persons who have been delinquent or unfaithful to any contract with the Owner or City of Mesa.

Bid Bond – as instructed in the “Advertisement for Bids”.

Affidavit of Non-Collusion – Sample shown in Chapter 2.

11.0 UNIT PRICES

The Contractor shall submit unit bid prices that are reasonable and reflect a direct relationship to the proportionate value of the total bid amount. Failure to submit a reasonable unit price may be justification for rejection of a bid proposal; as stipulated in Subsection 102.12 of the Standard Specifications, as amended by the City of Mesa.

Unless otherwise stated, quantities shown on any drawings are estimates and each Bidder shall be responsible for calculating their own quantities. In the case of an error in the extension of prices in the bid, unit price shall govern.

For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with the General Conditions.

12.0 CITY SALES TAX

Contractor shall include all City, State and County sales tax in the bid prices.

13.0 BOND REQUIREMENTS

PERSONAL OR INDIVIDUAL BONDS ARE NOT ACCEPTABLE.

The Successful Bidder, simultaneously with the execution of the Contract, shall be required to furnish a Payment Bond in the amount equal to one hundred percent (100%) of the Contract Price, and a Performance Bond in the amount equal to one hundred percent (100%) of the Contract Price. Successful Bidder shall name SimonCRE Buddy, LLC as obligee on both the Payment and Performance Bonds. The City of Mesa shall be named as an additional obligee on the Performance Bond using a Dual Obligee Rider form. An approved Dual Obligee Rider form is included in Chapter 2.

Bonding companies shall be "BEST RATED A-" or better as currently listed in the most recent Best's Key Rating Guide (Property/Casualty) published by the A.M. Best Company.

Each such Bond SHALL be executed by a surety company or companies duly LICENSED to do business in the State of Arizona as evidenced by a certificate of authority to transact surety business issues by the Arizona Director of the Department of Insurance. The bonds shall be written or countersigned by an authorized representative of the surety and shall have attached thereto a certified copy of Power of Attorney of the signing official.

- The language and form of the Payment Bond shall comply with Arizona Revised Statutes 34-222 and 34-223.
- The language and form of the Performance Bond shall comply with Arizona Revised Statutes 34-222.
- The Payment Bond shall remain in force through the end of the warranty period.
- The Performance Bond shall remain in force through Final Acceptance of the Project. Upon Final Acceptance of the Project, the Performance Bond shall convert to a Warranty Bond equal in value to the Performance Bond with the City of Mesa named as Obligee. Said Warranty Bond shall remain in effect through the end of the warranty period.
- The bidder shall include the costs of the required Payment Bond, Performance Bond, and Warranty Bond within the unit prices of the various items of work.

THE INSURANCE FORM(S) ATTACHED TO THE SPECIFICATIONS OR THE MOST RECENT ACORD CERTIFICATE OF INSURANCE (COI) WITH ENDORSEMENTS ARE REQUIRED ON THIS PROJECT.

PROOF OF ALL REQUIRED COVERAGE(S) SHALL BE PROVIDED BY THE CONTRACTOR.

14.0 INSURANCE

As a condition of this Agreement and at all times during the progress of the Work Contractor shall procure and maintain insurance on all of its operations with reliable insurance companies that have an A.M. Best rating of A-VII or better, on forms acceptable to Agent, with limits of liability no less than the following minimum insurance coverages:

- Property. During the period of any construction involving the Public Improvements and for a period of not less than three (3) years following completion of construction, and with respect to any construction activities relating to the same, builder's risk insurance on an all-risk, replacement cost basis for the Public Improvements.
- Liability. During the Term of the Agreement, insurance covering the Developer and (endorsing as an additional insured) City against liability imposed by law or assumed in any written contract, and/or arising from personal injury, bodily injury or property damage, with a limit of liability of \$5,000,000.00 per occurrence with a \$5,000,000.00 products/completed operations limit and a \$10,000,000.00 general aggregate limit. Such policy must be primary and written to provide blanket contractual liability, broad form property damage, premises liability and products and completed operations.
- Contractor. During the period of any construction involving the Public Improvements and for a period of not less than three (3) years following completion of construction, and with respect to any construction activities relating to the same, each of the general or other contractors with which the Developer contracts for any such construction will be required to carry liability insurance of the type and providing the minimum limits set forth below:
 - (1) Workman's Compensation insurance and Employer's Liability with limits of \$1,000,000.00 per accident, \$1,000,000.00 per disease and \$1,000,000.00 policy limit disease.
 - (2) Commercial general liability insurance on a \$5,000,000.00 per occurrence basis providing coverage for (and endorsing the City as additional insured for):
 - i. Products and Completed Operations
 - ii. Blanket Contractual Liability
 - iii. Personal Injury Liability
 - iv. Broad Form Property Damage
 - v. X.C.U.
 - (3) Business automobile liability including all owned, non-owned and hired autos with a limit of liability of not less than \$1,000,000.00 combined single limit for personal injury, including bodily injury or death, and property damage.

The Commercial General Liability insurance shall be written on an ISO (CG 00 01) form and shall be on an occurrence basis and shall cover all operations of Contractor, including but not limited to the following: (1) premises and operations; (2) completed operations and products liability; (3) contractual liability insuring the obligations assumed by Contractor in this Agreement; (4) independent contractor's liability (5) broad form property damage liability endorsement; and (5) personal injury liability, with no exclusion or limitation with regard to explosion, collapse and underground hazard (XCU), and no exclusion for subsidence.

Contractor agrees that any deductible or self-insured retention related to its Commercial General Liability insurance will not exceed \$50,000.00 per occurrence.

Contractor agrees to continue and maintain at its expense the Commercial General Liability insurance including the products-completed operations coverage for a period of at least nine (9) years following completion of the Work. Contractor shall furnish to Agent, at least five (5) days prior to the scheduled commencement of the Work, a satisfactory certificate of insurance and other evidence as Agent may require, including a copy of the insurance policy, confirming that such insurance is provided by a company approved by Agent and is in full force and effect before commencement of the Work and that such insurance shall not by its terms be cancelled and/or lapse before Agent is notified thereof in writing thirty (30) days prior to its cancellation or lapse. In the event such cancellation and/or lapse is threatened by reason of Contractor's nonpayment of premium, Agent may pay same on Contractor's behalf and charge Contractor accordingly.

The Contractor's Commercial General Liability insurance and Commercial Automobile Liability insurance shall be primary and noncontributing as to any insurance carried by Agent or Owner and shall name Agent, Owner and any lenders as additional insureds including all coverages identified above, via separate endorsement to Contractor's general liability/auto policy. The Additional Insured Endorsement shall be on forms CG 20 10 07 04 and CG 20 37 07 04 or their equivalent. Contractor shall continue to name Agent and Owner as additional insureds on its products- completed operations coverage for the nine (9) years it is obligated to maintain such insurance as provided in Section 15.4.

Contractor understands that the insurance policies and additional insured endorsements set forth herein are a primary requirement of this Agreement and Contractor warrants that it shall not commence the Work until such policies are in full force and effect. In any event, Contractor agrees that the issuance of the hereinabove listed insurance policies is a condition precedent to the acceptance of this Agreement by Agent and to any Progress Payment requested by Contractor. Therefore, Contractor waives all rights for any payment or demand for payment under this Agreement for any Work whatsoever until evidence of adequacy, effectiveness, and coverage of such policies are presented to Agent. The failure of Contractor to maintain the insurance required herein shall be deemed a material breach of this Agreement giving Agent the right to terminate this Agreement for cause.

Notwithstanding the provisions of this Agreement, Contractor waives all rights of subrogation against Agent, Owner, any lender involved in the Project and other subcontractors, under each and every insurance policy required to be maintained herein, but only to the extent that Contractor's insurance policies then in force permit such waiver and only to the extent of the coverage provided by such policies. Contractor represents and warrants that its present insurance policies now in force permit such waiver, that it has given notice to its insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Agreement and has obtained any special endorsements, if required by its insurer to evidence compliance with the aforementioned waiver. If at any time during the term of this Agreement, Contractor shall give no less than thirty (30) days prior notice to Agent certifying that any such policy above mentioned shall refuse to consent to the aforesaid waiver of subrogation, or if such carrier shall consent to such waiver only upon the payment of an additional premium (and such additional premium is not paid by Agent), or such carrier shall revoke a consent previously given or shall cancel or threaten to cancel any policy previously issued and then in force and effect, because of such waiver of subrogation, then in any such events, the waiver in this paragraph shall thereupon be of no further force or effect as to the loss, damage or destruction covered by such policy, provided, however, that if at any time thereafter such consent shall be obtained therefore without an additional premium from any existing or substitute insurance carrier, the waiver hereinabove provided for shall again become effective.

Contractor shall require all of its subcontractors and anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable performing work on the Project to have the same insurance as required of Contractor hereunder, including naming Agent, Owner and, if requested, any lender as additional insureds. Contractor shall also provide its subcontractor's Certificates of Insurance and the required Additional Insured Endorsements to Agent before any Work is commenced.

Owner's Liability Policy (aka Owner and Contractors Protective Liability)

Prior to the execution of the Contract, the Contractor shall provide a separate policy of insurance, at its own cost and expense, naming the City of Mesa, a Municipal Corporation, and all its agents, representatives, officers, directors, officials and employees as the insured, and the District and all its agents, representatives, officers, directors, officials and employees as the insures. The limit of the policy shall be \$2,000,000 for each occurrence. The Policy shall be primary and not contributory to any insurance maintained by Agent; the City of Mesa; and the Cadence Community Facilities District, and shall remaining in effect through date of final acceptance.

15.0 PRE-CONSTRUCTION CONFERENCE

The Contractor's project superintendent and the Owner will attend a Pre-Construction Conference, conducted by the Owner to discuss, although not limited to, the following:

The scope of the project and the sequence and timing of all operations. Submission of Contractor's construction schedule, traffic control plan, and barricade plan.

Owner and Contractor's respective authority and responsibilities.

Notice to proceed date.

Scheduling of work and the need to perform certain items at various stages of the project, including safety concerns which may arise because of the proposed work.

The Contract shall coordinate with SimonCRE Buddy, LLC to use Dealforce software for tracking Requests for Information (RFI) and Submittals.

The general requirements of quality control and testing. It should be clearly understood who will do the testing, what is to be tested, when it is to be tested, and the location and number of tests.

Change orders, time extensions, payment requests, and liquidated damages.

Shop Drawing Submittals.

16.0 CONTRACTORS SELF-PERFORMANCE REQUIREMENTS

MAG Specification §108.2(E), requiring a minimum amount of self-performance by Contractor for certain scopes of work does not apply.

17.0 PROJECT QUESTIONS

All questions shall be directed to: Stephanie Gishey (City of Mesa), no later than ***June 19, 2025 by 5:00 p.m.***

Contact Information:

City of Mesa

Attn: Stephanie Delgado

P.O. Box 1466

Mesa, AZ 85211-1466

stephanie.delgado@mesaaz.gov

480-644-2526

18.0 CONTRACTOR'S INTERPRETATION OF ESTIMATED QUANTITIES

Contractor shall carefully review and examine the Contract Documents and be responsible for calculating and deriving their own quantities based on the information provided. Unless otherwise stated, quantities shown on any drawings are not verified. Contractor shall include the costs of any and all assumptions in the unit prices of the various bid line items.

19.0 SUBSTITUTIONS

Pre-Bid

During the bid process, material, product, or equipment requests for substitutions proposed by the bidders to those specified herein and in the approved plan set shall be pursuant to ARS Title 34-104, and can only be considered during the bidding phase until seven (7) days prior to the receipt of bids when submitted to Agent and City of Mesa with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as a potential change order.

The use of an alternate or substitute item or source may be permitted, subject to the following:

- Only substitutions submitted by the Contractor will be accepted for review. The substitution shall be submitted in writing to the Engineer and the Agent accordingly.
- The submittal shall include the name, address, and telephone number of manufacturer and supplier as appropriate. Trade name, model or catalog designation.
- The submittal shall state any required changes in the contract documents to adapt the design to the proposed substitution. This will include all changes required of other contractors/subcontractors affected by the resulting changes.
- The submittal shall contain an itemized estimate of all costs and credits that will result directly or indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, testing, Engineer's evaluation, claims of other contractors/subcontractors, etc.
- Submittal shall include any adjustment in the contract time schedule created by the substitution.
- Product data including performance and test data, reference standards, and technical description of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- On request of the Engineer, the Contractor shall submit samples or any additional information the engineer and/or architect may deem necessary to evaluate the acceptability of the substitution.

20.0 CONSTRUCTION SCHEDULE

The Contractor shall submit to the Owner for approval, his proposed construction schedule at the Pre-Construction Conference. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, submittal of shop drawing to the Owner for approval, procurement of materials, and scheduling of equipment. The construction schedule shall reflect completion of all work under the contract within the specified construction duration.

If the Contractor desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the OWNER a revised construction schedule for approval in advance of beginning revised operations.

In addition to the preliminary schedule, the Contractor shall prepare a weekly schedule to show all major elements of the work to be constructed in the next two (2) week period. This schedule shall consist of a neat, easy-to-read, bar graph format and shall be submitted to the Owner at the weekly progress meetings.

21.0 CONTRACTOR'S AFFIDAVIT

Contractor shall submit a signed copy of the Contractor's Affidavit Regarding Settlement of Claims (see Chapter 3) prior to final payment.

22.0 SCHEDULES, PROJECT MILESTONES, AND LIQUIDATED DAMAGES

Project Calendar Days as stipulated in the Table below, shall be used for the computation of liquidated damages:

Anticipated Notice of Award:	July 10, 2025
Anticipated Notice to Proceed:	July 17, 2025
Anticipated Pre-Construction Meeting:	July 24, 2025
Anticipated Construction Completion:	February 19, 2026
Anticipated Inspection Completion:	February 20, 2026
Anticipated Final Acceptance:	February 27, 2026

Order of Completion	Anticipated Start Date	Completion from Start Date (Calendar Days)	Acceptance Requirement
Construction, Installation, final Testing and Acceptance	July 17, 2025	210 Days	All contractual items of work, including punch list items, as-builts, testing and compaction of backfill final testing and acceptance by City of Mesa.

Liquidated damages shall be assessed in accordance with MAG §108.9. Liquidated damages shall be assessed, per calendar day, for the project.

Bidders shall be required to include a construction schedule for the Projects showing the key Project Milestones. Schedule must show completion of the Work on or before the anticipated completion dates identified in this Section.

After the sewer installation has met the acceptance requirements (as defined above) as determined by the Engineer, final testing and acceptance of the sewer can take place. The contractor shall include all anticipated downtime costs in the various bid line items. No additional compensation will be made during the time period between Construction / Installation and Final Testing / Acceptance.

Bidder shall reference MAG section 108.7 - "Determination and Extension of Contract Time" to reference how weather delays affect schedule and liquidated damages.

23.0 QUALITY CONTROL SAMPLING AND TESTING

The Contractor shall be responsible for material sampling and testing to ensure quality control and to verify conformance with the Contract Documents. The Contractor shall utilize a certified testing laboratory and submit name and qualifications to the Engineer for approval. The Contractor shall be responsible for all costs related to QUALITY CONTROL SAMPLING AND TESTING.

Testing shall be performed as directed by the OWNER or its representative. Should any tests fail, the Contractor shall be responsible for removal and replacement of the failed installed materials at no cost to the OWNER.

Soil type and compaction testing will be required at all new water line and sewer line backfill locations and roadway base as shown on the Plans. One compaction test per lift on alternating sides of the pipe for each 250 feet of pipe or portion thereof will be required. One compaction test per lift on alternating Traffic lanes of the roadway for each 250 feet of roadway or portion thereof will be required.

All testing as required in MAG Standard Specifications Section 611 and AAC R18-5-508 and AAC R18-9-E301 as applicable shall be conducted by the Contractor and passing results provided to the Engineer at no additional cost to the Owner.

There shall be no separate payment for this work. All labors and equipment necessary for completion of this item shall be included in the various Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices.

24.0 COORDINATION OF INSPECTION AND CONSTRUCTION MATERIALS TESTING

The Contractor shall provide Materials Testing services in the bid as part of the bid items.

The Contractor shall be responsible to coordinate required inspections with the Engineer of Record at construction milestones specified by the Engineer of Record.

All construction materials to be used or incorporated in the project are subject to inspection, Quality Control & Quality Assurance testing, and approval or rejection by the City. Quality Control (QC) testing is defined as the testing performed to assure that the materials installed comply with the requirements in the contract documents. Quality Assurance (QA) testing is defined as the testing performed to verify the QC results and to ascertain that the materials installed meet the specified levels of quality in accordance with the contract documents. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner at no additional cost.

The Contractor shall be responsible to coordinate materials testing with the testing firm to complete the Work in accordance with the plans and specifications. Copies of all material testing results and final reports are to be delivered to Agent and Engineer of Record. The Contractor shall coordinate with testing firm to ensure all materials are inspected upon receipt on site, and are properly tested prior to placement.

Additionally, any materials that are placed that are later determined to be out of specification shall be removed and replaced at the Contractor's cost. Contractor shall be responsible for additional costs incurred from re-testing due to failing test results. No extension of time will be allowed due to rejection.

