

Town Of Queen Creek, Arizona

INVITATION FOR BIDS

DATED: October 30, 2025

FOR:

IFB No. 26-007, Power Road Widening - Riggs Road to Chandler Heights Road

PROJECT #A1405



TOWN OF QUEEN CREEK, ARIZONA

INVITATION FOR BIDS

IFB No. 26-007

Project No. A1405, Power Road Widening - Riggs Road to Chandler Heights Road

SUBMITTAL DUE DATE AND TIME: December 2, 2025 at 3:00 P.M. LOCAL AZ TIME

SUBMITTAL LOCATION: Bidder shall submit one (1) electronic, editable pdf version of their bid. Bids

shall be accompanied by the Bid security and other required documents. You may submit your bid by the due date and time through the Town of

Queen Creek e-Procurement Portal

https://procurement.opengov.com/portal/queencreekaz

NO EMAILED, FAXED, MAILED OR HAND-DELIVERED BIDS WILL BE

ACCEPTED

BID OPENING LOCATION: Bids will be opened virtually via OpenGov

PRE-BID MEETING DATE: November 12, 2025,

TIME: 10:00 a.m.

LOCATION: Law Enforcement / Community Chambers,

20727 E. Civic Parkway, Queen Creek, Arizona, 85142.

ISSUING OFFICE: Town of Queen Creek, CIP Department

BIDDING DOCUMENTS: Plans and specifications along with any addenda or supplemental

information is available from the Town of Queen Creek e-Procurement

Portal at: https://secure.procurenow.com/portal/queencreekaz

SUBSTANTIAL COMPLETION OF

WORK:

294 Calendar Days from the Notice to Proceed.

QUESTIONS: Michelle Honea, Senior Procurement Officer

480-358-3237

michelle.honea@queencreekaz.gov

All questions must be submitted by 5:00 PM, November 19, 2025. Any question related to this Invitation for Bid (IFB) shall be via the Town of

Queen Creek e-Procurement Portal, located at https://secure.procurenow.com/portal/queencreekaz.

Please note the deadline for submitting questions. All responses to questions will be posted on the Town of Queen Creek e-Procurement Portal. It is recommended that Bidder click "Follow" on this IFB to receive an email notification when responses are posted. It is the sole responsibility of the

Bidder to check the website for responses to inquiries.



PROJECT DESCRIPTION

The Town of Queen Creek is soliciting bids from qualified contractors for construction services to widen Power Road from its current two-lane configuration (one lane in each direction) to a five-lane roadway, consisting of two lanes in each direction and a center two-way left-turn lane. The project limits extend from Riggs Road to just south of Chandler Heights Road.

In addition to roadway expansion, the A1405 improvements will include new bike lanes, curb and gutter, street lighting, and upgraded drainage infrastructure. A six-foot-wide sidewalk will be constructed along the east side of Power Road to enhance pedestrian accessibility. A new traffic signal will be installed at Cloud Road, and the existing signal at Power Road and Ivy Lane will be modified to accommodate the widened roadway.

The project also includes landscaping and irrigation improvements along the east side of Power Road between Riggs Road and Chandler Heights Road.

The corridor passes through a predominantly low-density rural residential area. On the west side of Power Road, several properties have yard gates that front the roadway. The east side consists of a mix of low-density residential properties, undeveloped land, a church, and Casteel High School.

Drainage enhancements are designed to capture and convey stormwater from roadway improvements through a system of catch basins and scuppers, which discharge into the existing drainage channel along the east side of the road. Additionally, a new two-barrel concrete box culvert will be constructed under Cloud Road to carry existing stormwater from the drainage ditch located east of Power Road.

Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.



