

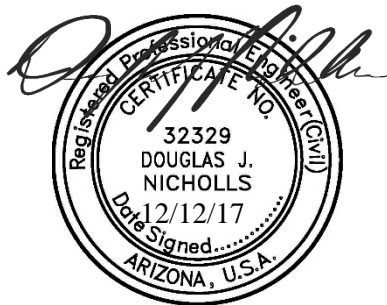
CITY OF SOMERTON

PARKWAY SUBDIVISION PAVEMENT PRESERVATION

**C.I.P. 2017-05
BID 2017-05**

ENGINEER:

**Core Engineering Group, PLLC
200 E. 16th Street, Suite 150
Yuma, Arizona 85364
Telephone 928 344-5931
Fax 928 344-5932**



Expires 3/31/2016

Project Bid Package

For

ROAD IMPROVEMENTS - PARKWAY SUBDIVISION PAVEMENT
PRESERVATION

City of Somerton
Department of Public Works
Somerton, AZ

BIDDING DOCUMENTS
CONTRACT FORMS AND CONDITIONS OF CONTRACT

- 0030 Advertisement for Bids
- 0100 Instructions to Bidders
- 0200 Information to Available Bidders
- 0300 Bid Form
- 0350 Bid Bond
- 0360 Verification of Employment Eligibility
- 0400 Construction Contract, Agreement and General Conditions
- 0510 Performance Bond
- 0520 Payment Bond
- 0530 Certificate of Insurance
- 0540 Contractor's Affidavit Regarding Settlement of Claims
- 0550 Equal Employment Opportunity Provisions
- 0560 Partial Payment Request
- 0570 Consent of Surety
- 0580 Extra Work Orders
- 0600 Special Conditions

BID SUBMITTAL CHECKLIST

This checklist is provided to remind bidders of several required elements of this bid. It is not intended to be a comprehensive list of all the document requirements.

Bidders are strongly encouraged to carefully read and review all of the bidding documents to make sure their respective bids are in compliance.

- The bid form (Document 0300) has been completed and signed by principal of the bidding firm.
- All unit prices offered have been filled in and reviewed.
- The prices extensions and totals have been checked. (Unit prices will prevail. All unit prices left blank will be considered to be zero (\$0.00) and extended as such.)
- The Bid Security (Document 0350) has been included and signed, either as a bid bond with power of attorney or cashier's check made payable to the City of Somerton
- The Verification of Employment (Document 0360) has been included and signed.
- The addenda has been acknowledged.
- The Bid Package/Envelope has been identified with the Bidder's Name, Bid Number, and Bid Title.
- The bid has been mailed or hand delivered to the following address in time to be stamped by a purchasing agent no later than the date and time specified on the designated bid solicitation:

City of Somerton
143 N. State Avenue
Somerton, AZ 85350

DOCUMENT 0030

ADEVERTISEMENT FOR BIDS

1. Sealed bids will be received at City of Somerton, Public Works Office, 143 N. State Avenue, Somerton, AZ, 85350 until 2:00 p.m., Arizona time, on **February 1st, 2018** for the construction of the **Parkway Subdivision Pavement Preservation** and all work incidentals to the project, in accordance with the plans, project manual and specifications now on file. All bids will be opened and publicly read out loud in the City Hall Conference Room at 2:05 p.m. that same day. The time and date will be recorded by the Director of Public Works for the City of Somerton with a recorder located in City Hall as to when each bid was received.
2. The Plans and Project Manual are available for examination at the Somerton Department of Public Works office, 143 N. State Avenue. Potential bidders may obtain an electronic CD copy of the approved plans, manual and specifications from the City of Somerton, Department of Public Works for a non-refundable cost of \$10.00. Full size plans and project manual are available at Core Engineering Group, PLLC (Core), 200 E. 16th Street, Suite 150, Yuma, AZ 85364 for \$100.00.. The successful bidder will be furnished 3 additional full size sets of plans for their use on the project at no charge.
3. All bids must be sealed in a plainly marked envelope, addressed to the **Director of Public Works, City of Somerton, 143 N. State Avenue, Somerton, AZ, 85350.** Pursuant to A.R.S. § 34-201, the bid must be accompanied by a certified check, cashier's check or a surety bond - payable to the City of Somerton, AZ for at least 10% of the total bid price as a guarantee that the bidder will enter into a contract to perform the bid in accordance with the plans and project manual, within 10 days after the Notice of Award.
4. The city will award the contract in compliance with the laws of the State of Arizona, and the Contractor will be required to perform any contract awarded in compliance with all applicable Federal laws, State of Arizona laws and City of Somerton ordinances.
5. Until the contract is awarded, the City of Somerton reserves the right to reject any and all bids, waive technicalities, advertises for new bids, or to perform all or some of the work in house, when it is the best interests of the City of Somerton.
6. Work must start within 10 calendar days after the date of commencement established by the Notice to Proceed and must be completed and suitable for use within **90 Calendar Days** after such commencement date.
7. The Director of Public Works will review all bids received, and reserves the right to award the contract to the most responsive/responsible bidder whose workmanship best fits the requirements of the City of Somerton. The City Council or the Director of Public Works decision is final and binding upon all bidders.
8. Bid Guarantees will be return to all unsuccessful immediately after the execution of the contract, and to the successful bidder immediately after the proper contract is signed.

9. Each bid must be made and submitted on the attached form. All blank spaces for items being bid must be completely filled in with dollar amounts. If a space is left blank, the price will be considered to be zero (\$0.00) and extended as such. The Contractor will be required to provide the item(s) at no cost to the City of Somerton. The Contractor or his duly authorized agent must sign all bids.

10. The bid price must be the total cost to the City of Somerton and must include all applicable taxes and shipping charges.

11. Policy on Non-Discrimination on basis of Disability.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of Somerton does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in, its programs, activities or services.

For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact:

Director of Public Works
City of Somerton
143 N. State Avenue
Somerton, AZ 85350

DOCUMENT 0100

INSTRUCTIONS TO BIDDERS

1. COMMUNICATIONS WITH THE CITY

All bidder communications with the City of Somerton (Phone, Fax, U.S. Mail, Currier, Over-Night Deliveries or others) concerning this project bid shall be directed to the Somerton, Director of Public Works. The point of contact is:

Samuel Palacios
Director of Public Works
Department of Public Works
143 N. State Avenue
Somerton, AZ 85350
Telephone Number 928 722-7371
sampalacios@somertonaz.gov

Unless authorized by the person listed above, no other City of Somerton personnel or employee is empowered to speak for the City of Somerton with respect to this bid. Any bidder seeking to obtain information, clarification, or interpretations from any other City official or employee other than the person identified above is advised that such material is used at the Bidder's own risk. The City will not be bound by any such information.

All requests for information shall be made in writing on or before 5 working days prior to the bid opening date at the address listed above. Responses to all written comments will be sent to bid package requestors.

Following the Bid submittal deadline, Bidders shall not contact any employee, except the person identified above. Contact by Bidders regarding this Bid with a City employee other than a person identified above or his appointee, may be grounds for rejection of the bid submitted.

2. ENTIRE CONTRACT

The work is executed under one entire contract as identified under Article 1 of the Construction Contract. All references to the "City Engineer" in these documents include the Director of Public Works, the City Engineer and their authorized representatives.

3. CONDITIONS AFFECTING THE WORK

Bidders must carefully examine the Drawings and Project Manual, visit the site of proposed construction, and fully inform themselves about all conditions and limitations affecting the Work. The bid must cover all the costs of items required to complete the project in a form acceptable to the City. Bidders are responsible for errors in their bids that result from failure to make the examinations specified above. Bidders must satisfy themselves as to the local conditions affecting

the work, and no information derived from the Project Manual, Plans, Details, Specification or the Director of Public Works, relieves the bidders from any risk or from fulfilling the terms and conditions of the contract, including; failure to bring to the attention of the City all reasonably known conditions which would adversely impact the continuous and successful completion of the Work and would have been foreseeable by reasonable due diligence prior to the bid submittal. The accuracy of interpretation of facts disclosed by boring or other preliminary investigation is not guaranteed.

4. **STATE AND LOCAL LAWS**

Bidders must be familiar with the laws, acts and ordinances of the State of Arizona, County of Yuma, and City of Somerton in which the project is located, prior to the execution of the contract.

5. **TIME OF COMPLETION**

The successful bidder must commence the Work within 10 days after the date of commencement established by the Notice to Proceed, and complete all Work within the calendar days referenced in Document 0030, Item 1. If the Contractor has failed, neglected or refused to complete the Work or any portion of the Work within the time specified, or as modified by Change Order, the Contractor must pay the City, as liquidated damages, which will be determined as specified in the Yuma County, Public Works Standards and Specifications and not as a penalty. The Yuma County, Public Works Standards and Specifications Volumes I, II and III are hereby made a part of and appended to this project manual. The Contractor is responsible for paying for and acquiring his own copy of the said standards and specifications from the Yuma County Department of Development Services.

6. **INTERPRETATION OF DOCUMENTS**

If any bidder has a question about the meaning of any part of the Plans, Project Manual or other proposed contract documents, or finds discrepancies or omission in the Plans and Project Manual, they shall submit a written or faxed request for interpretation or correction to the Director of Public Works. The request should include a return address, telephone number and fax numbers. The person submitting the request is responsible for its prompt delivery. Any modifications or corrections of the proposed documents will only be made by a duly issued Addendum from the Purchasing Agent or his assignee. A copy of the Addendum will be faxed, mailed or hand delivered to the bidder.

During the Project's bidding phase, **all** questions concerning the Plans and Project Manual Documents are to be addressed in **writing** to the point of contact listed in Item 1 above.