All core holes shall be patched by the Contractor at no additional cost.

QA Testing

The City will perform QA testing using the City's Materials Testing Laboratory or (at the City's sole discretion) other testing laboratory contracted directly to the City (referred to hereafter as the "City's laboratory" or the "Agent's laboratory"). The Contractor shall cooperate with the City's laboratory and all others responsible for testing and inspection and shall provide required access to the project at all times. The City will determine the exact time, location, and number of samples and tests.

Quality Assurance (QA) testing services provided by the City are for the sole benefit of the City. However,

test results will be made available to the Contractor.

At the option of the City, materials may be approved at the source of supply before delivery is started per MAG Specification Section 106.1.

25.0 CONTRACTOR LICENSE LAW

Contractor shall comply with and require all Subcontractors to comply with State Contractors' license law and be duly registered and licensed thereunder.

26.0 MEASUREMENTS AND PAYMENTS

SCOPE OF PAYMENT:

The "complete-in-place" rate shall include but not necessarily be limited to all labor, material and equipment costs for preparation, installation, construction, modification, alteration or adjustment of the items, which shall include all costs for salaries and wages (including wage compliance of the Davis-Bacon Act), all payroll additives to cover employee benefits, allowances for vacation and sick leave, company portion of employee insurance, social and retirement benefits, all payroll taxes, contributions and benefits imposed by any applicable law or regulation and any other direct or indirect payroll-related costs. The rate shall also include but not necessarily be limited to all costs for indirect charges or overhead, mileage, travel time, subsistence, materials, freight charges for material to Contractor's facility or project site, equipment rental, consumables, tools, insurance to the levels specified in the Contract Documents or in Section 103.6, CONTRACTOR'S INSURANCE, all applicable taxes, as well as Contractor's fee and profit. This rate shall further include all site clean-up costs and hauling of construction debris to disposal sites approved by the Engineer.

Payment will be made for only those items listed in the proposal and will not be made in accordance with the measurement and payment provisions of the Uniform Standard Specifications where this differs from the items listed in the proposal. All materials and work necessary for completion of this project are included in proposal items. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are included in the unit price.

Payments shall be made at the unit price and will not be made for unused materials.

27.0 LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

The CONTRACTOR shall notify all affected residents and businesses by handbill a maximum of 48 hours and minimum of 24 hours in advance of any street restriction that will affect access to their property. The notification shall be in both the English and Spanish languages and include the statement that street parking will not be permitted weekdays during construction hours. The CONTRACTOR shall submit the handbill draft to the Engineer for approval, prior to its distribution. If the work does not occur on the specified day, the CONTRACTOR shall distribute a new notification.

The CONTRACTOR shall provide notification as required in section 401.5 to all affected emergency services such as Fire and Police Departments and to other affected entities such as schools. The CONTRACTOR is responsible to ensure that trash and mail service is maintained during construction. There shall be no separate payment for this item. Payment shall be made as part of the various Unit Prices bid in the proposal. All labor, materials and equipment necessary for completion of this item shall be included in the Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are included in the Unit Prices.

28.0 CONSTRUCTION HOURS

Work hours - No work shall begin on the site Monday through Friday until 6:00 a.m. The working hours from Monday through Friday shall be 6:00 a.m. - 6:00 p.m. This project shall comply with the provisions of the City's noise ordinance in Title 6, Chapter 12, of the City Code book including the provision in Section 6-12-6 (G) that all construction activities occur only between 6:00 a.m. and 8:00 p.m. Mondays through Fridays. Should work be scheduled outside of these hours, then Contractor shall provide notice to Agent's Field Representative and obtain an after-hours work permit from the City of Mesa.

The Contractor shall assume work on Saturday if necessary to meet the project schedule completion deadline. The Contractor shall refer to the Schedule of Fees and Charges for After Hours Inspection Fees should Contractor need to work outside of the City of Mesa's construction hours <http://www.mesaaz.gov/residents/code-compliance>. The Contractor shall be responsible for his/her overhead and overtime costs associated with any weekend or after hour's work that may be required to meet any project milestone completion dates. The Contractor shall also be responsible for any additional City of Mesa inspection costs associated with after hour inspections required to meet project deadlines. Temporary exemption to the provisions of Section 6-12-6 (G) may be granted in accordance with Section 6-12-07 of said ordinance. Refer to said Section 6-12-07 <http://www.mesaaz.gov/city-hall/city-clerk/city-codes-laws-ordinances> for the conditions under which such request may be granted. When the Contractor determines that a temporary exemption is necessary, the Contractor shall apply for said exemption to the City's Development Services and Sustainability department after having first obtained verbal approval to do so from the City Inspector.

29.0 AFTER HOURS WORK AND TEMPORAY USE PERMIT

Contractor shall comply with the provisions of City's noise ordinance in Title 6, Chapter 12, of the City Code book including the provisions in Section 6-12-6 (G) that all construction activities occur only between 6:00 a.m. and 8:00 p.m., Monday through Friday.

Temporary exemption to the provisions of Section 6-12-6 (G) may be granted in accordance with Section 6-12-7 of said ordinance. Refer to said Section 6-12-7 (<http://www.mesaaz.gov/city-hall/city-clerk/city-codes-laws-ordinances>) for the conditions under which such request may be granted. When Contractor determines that a temporary exemption is necessary, Contractor shall apply for said exemption to the City's Development Services and Sustainability Department after having first obtained verbal approval to do so from the City Inspector.

30.0 NOTIFICATION REQUIREMENTS RO PARTIES AFFECTED BY THE WORK

The Contractor shall notify the adjacent property owner, businesses, tenants, City of Mesa Departments which may be affected by this project (such as sanitation, police, fire department, etc.), the Mesa School District and any other parties which may be affected by this project in writing and shall distribute the notice at least 48-hours prior to, but no earlier than one (1) week prior to doing any work on or in front of any driveway, performing work on or removing any CMU walls, fences or landscape screens, or enacting any street restrictions that will affect access to their property. Notification letters shall be reviewed and approved by the City of Mesa Engineering Public Relations Office (phone 480- 644-3800) prior to distribution to the public.

The notification shall be for the purpose of allowing the referenced parties to relocate vehicle, reschedule routes, etc., as required, prior to construction and should specify the length of time the wall will be down or the driveway and/or street will be out of service. Alternate access shall be provided as directed by the City of Mesa Inspector at no additional cost. If there are any delays in the construction, property owner shall be notified.

The notice shall include a description of the work, the timing and duration of work impacting the property, the Contractor's name, and the name and phone number of the Contractor's contact person. The notice shall also include the name of the City's Engineering Public Relations representative and give the City of Mesa Engineering Public Relation's phone number (480-644-3800).

The Contractor shall be prepared to answer questions from the property owner about how the contractor will handle modifications to the existing improvements such as landscaping, sprinkler irrigation, fences, driveways, etc.

The requirements of this section shall be at no additional cost to Agent.

31.0 CITIZEN COMPLAINT RESOLUTION

The Contractor shall respond to all customer/citizen calls or complaints resulting directly or indirectly from this project within two hours of receipt and shall resolve any issues within 48 hours. The Contractor shall keep Agent, City Inspector, and Engineering Public Relations representative aware of all such calls and complaints within 24 hours of receipt and their resolution.

The requirements of this section shall be at no additional cost to Agent.

32.0 SHOP DRAWINGS AND PRODUCT DATA

The Contractor shall submit shop drawings and Product Data Submittals per MAG Standard Specifications Section 105.2 on the following items:

- Fence
- Rip Rap

33.0 MOBILIZATION/DEMOBILIZATION

Mobilization/Demobilization shall per MAG Section 109.10 MOBILIZATION/DEMOBILIZATION.

Mobilization/demobilization will be measured for payment by the lump sum as a single complete unit of work. Payment for mobilization/demobilization will be made at the contract lump sum price. Payment shall be made in equal one-third portions. The first payment will be paid with the Contractor's initial billing. The second payment will be made when the total payments to the Contractor for the pay items, exclusive of payments for mobilization/demobilization, equal greater than one-half of the initial contracted amount, exclusive of mobilization/demobilization. The remaining one-third will be paid as part of the final payment due to the Contractor.

34.0 TRAFFIC CONTROL

It shall be the responsibility of Contractor to comply with the City of Mesa's Temporary Traffic Control Manual (TTCM) (latest revision found at <https://www.mesaaz.gov/business/temporary-traffic-control-permits>) and, where noted, the Manual on Uniform Traffic Control Devices (MUTCD) (latest revision).

TEMPORARY TRAFFIC CONTROL (TTC) PERMIT

The Contractor shall obtain a Temporary Traffic Control (TTC) Permit from the City of Mesa Transportation Department, through DIMES (*Digital Innovation for Mesa Electronic Services*; <https://aca.accela.com/mesa/>), prior to restricting or closing any street, sidewalk, pedestrian pathway or alley within the City of Mesa. Individual plans shall be submitted for each unique traffic control configuration. This can be done with multiple Traffic Control Permits or with one permit under which multiple configurations are defined and approved. A Temporary Traffic Control Permit Application may be submitted online using the application process found on the City of Mesa Transportation web page (<https://www.mesaaz.gov/residents/streets-transportation>.) There is no fee for Temporary Traffic Control Permits for this Project.

Contractor shall submit a traffic control plan and project schedule to the Engineering Department for review and approval prior to submitting for the formal TTC for all Projects allowed to have traffic restrictions. This submittal shall show placement of all traffic control devices and proposed temporary striping during all phases of construction, including all conflicting signage to be covered/removed or relocated, or other features that may conflict with the placement of temporary signage. This plan shall be professionally drawn and shall be submitted to the Engineering Department (through the standard Shop Drawing submittal process and uploaded to CIPMesa) no later than fourteen (14) calendar days prior to any work commencing on site and fourteen (14) calendar days prior to any proposed changes thereto.

For any proposed arterial street closures, arterial half-street closures, arterial-to-arterial intersection closures, or other restrictions with similar major traffic impacts; a minimum lead time of thirty (30) calendar days shall be required for review and approval by the Engineering Department prior to work commencing. These requests will be reviewed on a case-by-case basis.

Any request to close left turn lanes is considered a major traffic restriction. Where approved by the City, the Contractor shall provide the City Inspector a written request and schedule indicating days, times and specific locations where left turns will be prohibited at signalized intersections. When left turns are prohibited at signalized intersections with protected left-turn signals, Contractor will notify the City Inspector at least fourteen

(14) calendar days in advance. The City Inspector will notify the City of Mesa Transportation-ITS Group (480-644-5888) to make arrangements for arrow indications to be turned off during the prohibited times. The following are considered major traffic restrictions:

- Street closures
- Half-street closures
- Intersection closures
- Left-turn prohibition at an arterial / collector
- Peak hour reduction in through lanes

Additional City reviews, coordination, and field meetings may be required. Clear, complete and accurate supporting documentation is critical for the review of these requests. The restrictions discussed in this section shall be used only for the active prosecution of the Work. Restrictions shall not be in place unless necessary to prosecute the Work.

DESIGNATED RESPONSIBLE PERSON

In addition to the responsibilities detailed in the TTCM, the designated responsible person shall:

- Inspect all barricading and traffic control devices twice daily, and submit a daily (including weekends and holidays) reports, in writing, to the City Inspector of all inspections the next workday;
- Ensure that existing City-owned traffic signals do not conflict with barricades and signs or give misleading signals to pedestrians and motorists. He/she shall immediately bring conflicting conditions to the attention of the City Inspector. The City Inspector will coordinate with the City's Intelligent Transportation Systems (ITS) Group (480-644-2160) for any required changes to traffic signal sequencing, timing, or outages;
- Ensure that flaggers, when employed, are trained in accordance with O.S.H.A. regulations (29 CFR 1926.201 Signaling); and shall submit proof of certification prior to the flagger beginning Work. Proof of certification shall be available at the Work site;
- Immediately respond to all call-outs by the City Inspector, the stand-by City Inspector, Traffic Barricade Coordinator, or Base Operations; cooperate with Police or Fire Department Investigators; and, re-establish barricades and traffic control devices, as necessary, at no additional cost to City.

TRAFFIC SIGNALS

The cost for any damage to traffic signal equipment (loop detectors, pull boxes, conduit, etc.) is Contractor's responsibility. All repair Work will be done by Contractor at their own expense to the satisfaction of City of Mesa Traffic Signal Group. Copy of standards may be obtained from the City of Mesa's Transportation Department website at <https://www.mesaaz.gov/residents/streets-transportation>.

ADVANCE PUBLIC NOTICE

Unless an alternative is approved in the TTC permit, advance notice to the public via Portable Changeable Message Signs (PCMS) shall be required. The following notification requirements are in addition to the requirements detailed in the TTCM, as stipulated in the City of Mesa Temporary Traffic Control Manual, Section 2.6 Advance Notice for Restrictions.

Advance notice via PCMS may be required in other situations as determined solely by the Engineering Department.

The Portable Changeable Message Signs shall be placed at each ends of the Project and at adjoining arterial and collector roadways. Unless otherwise determined by City, the Portable Changeable Message Signs shall be removed 48-hours after the indicated traffic restrictions have commenced.

RESTRICTIONS AND CLOSURES

Any equipment and material not actively being used to prosecute the work shall not be stored in the right-of-way unless otherwise approved by the City Inspector. Roadway and sidewalk restrictions and closures are limited to construction activities and are not permitted for the purpose of staging or storing equipment or debris. The

storage of Tracked Equipment may be allowed, as determined solely by City.

Fence panels (*chain link or otherwise*) shall not be used in any way to cover open excavation in the right of way. If not located in active traffic area and behind appropriate traffic control barricades, fence panels may be allowed, as determined solely by City. This fencing shall remain up-right and shall restrict all access to the excavation. Fence panels shall not be laid across excavation at any time during construction activities.

No flagging of traffic will be permitted on arterial or mid-section collector streets unless approved by the TTC Permit and the City Inspector. Flagging operations shall be in accordance with the TTCM.

COORDINATION

Contractor shall coordinate and schedule Work with other Contractors in the vicinity to avoid conflicts, ensure compatibility of traffic controls, avoid duplication of signing, and minimize disruption.

Other Work may include, but is not limited to other Contractors, Utilities, City crews, and private development. Conflicts between barricading permits will be resolved through the TTCP process.

Contractor shall also review the City Mesa Traffic Restrictions, Alerts, and Closures Map (mtrac) and the current City Capital Improvement map.

<https://gis.mesaaz.gov/mtrac/>

https://gis.mesaaz.gov/active_CIP

LOCAL ACCESS REQUIREMENTS

In addition to the requirements specified in the City of Mesa Temporary Traffic Control Manual, the following apply:

Contractor shall restore full access as soon as possible or as determined by the City Inspector. Any local street restrictions imposed shall be such that local area traffic circulation is maintained.

Business access shall be maintained at all times in a manner acceptable to the City Inspector. Any business access restrictions shall be coordinated with the affected business in writing at least 72-hours prior but not earlier than one

(1) week prior to imposing restrictions unless otherwise approved by the City Inspector.

Local access shall be maintained at all times on frontage roads. Frontage roads shall not be used for through traffic, equipment parking, material storage, or spoil stockpile area. Frontage roads shall follow the same notification requirements as described above.

Access to fire stations, police stations, hospitals, City parks, and churches shall be maintained at all times unless otherwise approved by the City Inspector. When access restrictions are necessary, Contractor shall notify and coordinate such access restrictions with the responsible person in charge of the affected facility, at least seven (7) calendar days prior to any restrictions and shall restore access as soon as possible or as directed by the City Inspector. Contractor shall maintain the emergency entrance to all hospitals by way of a paved lane for emergency vehicles at all times for the duration of the Project. Contact information is as follows:

Fire Station access:	Mesa Fire Department (480-644-3388 or 480-644-2405)
Police Station access:	Mesa Police Department (480-644-2211 or 480-644-4054)
Hospital access:	Hospital Administrators
City Parks access:	Mesa Parks Superintendent (480-644-3097)
Church access:	Church Clergy

SCHOOL ZONE REQUIREMENTS

Contractor shall schedule work impacting schools during times when school is not in session, or as approved by the City Inspector. Contractor shall provide safe school zones, crosswalks, and walkways for students attending nearby schools during all hours of school use unless otherwise approved by the City Inspector. If an existing school bus route is impacted by the Project, Contractor shall coordinate with Engineering Public Relations through City Inspector at least seven (7) calendar days prior to the Work. Contractor shall restore unrestricted access as soon as possible or as directed by the City Inspector.

TRANSIT SERVICES

Construction activities affecting public transit will need to be coordinated with the City Inspector and the City Transit Coordinator.

VERTICAL PAVEMENT DROP

In addition to the requirements specified in the City of Mesa Temporary Traffic Control Manual, longitudinal drops shall be avoided and will not be permitted.

SPECIAL EVENTS

When special events are scheduled to take place within or adjacent to the Project during the construction of the Project, Contractor shall coordinate and schedule his Work to mitigate any impact to the event at no additional cost to City.