TABLE OF CONTENTS OF BIDDING DOCUMENTS

DOCUMENT	PAGE NO.
Invitation for Bids	2
Project Description	3
Table of Contents of Bidding Documents	4
Instructions To Bidders	5
Contract	14
General Conditions of Contract	20
Insurance Requirements	21
Special Provisions List	24
Bid Schedule	25

ATTACHMENTS

Attachment A - Non-Collusion Affidavit

Attachment B - Statutory Bid Bond

Attachment C – Bid Response Authorization

Attachment D - Resolution of Board of Directors

EXHIBITS

Exhibit A - Special Provisions

Exhibit B – Geotechnical Report

Exhibit C - Drainage Report

Exhibit D – County Approval to Construct

Exhibit E - Plan Set

Exhibit F - Southwest Gas Plans

Exhibit G - Century Link Plans

Exhibit H – SRP Plans



INSTRUCTIONS TO BIDDERS

INSTRUCTION 1:

DEFINED AND CONTROLLING TERMS

- 1.01 <u>Definitions</u>: Terms used in these Instructions to Bidders have the meanings indicated in the Contract, the General Conditions, the Project Specifications, Special Provisions, Contract Documents, Special Provisions, and Town Purchasing Procedures, as applicable. Additional terms used in these Instructions to Bidders have the meanings indicated below:
 - A. Bid, Bidder A Bid is the response submitted, and the party submitting a Bid is a Bidder.
 - B. Design Professional The engineer, architect or other design professional designated in the Contract Documents
 - C. *IFB* This Invitation for Bids, all supporting documents included herewith, all Bidding Documents, and all properly issued Addenda.
 - D. *Issuing Office* The office from which the Bidding Documents are to be issued. The Issuing Office is set forth in the Invitation for Bids above.
 - E. ProcureNow The Town's e-Procurement Portal.
 - F. *Project* The Project set forth in the Project Description above.
 - G. *Project Manager* The Project Manager set forth in the Invitation for Bids or as otherwise designated in writing by the Town. If no other Project Manager is designated, the Project Manager shall be the Issuing Office.
 - H. Site the physical location where the Project is located and any ancillary or adjacent areas to be utilized by Contractor and/or Town in relation to the Project.
 - I. *Town* The Town of Queen Creek, Arizona.
 - J. *Vendor Questionnaire* The required questions to be answered, listed as part of the Respondents response in the E-Procurement Portal: OpenGov.
- 1.02 Town Purchasing Procedures: Town has adopted Purchasing Procedures which provides for the fair and equitable treatment of all persons involved in public purchasing by the Town, maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity. The provisions of this IFB are intended to be consistent with and incorporate herein the applicable terms of the Town Purchasing Procedures, including without limitation, the Articles dealing with Source Selection and Contract Formation (Art. 3), Specifications (Art. 4), Procurement of certain types of contracts (Art. 5), Debarment or Suspension (Art. 6), Appeals and Remedies (Art. 8), and Ethics in Public Contracting (Art. 11). The Town Purchasing Procedures are available on the Town's website.

INSTRUCTION 2: COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained electronically from the Procurement website in the format stated in the Invitation for Bids above.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids. Neither Town, Project Manager, nor the Issuing Office assumes any responsibility for errors or misinterpretations resulting from the use of incomplete, modified or unofficial sets of Bidding Documents.
- 2.03 Town, the Issuing Office and/or Project Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.



INSTRUCTION 3: QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 10 days of Town'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.
- 3.02 A Bidder's failure to submit required qualification information within the time(s) indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Instruction 3 to submit information will prejudice the right of Town to seek additional information, as requested in the Town's sole discretion, regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.05 Additional factors that may be considered in determining whether a Bidder is "responsible" include, but are not limited to, the following:
 - A. Record of performance and integrity (e.g., whether the Bidder has failed to provide satisfactory performance on any previous contract with the Town)
 - B. Whether the Bidder is legally qualified to contract with the Town
 - C. Previous debarment by any governmental entity or authority

INSTRUCTION 4: BIDDER'S PRE-BID OBLIGATIONS AND REPRESENTATIONS

- 4.01 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 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 the 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 in such reports 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 Site; 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 the 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 Town and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. Promptly give Project Manager 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.
- 4.02 Bidder represents and agrees that:
 - A. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Instruction, 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 ¶ 4.01, 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 the Bidding Documents.