As questions submitted require adequate time for response preparation, bidders are asked to forward all questions to Purchasing at least 24 hours prior to the date and time set forth for the Opening of Bids. The City will not guarantee that questions received in the last week of bidding can or will be addressed.

Only the Director of Public Works or his assignee will respond to questions.

Should any other potential bidder seek or receive information from any source other than that specified above, any and all information from that source is hereby declared to be invalid in advance of the fact and any and all such information utilized is entirely at the risk of the Bidder.

7. **CONSULTANTS**

As a matter of identification, the names of the Consultants employed by the City for various phases of Work are listed in the plans. Bidders and material suppliers must not communicate directly with any consultants or the City Engineer. Questions and requests for decisions and interpretations must be directed to the Director of Public Works, who will confer with the City Engineer or the Consultants, if deemed advisable.

8. **CHANGES OR SUBSTITUTIONS**

Items defined under manufacturer's names and catalog numbers are intended as a basis of quality and not as closed specifications, unless otherwise noted. Items other than those specifically named in the Plans and Project Manual will be considered, only if a written request for acceptance of a change or substitution for acceptance of such items is received and approved by the City Engineer in the form of a Shop Drawing or Material Specification.

9. **BIDS**

The Director of Public Works and the City Engineer will hold a pre-bid conference about the project on **January 18th at 10:00 am in the Somerton City Hall Conference Room**, at which time a description of the project will be given and an opportunity for contractors to ask questions with respect to the project. All contractors placing bids on this project are encouraged to attend.

General Contractors must submit bids using the Bid Form included in the Project Manual. Loose forms are available from the Purchasing Agent upon request, or they may be copied from the Project Manual as necessary. All copies must be of a quality that is easily readable.

Any Bid form improperly completed or modified in any respect may be rejected. Each bid must specify the price, written in ink or typewritten, in numeric figures only - for example \$1,200 - for each separate item as required. If a line item unit price is left blank, the price is considered to be zero (\$0.00) and extended as such. **(See Document 0030, Item 9)**

Bidders must deliver the completed bid form (Document 0300) and attached documents, as may be directed by the Project Manual, together with the Bid Security (Document 0350) in a seal envelope marked for identification to the specified location prior to the date and hour set for opening bids as specified in the Advertisement for Bids.

10. **BID SECURITY**

As required by A.R.S. §34-201, each bid must be accompanied by a certified check, cashier's check, or surety bond (Document 0350) - payable to the City of Somerton - for at least ten percent (10%) of the total bid price as a guarantee that the successful bidder will enter into a contract to perform the Work in accordance to the Plans and Project Manual, within 10 days after the Notice of Award. The surety bond must be issued by a company authorized to transact surety business in the State of Arizona.

If the successful Bidder fails or refuses to execute the required Contract, Performance Bond (Document 0510), and Payment Bond (Document 0520) within the time specified in the paragraph entitled "Award of contract," the city will retain the bid guarantee proceeds as liquidated damages for the delay in execution of the contract as a compensation for subsequent acceptance of a higher or less desirable bid.

11. PERFORMANCE BOND AND PAYMENT BOND

When the contract is signed, the successful bidder must furnish surety bonds payable to the City of Somerton, issued by a surety company authorized to do business in the State of Arizona and represented by an agent doing business in the County of Yuma and the State of Arizona, as follows:

- 1) A bond in an amount equal to 100% of the contract as a surety for the faithful performance of the contract.
- 2) A bond in an amount equal to 100% of the contract for the payment of just claims for materials, labor and subcontractors employed by the Contractor, as a guarantee of labor and materials used or incorporated into the work, and for the fulfillment of other requirements as may be directed by law.

12. TAX LIABILITY BOND / BOND EXEMPTION CERTIFICATE.

In conformance Arizona Revised Statutes (A.R.S.) §42-5006 and the Arizona Department of Revenue criteria concerning construction project tax liabilities and as a requirement of this Contract, the successful bidder must submit to the City of Somerton one of the following documents when the Contract is signed:

- (a) A copy of the Tax Liability Bond, issued by the Arizona Department of Revenue, naming this specific project as being bonded.
- (b) A current Bond Exemption Certificate, issued by the Arizona Department of Revenue, naming the specific project as being exempt.

13. **TELEGRAPHIC, FACSIMILE OR ELECTRONIC MODIFICATION**

Telegraphic, facsimile or electronic modifications of bids already received by the Director of Public Works will not be permitted. Modifications to submitted bids must follow the process delineated in Item 15 (Withdrawal of Bids) below, whereby bids are withdrawn, modified and resubmitted to the Purchasing Agent in person prior to the specified date, and time of the bid opening.

14. **DISQUALIFIED BIDDERS**

The City of Somerton will not accept bids or award contracts to any person in arrears to the City for any debt or contract, in default on a Surety Bond, or otherwise deficient in any other obligation to the City.

15. **WITHDRAWAL OF BIDS**

A bidder may withdraw his bid prior to the deadline for submittal by submitting a written request for its withdrawal. Bids received after the time for opening of bids or received at any place other than the place specified for receiving bids will not be considered. If a bidder withdraws his bid after the time set for opening of bids, bid bond is subject to forfeiture as liquidated damages.

16. **METHOD OF AWARD**

The City of Somerton reserves the right to reject any and all bids or to withhold the award for any reason. Base bid, unit prices, alternate prices, the bidder's prior experience with similar projects and time of completion may individually or collectively be considered as the basis for award of the Contract.

17. **LIST OF SUBCONTRACTORS**

Each bidder must provide a list of proposed subcontractors to be employed for the Work in the proper space on the Bid Form. Once the Contract is awarded, the subcontractors list cannot be changed unless the City gives prior written permission.

18. **QUALIFICATIONS**

A bidder represents it has the financial resources and necessary skills and experience to carry out the Work through all stages to completion. A bidder unable to show evidence of these abilities to the satisfaction of the City is not eligible for award of the Contract.

19. **ADDENDA**

Any addenda issued during the time of bidding, are part of the documents for the preparation of the bids and must be addressed in the bid.

20. **OPENING**

Bids will be opened and publicly read aloud at the time and place specified in the Advertisement for Bids. Bidders are invited to be present at the opening.

21. **AWARD OF CONTRACT**

The contract will be awarded or all bids will be rejected within 90 days after the day the bids are opened, unless otherwise specified in the bidding documents. The City reserves the right to reject any and all bids or to waive any informality in any bid. The successful bidder will be notified in writing at the address listed in the bid that his bid has been accepted and that he has been awarded the Contract. The successful bidder must return by the date indicated in the Notice of Award letter, two (2) signed copies of the contract documents -- The Contract, the Certificate of Vote, the Performance Bond, the Payment Bond, Insurance Certificates, W-9 and Tax Liability Bond (or Tax Liability Exemption Certificate) to the Director of Public Works.

If the Contract is awarded to a corporation, the city may require proof of valid incorporation and identification of authorized corporate agents before signing the Contract.

If the successful bidder fails to return a signed Contract by the date indicated in the Notice of Award letter, the award may be annulled at the sole discretion of the City of Somerton and may result in forfeiture of the firms bid bond, The Contract may then be awarded to the next lowest qualified bidder.

22. **GENERAL REQUIREMENTS**

The bidders must bid on all items listed, unless otherwise specified on the bid form.

Bidder must present satisfactory evidence of performance skills and the ability and the necessary Contractor's licenses and other appropriate documents required to do business in the State of Arizona and the City of Somerton for the fulfillment of the proposed contract. In addition, the bidder must supply any additional information and supporting evidence of ability to do the Work under the contract upon request. The successful bidder must possess, or obtain, a City of Somerton business license, prior to the commencement of construction.

23. **FILLING OF BIDS**

Bids must be submitted in plainly marked and sealed envelope endorsed with the following:

- (a) **Parkway Subdivision Pavement Preservation**
- (b) Bid Number 2017-005
- (c) To be opened – February 1st 2:00 pm AZ Time
- (d) Addressed to the:

Director of Public Works
City of Somerton
143 N. State Avenue
Somerton, AZ 85350

24. FORM OF BID AND SIGNATURE

The bid must be on the form provided (Document 0300). The bidder must fill in the dollar amounts and be able to perform the work required by the contract. The bid must be signed as follows:

1. If the bidder is an individual, the bidder must sign his full name and address.
2. If the business is a partnership, a partner must sign his name, the name of the partnership and the business address, and list the names of all other parties.
3. If the business is a corporation, an officer or authorized agent must sign his name, the corporate name, business address, and titles of all officers of the corporation.

Telegraphic, electronic or facsimile bids will not be considered.

Bidders must properly complete blank spaces on the bid. The wording of the bid must not be changed. Unauthorized conditions, limitations, or provisions attached to the bid will either be ignored or result in rejection of the bid. Alterations by "erasure or line through" must be explained in writing and signed by the bidder.

25. SITE INVESTIGATION AND REPRESENTATIONS

The bidder must be acquainted with the nature and the location of the Work, the general local conditions, particularly those bearing 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, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed before and during the performance of the Work and all other matters that can affect the Work or costs under this contract. Any failure by the bidder to acquaint himself with information concerning these does not relieve himself from the responsibility of estimating properly the difficulty or cost of successfully performing the Work. The City of Somerton assumes no responsibility of liability for any understandings or representations made by its employees or agents during and prior to the execution of this contract, unless

(1) such understanding or representations are expressly stated in the contract, and (2) the contract, expressly provides that the responsibility is assumed by the City.