BARRICADE MORATORIUMS

No traffic lane restrictions to this Project will be permitted on public roadways during the following:

Spring Training
Easter Pageant
Temple Lights

SOLID WASTE COLLECTION REQUIREMENTS

Contractor shall ensure sanitation pick-up is not affected by relocating trash containers, or by providing alternate measures acceptable to the Environmental Management and Sustainability Department (480-644-2688).

SIGNING AND PAVEMENT MARKING REQUIREMENTS

Contractor shall be responsible for maintaining the necessary traffic control devices until the area where treatment has been applied has been re-stripped and re-signed. Coordination of re-striping and re-signing shall be handled by the City Inspector. Contractor, through the City Inspector, shall notify the Transportation Department at least seven (7) calendar days prior to the time the roadway signing and striping is scheduled. No additional payment shall be made to Contractor for this coordination. Unless otherwise specified on the Plans or in these Specifications, re-striping and re-signing shall be the responsibility of Contractor and the cost thereof included in appropriate bid items on the bid schedule.

BASIS OF PAYMENT

Traffic control and off-duty police will be measured for payment by the lump sum as a single complete unit of work.

The Contractor shall obtain a Traffic Control Plan as required by the City of Mesa for all work associated with this contract. Construction shall not commence without an approved Traffic Control Plan

35.0 OFF-DUTY MESA POLICE OFFICER AND PATROL CAR

The Contractor shall provide off-duty Mesa police officer(s) with or without official Mesa Police Department patrol car(s) (as determined solely by the City, acting through the City Inspector) to control traffic at signalized intersections when traffic is restricted in the intersection, when work is underway in the intersection, or as otherwise directed by the City Inspector. Contact Information, Hiring Requirements, Off-Duty Agreement are available at the link below.

The Contractor is responsible for contacting the Mesa Police Department to request off-duty Mesa police officer(s) and Mesa Police Department patrol car(s).

<https://www.mesaazpolice.gov/services/off-duty-employment>

The off-duty Mesa police officer(s) shall be responsible for transporting the official police patrol car(s). At no time will the Contractor be allowed access to or control of the official police patrol car(s). For the purposes of this section, unmarked police vehicles do not comply with the project requirements.

If no Mesa Police officers are available for a given date and time, off-duty State Department of Public Safety (DPS) officers or Maricopa County Sheriff's deputies may be used until the next date Mesa officers are available. Within 10 calendar days of receipt of Contract for execution from Owner, the Bidder shall execute the Contract and provide the required certificate of insurance, and return the executed documents to Agent for review and processing. Failure by Bidder to properly execute the Contract and provide the required certification as specified shall be considered a breach of Contract by Bidder. Owner shall then be free to terminate the Contract or, at option, release Successful Bidder and be free to award the Contract to another Bidder.

36.0 PROTECTION AND RESTORATION OF PROPERTY

Protection and restoration of property shall be in accordance with Section 107.9 of the MAG Specifications.

The CONTRACTOR shall apply water, grade and compact all project areas which are disturbed during construction to the lines and grades as shown on the plans. Where no lines and grades are shown, the CONTRACTOR shall restore all disturbed areas to a condition as good as, or better than pre-existing condition before construction.

The CONTRACTOR shall be responsible for protecting the surrounding private property, general public property, Contractor's property, personal property, and the work of its Subcontractors carrying out their work. The CONTRACTOR shall take all reasonable precautions to protect their work from damage including providing and maintaining protection and barricading of their work. This includes, but is not limited to, any open trenches, pits, shafts, holes in floors and similar potentially hazardous areas. All costs for trench and excavation protection systems are considered incidental to the item and shall be included in the Unit Prices.

37.0 CONSTRUCTION STAKES, LINES AND GRADES

Contractor shall provide construction survey, staking and record drawing production.

The Successful Bidder shall be responsible for coordinating their survey needs, including Post-Construction Surveys (Record Drawings).

Contractor will be responsible for coordinating all staking requests with the surveyor as it relates to their scope of work.

The Contractor shall coordinate any and all necessary inspections with the City of Mesa, Maricopa County Flood Control District, and/or any other approving agency. Contractor shall provide construction administration and day-to-day construction inspection for compliance with the contract documents. The City of Mesa will perform inspection for compliance with the conditions of the City of Mesa building permit(s) and right-of-way permit(s) that govern this work. The City of Mesa requires a 48-hour notice by calling the Engineering Department at (480) 644-2253.

The Contractor is advised that Caliche, which is a calcareous soil, is a common subsurface conditions in the Mesa area and may exist within the limits of this project. Caliche varies in density and in strength. Caliche soils may contain gravel and particles of rock cemented together by calcium carbonate.

As stipulated in Subsection 6012.1 of the Uniform Standard Specifications, the Contractor shall perform excavation of whatever substances encountered. This shall include Caliche. Encountering Caliche shall not be considered a "Changed Condition" and shall not be considered under the requirements of Subsection 104.2.2.A of the Uniform Standard specifications.

38.0 LANDSCAPING AND PLANTING

Contractor shall stake all trees within the Sight Visibility Triangle (SVT) for review and approval by the City of Mesa Transportation representative prior to installation in the SVT. All trees and shrubs located in the line-of-sight shall be maintained for a clear area between 3' – 7'.

Contractor shall verify quantities prior to bid.

- **Plant Submittals:**

Contractor shall provide plant locations and images of all plant species in one submittal.

- **Plant Procurement:**

All plant material shall be in compliance with the Arizona Nursery Association (ANA) specifications, latest edition. Contractor shall procure all plant material 45 days prior to start of construction. Contractor shall not substitute any plant material.

- **Warranty:**

Submit Landscape warranty to Agent's Representative. Warrant that trees will be alive and in good health for a period of (1) one year after acceptance except for defects resulting from neglect by Developer or abuse by others.

Developer must follow contractor's maintenance schedule and provide current maintenance log to Developer's representative.

Remove and replace dead, unhealthy, or girdled trees, that lose original form and size during warranty period with material equal to that specified. Replace any material which does not meet requirements within thirty days of notification. All replacement material shall be subject to an additional (1) one-year maintenance period.

Warrant that trees, shrubs, and other plantings will be alive and in satisfactory condition for a period of 90 days from the date of acceptance or will be replaced at no additional cost to the developer.

All plant material shall be maintained in a healthy, sturdy condition during the warranty period by the contractor. Turf shall be mowed and trimmed weekly after root establishment.

All replacement plants, including shrubs, cacti, groundcovers, vines, and perennials shall be subject to an additional (90) ninety-day maintenance period.

39.0 RESTORATION OF EXISTING LANDSCAPE AND LANDSCAPE IRRIGATION

Contractor will be required to remove and restore existing landscape and landscape irrigation that is disturbed by this Project. Said landscape and landscape irrigation shall be replaced in-kind and repaired to the satisfaction of the private property owner (if applicable) and the City Inspector. All repairs and restoration shall be performed by a registered Landscape Contractor who is properly licensed with the State of Arizona. Existing conditions defined herein shall include, but not be limited to, plants, pavestones, decorative boulders, rock, gravel, masonry walls, driveways, concrete borders, planters, electrical lines, lighting, underground sprinkler systems and other landscape materials.

Where the new street right-of-way line (ROW) has been re-aligned through existing private property, Contractor shall modify and restore the private landscape irrigation system from the back of new sidewalk to the limits of the disturbed landscaped areas.

Contractor shall provide and install all piping, plumbing, mounting hardware, fittings, connections, conduit, electrical equipment, junction boxes, valve boxes, covers, plates, sprinkler heads, emitters, and all other equipment, materials and labor as required to complete the Work in a Workmanlike manner and suitable for the purpose for which it was intended. All irrigation systems (i.e., sprinkler heads, bubblers, emitters, controls, etc.) serving an area affected by this Project shall be restored as required to facilitate the continued operation for their intended use. All equipment and materials damaged during construction shall be removed and disposed of and new equipment and materials installed in its place. New equipment and materials shall be of the same type and manufacturer as the items to be replaced and shall provide equal performance. New sprinkler heads shall have the same precipitation output as the existing lawn heads to remain. All piping, pipe fittings, couplings, sprinklers, emitters, conduit, sleeving, low voltage control conductors, service line conductors, drip line, fixtures, etc. used in the repair and restoration of existing sprinkler and emitter systems shall be new, in perfect condition, and shall comply with MAG Specification Section 757.

All sprinkler heads in existing lawn areas in the path of the new construction shall be removed and relocated as

required to provide complete coverage of the lawn area without overspray on sidewalks and walls. If the trees and plants being removed are served with drip irrigation or bubblers, said irrigation system shall be modified to eliminate the irrigation serving the removed tree and/or plant locations such that the remaining system remain in good Working Order to serve all other trees and/or plant materials.

All existing backflow prevention units, controllers, and irrigation control valves in the path of new construction shall be relocated into existing landscaped areas within Temporary Construction Easements away from proposed utilities and underground electrical lines. Completely remove the entire assembly and all accessories and connections leaving the entire space free from exposed parts. Provide and install all piping, plumbing apparatus, mounting hardware, fittings, connections, conduit, electrical apparatus, junction boxes, valve boxes, covers, plates, etc. as required to complete the Work in a Workmanlike manner and suitable for the purpose for which it was intended. All equipment damaged during relocation shall be removed and disposed of and new equipment installed in its place. New equipment shall be of the same type and manufacturer as the equipment to be replaced and provide equal performance and the new construction shall be in accordance with City of Mesa's Standard Details for landscape irrigation system backflow prevention devices.

Where decorative surface gravel or rock exists, Contractor shall remove existing gravel or rock away from the area to be disturbed and away from the area where excavated material will be placed. Any existing plastic under gravel or rock shall be pulled back or removed. The trenches shall be backfilled and compacted to 90% (minimum) of maximum density. After backfilling, the plastic shall be pulled back into place or replaced with 3-mil (minimum thickness) black plastic and the rock or gravel put back into place on top of the plastic. Contractor shall augment the rock or gravel with matched material, as necessary to cover/hide the plastic and underlying soil.

Protection and restoration of property and landscaping shall comply with MAG Specification Sections 107.9, 107.10 and 107.11. Unless otherwise noted on the Plans, all replacement plants, trees and shrubs shall be of the same species and equivalent size as the plant, tree or shrub being replaced, as determined by City Inspector. Notwithstanding said requirement, the minimum tree size shall be 24- inch box and the minimum shrub size shall be 5-gallon.

Restoration Work shall include rough and fine grading, placement of decomposed granite, planting and staking of plant materials, restoration of turf areas, etc. Unless otherwise stated on the Approved Plans, turf area shall be re-established and restored by re-seeding.

Contractor shall be required to provide a temporary water source to the vegetation (including hand watering, if necessary) until the landscape irrigation system is restored to full function at no additional cost to City.

Unless otherwise determined by the City Inspector, Contractor shall complete all repairs and/or restoration Work on damaged or disturbed landscape irrigation systems and damaged electrical lines and lighting within 24-hours of such damage or disruption.

Compliance with the provisions of this section shall be at no additional cost. For each parcel, unless otherwise determined by the City Inspector, Contractor shall complete repairs and restoration Work on landscaping within one week after completion of Project Work on that parcel. In addition, the total duration of Project (including disturbances to the landscape and landscape irrigation) on any one parcel shall not exceed 60 days, unless otherwise approved by the City Inspector

40.0 EQUIPMENT RENTAL RATES FOR ACTUAL COST WORK

Compensation for equipment used on Actual Cost Work (M.A.G. U.S.S. 109.5.1) shall be paid in accordance with the Arizona Department of Transportation (ADOT) "Standard Specifications for Road and Bridge Construction," latest edition, Section 109.04(D)(3), except as follows:

The Rate Adjustment factors for year of manufacture shall be as published in the Dataquest Blue Book.

The Regional Adjustment Factor for climate and regional costs shall apply as published in the Blue Book.

Overtime and Shift rates shall be as follows:

Overtime – at the rate of 1/176th of the monthly rate plus operating cost

Double Shift (16 hours per day) – the first 8-hour shift shall be at the 1/176th of the monthly rate plus operating costs; the second 8- hour shift shall be at 50-percent of the 1/176th of the monthly rate plus operating costs.

Triple Shift (24 hours per day) – the first two shifts as ii) above, the third shift shall be at 50-percent of the 1/176th of the monthly rate plus operating costs.

Compensation under these procedures shall apply to contractor/ subcontractor- owned equipment only. Leased or rented equipment costs will be compensated as specified in ADOT 109.04(0)(3)(c).

41.0 PRE-CONSTRUCTION PHOTOGRAPHS

The CONTRACTOR shall provide pre-construction photographs of the entire work area with driveways and adjacent areas in digital format. The pictures shall be taken at an appropriate size and in sufficient detail for comparison with as-built conditions. If Contractor chooses to use a Video Camera, it must be High Definition in order to provide sufficient photo details.

The CONTRACTOR shall take pre-construction photographs immediately after the “Notice to Proceed” and prior to the start of construction, and submit them to the Engineer.

After the construction paving operations have been completed on a street, it is highly recommended that the CONTRACTOR take photos immediately after. If there are any claims of damage after construction, the photographs will help resolve any claims made against CONTRACTOR.

There shall be no separate payment for “Pre-Construction Photographs”. All labor, materials and equipment necessary for completion of this item shall be included in the various Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices.

42.0 RECORD DRAWINGS & AS-BUILT DRAWINGS

Contractor shall provide record drawings. Record Drawings shall clearly show all differences between the Contract work as drawn and as installed for all work, as well as work added to the Contract which is not shown on the Contract Drawings. The Contractor shall be responsible to coordinate required record surveys.

Contractor shall maintain a set of Civil and Landscape Record Drawings at the job site. They shall be kept legible and current and shall be available for inspection at all times by the Engineer of Record or Architect. Show all changes in the Contract work, or work added, on the Record Drawings in a contrasting color, including work changed by Addendum or Bulletin.

In showing changes in the work, or added work, use the same legends as were used on the Contract Drawings. Indicate exact locations by dimensions and exact elevations given in job datum, by depth. Give dimensions from a permanent point. Give elevations to sewer and storm drainage lines to the invert elevation.

Electrical Record Drawings shall indicate exact routing of all conduit, power and control wiring, etc., location and function of all controls and whether manual or automatic and normal amperage readings for all motors taken at the equipment under normal load conditions.

Record Drawings shall contain the names, addresses and phone number of the Subcontractors and shall be signed by the Contractor.

The Engineer of Record or Architect and City of Mesa shall review the Record Drawings on a weekly basis, and they shall be the sole judges of the acceptability of the drawings. Updated record drawings showing as-built construction shall accompany each monthly progress payment submittal. Upon Completion of the Project, submit final Record Drawings to the Engineer of Record or Architect and District for review. Upon receipt of notice of review of the Record Drawings, deliver them together with one set of prints, to the Engineer of Record or Architect

The CONTRACTOR shall provide a complete set of As-Built drawings sealed by a Registered Land Surveyor licensed to practice in the State of Arizona. These drawings shall be a full-size copy of the original design plan set with as-built

information noted on each sheet and each sheet shall be sealed by a Registered Land Surveyor licensed to practice in the State of Arizona. No final payment will be made until the As-Built drawings have been accepted by the Engineer.

There shall be no separate payment for "As-Built Drawings". All labor, materials and equipment necessary for completion of this item shall be included in the various Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices.

43.0 WEEKLY SITE MEETINGS

Weekly Site Meetings will be held by the Contractor every Thursday morning from 9:00 AM to 10:00 A.M. (Subject to change). The Contractor will be responsible for taking meeting minutes and issuing meeting minutes prior to the next meeting.

All costs associated with the Weekly Site Meetings shall be included in the base bid items.

44.0 DISPOSAL OF DEBRIS AND EXCAVATED OR REMOVED MATERIALS

The Contractor shall be responsible to haul debris from saw-cut and removals to an offsite location. Any required dump charges shall be included in the unit pricing. Hauling costs shall be included in the unit price of each item of work. Spoils from underground utilities shall be left in roadways.

45.0 CONSTRUCTION DEBRIS

The Contractor shall be responsible to haul debris offsite and ensure the site is secure and kept free of trash, debris, oil and all other contaminants. Upon completion of the Work, the Contractor shall ensure the site is cleaned, with all trash, debris, oil and all other contaminants properly disposed of. Final retention will not be released until the staging areas are cleaned to the Agent's satisfaction, and the Work is deemed 100% complete.

46.0 CONCRETE WASHOUTS

Concrete washout locations are to be determined with Agent's Field Representative. The Contractor shall be responsible for the set-up, maintenance and removal of the washout. Any wash out identified to be from this Work that is not in a preapproved location will be cleaned by the Contractor at no additional cost to Agent. Final retention will not be released until all concrete washout areas associated with this Work are cleaned to the satisfaction of Agent's Field Representative.

47.0 POTHOLING

Potholing will not be included as a separate line item for this Project. Any possible potholing that is performed on the Project during the construction phase shall be considered a Non-Pay Item (NPI) and included in the unit prices of the various pay items as provided by the Successful Bidder.