INSTRUCTION 5: PRE-BID CONFERENCE

5.01 A Pre-Bid conference will be held at the time and location stated in the above Invitation for Bids, Page 2. Representatives of Town will be present to discuss the Project. If the Invitation for Bids provides that the Pre-Bid Conference is mandatory, it is mandatory and failure to attend the Pre-Bid Conference may be a basis for disqualifying a Bidder and/or rejecting the Bidder's Bid. If the Pre-Bid Conference is not mandatory, Bidders are encouraged to attend and participate in the conference. Oral statements may not be relied upon and will not be binding or legally effective.

INSTRUCTION 6: INTERPRETATIONS AND ADDENDA

- 6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to in writing as set forth in the Invitation for Bids above. Any interpretations, clarifications, or other/additional information considered necessary by Project Manager and/or the Town in response to such questions, or otherwise, will be issued by Addenda and posted on the Town's e-Procurement Portal.
- 6.02 Questions received after the Questions Due Date and Time set forth on the Invitation for Bids above may be answered at the sole discretion of the Town. Inquiries regarding this IFB directed to persons other than the Town's designated representative may not be answered, and any answers received other than as set forth in this IFB will not be binding upon the Town for any purpose.
- 6.03 Only answers provided by written Addenda will be binding upon the Town. Oral and other interpretations or clarifications will be without legal effect. The Town shall not be responsible for any oral representations or statements relating to the solicitation specifications made by any employee, agent or officer of the Town.
- 6.04 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.
- Receipt of Addenda shall be acknowledged that the Bidder has viewed and read any and all addendum issued in the Vendor Questionnaire. It is each potential Bidders obligation to assure that it has received and reviewed all addenda relevant to this IFB via the Towns web site. The Town shall not be held responsible if a Bidder fails to receive any Addenda issued.

IFB No. 26-007, Power Road Widening - Riggs Road to Chandler Heights Road



INSTRUCTION 7: BID SECURITY

- 7.01 A Bid must be accompanied by bid security made payable to Town in an amount of ten percent of Bidder's maximum bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a bid Bond in statutory form (on the form included in the Bidding Documents) issued by a surety meeting the requirements of the General Conditions and applicable law.
- 7.02 The bid security of the apparent successful Bidder will be retained until Town awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Intent to Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within after the Notice of Award, Town may consider Bidder to be in default, annul the Notice of Award, and the bid security of that Bidder will be forfeited. Forfeiture will not preclude the Town from seeking any or all other remedies provided by law to recover losses sustained as a result of the Bidder's failure to enter into the Contract or to furnish the contract securities or insurance certificates and endorsements.
- 7.03 The Bid security of other bidders that Town believes to have a reasonable chance of receiving the award may be retained by Town until the earlier of seven (7) days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 7.04 Bid security of other Bidders that Town believes do not have a reasonable chance of receiving the award will be released within seven (7) days after the Bid Opening.

INSTRUCTION 8: SUBSTITUTE, REUSE AND "OR-EQUAL" ITEMS

- 8.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute, reuse or "or-equal" items. In cases in which the Contract allows the Contractor to request that Project Manager authorize the use of a substitute or "or-equal" item of material or equipment, or reuse of existing materials, unless specifically directed by the Bidding Documents, application for such acceptance may not be made to and will not be considered by Project Manager or Town until after the Effective Date of the Contract.
- 8.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of reuse, "or-equal", or substitution requests are made at Bidder's sole risk.

INSTRUCTION 9: SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 9.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by Addenda, then the prospective Bidder should refrain from submitting a Bid.
- 9.02 The Bidders shall submit to the Town with its response to this IFB a complete listing of all Subcontractors the Bidder intends to use in the performance of the work specified in the IFB by providing the information required in the Vendor Questionnaire. No Bid will be valid without the complete listing of both subcontractors and major material suppliers as listed in the Vendor Questionnaire.