26. PERMITS, LICENSES, FEES, TAXES

The bidder is responsible for procuring all permits and licenses, paying all charges, fees, sales taxes, and giving any notices necessary and incident in performing the Work. The City will exempt the bidder from paying the standard fees and permits issued by the City provided that all permits are issues prior to the commencement of the Work. Permits requested and issues after commencement of the Work shall be paid for by the bidder at double the standard fee rate, for which the City will assume not responsibility.

27. **RECORDS AND AUDITS**

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this agreement in accordance with generally accepted accounting principles. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, except, copy, or transcribe any pertinent transactions, activity, or records relating to this agreement. All such material, including, but not limited to, all financial records, time card and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the City during the term of this agreement and for a period of five (5) years thereafter unless City's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Yuma County, Arizona, then at the City's option, Contractor shall pay travel, per diem, and other cost incurred by the City to examine, audit, except, copy or transcribe such material at such other location.

In the event that an audit of the Contractor is conducted specifically regarding this agreement by any Federal or State Auditor, or by any other auditor or accountant employed Contractor or otherwise, then the Contractor shall file a copy of such audit with the City's Finance Director within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State Law or under this agreement. The City of Somerton shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of the Contractor to comply with any of the provisions of this Section / Item 27 / paragraph shall constitute a material breach of contract.

28. **VERIFICATION OF EMPLOYMENT ELIGIBILITY**

Contractor warrants, and will require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and subcontractors and with A.R.S. §23-214 relating to verification of employment eligibility.

A breach of this clause shall be deemed a material breach of the Contract and is subject to penalties up to and including termination of Contract.

City retains the legal right to inspect the papers of any Contractor, Subcontractor and their employees who work on this Contract to ensure the Contractor and the Subcontractors are complying with this warranty.

Consultant warrants that this company is in full compliance of this requirement, and further represents and warrants that all providers or sub-consultants are also in full compliance of this requirement by **signing and returning Document 0360 to the City of Somerton with the bid.**

END OF INSTRUCTIONS TO BIDDERS

DOCUMENT 0200

INFORMATION AVAILABLE TO BIDDERS

1. Each bidder must be completely familiar with the following documents:
 - (a) Parkway Subdivision Pavement Preservation Manual
 - (b) Parkway Subdivision Pavement Preservation Project Plans
 - (c) City of Yuma, Construction Standard Detail Drawings, Latest Edition
 - (d) Yuma County, Public Works Standards for Yuma County Volumes I, II & III, Latest Editions
 - (e) City of Yuma, Construction Specifications
 - (f) Maricopa Association of Governments (MAG) Uniform Standard Specifications for Public Works construction, 1988 (includes revisions through 2006)
 - (g) Manual of Uniform Traffic Control Devices, Latest Edition, including the Arizona Supplement.
 - (h) Arizona Department of Transportation (ADOT) Manual of Approved Signs, latest edition
 - (i) ADOT Signing and Marking Manual
 - (j) Arizona Department of Environmental Quality Rules and Regulations
2. A copy of the (a) Parkway Subdivision Pavement Preservation Manual and (b) Parkway Subdivision Pavement Preservation Plans are available for viewing at the Somerton Public Works office at 143 N. State Avenue, Somerton, AZ, copies can be purchased as follows:
 - PDF Electronic copies of project plans and manual on CD are available at the Somerton Public Works office at 143 N. State Avenue, Somerton, AZ for \$10.00. Payment for these items is non-refundable.
 - Full size hard copies of project plans and manual are available at Core Engineering Group, PLLC (Core), 200 E. 16th Street, Suite 150, Yuma, AZ 85364 for \$100.00. Payment for these fees is non-refundable. A full set of plans may be viewed on site at the office of Public Works. Core needs a minimum of 3 days advanced notice to order full size sets from the design engineer.
3. All other documents listed above can be purchased from the listed entity.

BID FORM 300

ROAD IMPROVEMENTS - Parkway Subdivision Pavement Preservation

1. FORM INCLUDED HEREIN

1.1 Each bidder must complete Section 0300 and return the same in a **sealed envelope** indicating the bid number and bid name.

DOCUMENT 0300

BID FORM

Date: _____

To: City of Somerton
143 N. State Avenue, Somerton, AZ, 85350

From: _____ Contractor

_____ Address

_____ City or Town

_____ County

_____ Telephone No.

_____ FAX No.

_____ Email Address

Project: **PARKWAY SUBDIVISION PAVEMENT PRESERVATION**

The undersigned has carefully examined the Project Plans, Project Manual and sample contract documents, carefully examined the site, is familiar with local conditions affecting the cost of the Work and miscellaneous items of adjunct Work, the nature and extent of the excavation needed and construction difficulties and hazards, and all other factors and conditions affected by specified Work, and proposes to furnish labor, supervision, tools, equipment, materials, utilities, fuel, transportation services, and all other things necessary to perform and complete the Work in an acceptable manner as described in the Project Plans and Manual, other listed Contract Documents and sample contract documents for the following unit prices, which shall prevail over all other bidding offers made by undersigned.

Item No.	Special Condition	Description	Quantity	Unit	Unit Cost (\$)	Total Cost (\$)
Removals						
1	205.001	Remove Asphalt by Milling 2" MINUS	12,213	SY		
2	400.002	Relocate Stop/Street Sign	7	EA		
3	202.003	Remove Concrete Sidewalk	2,350	SF		
5	202.005	Remove Roll Curb & Gutter	644	LF		
Street Construction						
21	407.021	Adjust Valve Frame & Cover to Grade	7	EA		
22	407.022	Adjust Manhole Frame & Cover to Grade	7	EA		
23	321.023	Pavement Section No. 1	12,151	SY		
26	340.026	Concrete Sidewalk	2,279	SF		
30	340.030	Curb Transition	120	LF		
32	407.032	Adjust Cleanout Frame and Cover to Grade	1	EA		
33	340.033	Sidewalk Ramp Detectable Warning Strip	5	EA		
41	407.041	Survey Monument	9	EA		
46	340.046	Roll Curb/Type "C" Curb	436	LF		
48	340.048	Driveway with Roll Curb	187	SF		
49	610.049	Relocated Fire Hydrant	1	EA		
50	610.050	6" C-900 PVC Waterline	5	LF		
51	510.051	Relocate/Replace Ex. Wall "in Kind"	216	LF		
52	340.052	Sidewalk Ramp	13	EA		
53	321.053	Pavement Section No. 2	558	SF		
		Subtotal				
Miscellaneous						
100	107.100	Stormwater Pollution Prevention	1	LS		
200	401.200	Traffic Control	1	LS		
300	402.300	Construction Survey and Layout	1	LS		
400	403.400	Mobilization	1	LS		

SECTION A (ITEMS 1-400): \$ _____

SECTION B CONTINGENCY (SECTION A x 10%) \$ _____

TOTAL CONTRACT PROPOSAL \$ _____
 (SECTION A + SECTION B)

SUBCONTRACTORS: If awarded the contract for this project, the undersigned will employ the following subcontractors:

Trade: _____	Subcontractor: _____
Trade: _____	Subcontractor: _____
Trade: _____	Subcontractor: _____
Trade: _____	Subcontractor: _____
Trade: _____	Subcontractor: _____
Trade: _____	Subcontractor: _____
Trade: _____	Subcontractor: _____

TIME OF COMPLETION: The undersigned proposes to complete the Work within the calendar days as referenced in Document 0030, Item 6, after the date of commencement as established by the Notice to Proceed. The undersigned agrees to the terms of liquidated damages as described in the Instructions to Bidders, Document 0100.

BID: The undersigned agrees to hold this bid open for **90 days** after the date set for receipt of bids.

CITY'S RIGHTS: The undersigned recognizes the City's right to waive informalities in the bidding and to accept or reject any or all bids.

CONTRACT AND BONDS: Upon receipt of written notice that this bid has been accepted, the undersigned will execute a formal Contract, sample of which is appended, hereafter as Document 0400 and will deliver a one hundred percent Statutory Payment Bond (Document 0520) to the City of Somerton.

BID SURETY: The attached Bid Security Bond (Document 0350) in the sum of not less than ten percent(10%) of the total maximum bid price will be retained by the City of Somerton if the Contract and Bonds are not executed as specified in the Instruction to Bidders (Document 0100).

The undersigned understands that any quantities stated or implied in the Project Plans or Manual are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of Work either increased or decreased, in accordance with the provisions of the Project Manual, at the Unit Bid Price in the Bid Form. Construction items called out in the plans, but not list as quantities are to be considered incidental to the other project pay items. After the bid opening the City of Somerton employees will check the math on each proposal and all other documents before selecting a successful bidder based on the Unit Bid Prices turned in on the Bid Forms and the appropriate signed and executed documents. This task may take more than one day to complete.

Respectfully Submitted,

Contractor

By

Title

Print Name

Business Address Complete

City

State

ZIP

Telephone Number

FAX

License Number

Classification

If bidder is a Partnership/Joint Venture, list names of partners. If bidder is a corporation, list name and titles of all officers of the corporation.

_____	_____
_____	_____
_____	_____
_____	_____

Bidders shall sign receipt of all addenda here (if any) by listing their numbers here:

Addenda No's. _____

DOCUMENT 0350

PARKWAY SUBDIVISION PAVEMENT PRESERVATION

BID BOND

1. FORM INCLUDED

- 1.1 Each bidder must complete Section 0350 and return the same in a sealed envelope with the bid form.
- 1.2 The City of Somerton has elected to use the following form as the Bid Bond Form for this project. The bidder may use the enclosed form or submit an Arizona Statutory Bid Bond supplied by the bonding company as a substitute form for the attached. **(These are the only Bid Bond forms that will be accepted. Any bidder submitting a bond form other than the ones indicated shall be considered to be non-responsive to the bid.)**
- 1.3 As required by A.R.S. §34-201, each bid must be accompanied by a certified check, cashier's check, or a Surety Bond payable to the City of Somerton for at least 10% of the total bid price as a guarantee that the bidder will provide the required bonds and certificates, and return the signed contract to perform the Work in accordance with the Project Plans and Manual, within 10 days after the Notice of Award. The Surety Bond must be issued by a company authorized to transact business in the State of Arizona.
- 1.4 Bidder is advised to review this document and comply with defined requirements when submitting a bid.