Contractor is advised that potholing may be necessary to avoid existing underground utilities

48.0 SITE ARCHAEOLOGY

Add the following paragraph to the end of subsection 107.4 of the MAG Specifications:

In the event that an archaeological site is inadvertently damaged during construction, all work in the vicinity of the site shall cease immediately. The Contractor shall notify Agent's Field Representative immediately. No portions, pieces, rocks or appurtenances of any size shall be disturbed or removed in any way, shape or form by any Contractor. The Contractor shall then discontinue any work in the vicinity of the archaeological site until Agent verifies the findings and directs the Contractor in writing to continue work.

49.0 COOPERATION BETWEEN CONTRACTORS

Work under this contract will necessitate interaction with other contractors in the same area. Timing of installation of certain facilities on this project will be critical; the Contractor shall be responsible for all required coordination and cooperation with

other contractors on site. Any damage to others' work will be repaired and back charged against this Work at cost plus 25%. The repair will be completed by the original contractor

50.0 HOURS INSPECTIONS ARE AVAILABLE

Inspections by the City's Building Safety Division (for building permit compliance) are only available between the hours of 6:30 a.m. and 3 p.m. Monday through Friday, excluding City holidays. Unless otherwise approved by the City Inspector, Contractor shall schedule all required inspections accordingly.

51.0 MATERIALS AND EQUIPMENT STORED ONSITE

Materials and equipment may be stored onsite with approval from Agent's Field Representative. Agent will not assume any responsibility for materials or equipment staged on the property. Contact an Agent Field Representative for location and approval of construction trailers.

Security and protection of work is the sole responsibility of the subcontractor until final acceptance. Any materials or equipment that is stolen or damaged prior to acceptance of work will not be reimbursed by Agent

52.0 RELOCATION AND/OR ADJUSTMENT OF EXISTING FACILITIES, SERVICE AND ACCESS

If relocation or adjustment of existing facilities is noted on the plans, this is intended to include the relocation or adjustment of items appurtenant to the noted piece of work, just as if they were specifically called out. If the appurtenant items are lost or broken during construction, they shall be replaced by the Contractor with items of equal or better quality, at no additional cost to Agent.

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which the Contractor could not reasonably have been expected to be aware of, Contractor shall promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), give written notice thereof to Agent. Agent will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the underground facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, the Contractor shall be responsible for the safety and protection of such underground facility.

53.0 RETURNING WORK AREA TO EXISTING CONDITIONS

The CONTRACTOR shall return all areas disturbed during construction, except those areas with above ground improvements, back to the original pre-construction state. Pre-Construction photographs per Section 16.0 will be used to determine the pre-construction state. If pre-construction photographs are not provided or do not have sufficient detail the Contractor will be required to return it to the pre-construction state per the property owner, City of Mesa, and SimonCRE Buddy, LLC requirements. There shall be no separate payment for returning work areas to existing conditions. work area shall be maintained on a daily basis. Trash, used material and existing material that has been removed from the construction area shall be cleaned daily and disposed from the property.

54.0 SAFETY STANDARDS

The Construction Documents, and joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

- Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.
- Part 1910 and Part 1926 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.

- Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

The Contractor is responsible for safety of the job site, for employees of contractors as well as for members of the general public who may drive or walk through or be in the vicinity of the job site. The Contractor is advised that the City of Mesa has established a written policy for Contract Construction Safety. The latest revision of this policy, dated September 29, 1999, is herewith incorporated by reference and made a part hereof. Copies of the policy will be provided to the Contractor during the pre-construction meeting.

The above shall not relieve the Contractor of his responsibility to maintain traffic, structures, etc., as noted on the plans, specifications, and Special Provisions. The Contractor is responsible to provide all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the plans, specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by the Contractor's excavation, shoring, bracing, or underpinning shall be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinnings, and trench support shall be included in the appropriate bid items listed in the Bid Schedule, and no additional payment shall be made for this work.

The Contractor shall provide a "competent person" as required by OSHA regulations. The "competent person" shall be identified at the pre-construction conference with the engineer advised in writing of any changes. Contractor shall be responsible to run a weekly safety meeting with all subcontractors.

All Bidders Shall Note the Following Requirements

For all projects that include underground excavation or other work that could impact City of Mesa utilities, the Contractor shall be required to complete a 1-hour Underground Damage Prevention & Safety presentation by the City's Energy Resources Department, prior to the Notice to Proceed being issued.

Contractor may register for a pre-scheduled training session at <https://secure.mesaaz.gov/LearningCenter/Catalogs/Engery-Resources>. This presentation includes background training on the various City of Mesa utility systems, current City programs for locating and protecting existing utilities, a review of hazardous conditions specific to buried utility lines such as gas, electric, water, sewer, telecommunications, etc., and provides a forum for establishing lines of communication between appropriate District and Contractor staff prior to beginning work on the project.

As a minimum, the following Contractor personnel shall attend this presentation and complete any required follow-up activities: Job Superintendent, Foreman, and Operator(s) from the General Contractor, the same staff from the Natural Gas subcontractor(s), and any other major subcontractor as determined by the City Engineer. This presentation is free of charge and there is no pre-set attendance limit. The Contractor is encouraged to have additional field personnel attend if possible.

Following completion of the presentation, the Contractor shall provide a letter to the City Engineer, certifying compliance with this special provision. To be accepted by the City Engineer, Contractor's certification letter must specifically reference the project name and number, the date(s) and time(s) of the presentation, and the names of field personnel who attended.

The City Engineer or designate will schedule training sessions as needed to accommodate the number of Contractors and schedules of upcoming projects. The training will be provided at the City of Mesa's Engineering Construction Division offices or other suitable location. Contractor personnel are responsible for their own transportation to and from the training site. The Contractor should contact the Damage Prevention Office at (480) 644-2717 or (480) 644-3513 for assistance and to make reservations to attend a session. Information on the City's Damage Prevention & Safety training is also available at <http://www.mesaaz.gov/business/gas-electric-info-for-builders-suppliers/damage-prevention-and-safety-training>

Completion of this presentation shall take place prior to the Notice to Proceed, and will typically occur after the pre-construction conference is held. The Contractor can arrange to attend prior to the pre-construction

conference if desired. If the required Contractor field personnel do not attend this training session in a timely manner, the Notice to Proceed may be issued, along with a stop work order until the training is satisfactorily completed, and this will not be an acceptable basis for claiming an extension of contract time. The latest acceptable date for completion of the underground damage prevention training will be established at the pre-construction conference.

Nothing in this Special Provision or the City's Underground Damage Prevention & Safety training presentation shall be construed as replacing or superseding OSHA Regulations, Arizona State Law, and the City's established policy for Contract Construction Safety, or other applicable regulations. The Contractor shall maintain and have sole responsibility for safety of the job site. The Contractor shall be responsible to ensure the Work is completed with all regulatory safety measures in place, including any and all barricading, shoring and security as may be necessary. Said safety measures shall be considered as part of the unit pricing.

55.0 ASBESTOS MATERIALS

The Contractor shall not be responsible for any removal or other handling of asbestos, which may be necessary to complete the work. If the Contractor discovers, during the execution of the work, the presence of asbestos which must be removed or otherwise disturbed to complete the work, the Contractor shall immediately notify Agent's Field Representative in writing of such discovery. The notice shall specify the location of any asbestos so discovered and the nature of the interference with the work resulting from the presence of asbestos. Contractor shall then discontinue any work associated with the discovered asbestos until Agent verifies that such asbestos has been removed and/or abated and directs the Contractor in writing to continue work.

56.0 ASBESTOS FREE FACILITY MATERIAL CERTIFICATION

The installation or use of any materials containing a detectable quantity of asbestos for this project is strictly prohibited. A detectable quantity of asbestos is defined as any detectable amount of asbestos using the method specified in 40 CFR 763, Appendix E, Subpart E, Section 1, and Polarized Light Microscopy.

The Contractor is responsible for insuring and certifying that all materials installed and use for their project are free of any detectable quantities of asbestos. The certification is included as an attachment and covers all work and materials provided by the General Contractor, their subcontractors, or other Contractors performing work on this project shall provide the same certification. This certification must be signed, notarized, and submitted prior to final payment (see Chapter 3 for example certificate).

The asbestos material prohibition shall supersede any material that might inadvertently be specified in the project plans. The City Engineer, or that person's representative, shall be notified in writing seven (7) days prior to ordering any material that may contain detectable quantities of asbestos if the Approved Plans specify the use of such material. The City Engineer, or that person's representative, shall have the discretion to prohibit the use any material containing detectable quantities of asbestos and shall approve or disapprove associated changes in costs. Should the Contractor install material containing detectable quantities of asbestos without proper notification to the City Engineer, or that person's representative, the Contractor shall remove and replace such materials with a material that does not containing detectable quantities of asbestos at no cost.

57.0 PUNCHLIST

The Contractor shall be responsible for completion of a punch list in a manner to ensure final acceptance by Agent's Field Representative, and necessary agency inspectors. Contractor shall be responsible for completing any and all punch list items and obtaining final acceptance for the Work from the City of Mesa. Final retention may be billed once all punch lists are completed. Copies of final punch list approvals must accompany the final retention invoice. Agent may release retention based on receipt of City Final by Project, mutually exclusive of one another.

Landscape Maintenance

Contractor shall be responsible for 90-day maintenance of landscape installation with the maintenance period to begin upon Substantial Completion, as determined by Agent's Field Representative. Maintenance period is a Non-Pay Item (NPI) and shall be part of the unit prices for landscape and irrigation installation.

Demobilization

Authorized demobilization may be approved with notification to Agent's Field Representative to coordinate no other Contractors will be affected from such operations. Demobilization will not be permitted if there are open action items and/or if the work has not been approved by the required agencies.

58.0 PROGRESS PAYMENTS/ FINAL PAYMENTS/ MONTHLY INVOICES

Agent shall pay Contractor in progress payments in accordance with the Arizona Prompt Pay Statute, A.R.S. §34-221 et. seq. The period covered by each Application for Payment shall be one (1) calendar month, beginning on the 1st day of each month and ending on the last day of the month. Contractor shall deliver Applications for Payment to Agent 5 business days before the 1st of each calendar month during the course of construction of the Infrastructure Improvements. Applications for Payment should be submitted to Agent via email to finance@simoncre.com.

Agent shall withhold ten percent (10%) of the amount due under each Application for Payment as retention. The retention will be paid after final completion of the Project as required by the Arizona Prompt Pay Act.

Contractor's Applications for Payment shall be based upon the schedule of values prepared by Contractor and approved by Agent. The schedule of values shall allocate the entire Contract Sum among various portion of Work. The Application for Payment shall state the percentage of completion for each portion of the Work as set forth in the schedule of values and as certified by Contractor. Contractor shall project the value of the completed work through the 14th day of the particular month. The payment due for each Application for Payment shall be computed as follows:

- Multiply the percentage of completion for each portion of the Work (as certified on the Application for Payment) by the total amount allocated to that portion of the Work as set forth on the schedule of values, then add together the foregoing amounts for every identified portion of the Work to arrive at an aggregate total; then
- Subtract ten percent (10%) to be held as retention; then
- Subtract the amount (if any) withheld as provided in Agent's written, detailed statement refusing to certify and approve that portion of the Application for Payment as permitted by the Arizona Prompt Pay statute; then
- Subtract the aggregate total of all portions of prior Applications for Payment for which Agent timely issued a written, details statement refusing to certify and approve for payment such prior Application(s) for Payment if the reasons for refusing to certify and approve such prior amounts have not been removed, then
- Subtract the aggregate of previous payments made by Agent

Agent's final payment to Contractor shall be in accordance with the Arizona Prompt Pay Statute. Contractor shall pay its subcontractors in accordance with the Arizona Prompt Pay Statute.

Contractor shall submit with its Applications for Payment Conditional Waiver and Release on Progress Payment forms executed by Contractor and all subcontractors and suppliers who are to receive payment from the current Application for Payment and Unconditional Waiver and Release on Progress Payment forms executed by Contractor and all subcontractors and suppliers who received payment from the previous month's Application for Payment. Contractor shall also submit executed Conditional Waiver and Release on Final Payment forms to receive final payment and executed Unconditional Waiver and Release on Final Payment forms after the final payment checks have cleared the bank. All Waivers must comply with the forms included in the bid package.

Separate invoices shall be presented for the following:

- a. ROW Permit Fee Reimbursement (with a copy of the permit attached)
- b. Temporary Traffic Control Fees (with copies of associated billing attached)
- c. Approved Change Orders

Preliminary Notice Instructions will be provided to the Contractor when the Contract is distributed for execution.

59.0 CONTRACTOR LABOR REQUIREMENTS

The Contractor shall ensure that all employees have a legal right to live and work in the United States. Upon request by the District, a copy of the Birth Certificate, Certificate of Naturalization, Immigration Card, or Special Entry Permit shall be provided to the City Engineer. In addition, employee compensation shall meet all applicable requirements of the Fair Labor Standards Act (FLSA) and Federal Minimum Wage Laws.

60.0 COMPLIANCE WITH FEDERAL AND STATE LAW

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

The Contractor must also comply with ARS §34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. §34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the Owner that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the District.

The District retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the District in regard to any such inspections.

The District may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the District in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 2748 of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by ARS §23-214, Subsection A.

61.0 WARRANTIES

The Contractor warrants that the materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contracts. Work not conforming to the requirements, including substitutions not properly approved and authorized, may be considered defective.

Agent is entitled to request evidence as to the kind and quality of materials and equipment furnished for the project.

The Contractor's warranty excludes remedy for damage or defect caused by abuse modifications not executed by the

Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage

62.0 PROJECT CLOSEOUT REQUIREMENTS

Upon completion of the Work, the Contractor is required to meet with Agent's Field Representatives to confirm completions, submittal, and acceptance of all project requirements, including but not limited to, securing City Final Letter(s) of Acceptance on the Scope of Work, final payments, release of retention and waivers, the completion and gathering of all documentation and transferring the work from construction to operation and maintenance status

63.0 CORRECTION OF DEFECTS & ONE YEAR WALK THROUGH

Upon receipt of written notice from the Agent, or any agent of the Agent designated as responsible for management of the Warranty Period, of the discovery of a defect, the Contractor shall promptly remedy the defect(s), and provide written notice to the Agent and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to the Agent, or if the Contractor fails to remedy within 30 days, or within another period agreed to in writing, the Agent may correct the defect and be reimbursed the cost of remedying the defect from the Contractor or its Surety.

One Year Walk-Through

If, within one year after date of Final Completion of the Work or designated portion thereof; any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Agent to do so unless the Agent has previously given the Contractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of the Work first performed after Final Completion by the period of time between Final Completion and the actual performance of the Work.

This obligation shall survive acceptance of the Work under the Contract and termination of the Contract. The Agent shall give such notice promptly after discovery of the condition.

The Contractor will return to the jobsite to repair or replace any work which is found to be defective or deficient before the expiration of a one-year period.

Nothing contained in this paragraph shall be constructed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described above relates only if the specific obligation of the Contract to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

64.0 EXAMINATION OF AGENT'S CONTRACT

Before submitting a Bid Proposal, Contractor shall carefully examine Owner's Sample Construction Contract as provided in Chapter 2, visit the site of the Work, and fully inform themselves as to all existing conditions and limitations. Chapter 3 includes the Project Team contact information for this Project. No consideration will be granted for any alleged misunderstanding of the material, articles or piece of equipment to be furnished or work to be done.

It is understood that the tender of the Bid Proposal carried with it the agreement to all items and conditions referred to herein or indicated in the Agent's Construction Contract. The Successful Bidder will contract with SimonCRE Buddy, LLC for the Work described as Scope of Work. A sample Notice of Award is included in Chapter 2.

65.0 EXECUTION OF CONTRACT

Within 10 calendar days of receipt of Contract for execution from Owner, the Bidder shall execute the Contract and provide the required certificate of insurance, and return the executed documents to Agent for review and processing. Failure by Bidder to properly execute the Contract and provide the required certification as specified

shall be considered a breach of Contract by Bidder. Owner shall then be free to terminate the Contract or, at option, release Successful Bidder and be free to award the Contract to another Bidder.

66.0 ADDITIONAL PROVISIONS

66.1 Contract Applicability: The Bidder shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific IFB. All previous agreements, contracts, or other documents, which have been executed between the Bidder and the Developer, are not applicable to this IFB or any resultant contract.

66.2 Gratuities: The Developer may, by written notice to the Bidder, cancel the resultant contract if it is found by the Developer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Bidder or any agent or representative of the Bidder, to any officer or employee of the Developer and/or City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event Developer pursuant to this provision cancels the resultant contract, Developer shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible City government customers, shall not be prohibited by this paragraph.

66.3 Public Record: All offers submitted in response to this IFB, whether or not accepted by the Developer, shall become a matter of public record available for public inspection, subsequent to the award notification, in accordance with the City's Procurement Code and Arizona's Public Records laws, as applicable.

66.4 Confidential Information: If a Bidder believes that a Bid, IFB, offer, specification, or protest contains information that should be withheld, a statement advising the Developer of this fact shall accompany the submission and the information shall be identified. The information identified by the Bidder as confidential shall not be disclosed until the Developer makes a written determination on the claim of confidentiality.

66.5 Lobbying Prohibition: Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the Developer, including but not limited to the City Council, employees, and contractors engaged to assist in the solicitation, is prohibited.