INSTRUCTION 10: PREPARATION OF BID

- 10.01 The Bid Schedule is included with the Bidding Documents.
 - A. All blanks on the Bid Schedule shall be typed and completed as required in the Vendor Questionnaire. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, unit price and extended price listed therein.
 - B. If the Bid Schedule expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 10.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown on the Authorization and Signature Page of the Bid Response.
- 10.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown on the Authorization and Signature Page of the Bid Response.
- 10.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown on the Authorization and Signature Page of the Bid Response.
- 10.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 10.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown on the Authorization and Signature Page of the Bid Response.
- 10.07 All names shall be typed or printed in ink below the signatures.
- 10.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and issue dates of which shall be filled in shall be acknowledged in the Vendor Questionnaire.
- 10.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown on the Authorization and Signature Page of the Bid Response.
- 10.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in Arizona and the Bidder's Arizona contractor license number and classification, and/or any other required business and/or tax licenses required by the Town shall also be shown on the Authorization and Signature Page of the Bid Response.
- 10.11 If price is a consideration and in case of error of prices in the Bid, the unit price shall govern. If there is a conflict between values or prices written-out in text and values or prices expressed in numbers, the text values or prices shall control.
- 10.12 No Bid shall be altered, amended, or withdrawn after the specified due date and time.
- 10.13 Periods of time, stated as a number of days, shall be calendar days.
- 10.14 It is the responsibility of all Bidders to examine the entire IFB package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a Bid. Negligence in preparing a Bid confers no right of withdrawal after Bid due date and time.
- 10.15 The Town shall not reimburse the cost of developing or providing any response to this IFB and development and provision of any offer shall be at the respective Bidder's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.



INSTRUCTION 11: BASIS OF BID

- 11.01 The Basis upon which Bids shall be calculated and submitted (Lump Sum/Fixed Price, Unit Price, and/or Allowances for specific items) are set forth in the IFB, including the Bid Schedule.
- 11.02 Lump Sum/Fixed Price:
 - A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.
- 11.03 Unit Price:
 - A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 - The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" provided in the IFB (usually the Bid Schedule) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Town for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with the General Conditions.
 - C. Discrepancies between the multiplication of quantities, units of work or materials, and/or unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

11.04 Allowances:

For cash allowances the Bid price shall include such amounts as the Town 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.

INSTRUCTION 12: SUBMITTAL OF BID

- 12.01 Bids must be submitted in the form and manner as set forth on Page 2 of this IFB and include all of the documents and submittals required in the IFB. Only one (1) copy of the Bid submitted by the Bidder is required and must be a complete copy of the Bid.
- 12.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or Invitation for Bids. Bids received after the date and time prescribed for the opening of bids, or not submitted in the designated manner, will not be accepted, opened, or considered. NO EMAILED, FAXED, MAILED OR HAND-DELIVERED BIDS WILL BE ACCEPTED.
- 12.03 By signature on the Authorization and Signature Page of the Bid Response, the Bidder certifies that:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - The Bidder shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - The Bidder has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
- 12.04 Failure to sign the Bid in all places where required, or the falsity of a statement in a signed Bid, shall void the submitted Bid or any resulting contracts, and the Bidder may be debarred.
- Electronic Signature is acceptable as long as it is completed through an electronic signature program, i.e. adobe sign, docu-sign, etc.