DOCUMENT 0350
ARIZONA STATUTORY BID BOND

Pursuant to Titles 28, 34 and 41, Arizona Revised Statutes

(Penalty of this bond must not be less than 10% of the bid amount.)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereafter "Principal"), as Principal, and, _____ (hereafter "Surety"), a corporation organized under the laws of the State of _____, with its principal offices in the City of _____, holding certificate of authority to transact surety business in Arizona, issued by the Director of the Department of Insurance pursuant to Title 20, chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Somerton, (hereafter "Obligee"), as Obligee, in the amount of 10 percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Now, therefore, if the Obligee accepts the proposal of the Principal and the Principal enters into a contract with the Obligee in accordance with the terms of the proposal and gives bonds and certificates of Insurance as specified in the standard specifications with good and sufficient surety for faithful performance of contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of Insurance, if the Principal pays the Obligee the difference not to exceed penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond may be executed pursuant to the provisions of Section 34-201 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Witness our hands on this _____ day of _____, 20____.

Principal Seal
By: _____

Surety Seal
By: _____

Title: _____

Agency of Record

Agency Address Complete

DOCUMENT 0360

VERIFICATION OF EMPLOYMENT ELIGIBILITY

1. FORM INCLUDED

1.1 Each bidder must complete Section 0360 and return the same in a sealed envelope with the bid form.

1.2 The City of Somerton has elected to use the following form as the Verification of Employment Form for this project.

1.3 As required by A.R.S. §41-4401, "after September 30, 2008, a government entity shall not award a contract to any Contractor or subcontractor that fails to comply with " the requirements of A.R.S. §24-214.

1.4 Bidder is advised to review this document and comply with defined requirements when submitting a bid.

THIS FORM MUST BE RETURNED WITH YOUR BID

DOCUMENT 0360

VERIFICATION OF EMPLOYMENT ELIGIBILITY

Pursuant to Arizona Revised Statutes (A.R.S.) § 41-4401, "After September 30, 2008, a governmental entity shall not award a contract to a Contractor or a subcontractor that fails to comply with the requirements of A.R.S. § 23-214. Section 23-214 imposes requirements upon employers to verify employment eligibility of all of its employees as set forth in the statute and its related definitions.

The City of Somerton will not enter into a contract with any Company/Contractor or Individual or their providers or subcontractors that is/are not in compliance with the requirements of A.R.S. § 23-214. All bidders and proposers agree and acknowledge that the City of Somerton is relying on the representations set forth in this Verification of Employment Eligibility form and would not consider a bid or proposal without the completion of this form by the bidder or proposer.

By signing below, Company/Contractor as named below, represents and warrants that this company is in full compliance with all federal, state and local laws, rules, and regulations regarding employment eligibility of all of its employees, including use of the requirements of A.R.S. § 23-214, and Company/Contractor shall remain in compliance during the term of any (Contract)(Agreement) that is awarded by the City of Somerton.

Company/Contractor further represents and warrants that all providers or subcontractors providing goods or services under this (contract)(Agreement) are in compliance with federal, state and local laws, rules and regulations regarding employment eligibility of all employees, including A.R.S. § 23-214, and that Company shall require all providers and subcontractors to remain in compliance for the term of any (contract) (agreement) that company has with the City of Somerton.

Company/Contractor shall defend, indemnify and hold the City of Somerton harmless from any loss, damage, expense, liability, penalty, claim, or fee (including reasonable attorneys fee) caused by or arising from, directly or indirectly, in whole or in part, and false or inaccurate representations set forth above, breach of any warranties set forth above, and/or any failure to comply with A.R.S. § 23-214 or any other requirements of this Verification of Employment Eligibility Form.

Name of Company/Contractor: _____

By: Print Name

Signature

Title

Date

As Copied from the Arizona Revised Statutes Website

23-214. Verification of employment eligibility; e-verify program; economic development incentives; list of registered employers

- A) After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.
- B) In addition to any other requirement for an employer to receive an economic development incentive from a government entity, the employer shall register with and participate in the e-verify program. Before receiving the economic development incentive, the employer shall provide proof to the government entity that the employer is registered with and is participating in the e-verify program. If the government entity determines that the employer is not complying with this subsection, the government entity shall notify the employer by certified mail of the government entity's determination of noncompliance and the employer's right to appeal the determination. On a final determination of noncompliance, the employer shall repay all monies received as an economic development incentive to the government entity within thirty days of the final determination. For the purposes of this subsection:
- 1) "Economic development incentive" means any grant, loan or performance-based incentive from any government entity that is awarded after September 30, 2008. Economic development incentive does not include any tax provision under title 42 or 43.
 - 2) "Government entity" means this state and any political subdivision of this state that receives and uses tax revenues.
- C) Every three months the attorney general shall request from the United States department of homeland security a list of employers from this state that are registered with the e-verify program. On receipt of the list of employers, the attorney general shall make the list available on the attorney general's website.

SAMPLE CONTRACT

DOCUMENT 0400

PARKWAY SUBDIVISION PAVEMENT PRESERVATION

1. The sample contract is a similar document to which the Contractor will be required to sign and deliver back to the City of Somerton prior to receiving a Notice to Proceed with the Work.

CITY OF SOMERTON
CONSTRUCTION CONTRACT

AGREEMENT:

On _____, 20____ the City of Somerton, City Council (“CITY”) authorized the award of Bid Number 2017-005 for the "Parkway Subdivision Pavement Preservation", C.I.P. 2017-005, to

(“CONTRACTOR”) doing business as (an individual) (a partnership) a joint venture (a corporation) located in the (City) (Town) of _____, County of _____, And State of _____.

For consideration of the payments and agreements in this contract, to be made and performed by the CITY, the CONTRACTOR agrees with the CITY to commence and complete the project as follows:

Article 1: Contract Documents

The Contract Documents consist of the CITY-CONTRACTOR Agreement, the Conditions of the Contract (General, Supplemental and other Conditions), the Drawings, the Project Manual, all Addenda issues prior to and all modifications issued after execution of the Contract, and all applicable laws, ordinances and regulations. A modification is (1) a written amendment to the contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the CITY or (4) a written order for a minor change in the WORK issued by the CITY. The Contract Documents include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the CONTRACTOR’s Bid or portions of addenda relating to any of these, or any other documents, specifically enumerated in the CITY-CONTRACTOR Agreement.

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either written or oral. The Contract may be amended or modified.

In interpreting the Contract, in the event of discrepancies or conflicts:

- 1) The Contract governs the Special Conditions
- 2) The Special Conditions govern over the Plans, and
- 3) The Plans govern over the Construction Specifications.
- 4) The Plans drawn with the largest scale govern, and
- 5) Figured dimensions govern over scaled dimensions.

Article 2: The Work

The Contractor will perform all the WORK required under this agreement as described below:

Parkway Subdivision Pavement Preservation C.I.P. No. 2017-005

1. Pavement replacement, curb and gutter replacement and placement for the limits shown on the plans on Musgrove Avenue, Crane Street, Eucalyptus Street, Hill Avenue and William Avenue.
2. Reconstruction of corner curb ramps.
3. Placement of Roadway Signs.
4. Storm Water Pollution Prevention Plan and Erosion Control.
5. Miscellaneous Construction.

The City's Public Works Director is the administrator of this Contract, and is the interpreter of the Contract Documents and the judge of the CONTRACTOR's performance of the WORK. All reference to the "City Engineer" in these documents includes the Public Works Director, the City Engineer, and their authorized representatives.

Article 3: Time of Commencement and Completion

CONTRACTOR must begin work within 10 calendar days of the date established by the Notice to Proceed and, subject to modifications authorized by the City Engineer, complete WORK as specified in Document No. 00030-1, Item 6.

Article 4: Contract Sum

The CITY will pay the CONTRACTOR for performance of the WORK, subject to additions and deletions by the Change Order, the sum of \$_____.

Article 5: Progress Payments

The CONTRACTOR must apply to the Director of Public Works for progress payments. The CITY will make progress payments pursuant to A.R.S. §34-221 and with the approval of the Director of Public Works and the CONTRACTOR's application. Progress payments are subject to retainage amounts as deemed necessary by the Director of Public Works for incomplete WORK, unsettle claims, and other deficiencies.

Article 6: Final Payment

Upon the Director of Public Works certification that the WORK has been completed and the Contract has been dully performed, all documentation, including the written concurrence of bonding agencies, if applicable, has been received and the CITY has accepted the WORK, the CITY will make final payment. Final Payment and acceptance of the WORK will not relieve the CONTRACTOR of its obligation to warrant the WORK for a period of one year.