A. This prohibition is imposed from the time of the first public notice of the solicitation until the Developer cancels the solicitation, rejects all responses, awards a Contractor, and otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or City committee meeting.

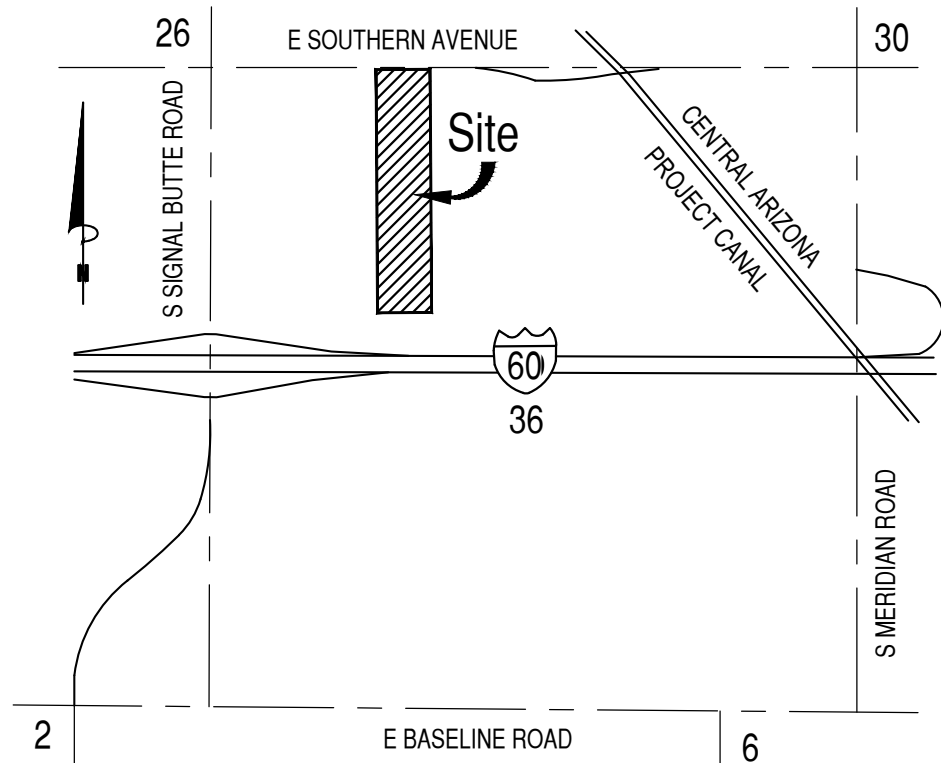
B. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation or City or Developer initiated communications for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-bid conferences, clarification of responses, presentations if provided for in the solicitation, requests for Best and Final Proposals, contract negotiations, interviews, protest/appeal resolution, or surveying non-responsive vendors.

C. Violations of this provision shall be reported to Purchasing and may be a basis for rejecting a response or disbarment of the violator by the Developer. Persons and/or entities violating this prohibition may be subject to a warning letter, rejection of their response, or disbarment by the Developer, in the Developer's discretion, depending on the nature of the violation.

66.6 A Bidder wishing to respond to disqualification or a procurement outcome may refer to the City Code, Chapter 2, Article XII, Section 2-349 which governs protest procedures utilized throughout the selection process. The procedures may be reviewed through the City of Phoenix website at: https://library.municode.com/az/surprise/codes/municipal_code?nodeId=PTIGEO_CH2AD_ARTIXPRCO_S2-349BIPR

MEDINA STATION
ADOT PROPERTY GRADING PLANS
SEC OF SIGNAL BUTTE ROAD & SOUTHERN AVENUE
MESA, ARIZONA

A PORTION OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 7 EAST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP
N.T.S.

OWNER/DEVELOPER

SIMONCRE BUDDY, LLC
6900 E 2ND STREET
SCOTTSDALE, AZ 85251
PH: 480.745.1956
CONTACT: ERIC HURLEY
EMAIL: ERIC.HURLEY@SIMONCRE.COM

ENGINEER

BOWMAN CONSULTING
1600 N DESERT DRIVE
SUITE 210
TEMPE, AZ 85288
PH: 480.629.8830
CONTACT: DAVID MALDONADO-CAMOU

BENCHMARK

FOUND CITY OF MESA NAIL WITH BRASS TAG ON THE TOP OF CURB AT THE NORTH ANGLE POINT AT THE NORTHEAST CORNER OF SIGNAL BUTTE ROAD AND SOUTHERN AVENUE.

ELEVATION = 1545.540' (NAVD '88)

BASIS OF BEARING

THE BASIS OF BEARING IS THE MONUMENT LINE OF SIGNAL BUTTE ROAD, ALSO BEING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 36, USING A BEARING OF NORTH 00 DEGREES 09 MINUTES 53 SECONDS WEST, PER "MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY," BOOK 932 OF MAPS, PAGE 28, RECORDS OF MARICOPA COUNTY, ARIZONA.

FLOOD ZONE

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C2315L, DATED OCTOBER 16, 2013, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (NO SHADE): AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

AS-BUILT CERTIFICATION

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

REGISTERED ENGINEER/LAND SURVEYOR REGISTRATION NO. DATE

I HEREBY CERTIFY THAT THE "AS-BUILT" INFORMATION SHOWN HEREON SATISFIES THE INTENT OF THE DESIGN

REGISTERED ENGINEER/LAND SURVEYOR REGISTRATION NO. DATE

APPROVALS

MARICOPA COUNTY ENVIROMENTAL SERVICE DEPARTMENT DATE

APPROVED COPY

CITY OF MESA: ENGINEERING DEPARTMENT

PLAN APPROVAL DOES NOT CONSTITUTE
AN APPROVAL OR PERMIT FOR VIOLATION
OF ANY PROVISIONS OF THE MAG UNIFORM
STANDARD SPECIFICATIONS & DETAILS AS
AMENDED BY THE CITY OF MESA.

BY: Craig Alteri

DATE: 05.27.25

A-301036
1 of 9

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS CONTRACT NOTICE OF EXTENDED PAYMENT PROVISION THE CONSTRUCTION CONTRACT WILL ALLOW THE OWNER TO MAKE PAYMENT WITHIN THIRTY (30) DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS



Bowman

Bowman Consulting Group Ltd
1600 N. Desert Drive Ste 210
Tempe, Arizona 85288
Phone: (480) 629-8830

www.bowman.com
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GRADING PLANS COVER SHEET

MEDINA STATION

SEC OF SIGNAL BUTTE ROAD & SOUTHERN AVENUE

MESA, ARIZONA

MARICOPA COUNTY

051798-01-001
PROJECT NUMBER

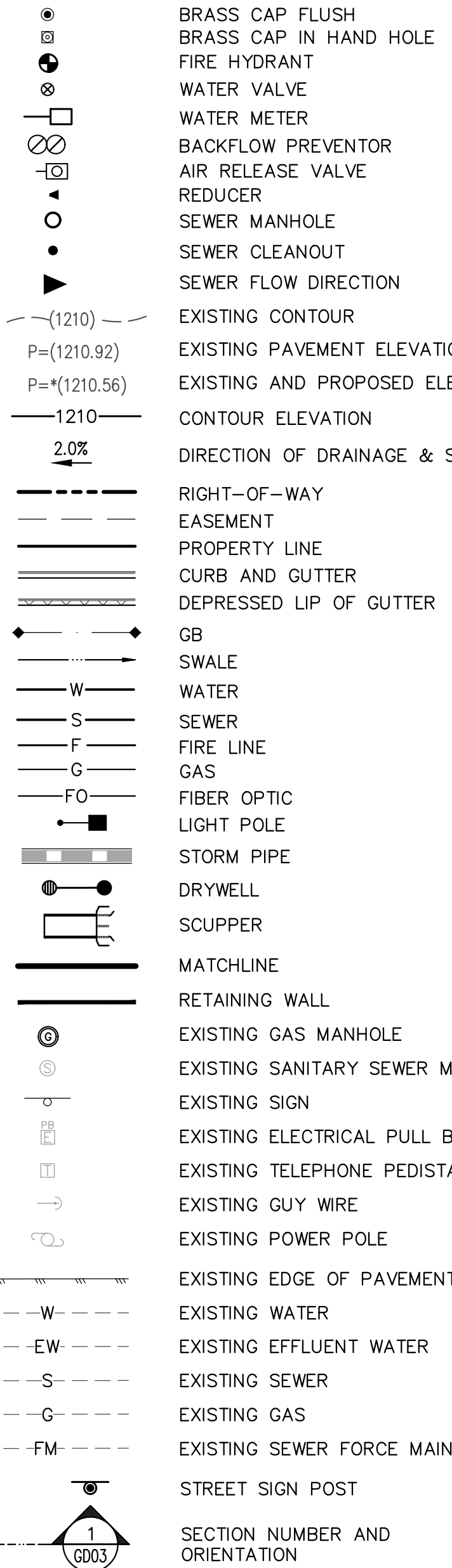


PLAN STATUS

DATE DESCRIPTION
AC JDC DMC
DESIGN DRAWN CHKD
SCALE H: N.T.S.
V: N.T.S.
JOB No. 051798-01-001
DATE: 04.28.25

GD01
SHEET 01 OF 09

LEGEND



ABBREVIATIONS

R/W	RIGHT-OF-WAY
CL	CENTERLINE
B/C	BACK OF CURB
F/C	FACE OF CURB
S/W	SIDEWALK
MH	MANHOLE
SCO	SEWER CLEAN OUT
CO	CURB OPENING
FH	FIRE HYDRANT
EOP	EDGE OF PAVEMENT
STA	STATION
CI	CURVE TABLE NUMBER
LI	LINE TABLE NUMBER
PUFE	PUBLIC UTILITIES AND FACILITIES EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
VTE	VISIBILITY TRIANGLE EASEMENT
LF	LINEAR FEET
SF	SQUARE FEET
SY	SQUARE YARDS
CY	CUBIC YARDS
EA	EACH
RT	RIGHT
LT	LEFT
EX	EXISTING
GB	GRADE BREAK
FG	FINISH GRADE
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
UGE	UNDERGROUND ELECTRIC
OHE	OVER HEAD ELECTRIC
FP	FINISHED PAD ELEVATION
FF	FINISHED FLOOR ELEVATION
TC	TOP OF CURB ELEVATION
G	GUTTER ELEVATION
P	PAVEMENT ELEVATION
SW	SIDEWALK ELEVATION
C	CONCRETE ELEVATION
TCG	TOP OF CURB AND GUTTER ELEVATION
VG	VALLEY GUTTER ELEVATION
FL	FLOW LINE ELEVATION
HWE	HIGH WATER ELEVATION
BOT	BOTTOM ELEVATION
TOP	TOP ELEVATION
TW	TOP OF WALL
TF	TOP OF FOOTING
TRW	TOP OF RETAINING WALL
INV	INVERT ELEVATION

SHEET INDEX

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04-08	GD04-GD08
09	GD09

GRADING PLANS COVER SHEET
GRADING PLANS GENERAL NOTES SHEET
GRADING PLANS QUANTITIES SHEET
GRADING PLAN
GRADING SECTIONS

THIS SET OF CONSTRUCTION PLANS HAVE BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES FOR REVIEW AND TO DETERMINE ANY POTENTIAL CONFLICTS.		
UTILITY COMPANY	COMPANY CONTACT	DATE SUBMITTED
SOUTHWEST GAS CONTRACT LOCATOR	ELM LOCATING DISPATCH - 623.780.3350	02.24.25
CTLQOL - CENTURY LINK	USIC DISPATCH CENTER - 800.778.9140	02.24.25
COX COMMUNICATIONS	USIC DISPATCH CENTER - 800.778.9140	02.24.25
CITY OF MESA UTILITIES	CHRIS MEHAN - 480.215.2433	02.24.25
SALT RIVER PROJECT	SRP BLUE STAKE - 602.236.8026	02.24.25
SALT RIVER VALLEY WATER USERS ASSOCIATION	SUSANA ORTEGA - 602.236.5799	02.24.25

3. THESE PLANS ARE SUBJECT TO THE INTERPRETATION OF INTENT BY THE ENGINEER. ALL QUESTIONS REGARDING THESE PLANS SHALL BE PRESENTED TO THE ENGINEER. ANYONE WHO TAKES UPON THEMSELVES THE INTERPRETATION OF THE DRAWINGS OR MAKES REVISIONS TO THE SAME WITHOUT CONFERRING WITH THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE CONSEQUENCES THEREOF.
2. THE ESTIMATED QUANTITIES SHOWN ARE FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETENESS AND ACCURACY OF A DETAILED ESTIMATE BASED ON THESE PLANS, CURRENT CODES, AND SITE VISITATION.
3. ALL EARTHWORK CONSTRUCTION SHALL CONFORM TO THE LATEST MARICOPA ASSOCIATION OF GOVERNMENTS STANDARD DETAILS AND/OR SPECIFICATIONS INCLUDING ANY SUPPLEMENTS THERETO, AND ALL ADDENDA. THE CONTRACTOR IS TO FOLLOW THE RECOMMENDATION OF THE PROJECT SOIL INVESTIGATION REPORT AND LETTER.
4. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY THEMSELVES AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OR DEFICIENCY IN QUANTITIES. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OR RELATIVE.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
6. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
7. THE CONTRACTOR IS TO VERIFY THE LOCATION, ELEVATION, CONDITION, AND PAVEMENT CROSS-SLOPE OF ALL EXISTING SURFACES AT POINTS OF TIE-IN AND MATCHING, PRIOR TO COMMENCEMENT OF GRADING, PAVING, CURB AND GUTTER OR OTHER SURFACE CONSTRUCTION. SHOULD EXISTING LOCATIONS, ELEVATIONS, CONDITION, OR PAVEMENT CROSS-SLOPE DIFFER FROM THAT SHOWN ON THESE PLANS, RESULTING IN THE DESIGN INTENT REFLECTED ON THE PLANS NOT ABLE TO BE CONSTRUCTED, THE CONTRACTOR SHALL NOTIFY THE OWNER'S AGENT IMMEDIATELY FOR DIRECTION ON HOW TO PROCEED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR ACCEPTS RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH CORRECTIVE ACTION IF THESE PROCEDURES ARE NOT FOLLOWED.
8. EXISTING UTILITIES SHOWN ON THESE PLANS HAVE BEEN LOCATED ACCORDING TO INFORMATION PROVIDED BY THE AGENCY OPERATING EACH UTILITY. LOCATIONS SHOWN ARE APPROXIMATE ONLY, AND SHOULD BE CONSIDERED APPROXIMATE. CALL ARIZONA BLUE STAKE FOR FIELD LOCATION AT 8-1-1 OR 1-800-STAKE-IT A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATION. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE NOT NOTED FOR RELOCATION OR REMOVAL. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE REPLACED IN KIND IF DISTURBED.
9. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION, OR VARIANCE FROM THESE PLANS. ANY VARIATIONS FROM THESE PLANS SHALL BE TAKEN ON CONSTRUCTION FIELD PRINTS AND TRANSMITTED TO THE ENGINEER.
10. ANY INSPECTION BY THE CITY, COUNTY, ENGINEER, OR OTHER JURISDICTIONAL AGENCY, SHALL NOT, IN ANY WAY, RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH APPLICABLE CODES AND AGENCY REQUIREMENTS.
11. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL UNDERGROUND FACILITIES FROM DAMAGE DURING CONSTRUCTION. THE DEPTH OF COVER IS DESIGNED FOR FINAL GRADE. THEREFORE, EXTRA CARE SUCH AS BERMING OVER PIPES, FLAGGING OR SIGNAGE SHOULD BE USED DURING CONSTRUCTION TO MAINTAIN COVER OR PROTECT THE UNDERGROUND FACILITIES.
12. THE ENGINEER MAKES NO REPRESENTATION OR GUARANTEE REGARDING EARTHWORK QUANTITIES OR THAT THE EARTHWORK FOR THIS PROJECT WILL BE DUE TO THE VARYING FIELD CONDITIONS, CHANGING SOIL TYPES, ALLOWABLE CONSTRUCTION TOLERANCES AND CONSTRUCTION METHODS THAT ARE BEYOND THE CONTROL OF THE ENGINEER. EARTHWORK QUANTITIES SHOWN ARE RAW, AND DO NOT ACCOUNT FOR SOIL SHRINK, SWELL OR GROUND SCARIFICATION.
13. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING PIPE AT PROPOSED CONNECTIONS PRIOR TO NEW PIPE INSTALLATION. NOTIFY ENGINEER IMMEDIATELY OF CONFLICTS OR DISCREPANCIES FROM THE PLANS.
14. CONTRACTOR TO COMPLY WITH ALL ADA REQUIREMENTS RELATING TO CONSTRUCTION.