Page 10 of 25



INSTRUCTION 13: MODIFICATION AND WITHDRAWAL OF BID

- 13.01 A Bid may be withdrawn at any time prior to the specified Due Date and Time, a Bidder may withdraw their Bid through the Town's e-Procurement Portal, the Bidder may "unsubmit" their Bid in ProcureNow. After withdrawing a previously submitted Bid, the Bidder may submit another Bid at any time up to the deadline for submitting Bids prior to the Bid opening..
- 13.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Town and promptly thereafter demonstrates to the reasonable satisfaction of Town that there was a material and substantial mistake in the preparation of its Bid justifying withdrawal, that Bidder may withdraw its Bid if the Town determines that it is in the best interest of the Town to allow the Bid to be withdrawn, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder may, in the Town's sole discretion, be disqualified from further bidding on the Work.

INSTRUCTION 14: OPENING OF BIDS

- 14.01 Bids will be opened at the time and place indicated in the Invitation for Bids above.
- 14.02 All Bids will remain subject to acceptance for the period of time stated in the Bid Form and each Bidder agrees that it will hold open its offer for such period, but Town may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period. Unless otherwise specified in the IFB, all Bidders and their Subcontractors shall hold their bids valid for a period of 60 days from the proposal due date stated in the IFB.

INSTRUCTION 15: EVALUATION OF BIDS

- 15.01 Town reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Town will reject the Bid of any Bidder that Town finds, after reasonable inquiry and evaluation, 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 Town may reject the Bid as nonresponsive.
- 15.02 If Town awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 15.03 Evaluation of Bids:
 - A. In evaluating Bids, Town 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.
 - 3. 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, Town 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 Town determines funds will be available at the time of award.
 - C. Bid prices may, at the Town'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 Town has designated in the Bid Form.



- 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).
- 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.
- 15.04 In evaluating whether a Bidder is responsible, Town 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.
- 15.05 Town may conduct such investigations as Town deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 15.06 Any terms of the Bidder's submittal that conflict with the language and requirements of the Town'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 Town on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation

INSTRUCTION 16: AWARD AND SIGNING OF CONTRACT

- 16.01 Notwithstanding any other provision of this IFB, the Town expressly reserves the right, when determining whether to award a contract to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to the terms and conditions of the IFB, to:
 - A. Waive any immaterial defect or informality; and/or
 - B. Reject any or all Bids, or portions thereof; and/or
 - C. Reissue an Invitation for Bids; and/or
 - D. Exercise any other rights available to the Town under the terms of the IFB, the Town Code, law, or equity.
- 16.02 When Town issues an Intent to Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within 5 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Town.

INSTRUCTION 17: ADDITIONAL PROVISIONS

- 17.01 <u>Contract Applicability</u>: 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 Town, are not applicable to this IFB or any resultant contract.
- 17.02 <u>Gratuities</u>: The Town may, by written notice to the Bidder, cancel the resultant contract if it is found by the Town 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 Town 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 the Town pursuant to this provision cancels the resultant contract, the Town 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 Town government customers, shall not be prohibited by this paragraph.

IFB No. 26-007, Power Road Widening - Riggs Road to Chandler Heights Road



- 17.03 <u>Public Record</u>: All offers submitted in response to this IFB, whether or not accepted by the town, shall become a matter of public record available for public inspection, subsequent to the award notification, in accordance with the Town's Procurement Policy and Arizona's Public Records laws.
- 17.04 <u>Confidential Information</u>: If a Bidder believes that a Bid, IFB, offer, specification, or protest contains information that should be withheld, a statement advising the Town of this fact be noted in the Vendor Questionnaire. The information identified by the Bidder as confidential shall not be disclosed until the Town makes a written determination on the claim of confidentiality.
- 17.05 <u>Lobbying Prohibition</u>: 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 Town, including but not limited to the Town 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 Town 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 Town Council meeting, study session or Town committee meeting.
 - B. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation or Town-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 Town. Persons and/or entities violating this prohibition may be subject to a warning letter, rejection of their response, or disbarment by the Town, in the Town's discretion, depending on the nature of the violation.