Article 7: General Conditions

7.1 Definitions:

- 7.1.1 CITY. The word "CITY" as used in these documents refers to the City of Somerton, Arizona. The official representative of the CITY in these proceedings is the City Manager, City of Somerton, Arizona or authorized designee.
- 7.1.2 DIRECTOR OF PUBLIC WORKS. The word Director of Public Works or the City Engineer or firm or person, and their properly authorized assistants and inspectors, designated by the Director of Public Works to prepare Plans and administer construction of the WORK.
- 7.1.3 CONTRACTOR. The word "CONTRACTOR" as used in the Project Manual or in the contract, means the person, firm or corporation with whom authorized the Contract with the CITY.
- 7.1.4 SUBCONTRACTOR. The word "Subcontractor" includes those having a direct contract with the CONTRACTOR and those who furnish material worked to a special design according to the Plans or Project Manual for this WORK but does not include those who merely furnish material not so worked.
- 7.1.5 PLANS. The word "Plans" as used in the Project Manual or in the Contract, means the official plans, working drawings or supplemental drawings or exact reproductions thereof, authorized by the City Council, City of Somerton, Arizona which show the locations, character, dimensions and details of the project and the WORK to be done and which are to be considered as a part of the contract, supplementary to the Project Manual.

7.2 Project Administration.

- 7.2.1 In conformance with Arizona Revised Statues §42-5006 and the Arizona Department of Revenue criteria concerning construction project tax liabilities and, as a requirement of this Contract, the CONTRACTOR must provide to the City of Somerton one of the following documents:
- (a) A copy of the **Tax Liability Bond** issued by the Arizona Department of Revenue naming this specific project as being bonded.

- (b) A current **Bond Exemption Certificate** issued by the Arizona Department of Revenue, naming this specific project as being exempt.
- 7.2.2 The Purchasing Division will issue the project's **Notice to Proceed** and **Notice of Completion** documentation.
- 7.2.3 The Contractor shall comply with the Arizona Pollutant Discharge Elimination System (AZPDES) Storm Water Phase II requirements and in particular the Construction General Permit # AZG2003-001. The cost of such compliance must be incorporated into the appropriate Bid form line item cost(s) and no separate payment will be made for this compliance.
- 7.2.4 Prior to and as a prerequisite of the **Notice to Proceed** the CONTRACTOR shall provide the Engineer with the following submittals for review and approval.
- (a) Proposed project material data sheets
 - (b) Construction schedule
 - (c) Schedule of Values for anticipated payment requests
 - (d) Safety plan
 - (e) Material Safety Data Sheets (MSDS)
 - (f) Traffic Control Plan
 - (g) Letter to residents and/or businesses to be affected by the project, advising them of the type and approximate duration of the project.
 - (h) Listing of after-hours/emergency contact personnel for the CONTRACTOR and Subcontractor(s).
 - (i) Certificates of training for all workers who will be cutting, tapping, or handling asbestos cement pipe.
 - (j) A complete and accurate Notice of Intent (NOI) for coverage under the Arizona Pollutant Discharge Elimination System (AZPDES) Construction General Permit No. AZG2003-001 to be submitted to Arizona Department of Environmental Quality (ADEQ) concurrently with the Notice of Intent (NOI) for the SWPPP. The SWPPP is a living document and must be available for ADEQ review during all working hours.
 - (k) Written designation of a "competent person", in accordance with the definition in 29 CFR Part 1923.650, if excavation is required. This person shall remain on the Project site during all construction activities associated with his/her field of competency.
Additionally, Contractor shall submit certification that the competent person has successfully completed a minimum of eight (8) hours of OSHA training related to that field of competency.
- 7.2.5 Contractor must submit all monthly estimates and final billing concurrently to the Director of Public Works (copy) and to the Accounting Division (original), City of Somerton Administration (copy), for review and approval prior to payment.

- 7.2.6 It is expressly understood by the CONTRACTOR that the estimated quantities found in the **Bid Form** section of the Project Manual are estimates only for the purpose of bid comparison and that the final payments quantities will be measured in place subsequent to the completion of construction and paid for at the contract price bid for each item.
- 7.2.7 Contractor is advised that the following sequence of events for issue of final payment by the city of Yuma is as follows:
- (a) The **Contractor's Affidavit Regarding Settlement of Claims** is submitted to the City of Somerton Department of Public Works.
 - (b) A copy of the **Affidavit** and **Consent of Surety** is sent by the Contractor to the CONTRACTOR's Bonding Surety with a request to release final contract payment to the CONTRACTOR.
 - (c) As-Built Red Line Drawings of record are delivered to and accepted by the Director of Public works.
 - (d) Once the Bonding Surety advises, in writing (**Consent of Surety**) to the Director of Public Works, that payment of final contract monies to the CONTRACTOR is approved, the City of Somerton Accounting Division is requested to schedule the issue of the final payment.
- 7.2.8 In a coordinated effort with the City Engineer's representative, the CONTRACTOR will be responsible for the presentation and furnishing of "As-Built" record drawings. The CONTRACTOR shall obtain one set of plans from the Director of Public Works and record in red colored pencil, all cases where actual field contraction differs from WORK shown on plans. All concealed WORK and utility locations will be dimensioned. No separate payment will be made for this activity. The cost for same must be incorporated into the appropriate **Bid Form** line item cost.
- 7.2.9 The CONTRACTOR shall notify the Director of Public Works immediately of any conditions requiring changes to the plans.
- 7.2.10 After the construction is complete and the project's disturbed area is stabilized to at least 70% of natural background levels or responsibility of the project has been assumed by another operator, the Contractor must submit to ADEQ a Notice of Termination (NOT) to end participation in AZPDES program. A copy of the NOT must be provided to the Director of Public Works.
- 7.3 Safety:**
- 7.3.1 Occupational Safety and Health Act (OSHA) Standards for General Industry and Construction (Title 29, Code of Federal Regulations, Parts 1910 and 1926 as amended)

and any City of Somerton, Environmental Health and Safety Regulations are applicable in this Contract.

- 7.3.2 Prior to the issuance of the project's Notice to Proceed, the CONTRACTOR, as defined in the beginning of these General Conditions, must submit an Accident Prevention Plan (Safety Plan) for the specific WORK to be undertaken, to the Director of Public Works, for review and approval. This Plan must address all phases of construction to be undertaken, as called out in the Contract. The Plan must also address measures to control hazards associated with material (MSDS), equipment, and safety inspections.
- 7.3.3 The CONTRACTOR must provide the name of a designated safety person for coordination during the life of the project.
- 7.3.4 The after-hours/emergency response sequence to be utilized for this project is:
- The City of Somerton Street Division will respond to the site of the problem and stabilize the situation by:
- (a) Erecting traffic control signs and barricades to safely divert traffic/motorists and/or pedestrians from the problem area.
 - (b) Contacting the Water Division to close any valves, as may be necessary.
 - (c) Contacting the Senior Public Works Technician/Inspector responsible for the project or if the inspector is not available, contacting the Public Works Field Supervisor, to notify the CONTRACTOR of the need to respond to the project site.
 - (d) Commencing such remedial activities as may necessary to stabilize the site and protect any adjacent infrastructures, until relieved by the CONTRACTOR.
- 7.3.5 The CONTRACTOR must keep the City of Somerton Police Department, Public Works Department, Somerton/Cocopah Fire Department, Rural Metro Fire Corporation, the Yuma County Sheriff's Department, Somerton Migrant Head Start, Somerton Preschool, Somerton School District No. 11, Desert Sonora Elementary, and the Yuma Union High School District informed of all restrictions to traffic flow due to the construction operations.
- 7.3.6 The CONTRACTOR must protect both pedestrians and vehicular traffic at all times with properly positioned traffic control devices such as: warning signs, barricades, flashing devices and/or flaggers. All traffic control must be in accordance with the Manual of Uniform Traffic Control Devices and with applicable Arizona and local codes. The CONTRACTOR must submit a traffic control plan to the CITY for review and approval prior to the start of construction.
- (a) The CONTRACTOR is responsible for the inspection of all traffic control installations used in conjunction with this project and shall inspect, at least twice

daily, to ensure same conforms to the approved Traffic Control Plan. It is recommended that this inspection take place at the start and end of each workday, and approximately the same time on non-working days and at such times as felt such inspection may be required.

- (b) The CONTRACTOR must provide the Director of Public Works with the name and telephone number of those persons responsible for these inspections and who are available for emergency after-hours call out.
- (c) No separate payment will be made for the above activities. The cost for same must be incorporated into the appropriate **Bid Form** line item cost.
- (d) All signs, barricades and warning devices utilized during this Project must:
 - 1. Be installed in accordance with a plan that has been provided to the CITY by a firm or personnel certified in the area of construction traffic control by the American Traffic Safety Services Association (ATSSA) or the International Municipal Signal Association (IMSA), or a professional civil engineer licensed in Arizona and said plan has been accepted by the CITY, and;
 - 2. Be installed and maintained by a firm on a daily basis and after each significant event that would cause barricade collapse.
 - 3. Be National Cooperative Highway Research Program (NCHRP) Report 350 compliant.

7.4. Provisions for Handling Emergencies.

- 7.4.1 It is possible that emergencies may arise during the progress of the WORK which may require special treatment or make advisable extra crew shifts to continue the WORK for twelve (12), eighteen (18), or even twenty-four (24) hours per day. These emergencies may be caused by damage or possible damage to nearby existing structures or property, or accidents. The CONTRACTOR must be prepared in case of such emergencies, to make all necessary repairs, and will promptly execute such WORK when required by the Engineer.
- 7.4.2 The after-hours/emergency response sequence to be utilized for this project is:
 - (a) Erecting traffic control signs and barricades to safely divert traffic, motorists and/or pedestrians from the problem area.
 - (b) Contacting the City of Somerton Water Division to close any valves as may be necessary.

(c) Contacting the Senior Public Works Technician/Inspector responsible for the project or if the Inspector is not available, contacting the Public Works Field Supervisor, to notify the CONTRACTOR of the need to respond to the project site.

(d) Commencing such remedial activities as may be necessary to stabilize the site and protect any adjacent infrastructures, until relieved by the CONTRACTOR.