1. ALL WORK AND MATERIALS SHALL CONFORM TO THE CURRENT UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION AS FURNISHED BY THE MARICOPA ASSOCIATION OF GOVERNMENTS AND AS AMENDED BY THE CITY OF MESA. ALL WORK AND MATERIALS NOT IN CONFORMANCE WITH THESE AMENDED SPECIFICATIONS AND DETAILS ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
2. SEPARATE RIGHT-OF-WAY PERMITS ARE REQUIRED FOR ALL PUBLIC UTILITIES, PUBLIC STREET IMPROVEMENTS, AND RIGHT-OF-WAY LANDSCAPING. FOR INFORMATION REGARDING AVAILABILITY AND COST OF RIGHT-OF-WAY PERMITS, CONTACT THE DEVELOPMENT SERVICES DEPARTMENT AT (480) 644-4273 OR AT [HTTP://WWW.MESAAZ.GOV/DEVUSTAIN/CONSTRUCTIONPERMITS.ASPX](http://www.mesaaz.gov/devustain/constructionpermits.aspx). THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED UNLESS OTHERWISE NOTED. CONTRACTORS MUST HOLD THE APPROPRIATE CLASS OF LICENSE AND SHALL HAVE ON FILE WITH THE PERMIT SERVICES SECTION PROOF OF INSURANCE COVERAGE. PERMITS BECOME INVALID AND MUST BE UPDATED IF WORK HAS NOT BEGUN WITHIN NINETY (90) DAYS. PERMITS ALSO BECOME INVALID IF THE CONTRACTOR'S INSURANCE LAPSES OR IS VOIDED.
3. TWENTY FOUR (24) HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK, CONSTRUCTION OR INSTALLATIONS ASSOCIATED WITH THIS PERMIT, THE PERMITEE SHALL NOTIFY CITY OF MESA ENGINEERING DEPARTMENT AT (480) 644-2251 OF INTENT TO BEGIN AND REQUEST/SCHEDULE PRELIMINARY FIELD REVIEW AT THE PROJECT SITE WITH THE CITY OF MESA ENGINEERING DEPARTMENT CONSTRUCTION INSPECTOR (CITY INSPECTOR). FAILURE TO PROVIDE PROPER INSPECTION NOTIFICATION AS PRESCRIBED ABOVE SHALL RESULT IN THIS PERMIT BECOMING INVALID AND WORK BEING STOPPED.
4. CONTRACTOR'S SHALL COMPLY WITH THE REQUIREMENTS TO OBTAIN THE NECESSARY RIGHT-OF-WAY PERMITS AND SHALL COMPLY WITH THE RIGHT-OF-WAY PERMIT CONDITIONS AS FOUND ON THE BACK OF THE PERMIT FORM.
5. THE CITY OF MESA PARKS & RECREATION DIVISION IS NOT REPRESENTED BY BLUE STAKE. WHEN THE CONTRACTOR EXCAVATES NEAR OR ADJACENT TO A CITY PARK, THE CONTRACTOR SHALL CONTACT THE PARKS & RECREATION ADMINISTRATION SECTION AT (480) 644-2354 TO REQUEST ASSISTANCE IN LOCATING ALL THEIR UNDERGROUND FACILITIES.
6. THE CONTRACTOR SHALL OBTAIN AN EARTH-MOVING PERMIT FROM THE MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT AND SHALL COMPLY WITH ITS REQUIREMENTS FOR DUST CONTROL.
7. THE ENGINEER HEREBY CERTIFIES AS EVIDENCED BY A PROFESSIONAL SEAL & SIGNATURE, THAT ALL AFFECTED UTILITY COMPANIES BOTH PUBLIC AND PRIVATE HAVE BEEN CONTACTED AND ALL EXISTING AND/OR PROPOSED UTILITY LINES AND OTHER RELATED INFORMATION HAVE BEEN TRANSFERRED ONTO THESE PLANS. THE ENGINEER OR ARCHITECT ALSO HEREBY CERTIFIES THAT ALL EXISTING AND/OR PROPOSED PUBLIC RIGHT-OF-WAY AND EASEMENTS HAVE BEEN CORRECTLY PLOTTED/SHOWN.
8. THE ENGINEER, OR LAND SURVEYOR OF RECORD SHALL CERTIFY UPON COMPLETION OF CONSTRUCTION THAT ALL PUBLIC IMPROVEMENTS (WATER AND SEWER UTILITIES, STORM SEWER, CONCRETE, PAVING, STREET LIGHTS, ETC.) HAVE BEEN INSTALLED AT THE LOCATIONS AND ELEVATIONS SHOWN ON THE APPROVED PLANS. ANY CHANGES SHALL BE REFLECTED ON "AS-BUILT" DRAWINGS PROVIDED BY THE ENGINEER TO THE CITY'S ENGINEERING DEPARTMENT.
9. THE REGISTERED ENGINEER OR LAND SURVEYOR SHALL CERTIFY THAT THE MINIMUM HORIZONTAL AND VERTICAL SEPARATIONS BETWEEN UTILITIES WITHIN PUBLIC RIGHT-OF-WAY AND EASEMENTS HAVE BEEN MAINTAINED AS REQUIRED BY LAW OR POLICY.
10. THE DEVELOPER SHALL PROVIDE ALL CONSTRUCTION STAKING FOR THE PROJECT.
11. THE DEVELOPER OR THE ENGINEER IS RESPONSIBLE FOR ARRANGING FOR THE RELOCATION OR REMOVAL OF ALL UTILITIES OR FACILITIES THAT ARE IN CONFLICT WITH THE PROPOSED PUBLIC IMPROVEMENTS. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE RELOCATION OF ALL UTILITIES, POWER POLES, IRRIGATION DRY-UPS, RESETS REMOVALS BY OTHERS, ETC.
12. THE CONTRACTORS SHALL LOCATE ALL UTILITIES PRIOR TO EXCAVATION AND AVOID DAMAGE TO SAME. CALL (602) 263-1100 FOR BLUE STAKE TWO WORKING DAYS PRIOR TO DIGGING. CALL SALT RIVER PROJECT FOR POLE BRACING, ELECTRIC SERVICE OR CONSTRUCTION SCHEDULING AT (602) 273-8888.
13. WHEN GAS MAINS AND/OR SERVICES ARE EXPOSED, CONTACT THE CITY OF MESA AT (480) 644-2261 FOR INSPECTION OF THE EXPOSED PIPE AND COATING PRIOR TO BACKFILLING OF THE TRENCH.
14. CONTRACTORS SHALL COMPLY WITH THE PROVISIONS FOR TRAFFIC CONTROL AND BARRICADING PER THE CURRENT CITY OF MESA TRAFFIC BARRICADE MANUAL.
15. IF A FIRE HYDRANT IS NEEDED TO OBTAIN CONSTRUCTION WATER, THE CONTRACTOR SHALL OBTAIN A FIRE HYDRANT METER FROM PERMIT SERVICES AND PAY ALL APPLICABLE FEES AND CHARGES.
16. IF DURING THE CONSTRUCTION OF A PUBLIC FACILITY, THE CONTRACTOR FAILS TO OR IS UNABLE TO COMPLY WITH A REQUEST OF THE CITY INSPECTOR, AND IT IS NECESSARY FOR CITY FORCES TO DO WORK THAT IS NORMALLY THE CONTRACTOR'S RESPONSIBILITY, THE CITY SHALL BE JUSTIFIED IN BILLING THE CONTRACTOR. EACH INCIDENT REQUIRING WORK BY CITY FORCES SHALL BE COVERED BY A SEPARATE BILLING AT THE CURRENT APPLICABLE RATES.
17. THE CONTRACTOR IS ADVISED THAT DAMAGE TO PUBLIC SERVICES OR SYSTEMS AS A RESULT OF THIS PROJECT SHALL BE REPAIRED BY THE CONTRACTOR AND INSPECTED BY THE CITY INSPECTOR. UNLESS OTHERWISE APPROVED BY THE CITY, ALL REPAIRS SHALL BE DONE WITHIN 24 HOURS. THE CONTRACTOR IS ADVISED THAT ANY COSTS RELATED TO REPAIR OR REPLACEMENT OF DAMAGED PUBLIC SERVICES AND SYSTEMS AS A RESULT OF CONTRACTOR'S ACTIVITIES SHALL BE BORNE BY THE CONTRACTOR.

1. THE DEVELOPER AND THE CONTRACTOR ARE REQUIRED TO COORDINATE THE PLACEMENT OR INSTALLATION OF DRIVEWAYS IN ORDER TO AVOID CONFLICT WITH UTILITY SERVICES. PAGE 3 OF 7.
2. ALL FRAMES, COVERS, VALVE BOXES, MANHOLES, ETC., SHALL BE INSTALLED TO FINISH GRADE OR SHALL BE ADJUSTED TO FINISH GRADE AFTER PLACING OF ASPHALTIC SURFACE COURSE BY THE CONTRACTOR PER M.A.G. STANDARD DETAIL 270 AND 422.
3. THE CONTRACTOR SHALL ADJUST ALL FRAMES, COVERS, VALVE BOXES, MANHOLES, ETC. THAT ARE LOCATED WITHIN THE PARKWAY AREA AFTER FINAL GRADING AND INSTALLATION OF LANDSCAPING.
4. ALL LANDSCAPING IMPROVEMENTS, INCLUDING IRRIGATION SYSTEMS WITHIN THE PUBLIC RIGHT-OF-WAY OR RETENTION BASINS THAT ARE TO BE MAINTAINED BY THE CITY OF MESA, SHALL BE IN ACCORDANCE WITH THE LANDSCAPING AND IRRIGATION STANDARDS BOOKLET.
5. THE STREET PAVING PERMITTEE/CONTRACTOR IS HEREBY NOTIFIED THAT IN THE EVENT THAT ACCEPTANCE OF THE PUBLIC STREET PAVING IS DELAYED; SIX MONTHS OR MORE AFTER THE PAVEMENT WAS INSTALLED, THE PERMITTEE/CONTRACTOR SHALL APPLY A SEAL COAT TO THE PAVEMENT. TYPE OF MATERIAL AND RATE OF APPLICATION WILL BE DIRECTED BY THE CITY OF MESA ENGINEERING DEPARTMENT.
6. A STANDARD RESIDENTIAL DRIVEWAY APPROACH SHALL BE CONSTRUCTED TO A MAXIMUM WIDTH OF 30 FEET UNLESS SPECIAL APPROVAL HAS BEEN OBTAINED.

GENERAL NOTES FOR RIGHT-OF-WAY PERMITS

1. ALL WORK SHALL CONFORM TO THE REVISED EDITION OF THE UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION PUBLISHED BY THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) AS AUTHORIZED AND MODIFIED BY THE MOST CURRENT MCDOT SUPPLEMENT TO THE MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS AND NON-CONFLICTING PROJECT SPECIAL PROVISIONS. ALL WORK MUST ALSO COMPLY WITH RESOLUTION 2001-01 MARICOPA COUNTY RESOLUTION FOR PERMITS TO WORK IN DEDICATED RIGHT-OF-WAY AND RESOLUTION 2001-02 MARICOPA COUNTY RESOLUTION FOR STREET IMPROVEMENTS, INSTALLATION OF UTILITIES AND TRAFFIC CONTROL. ANY EXCEPTIONS MUST RECEIVE EXPEDIT APPROVAL FROM MCDOT AND SHALL BE IDENTIFIED ON THE PLANS AS HAVING EXPEDIT APPROVAL FROM MCDOT. ALL CLEAR ZONE HAZARDS SHALL BE MITIGATED IN A MANNER APPROVED BY MCDOT AT NO COST TO THE COUNTY.
2. THE ENGINEERING DESIGNS ON THESE PLANS ARE ONLY APPROVED BY MCDOT IN CONCEPT AND NOT IN DETAIL. CONSTRUCTION QUANTITIES ON THESE PLANS ARE NOT VERIFIED BY MCDOT. APPROVAL OF THESE PLANS ARE FOR PERMIT PURPOSES ONLY AND SHALL NOT PREVENT MCDOT FROM REQUIRING CORRECTION OF ERRORS IN THE PLANS WHERE SUCH ERRORS ARE SUBSEQUENTLY FOUND TO BE IN VIOLATION OF ANY LAW, ORDINANCE, HEALTH, SAFETY, MCDOT ROADWAY DESIGN MANUAL, OR OTHER DESIGN ISSUES.
3. AN APPROVED SET OF PLANS SHALL BE ON THE SITE DURING CONSTRUCTION AND AVAILABLE TO MCDOT AND OTHER INSPECTORS.
4. ALL BOX CULVERTS CONSTRUCTED IN THE PUBLIC RIGHT-OF-WAY SHALL COMPLY WITH ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) LATEST DESIGN SPECIFICATIONS AND STANDARDS. MINIMUM CLEAR HEIGHT OF BOX CULVERT SHALL BE 4 FEET.
5. CONTRACTOR TO OBTAIN MCDOT PERMITS PRIOR TO CONSTRUCTION WITHIN COUNTY RIGHT-OF-WAY, AND ALL NECESSARY PERMITS OTHER AGENCIES AND FROM LOCAL GOVERNMENTS FOR WORK WITHIN THEIR JURISDICTION.
6. CONTRACTOR SHALL NOTIFY THE MCDOT INSPECTION DEPT. AT LEAST 24 HOURS IN ADVANCE OF ANY CONSTRUCTION AT (602) 506-8606.
7. CONTRACTOR PERFORMING CONSTRUCTION OR EXCAVATING OPERATIONS IS RESPONSIBLE FOR LOCATING AND RELOCATING ALL UTILITIES IN CONFLICT AT NO EXPENSE TO MARICOPA COUNTY. THE CONTRACTOR SHALL CONTACT BLUE STAKE AT (602) 263-1100 PRIOR TO BEGINNING CONSTRUCTION.
8. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY REQUIRED PERMITS FOR EARTH MOVING FROM MARICOPA COUNTY AIR QUALITY DEPARTMENTS STUD COMPLIANCE DIVISION (602) 506-6010 PRIOR TO CONDUCTING EXCAVATION OPERATIONS. A COPY OF THE PERMIT AND DUST CONTROL PLAN SHALL BE SUBMITTED TO THE COUNTY ENGINEER PRIOR TO COMMENCEMENT OF ANY EARTHMOVING ACTIVITIES.
9. PRIOR TO CONDUCTING EXCAVATION OPERATIONS, THE CONTRACTOR SHALL OBTAIN FROM THE ARIZONA STATE HISTORICAL PRESERVATION OFFICE (602) 542-4009, RECOMMENDATIONS REGARDING THE NEED FOR CULTURAL RESOURCES (ARCHAEOLOGICAL) CLEARANCE. ALL DISCOVERIES OF HUMAN REMAINS, CULTURAL ARTIFACTS, OR PALEONTOLOGICAL REMAINS SHALL BE REPORTED TO THE ARIZONA STATE MUSEUM AND MCDOT. UPON DISCOVERY, CONTRACTOR SHALL CEASE OPERATIONS IN THE VICINITY OF THE FIND AND PROTECT THE DISCOVERY AREA FROM FURTHER DISTURBANCE UNTIL THE FIND CAN BE PROFESSIONALLY INVESTIGATED BY THE ARIZONA STATE MUSEUM AND MCDOT.
10. EXCEPT UNDER EMERGENCY CONDITIONS, ROADS SHALL NOT BE CLOSED FOR CONSTRUCTION ACTIVITY UNLESS PRIOR APPROVAL IS OBTAINED FROM THE MCDOT TRANSPORTATION DIRECTOR OR HIS REPRESENTATIVE.
11. PRIOR TO MOVING OR DESTROYING PROTECTED NATIVE PLANT SPECIES, THE CONTRACTOR SHALL FILE A FORMAL NOTICE OF INTENT WITH THE ARIZONA DEPARTMENT OF AGRICULTURE NATIVE PLANTS (602) 542-6408.
12. PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK, BASE COURSE AND WEARING SURFACE, SUBMIT SOIL TEST(S) OF SUB-GRADE AND REVISED PAVEMENT DESIGN/CALCULATIONS TO MCDOT FOR REVIEW AND APPROVAL. IF SUB-GRADE STABILIZATION IS REQUIRED, THE AREA STABILIZED SHALL BE FROM BACK OF SIDEWALK TO BACK OF SIDEWALK AND MATCH THE STABILIZATION DEPTH OF THE PAVEMENT STRUCTURE.
13. ASPHALT MIX DESIGN SHALL BE SUBMITTED TO MCDOT A MINIMUM OF 48 HOURS PRIOR TO PLACING ANY ASPHALT COURSES. (TRENCH WORK EXCLUDED.) ALL PAVED TURNOUTS SHALL HAVE THE SAME ASPHALT AND BASE REQUIREMENTS AS THE ADJACENT ROADWAY UNLESS NOTED OTHERWISE.
14. ALL COMPACTION AND BACKFILL WITHIN COUNTY RIGHT-OF-WAY SHALL CONFORM TO THE MCDOT SUPPLEMENT TO MAG SPECIFICATIONS SECTION 601. BACKFILL UNDER EXISTING PAVEMENT, CURB AND GUTTER, ROADWAY SHOULDERS, AND UNPAVED ROADWAYS SHALL CONSIST OF ONE-HALF (1/2) OR ONE SACK CLSM. UNPAVED ROADWAY AREAS INCLUDE THE TRAVELLED WAY PLUS FIVE FEET BEYOND THE TRAVELLED WAY.
15. ALL STRUCTURES, SUCH AS MANHOLES, VALVE BOX & COVERS, AND MONITORING WELLS MUST BE MARKED WITH AT LEAST TWO REFLECTIVE YELLOW FLEX POSTS WHEN STRUCTURES ARE LOCATED OUTSIDE THE TRAVELED WAY AND WITHIN THE RIGHT-OF-WAY. (APPLIES ONLY WHEN THERE IS NO CURB.)
16. PAVEMENT WIDENING AND PAVEMENT REPLACEMENT SHALL CONFORM TO REQUIREMENTS OF SPECIFICATION SECTION 336. PAVEMENT CUTS SHALL NOT BE LOCATED WITHIN A LANE WHEEL PATH. THE LANE WHEEL PATH IS THE ENTIRE LANE WIDTH EXCEPT THE AREA WITHIN ONE FOOT OF A LANE LINE STRIPE AND EXCEPT THE CENTER TWO FEET OF THE TRAVEL LANE.
17. ALL EXISTING PAVEMENT MARKING, TRAFFIC SIGNS AND SIGNAL EQUIPMENT THAT NEEDS TO BE REMOVED, REPLACED, RELOCATED OR REPAIRED BECAUSE OF CONTRACTOR'S WORK WILL BE DONE BY THE CONTRACTOR AT HIS EXPENSE. ALL SALVAGED SIGNS SHALL BE DELIVERED TO THE TRAFFIC OPS BUILDING AT 2909 W. DURANGO ST. ARRANGEMENTS CAN BE MADE FOR DELIVERY BY CALLING (602) 506-8662. ALL NEW STREET NAME SIGNS SHALL BE PROVIDED AND INSTALLED BY PERMITTEE AT NO EXPENSE TO MARICOPA COUNTY.
18. PAVEMENT MARKING, SIGNING AND SIGNAL WORK WILL BE INSPECTED AND SHALL MEET COUNTY STANDARDS BEFORE RELEASE OF BOND.
19. THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS WITHIN THE RIGHT-OF-WAY TO A CONDITION EQUAL TO OR BETTER THAN EXISTING IMPROVEMENTS PER MAG 107.9. DISPOSAL OF ALL WASTE MATERIAL WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