Page 13 of 25



CONTRACT

TOWN OF QUEEN CREEK <u>CONTRACT FOR</u>

IFB No. 26-007, Power Road Widening, Riggs Road to Chandler Heights Road

THIS CONTRACT is made and entered into on the	day of	, 20	_, by and
between Town of Queen Creek, an Arizona municipal corpora	ation, hereinafter of	alled "Town"	and the
"Contractor" designated below:			

Town and Contractor agree as follows:

ARTICLE 1 – PARTICIPANTS AND PROJECT

TOWN: Town of Queen Creek, Arizona

Project Manager: Name Telephone: Phone

E-mail: first.last@queencreekaz.gov

CONTRACTOR: Company Name

Company Address

Arizona ROC No.: Number
Federal Tax ID No: Number
Representative: Name
Telephone: Phone
E-mail: email

PROJECT MANAGER: Designer/Engineer Company Name

DESIGNER Company Address

Representative: Name Telephone: Phone E-mail: email

PROJECT DESCRIPTION: Project construction will generally consist of



ARTICLE 2 – CONTRACT DOCUMENTS

- 2.1 <u>Contract Documents</u>. The Contract Documents include those identified in Section 2.4 of the General Conditions, including the following:
 - 1. This Contract;
 - 2. Invitation for Bids (and all addenda thereto and documents incorporated therein) (collectively the IFB);
 - 3. Town's General Conditions (and all documents incorporated therein) (collectively the General Conditions):
 - 4. Required documents submitted as part of Contractor's accepted Bid; and
 - 5. Statutory bonds submitted by Contractor.

The Contract between the parties includes all of the Contract Documents. In the event of a conflict of language between the documents, the provisions shall prevail in the order set forth above. All previous contracts between the Bidder and Town are not applicable to this Contract or other resultant contracts.

- 2.2 <u>Definitions</u>. The definitions in Section 1 of the General Conditions and Section 1.01 of the IFB Instructions to Bidders apply to all the Contract Documents, including this Contract. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following: N/A
- 2.3 <u>Special Provisions</u>. If there are any additional provisions that apply to this Project, they are set forth in the Special Provisions included in the IFB.
- 2.4 <u>Project Plans And Specifications</u>. A detailed list of the plans and specifications for this Project are included in the IFB.

ARTICLE 3 – DESIGN PHASE SERVICES

Contractor is not providing any Design Phase Services to the Town in relation to this Project unless otherwise noted in the Contract Documents.

ARTICLE 4 - CONSTRUCTION SERVICES

4.1 General.

- 4.1.1 Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.
- 4.1.2 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.
- 4.1.3 At all times relevant to this Contract and performance of the Work, the contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Town, the Project and the Contract, including, without limitation, those set forth in the General Conditions.
- 4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by Town pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.



- 4.1.5 Contractor will comply with all terms and conditions of the General Conditions.
- 4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.
- 4.1.7 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Town. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered "Work Made for Hire" as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to Town. The rights in this Section are exclusive to Town in perpetuity.
 - 4.2 Contractor's Pre-Contract and Pre-Work Deliverables.
- 4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions.
- 4.2.2 Any additional items which Contractor must deliver to Town prior to commencing the Work on this Project, if any, are stated in the Special Provisions included in the IFB, and also include the following: N/A
- 4.3 <u>Pre-Construction Conference</u>. Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.
- 4.4 <u>Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers)</u>. Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.
- 4.5 <u>Control Of The Project Site</u>. Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.
- 4.6 <u>Project Safety</u>. Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.
- 4.7 <u>Materials Quality, Substitutions and Shop Drawings</u>. Contractor shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.
- 4.8 <u>Project Record Documents</u>. Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.
- 4.9 <u>Warranty and Correction of Defective Work</u>. Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 5 – TOWN RESPONSIBILITIES

- 5.1 Town shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.
- 5.2 Additional services to be provided or responsibilities assumed, by Town, if any, are listed in the Special Provisions and also include the following: N/A



5.3 Additional Information to be provided by Town, if any, is listed in the Special Provisions and also include the following:

ARTICLE 6 - CONTRACT TIME

6.1 Contract Time.

- 6.1.1 The Contract Time shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Section 6.4 below. The Notice to Proceed cannot be issued until prior to the approval and acceptance by Town of the Bid.
- 6.1.2 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Contract Time.
- 6.1.3 Time is of the essence of this Contract, for the Project, and for each phase and/or designated Milestone thereof.
- 6.1.4 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by Town.
- 6.2 <u>Project Schedule</u>. The Project Schedule as set forth in the IFB and/or an Exhibit to this Contract shall be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.
- 6.3 <u>Substantial Completion</u>. Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Project Schedule, which is **294 calendar days** from the issuance of the NTP. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

6.4 Final Completion and Final Acceptance.

- 6.4.1 Final Completion will be obtained within the time period set forth in the Project Schedule, which is: **324 calendar days** from the issuance of the NTP.
- 6.4.2 Final Completion will be determined and Final Acceptance will be issued pursuant to Section 6.4 of the General Conditions.

6.5 <u>Liquidated Damages</u>.

6.5.1 <u>Substantial Completion Liquidated Damages</u>. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Contract Time, Town will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, Town and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion:

See Section 6.5.3 MAG Liquidated Damages Below

6.5.2 <u>Final Completion Liquidated Damages</u>. For the same reasons set forth in Section 6.5.1 above, Town and Contractor further agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the actual date of



Substantial Completion or the Final Completion Date as required under the Contract, whichever is later, until the actual date of Final Completion:

See Section 6.5.3 MAG Liquidated Damages Below

- 6.5.3 <u>MAG Liquidated Damages</u>. If no liquidated damages are specified in Sections 6.5.1 and/or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply.
- 6.5.4 Town may deduct liquidated damages described in this Section 6.5 above from any unpaid amounts then or thereafter due Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to Town at the demand of Town, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.
- 6.6.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to Town in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to Town by Contractor.

ARTICLE 7 - CONTRACT PRICE

7.1 Contact Price.

7.1.1	In	exchange	for	Contr	actor's	full,	timely,	and	accept	able	perfe	ormance	and
construction of the Work	(un	der this C	ontra	ct, and	l subje	ct to a	all of the	terms	of this	Cont	ract,	Town w	ill pay
Contractor the "Contract	t Pri	ice", which	is \$;	-								

- 7.1.2 The Contract Price is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.
- 7.2 <u>Costs</u>. For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials, basis, the costs which may be reimbursed to Contractor and/or chargeable against the Contract Price shall be determined as set forth in Section 7.3 of the General Conditions.

ARTICLE 8 - PAYMENT

Payments shall be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 9 – CHANGES TO THE CONTRACT

Changes to the Contract may be made only in strict accordance with Section 9 of the General Conditions.

<u>ARTICLE 10 – SUSPENSION AND TERMINATION</u>

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

IFB No. 26-007, Power Road Widening - Riggs Road to Chandler Heights Road



ARTICLE 11 – INSURANCE AND BONDS

- 11.1 Contractor shall provide Insurance as provided in the Insurance Requirement included in the IFB, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to Town when required and in accordance with Section 4.2 hereof prior to commencing any Work under this Contract.
- 11.2 Contractor shall provide performance and payment bonds to Town in accordance with Section 11.2 of the General Conditions, Section 4.2 hereof, and A.R.S. § 34-610(A).
- 11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Town, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 12 – INDEMNIFICATION

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

TOWN OF QUEEN CREEK:	CONTRACTOR:	
Ву:	By:	=
Julia Wheatley, Mayor	Its:	
ATTEST:		
Town Clerk		
REVIEWED AS TO FORM:		
Town Attorney		



GENERAL CONDITIONS OF CONTRACT

These terms will be the General Conditions for any Contract entered into as a result of the IFB and are incorporated therein and shall be fully binding upon the Bidder/Contractor