7.5. Asbestos Cement Pipe.

7.5.1 All CONTRACTORS engaged by the City of Somerton, Arizona to undertake construction involving repair, modification, removal and/or disposal of asbestos cement (cement asbestos) pipe must comply with those worker training requirements stipulated in 29 CFR 1923.11011, the Asbestos NESHAP regulations contained in 40 CFR 61 and special waste management rules for friable A.C.M. contained within Arizona Administration Code R18-8-301/306, as well as subsequent amendments to or superseding documents concerning the above regulations.

7.5.2 The CONTRACTOR shall remove and dispose of all waste or scrap A.C. pipe generated during the course of the project in accordance with federal, state and locals laws, unless specifically noted otherwise in the contract documents.

7.6. Delays.

7.6.1 If any delay is caused the CONTRACTOR by specific order of the Engineer to stop work or by failure of the CITY to provide the necessary right-of-way or site for installation, or by such unforeseen causes beyond the control of the CONTRACTOR, such delay will entitle the CONTRACTOR to an equivalent extension of time, except as otherwise provided hereinafter under Suspension of WORK. Provided, however, that when delay is caused by an order to suspend WORK given on account of climatic conditions which in the opinion of the Director of Public Works could have been reasonably foreseen, the CONTRACTOR will not be entitled to any extension of time on account of such order.

7.6.2 Application for extension of time must be approved by the Director of Public Works and must be accompanied by the formal consent of the sureties, but an extension of time, whether with or without such consent, must not release the sureties from their obligations, which will remain in full force until the discharge of the Contract.

7.6.3 Standby time, if required, will be considered a delay to the project and, as such, will be addressed in accordance with the provisions of this section.

7.7. Suspension of WORK.

7.7.1 The CITY reserves the right to suspend the whole or any part of the WORK herein specified, if deemed in its interest to do so, without compensation to the CONTRACTOR for such suspension other than extending the time for completing the WORK as much as

it may have been delayed by such suspension. No allowance by way of damages will be made for any such delay.

7.8. Project Manual and Plans.

7.81 The CONTRACTOR must keep on the WORK SITE a copy of the Project Manual and plans, and will at all times give the engineer access thereto. Any drawings or plans listed in the Project Manual will be regarded as part of the Contract. Anything mentioned in the Project Manual and not shown on the Plans, or shown on the Plans and not mentioned in the Project Manual will be deemed as if shown as a part of this Contract. The Engineer may furnish from time to time such additional drawings, plans, profiles, and information, as he may consider necessary for the CONTRACTOR's guidance.

7.9. Lines and Grades.

7.9.1 All WORK under this Contract must be built in accordance with the lines and grades shown on the Plans and as provided by the Director of Public Works. The City will furnish only the basic reference lines and bench marks from which the CONTRACTOR will establish such other points as he may need, except as otherwise specified herein. The protection and care of such references lost or destroyed will be replaced only at the CONTRACTOR's expense.

7.9.2 The Contractor shall hire a professional engineer or professional surveyor for the purpose of directing the placement of stakes and grades for this project. Staking crews will perform construction staking as follows:

(a) Storm sewer lines: stake the centerline at an agreed upon offset every twenty-five feet (25') along the line and supply a cut sheet.

(b) Sidewalks: stake an agreed upon offset line will be staked every twenty-five feet (25') and supply a cut sheet.

(c) Curb and gutter: stake an agreed upon offset line with be staked every twenty-five feet (25') along the curb line. Cut and fill makings will be given at each stake.

(d) Rough grading base course or pavement: the elevations will be established from blue top stakes and the installed curb and gutter elevations as set by the CONTRACTOR's survey crew.

7.9.3 The CONTRACTOR's stakes and grades are subject to check by the Director of Public Works for compliance with the Plans and Project Manual. The CONTRACTOR must keep the Director of Public Works informed a reasonable time in advance, at least twenty-four (24) hours, as to his needs for checking lines and grades and for setting stakes in order that the same is done and all necessary measurements are made for record and payment with the minimum of inconvenience to the Director of Public Works or of delay to the CONTRACTOR.

7.10 Character of Workmen.

- 7.10.1 Only skilled foremen and workmen will be employed on WORK requiring special qualifications.
- 7.10.2 When required by the Director of Public Works, the CONTRACTOR shall remove from this project any personnel working for the CONTRACTOR or one of his SUBCONTRACTORS who is performing Work for the CITY, any person who commits trespass, or is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, or incompetent. The CONTRACTOR shall save harmless the CITY from any damages or claims for compensation that may arise due to enforcement of this section of the specifications.

7.11. Material and Workmanship.

- 7.11.1 All material must be of the specified quality, and equal to the approved samples, if samples have been submitted. All WORK must be done and completed in a thorough, workmanlike manner, notwithstanding any omission from the Project Manual or from the Plans. It is the duty of the Contractor **TO CALL THE** Director of Public Works attention to apparent errors or omission, and request instructions before proceeding with the WORK.
- 7.11.2 All defective WORK or material must be removed from the premises by the CONTRACTOR, whether in place or not, and must be replaced with new and satisfactory WORK or material in such manner as the Director of Public Works may direct. All material and workmanship of whatever description is subject to the inspection of, and rejection by the Director of Public Works, if not in conformance with the plans and specifications.
- 7.11.3 On all questions concerning the acceptability of material, machinery and classifications of material, execution of the WORK, conflicting interest of CONTRACTOR's performance of related WORK, and the determination of costs, the decision of the Director of Public Works is final and binding upon all parties.
- 7.11.4 Any defective material or workmanship, or any unfaithful or imperfect WORK which may be discovered before the final acceptance of the WORK must be corrected immediately at the request of the Director of Public Works, without extra charge, notwithstanding that it might have been overlooked in previous inspections. Failure to inspect WORK does not relieve the CONTRACTOR from any obligation to perform sound and reliable WORK as herein specified.

7.12. Infringement of Patents.

- 7.12.1 The CONTRACTOR must hold and save the CITY, its officers, agents, and employees harmless from and against all and every demand or demands of any nature or kind, for or

on account of the use of any patented invention, article or appliance, included in the material or supplies hereby agreed to be furnished under the contract. The CONTRACTOR must secure and file with his proposal such valid license(s) as may be requisite and necessary to enable the CITY, its officers, agents, and employers, or any of them to sue such invention, article, material or appliance, without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. If the CONTRACTOR neglects to secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the CITY may, at its option, refuse to consider such bid.

7.13. Methods and Appliances.

7.13.1 The methods and appliance adopted by the CONTRACTOR must be such as will, in the opinion of the Engineer, secure a satisfactory quality of work and will enable the CONTRACTOR to complete the WORK in the time agreed upon.

7.14. Subcontractors.

7.14.1 If any part of the WORK to be done under this Contract is subcontracted, the subcontracting must be done in accordance with, the CONTRACTOR agrees to be bound by, the following provisions:

- (a) All subcontracts must be in writing and must provide that all WORK to be performed there under will be performed in accordance with the terms of the Contract. **All subcontracts must be approved by the Director of Public Works before said subcontract is executed and work commence.**
- (b) The subcontracting of any or all of the WORK to be done will in no way relieve the CONTRACTOR of any part of his responsibility under the contract. In case the terms of the subcontract are, in the opinion of the Engineer, unsatisfactory from the standpoint of the CITY, or in the case of the WORK being done under any subcontract is not conducted in a manner satisfactory to the Engineer, the CONTRACTOR must, upon written notice to this effect, cause such subcontract to be terminated and the subcontractor and his employees to be removed from the WORK. Any loss or damage that may be suffered on account of such action will be borne by the CONTRACTOR.

7.15. Relations to Other Work.

7.15.1 The CONTRACTOR will so far as practicable, arrange his work and dispose of his materials in such a manner as not to interfere with any other work which may be scheduled for the same area, and must arrange to perform his WORK in proper sequence with other work. When two or more CONTRACTORS are engaged in installation or contraction work in the same vicinity, the Engineer is authorized to direct the order, manner and rate in which each may conduct his WORK so far as it affects other contracts.

7.16. Protection of Person and Property.

7.16.1 The CONTRACTOR must protect against injury any public or private lawns, gardens, shrubbery or trees encountered in the WORK. All obstructions to traffic must be guarded by barriers and illuminated at night. The CONTRACTOR must not trespass upon private property. Access to private property will be by written permission of the property owner as obtained by the CONTRACTOR. Under all circumstances the CONTRACTOR must comply with the laws and regulations relative to the safety of persons and property and the interruption of traffic, as well as the convenience of the public. The CONTRACTOR will be held responsible for and required to make good at his own expense, all damage to person and property caused by carelessness or neglect on the part of the CONTRACTOR or subcontractor, or the agent or employees of either, during the progress of the WORK and until its final acceptance. Prior to the commencement of construction, the CONTRACTOR must contact adjacent property owners, who have structures such as fences, buildings, etc. adjacent to the proposed construction and note with the CITY deficiencies that exist. Further deficiencies caused by the CONTRACTOR must be repaired to the satisfaction of the property owners and the Director of Public Works at the cost of the CONTRACTOR.

7.17. Utilities.

7.17.1 Locations of existing public utility line shown on the plans are approximate only. Where WORK is to be performed adjacent to or across utility lines, the CONTRACTOR must verify the locations in the field and take the necessary precautions. The CONTRACTOR must contact the local utility companies before trenching across any existing underground utility line. Any damage to a utility shall be repaired at the CONTRACTOR's expense and the City of Somerton will not be responsible for any direct or indirect damage to utilities.