1. ALL WORK SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH ADOT 2021 EDITION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2019 CONSTRUCTION STANDARD DRAWINGS, SIGNING & MARKING STANDARD DRAWINGS AND TRAFFIC SIGNALS & LIGHTING STANDARD DRAWINGS, ALONG WITH ALL CURRENT REVISIONS.
2. TRAFFIC SHALL BE PROTECTED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), 2009 EDITION AND THE ARIZONA SUPPLEMENT MODIFICATIONS DATED JANUARY 13, 2012, AND THE ADOT TRAFFIC CONTROL DESIGN GUIDELINES. ALL SIGNS, PLACEMENT OF SIGNS, THE NECESSITY OF FLAG PERSONS AND UNIFORMED OFFICERS ARE THE RESPONSIBILITY OF THE PERMITTEE.
3. THE CONTRACTOR SHALL STRIPE THE PROJECT ROADWAY IN ACCORDANCE WITH THE CURRENT EDITION OF THE SIGNING AND MARKING STANDARD DRAWINGS, (M&S – SERIES) AND THE STRIPING PLANS.
4. THE INFORMATION ON THESE DRAWINGS SHOWING THE TYPE, SIZE AND LOCATION OF EXISTING UTILITIES IS BASED ON THE BEST INFORMATION AVAILABLE. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND DEPTH OF ALL UNDERGROUND FACILITY.
5. ALL RIGHT OF WAY MARKERS, DISTURBED, DESTROYED OR REMOVED SHALL BE REPLACED BY A R.L.S. PER CONSTRUCTION STANDARD DRAWING C-21.10. MONUMENTS THAT ARE RE-ESTABLISHED SHALL BE RECORDED AT THE APPROPRIATE COUNTY RECORDER'S OFFICE, AND A COPY OF THE CORNER RECORDED DOCUMENTATION SHALL BE SUBMITTED TO THE ENGINEER AND ADOT R/W PLANS SECTION WITHIN FIVE WORKING DAYS OF RECORDDATION.
6. ALL WORK NOT IN CONFORMANCE WITH THESE PLANS AND ADOT SPECIFICATIONS SHALL BE REMOVED AT THE CONTRACTORS EXPENSE.
7. ADOT MAY MAKE PERIODIC SITE INSPECTIONS AND RESERVES THE RIGHT TO REVERSE THE LOCATION OF SEDIMENT TRAPPING DEVICES AND THE TYPES OF STRUCTURAL CONTROLS AS THE FIELD CONDITIONS DICTATE. THE CONTRACTOR AGREES TO IMPLEMENT ANY SUCH REVISIONS AT ADOT REQUEST.
8. ADOT REQUIRES STRIPING OBLITERATION TO BE TESTED FOR LEAD BASED PAINT BY PROJECT OWNER PRIOR TO OBLITERATION. IF TEST RESULTS ARE BELOW POLICY THRESHOLD LIMITS, NO FURTHER ACTION WILL BE REQUIRED. PLEASE SUBMIT TEST RESULTS ASAP FOR FURTHER GUIDANCE.

Bowman

Bowman Consulting Group Ltd
1600 N. Desert Drive Ste 210
Tempe, Arizona 85288

Phone: (480) 629-8830

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GRADING PLANS GENERAL NOTES SHEET

MEDINA STATION

SEC OF SIGNAL BUTTE ROAD & SOUTHERN AVENUE

MESA, ARIZONA

MARICOPA COUNTY

051798-01-001
PROJECT NUMBER

[illegible]

DATE	DESCRIPTION	
AC	JDC	DMC
DESIGN	DRAWN	CHKD
SCALE	H: N.T.S.	
	V: N.T.S.	

JOB No. 051798-01-001

DATE : 04.28.25

GD02
SHEET 02 OF 09

A-301037
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THE PROMPT PAY LAW WILL BE ALTERED FOR THIS
CONTRACT NOTICE OF EXTENDED PAYMENT PROVISION
THE CONSTRUCTION CONTRACT WILL ALLOW THE
OWNER TO MAKE PAYMENT WITHIN THIRTY (30) DAYS
AFTER CERTIFICATION AND APPROVAL OF BILLINGS



1 INSTALL LOOSE RIP-RAP EROSION PROTECTION D50=6", 12" THICKNESS 17923 SF

1	EXISTING FENCE TO BE REMOVED AND REINSTALLED AS REQUIRED TO MATCH EXISTING	703 LF
2	EXISTING HEADWALL TO BE PROTECTED IN PLACE	1 EA
3	EXISTING FENCE TO BE PROTECTED IN PLACE	90 LF

NOTE:
EARTHWORK QUANTITIES ARE ESTIMATED RAW
VOLUMES NUMBERS WITH NO SHRINKAGE OR
PRECOMPACTION LOSSES TAKEN INTO CONSIDERATION.
THE CONTRACTOR SHALL PREPARE HIS OWN
EARTHWORK ANALYSIS FOR BIDDING PURPOSES.

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS
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GRADING PLANS QUANTITIES SHEET

MEDINA STATION

SEC OF SIGNAL BUTTE ROAD & SOUTHERN AVENUE

MESA, ARIZONA

MARICOPA COUNTY

051798-01-001
PROJECT NUMBER



PLAN STATUS

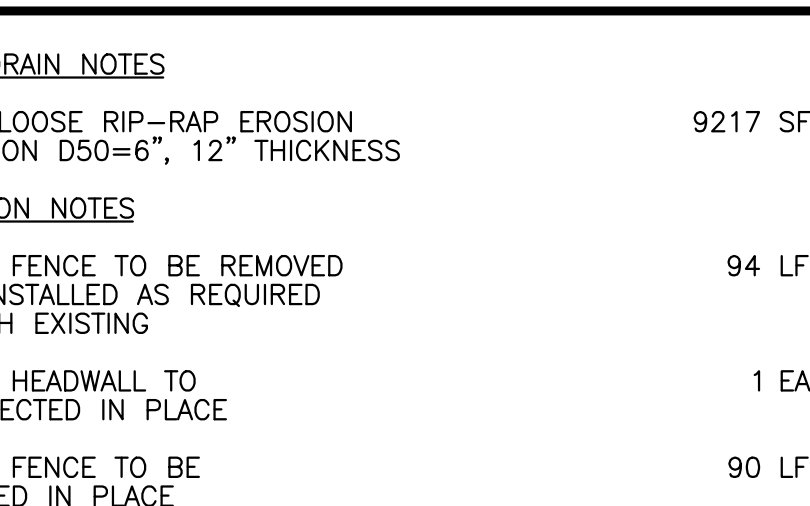
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DATE	DESCRIPTION	
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SCALE	H: N.T.S. V: N.T.S.	

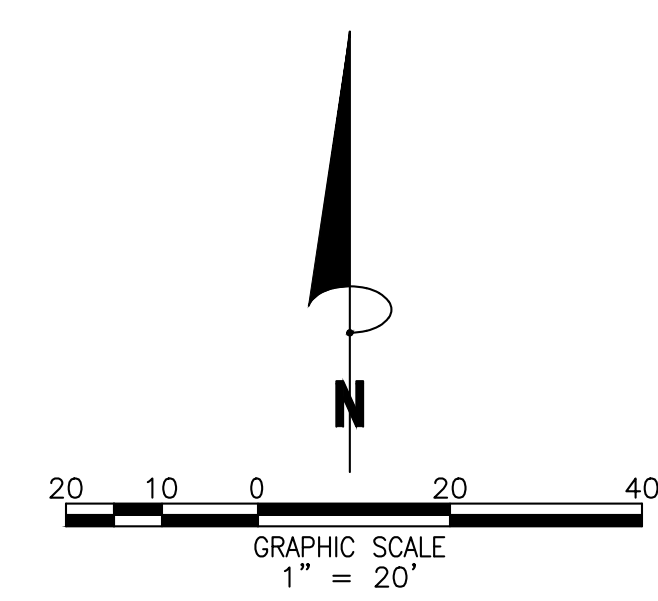
JOB No. 051798-01-001

DATE : 04.28.25

GD03
SHEET 03 OF 09

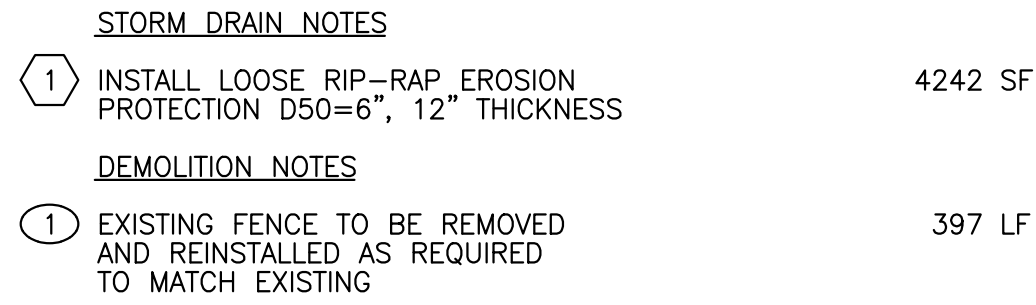


FOUND MCHD BRASS CAP IN HANDHOLE ON E
SOUTHERN AVENUE APPROXIMATELY 700'
WEST OF THE CENTRAL ARIZONA PROJECT
CANAL BEING THE NORTH QUARTER CORNER
OF SECTION 36, T1N, R7E
STA=63+03.68
(E SOUTHERN AVENUE)
N=870786.78
E=799901.66



A-301039
4 of 9

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS
CONTRACT NOTICE OF EXTENDED PAYMENT PROVISION
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 1600 N. Desert Drive, Ste 210
 Tempe, Arizona 85288
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GRADING PLAN

MEDINA STATION

SEC OF SIGNAL BUTTE ROAD & SOUTHERN AVENUE

MESA, ARIZONA

MARICOPA COUNTY

051798-01-001
PROJECT NUMBER



PLAN STATUS

DATE	DESCRIPTION	
AC	JDC	DMC
DESIGN	DRAWN	CHKD
SCALE	H: 1" = 20' V: N.T.S.	

OB No. 051798-01-001

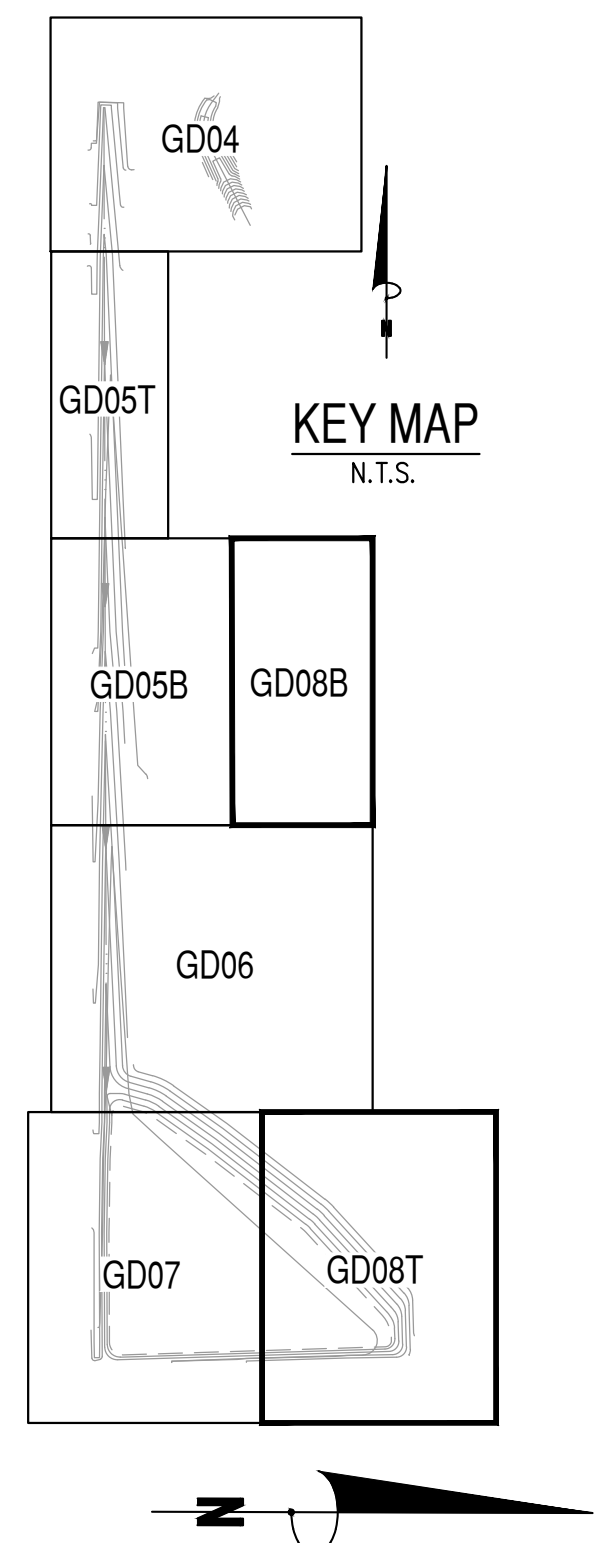
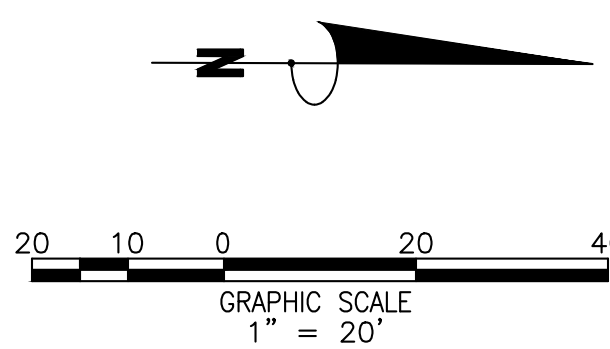
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CD07

GD07
EET 07 OF 09

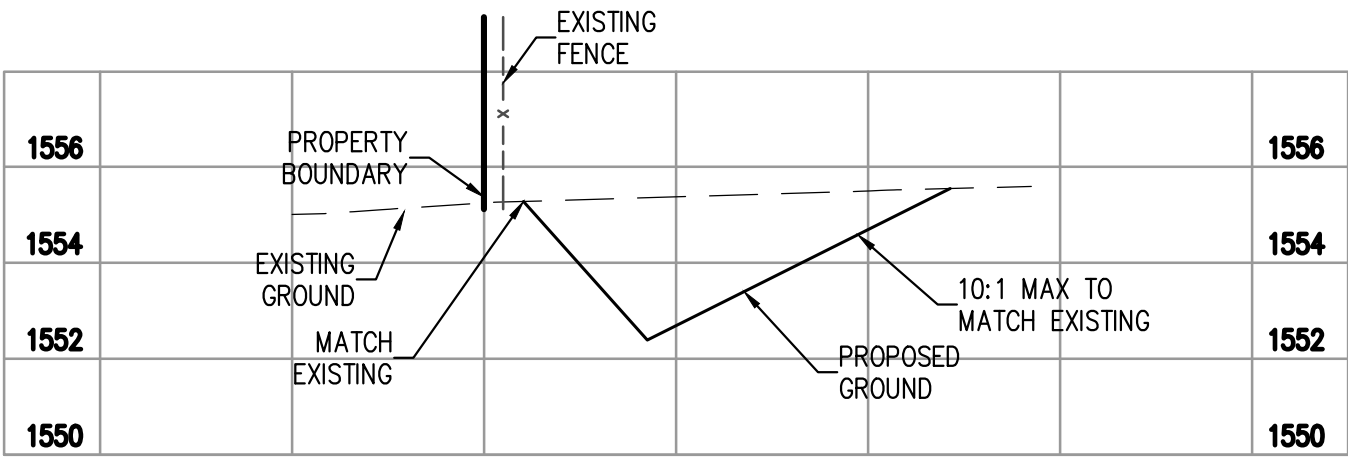
THE PROMPT PAY LAW WILL BE ALTERED FOR THIS
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THE CONSTRUCTION CONTRACT WILL ALLOW THE
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AFTER CERTIFICATION AND APPROVAL OF BILLINGS