The Town has adopted General Conditions which encompass provisions that apply and are incorporated into all construction contracts entered into by the Town, unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of the General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Construction Manager at Risk (CMAR), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC). Sections 15 through 17 of the General Conditions apply to specific types of contract, and where applicable, their application is referenced in the contract. The current edition of the General Conditions can be found on the Queen Creek Website at: http://www.queencreek.org/departments/finance-/procurement/bids-rfgs



INSURANCE REQUIREMENTS

INSURANCE PROVISIONS AND REQUIRED COVERAGE, TERM AND TERMINATIONS

Any Respondent awarded a contract subsequent to this solicitation will be expected, upon request by the Town, to submit the required insurance policies or certificates in a form satisfactory to the Town as a condition of the Contract, in addition to acknowledging the insurance requirements listed below.

- 1. <u>Contractor's Obligation</u>: Contractor shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect Contractor and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 2. <u>General Liability Coverage</u>: Contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.
- **3.** Coverage Amounts: Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

Employer's Liability	\$500,000-\$1,000,000
. ,	. , , , ,

Contractors General Liability

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Excess or Umbrella Liability	
1.) General Aggregate per job	\$3,000,000
per policy year	\$5,000,000
2.) Each Occurrence per job	\$3,000,000
per policy year	\$5,000,000

Automobile Liability

a. Bodily injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000
c. Combined Single Limit	\$1,000,000

Contractual Liability

a. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
b. Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Each Accident	\$2,000,000



Annual Aggregate

\$2,000,000

Workman's Compensation

a. Bodily Injury by Accident each accident

b. Bodily Injury by Disease each employee

c. Bodily Injury by Disease policy limit

\$1,000,000 \$1,000,000 \$1,000,000

Builders Risk

- a. Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.
- b. This insurance shall include interests of the Town, Contractor and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. Contractor shall bear the responsibility for the deductible for such coverage when a loss affects the Work.

4. Additional Provisions:

- A. <u>Additional Insured</u>: Contractor shall name the Town of Queen Creek as an "Additional Insured" on all insurance policies, except Worker's Compensation, and this fact and the project name and number shall be reflected on the Certificate(s) of Insurance.
- B. <u>Cancellation Notice of Material Change of Coverage</u>: Contractors' required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the Town of Queen Creek.
- C. <u>Certificate(s) of Insurance</u>: Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by the Town. Contractor is responsible for obtaining Certificates of Insurance establishing that Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager for review and filing. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.
- D. Rating of Insurance Company(ies): Any and all insurance company(ies) supplying coverage to Contractor must have no less than an "A" rating in accordance with the A.M. Best rating guide.



- E. <u>Deductible</u>: Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- F. Rental Equipment: In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G. Personal Property: In the event that materials or any other type of personal property (Personal Property) is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.
- H. <u>Waiver of Subrogation</u>: Town and Contractor waive all rights against each other, Project Manager (if not an employee of Town) and Design Professional, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.
- Right to Require Higher Limits: Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.
- J. <u>Waiver of Requirements</u>: The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the Town.



SPECIAL PROVISIONS LIST

The Plans, Details, Specifications and any other Special Provisions applicable to the Project (Special Provisions) are listed below.

List of Special Provisions:

Specifications and Special Provisions:

Exhibit A – Special Provisions (dated October 3, 25)

Exhibit B - Geotechnical Report (dated August 8, 2022)

Exhibit C - Drainage Report (dated August 22, 2025)

Exhibit D - County Approval to Construct (dated September 29, 2025)

Plans:

Exhibit E – Plan Set (133 pages)

Exhibit F - Southwest Gas Plans (10 pages)

Exhibit G - CenturyLink Plans (20 pages)

Exhibit H - SRP Plans (6 Pages)



BID SCHEDULE

IFB No. 26-007 Power Road Widening Riggs Road to Chandler Heights Road Project No. A1405

<u>Bid Schedule:</u> Located in the Town's e-Procurement Portal - Bid Schedule