7.17.2 It is the CONTRACTOR's responsibility, in accordance with Arizona Revised Statutes §40.360.21 et seq., to notify Arizona Blue Stake (800-782-5348) at least 2 working days in advance of beginning construction.

7.17.3 Omissions from, or inclusion of utility locations on plans is not to be considered as the non-existence of, or definite location of, existing underground utilities.

7.17.4 Adjustment of utility facilities other than those of the City of Somerton will be the responsibility of that particular utility, i.e. Century Link, Southwest Gas Corporation, Arizona Public Service Company, Spectrum and Adelphia. The CONTRACTOR will notify and coordinate with said companies to assure the WORK is completed in an expeditious manner.

7.18. Irrigation Ditches.

7.18.1 Where the WORK involves the crossing or cutting into irrigation ditches, canals or waste ditches, the CONTRACTOR must make such arrangements with the operators of such

ditches as may be necessary to avoid delays in irrigation service and damage to the WORK. Any ditch so cut shall be restored to its original condition in the shortest time practicable.

7.19. Changes in the WORK.

- 7.19.1 The City, without invalidating the Contract, may order extra WORK or make changes by altering, adding to, or deducting from the WORK, the Contract being adjusted as specified herein. All such WORK will be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- 7.19.2 Extra WORK is that WORK not shown or detailed on the Plans or specified. Such WORK will be governed by all applicable provisions of the Project Manual.
- 7.19.3 In order to facilitate the need for filed modification documentation; an Extra Work Order form is typically utilized by the Director of Public Works to direct the increase or reduction of the scope of WORK. A copy of the Extra Work Order (Document 0580) format is appended elsewhere within this Project Manual. While the Extra Work Order can direct or authorize increases in WORK, payment for that additional WORK cannot be processed until the Contract has been modified through issuance of a change order, which may address several Extra Change Orders, as well as measured quantity changes.
- 7.19.4 At the time of the project pre-construction conference the CONTRACTOR must identify to the Director of Public Works those personnel authorized to execute Change Orders and/or field generated Extra Work Orders on the behalf of the CONTRACTOR. This identification must be in writing and bear the notarized signature of an officer for the CONTRACTOR.
- 7.19.5 The Director of Public Works has authority to increase or decrease the quantities of the items of WORK in the Contract. The total value of these changes may not exceed \$25,000.00 dollars of the total amount of the Contract. Any single item may be increased by any amount or omitted entirely as long as the total amount of the Contract is not changed by more than \$25,000.00 dollars. Any change in the quantities of items of WORK included in the CONTRACT that will increase the total amount of the Contract by a value equal to or more than \$25,000.00 dollars shall require the concurrence of the Somerton City Council if the Contract results in a obligation to the CITY of \$25,000.00 dollars or more.
- 7.19.6 In giving the instructions, the Director of Public Works has authority to make minor changes in the WORK not involving extra cost and not inconsistent with the purposes of the WORK, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless in pursuance or a written order by the Director of Public Works; and no claim for an addition to the total amount of the Contract will be valid unless so ordered.

- 7.19.7 The value of any such extra work or change may be determined in one or more of the following ways:
- (a) By Contractor's estimate and Director of Public Works acceptance of a lump sum;
 - (b) By unit prices named in the contract or subsequently agreed upon;
 - (c) By actual cost, with fifteen percent (15%) added for superintendence, use of tools and profit.
- 7.19.8 Actual cost will include the cost of labor, material, insurance, taxes, and equipment rental. The cost of labor is the amount paid for same as shown by the payrolls of the CONTRACTOR, with cost of insurance added when such can be shown to have been paid. The cost of material is the actual price paid for same delivered at the site of the WORK. Fifteen percent (15%) will not be added to any unit or lump sum prices herein specified. In case the WORK is performed by a subcontractor, the said fifteen percent (15%) will be added only once to the actual cost of the WORK; however, the CONTRACTOR may add five percent (5%) to the subcontractor's price to cover his own overhead.
- 7.19.9 If none of the above methods is agreed upon, the CONTRACTOR, provided he receives an order as above, shall proceed with the WORK. In such case and also under paragraph 7.19.7© above, the CONTRACTOR must keep and present daily to the Director of Public Works a complete, thorough, written breakdown of all labor, materials, and equipment covering all extra WORK for the previous day. The Director of Public Works reserves the right to examine the CONTRACTOR's payroll and all other CONTRACTOR's records pertaining to the costs of materials, equipment, labor, and other applicable documents.
- 7.19.10 If the CONTRACTOR, on account of conditions developing during the progress of the WORK, finds it impracticable to comply strictly with this Project Manual and applies in writing for a modification of requirements or of methods of work, such change may be made or authorized by the Engineer if not detrimental to the WORK and if without additional cost to the CITY.

7.20. Roads.

- 7.20.1 The CONTRACTOR must keep open streets and roads subject to interference by the prosecution of the WORK, covered by this contract until WORK is completed, unless otherwise approved by the Engineer.

7.21. Land.

- 7.21.1 The land upon which the WORK of this contract is to be performed will be provided by the CITY.

7.22. Sanitation.

7.22.1 The engineer must establish and police sanitary rules and regulations for all forces employed under the contract. If the CONTRACTOR fails to enforce these rules the CITY may enforce them at the expense of the CONTRACTOR.

7.22.2 It is the CONTRACTOR's responsibility to provide adequate sanitary facilities on the locale of the project for use by the CONTRACTOR's employees in accordance to federal, state and local laws and ordinances.

7.23. Night Work.

7.23.1 The CONTRACTOR may also be permitted or required to work at night, if in the opinion of the Director of Public Works such work is necessary to maintain the required progress or protect the WORK from the elements. If ordered or permitted to work nights, the CONTRACTOR must provide sufficient and satisfactory lighting and other facilities. The CONTRACTOR will receive no extra payment, but compensation will be considered as being included in the prices stipulated for the appropriate items.

7.24. Disposal of Excavated Material.

7.24.1 Before any arrangements for disposal of excavated materials are made, the CONTRACTOR will consult with the CITY, and the CITY will have first claim on all excavated materials. In the event the CITY refused all or part of the excavated materials, it is the responsibility of the CONTRACTOR to make arrangements for and dispose of such materials.

7.24.2 Should soils excavated under the project shall be deposited upon properties owned by the City of Somerton, the site and proposed plan for placement or fill must first be reviewed and approved by the Director of Public Works to assure conformance with the City's goals, objectives and policies. The CONTRACTOR shall stockpile asphalt millings on a City property at a location determined by the Director of Public Works. The Contractor shall use devices able to create stockpiles at least 14' high such as a conveyor belt elevator. There will be no extra payment for hauling, leveling or stockpiling of material. Cost for these items are considered incidental to the pay items in the contract.

7.25. Protection of WORK and Cleaning Up.

7.25.1 The CONTRACTOR is responsible for the care of all WORK until its completion and final acceptance, and the CONTRACTOR must at his own expense replace damaged or lost material and repair damaged parts of the WORK, or the same may be done at the CONTRACTOR's expense by the CITY, and the CONTRACTOR and his sureties will be liable therefore. All new concrete construction that becomes broken or shows evidence of cracks must be completely replaced at the CONTRACTOR's expense. Under no circumstances will patchwork be performed to repair new concrete WORK. The

CONTRACTOR takes all risks from weather and casualties, and may not make any charge for delay from such causes. The CONTRACTOR may however, be allowed a reasonable extension of time on account of such delays, subject to the conditions hereinbefore specified. The CONTRACTOR will remove from the vicinity of the completed WORK all plant equipment and materials belonging to the CONTRACTOR or used the CONTRACTOR's direction during construction. The CONTRACTOR must clean up all waste or excess materials within the established WORK limits within the project so as to make a neat and workmanlike finish to the entire project, and in the event of the CONTRACTOR's failure to remove said materials, the same may be removed by the CITY at the expense of the CONTRACTOR, and the CONTRACTOR and his sureties will be liable therefore.

7.26. Inspection by Engineer.

7.26.1 **IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONSTRUCT THE WORK IN STRICT ACCORDANCE WITH THE PLANS AND PROJECT MANUAL. INSPECTION BY THE DIRECTOR OF PUBLIC WORKS OR HIS ASSIGNEE OR INSPECTOR PRIOR TO THE FINAL INSPECTION WILL NOT RELIEVE THE CONTRACTOR OF THIS RESPONSIBILITY.**

7.26.2 The Director of Public Works will:

- (a) Inspect all sub-base and base courses before placing of succeeding or surface courses.
- (b) Be present during the construction of all asphalt items of WORK.
- (c) Inspect all from WORK for any concrete items prior to placement of concrete. The CONTRACTOR must notify the Director of Public Works one day in advance of when the WORK will be ready for inspection.
- (d) Inspect placement of concrete and make necessary tests. The CONTRACTOR must notify the Director of Public Works one day in advance of the intended time of concrete placement.

7.26.3 The Director of Public Works may require that a sample section of curb and gutter, curb sidewalk or other concrete items be constructed and finished to the satisfaction of the Director of Public Works before the CONTRACTOR is permitted to proceed with construction.

7.26.4 The Director of Public Works will inspect all trenches for pipe or other utilities prior to the installation of pipe or utilities. The Director of Public Works may be present during all pipe-laying operations. The Director of Public Works will require satisfactory operation tests of all utility lines. The CONTRACTOR must notify the Director of Public Works at least one day in advance of the time of need for an inspection of the intended performance of any of the items of construction.