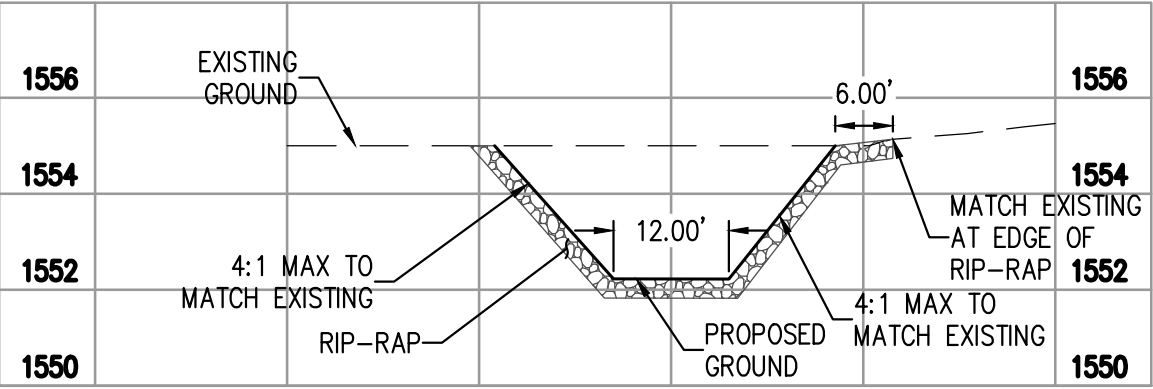


THE PROMPT PAY LAW WILL BE ALTERED FOR THIS
CONTRACT NOTICE OF EXTENDED PAYMENT PROVISION
THE CONSTRUCTION CONTRACT WILL ALLOW THE
OWNER TO MAKE PAYMENT WITHIN THIRTY (30) DAYS
AFTER CERTIFICATION AND APPROVAL OF BILLINGS

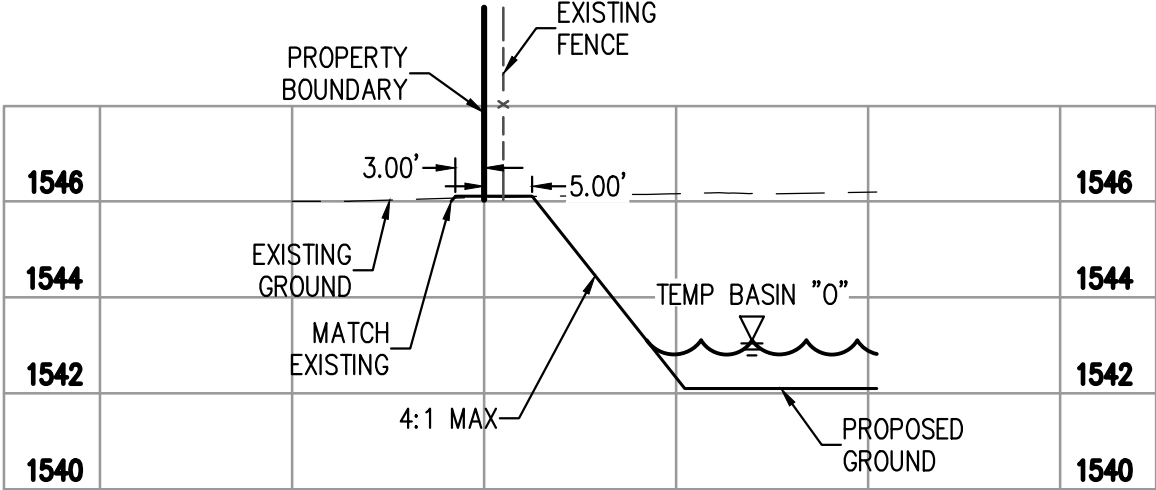




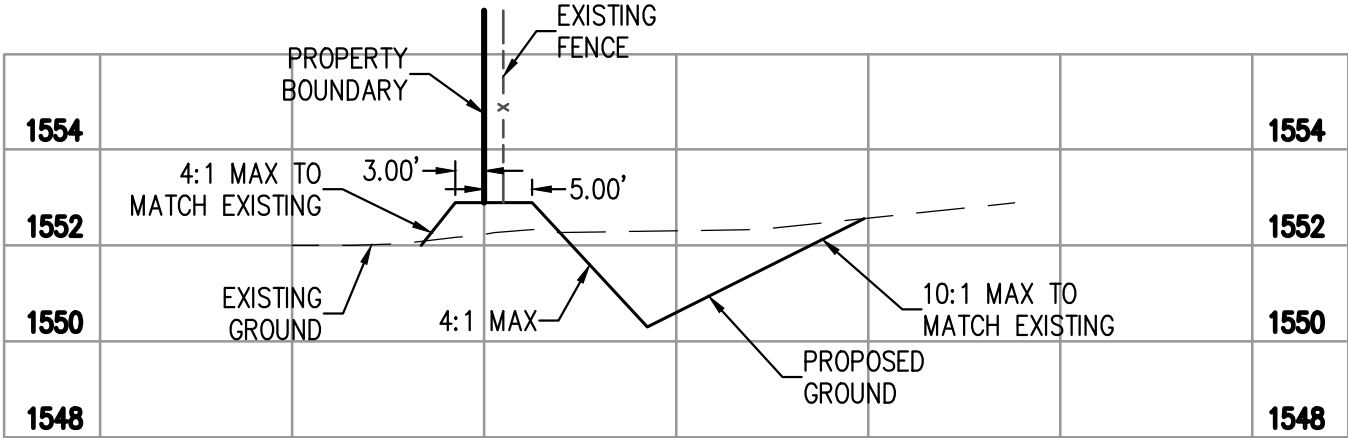
SECTION A1
1"=20' HORIZ
1"=4' VERT



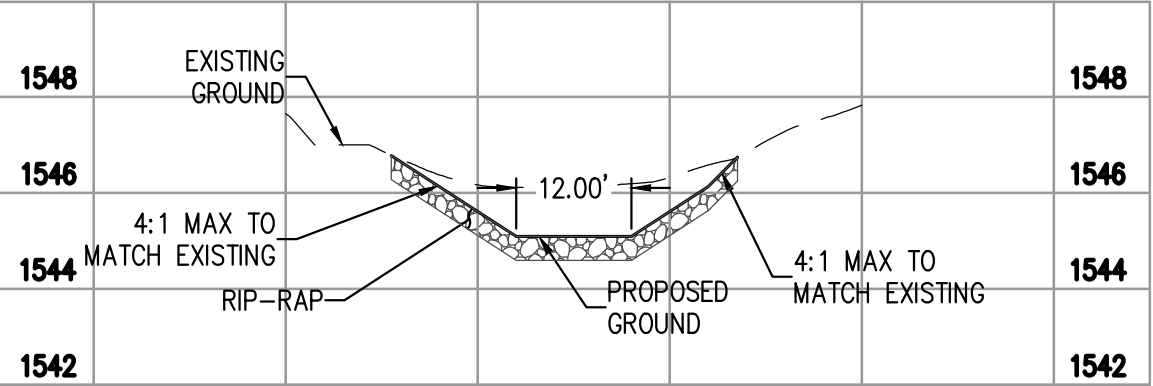
SECTION B1
1"=20' HORIZ
1"=4' VERT



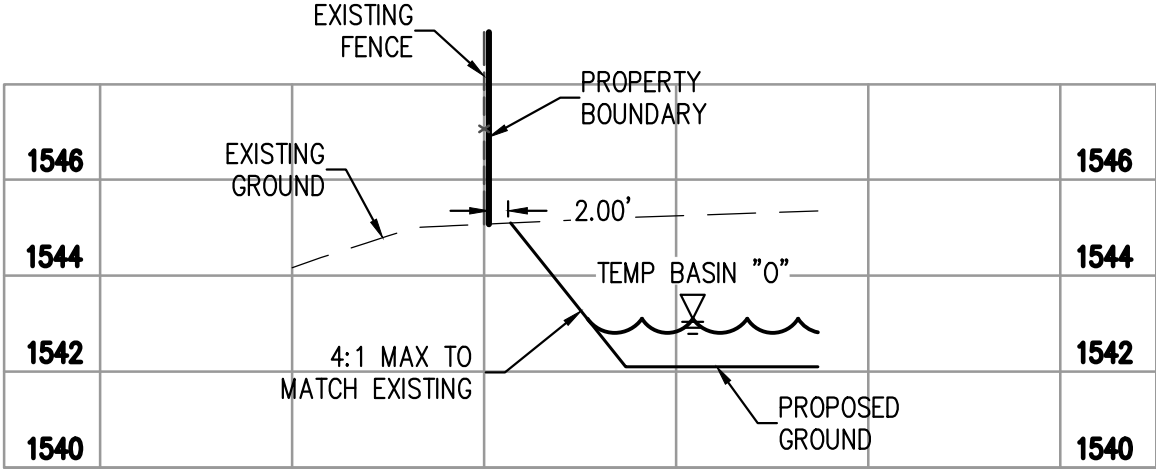
SECTION F
1"=20' HORIZ
1"=4' VERT



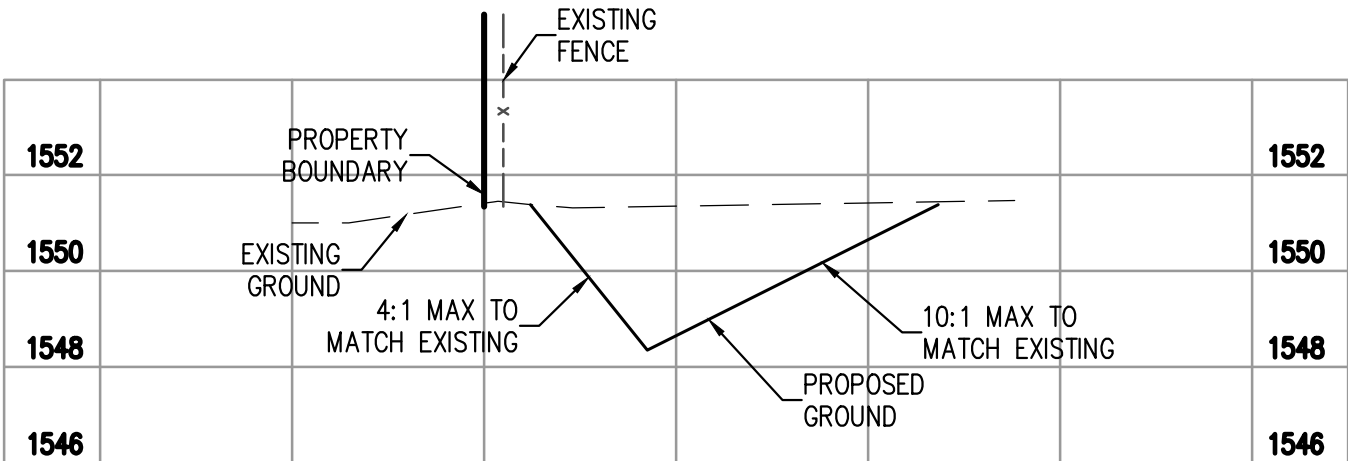
SECTION A2
1"=20' HORIZ
1"=4' VERT



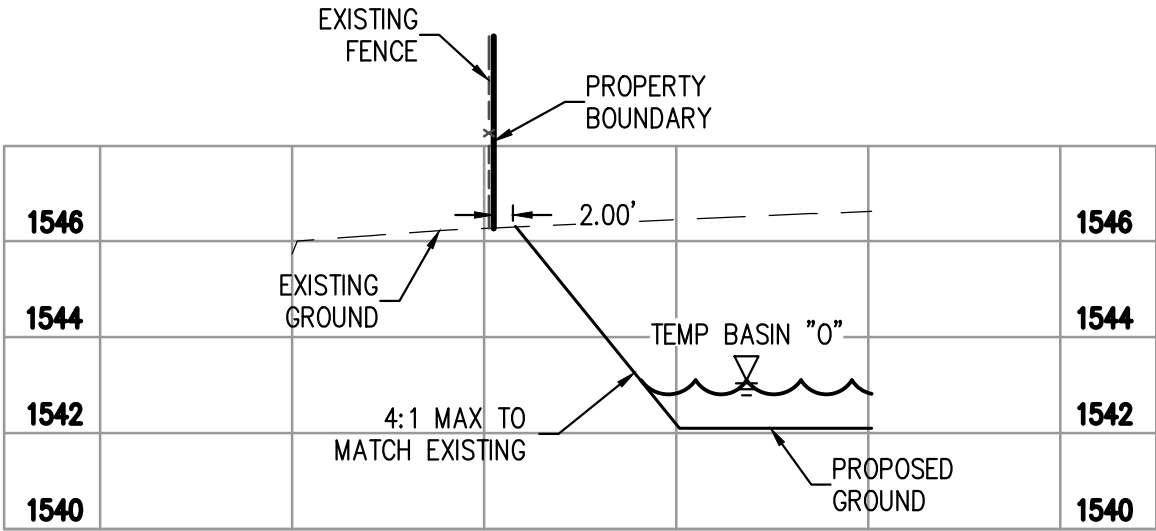
SECTION B2
1"=20' HORIZ
1"=4' VERT



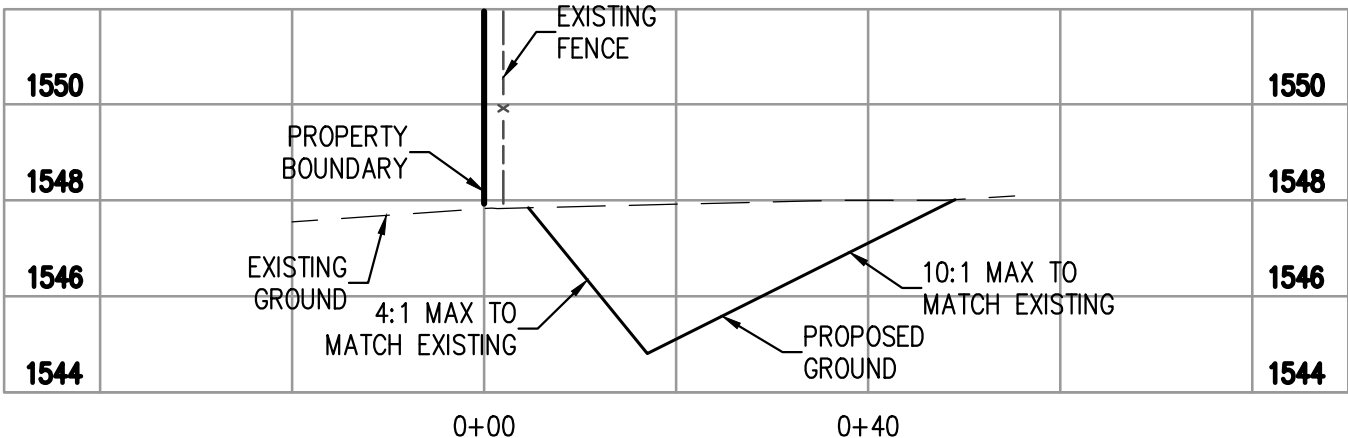
SECTION G
1"=20' HORIZ
1"=4' VERT



SECTION A3
1"=20' HORIZ
1"=4' VERT



SECTION H
1"=20' HORIZ
1"=4' VERT



SECTION A4
1"=20' HORIZ
1"=4' VERT

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THE PROMPT PAY LAW WILL BE ALTERED FOR THIS CONTRACT NOTICE OF EXTENDED PAYMENT PROVISION THE CONSTRUCTION CONTRACT WILL ALLOW THE OWNER TO MAKE PAYMENT WITHIN THIRTY (30) DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS

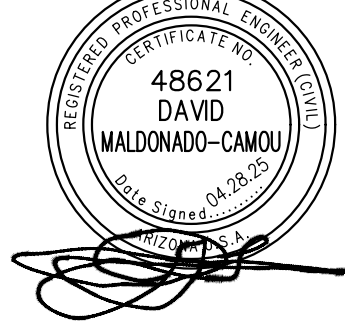


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1600 N. Desert Drive Ste 210
Tempe, Arizona 85288
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SEC OF SIGNAL BUTTE ROAD & SOUTHERN AVENUE
MESA, ARIZONA
MARICOPA COUNTY

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PLAN STATUS

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JOB No. 051798-01-001

DATE : 04.28.25

GD09
SHEET 09 OF 09