7.27. Guarantee of WORK.

- 7.27.1 The CONTRACTOR must guarantee the WORK against defective material and/or workmanship for a period of one (1) year from the date established by the Notice of Project Completion issued by the Purchasing Division to note acceptance of the completed WORK. Upon discovery, repair work or replacement required in the opinion of the Director of Public Works must be done immediately by the CONTRACTOR at the CONTRACTOR's own expense.
- 7.27.2 If the CONTRACTOR fails to repair such defective material and/or workmanship, or to make replacement within five (5) days after written notice by the CITY, it is agreed that the City will make such repairs and replacements and the actual cost of the required labor and material will be chargeable to and payable by the CONTRACTOR.
- 7.27.3 Any omission on the part of the Director of Public Works to condemn defective work or material at the time of construction will not be deemed an acceptance, and the CONTRACTOR will be required to correct defective work or material at any time before acceptance or final payments and within one (1) year thereafter.

7.28. General.

- 7.28.1 At least 48 hours in advance of the start of construction, the CONTRACTOR must advise all residents, businesses and schools in the immediate vicinity of the project of the type of WORK that is to be undertaken and its approximate duration.
- 7.28.2 If this project requires the interruption of water/sewer service to a property, the CONTRACTOR must advise property owners/lessor of the interruption at least twenty-four (24) hours in advance of the start of construction.
- 7.28.3 Access to adjacent properties, cross street or use of streets scheduled for improvement must be reasonably maintained and fully re-established at the end of each workday.
- 7.28.4 The CONTRACTOR must maintain dust abatement activities for the duration of the project, including weekends and holidays
- (a) The CONTRACTOR must maintain adequate moisture levels in the surface material to eliminate blowing dust from these materials.
- (b) All haul trucks, whether involved in delivery or removal activities must be hard covered and/or tarp covered in order to negate the removal of material from trucks by winds, either natural or caused by the movement of the truck.
- (c) No separate payment will be made for these activities. The cost for same will be incorporated into appropriate Bid Form line item costs.

Article 8: Obligations.

8.1. Contractor.

- 8.1.1 The CONTRATOR must do all the WORK, and furnish all labor, equipment, transportation, tools, and such materials as required for the completion of the WORK, free from all claims, liens, and charges, in the manner and under the conditions specified in the Contract.
- 8.1.2 The WORK and materials furnished must conform strictly with the Project Manual, Project Plans, Details and specifications accompanying this Contract. The CONTRACTOR guarantees that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that all WORK is of good quality, free from defect and in conformance with the contract Project Manual Non-conforming WORK is considered defective. The use of the words “or equal” following the name of any manufacturer, vendor or proprietary product will mean that, in the opinion of the CITY, articles or materials which are offered as a substitute must be equal in quality and performance to the articles or materials specified. The CONTRACTOR must submit requests for substitution to the CITY, and will not proceed with the installation or use any proposed substitution without written permission from the Director of Public Works.
- 8.1.3 The CITY reserves the right to perform work related to this project and to use its own forces, and to award other contracts in connection with the project related to the WORK.
- 8.1.4 The CONTRACTOR must not assign this contract as a whole without written consent of the CITY. Any assignment without such consent may, at the option of the CITY, terminate this agreement. No portion of this Contract will be assigned to a subcontractor without the written consent of the Director of Public Works.
- 8.1.5 The CONTRACTOR must designate a superintendent upon the award of the Contract and notify the Director of Public Works via notarized letter of the superintendent’s name, address and telephone number. The superintendent will be in charge of the operations of the CONTRACTOR in the performance of the WORK and is authorized to accept any notice, consent, order, direction, decision or other communications on behalf of the CONTRACTOR that may be given to the superintendent under the Contract. The Contractor must, until the WORK has been completed, keep a competent superintendent at the WORK site during working hours. The CONTRACTOR must, upon request of the Director of Public Works, remove any superintendent or site foreman who, in the opinion of the Director of Public Works, is incompetent or has in the opinion of the Director of Public Works engaged in improper conduct, and will designate another superintendent or foreman who is acceptable to the Director of Public Works. The CONTRACTOR will not substitute a superintendent without the written notice to and consent of the Director of Public Works. Failure to comply with this paragraph by the CONTACATOR entitle the Director of Public Works to refuse to issue any certificate until the superintendent has returned to the WORK site or another superintendent who is acceptable to the Director of Public Works has been substituted.

- 8.1.6 Contractor warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility.

A breach of this clause shall be deemed a material breach of the Contract and is subject to penalties up to and including termination of this contract.

City 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 this warranty.

- 8.1.7 The CONTRACTOR must guard or otherwise protect the WORK and its site, and protect the contract specifications, plans, drawings, information, material, plant and real property, whether or not they are supplied by the City to the CONTRACTOR, against loss or damage from any cause. This can include hiring employees to watch concrete and asphalt so they are not damaged by others.
- 8.1.8 If the CONTRACTOR fails to comply with any decision or lawful direction given by the City Engineer, the Director of Public Works may employ such methods as the he deems advisable to undertake that action which the CONTRACTOR failed to pursue. The CONTRACTOR must, on demand, pay the City an amount that is equal to the aggregate of all costs, expenses, damage incurred or sustained by the City by reason of the CONTRACTOR's failure to comply with any decision or direction of the City Engineer, including the cost of any methods employed by the Director of Public Works to complete the WORK.
- 8.1.9 The CONTRACTOR may, within ten days after the communication to the CONTRACTOR of any decision or direction, protest that decision or direction. A protest must be in writing, contain full reasons for the protest, be signed by the CONTRACTOR and be given to the City by delivery to the Director of Public Works. If the CONTRACTOR gives a protest, any compliance by the CONTRACTOR with the decision or direction that was protested will not be construed as an admission by the CONTRACTOR of the correctness of that decision or direction, or prevent the CONTRACTOR from taking whatever action the CONTRACTOR considers appropriate in the circumstances. A written protest by the CONTRACTOR will not relieve the CONTRACTOR from complying with the decision or direction that is the subject to protest. The CONTRACTOR must make a protest within three months after the date that a Notice of Project Completion is issued. If the Director of Public Works determines that the CONTRACTOR's protest is justified, the City will pay the CONTRACTOR the cost of the additional labor, plant and material necessarily incurred by the CONTRACTOR in carrying out the protested decision or direction.
- 8.1.10 If the CONTRACTOR incurs or sustains any extra expense or any loss or damage that is directly attributable to:

(1) a substantial difference between the information relating to soil conditions a the WORK site that is contained in the Plans and Project Manual specifications or other documents supplied to the CONTRACTOR for use in preparing the CONTRACTOR's tender or a reasonable assumption of fact based thereon made by the CONTRACTOR, and the actual soil conditions encountered by the CONTRACTOR at the WORK site during the performance of the contract, or

(2) any neglect or delay that occurs after the date of the Contract on the part of the City in providing any information or in doing any act that the Contract either expressly requires the City to do or that would ordinarily by done by the City in accordance with the usage of the trade,

the CONTRACTOR must, within ten days of the date the actual soil conditions were encountered or the neglect or delay occurred, give the Director of Public Works written notice of intention to claim for that extra expense or that loss or damage. When the CONTRACTOR has given a notice, the CONTRACTOR will give the Director of Public Works a written claim for extra expense or loss or damage within 30 days of the date that a Notice of Project Completion is issued and not afterwards. A written claim must contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable the C Director of Public Works to determine whether or not the claim is justified and the CONTRACTOR must supply such further and other information for that purpose as the Director of Public Works requires from time to time. If the Director of Public Works determines that a claim is justified, the City will make an extra payment to the CONTRACTOR in an amount that is calculated by the Director of Public Works. If, in the opinion of the Director of Public Works, an occurrence results in a saving of expenditure by the CONTRACTOR in performing the contract, the amount set out in the Articles of Agreement shall be reduced by an amount that is equal to the saving. If the CONTRACTOR fails to give a notice and a claim within the times stipulated, no extra payment will be made to the CONTRACTOR in respect of the occurrence.

- 8.1.11 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this agreement in accordance with generally accepted accounting principles. Contractor agrees that City, or its' authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this agreement. All such material including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to City during the term of this agreement and for a period of five (5) years thereafter unless City's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in Yuma County, Arizona, provided that is any such material is located outside Yuma County, Arizona, then a City's option, Contractor shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location.

In the Event that an audit of Contractor is conducted specifically regarding this agreement by any Federal or State Auditor, or by any Auditor or Accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with the City's Finance Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State Law or under this agreement. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Contractor to comply with any of the provision of paragraph 8.1.11 shall constitute a material breach of contract and may be cause for debarment per Yuma City Code, Title 3, Chapter 36-56.

8.2 Insurance.

- 8.2.1 Without limiting any of their obligations or liabilities and at their own expense, the CONTRACTOR must purchase and maintain the stipulated minimum insurance with companies duly licensed to do business in the State of Arizona. All policies and forms must be satisfactory to the CITY. Use of alternative insurers requires CITY's prior approval.
- 8.2.2 The insurance policies, except Workers' Compensation, required by this contract, must name the CITY, it's design engineers, it's agents and its employees, as Additional Insured Parties. Any insurance coverage carried by the City or its employees is excess coverage, and not contributory coverage to that provided by the CONTRACTOR.
- 8.2.3 Except for the Commercial General Liability insurance subject to paragraph 8.2.9, the CONTRACTOR must maintain all insurance in full force and effect until all required WORK is satisfactorily completed and formally accepted. Failure to maintain the required insurance may, at the sole discretion of the CITY, constitute a material breach.
- 8.2.4 The policies may provide coverage which contains deductible or self-insured retentions. Such deductible or self-insured retentions are not applicable with respect to the coverage provided to the CITY under such policies. The CONTRACTOR is solely responsible for deduction or self-insured retention and the CITY may require the CONTRACTOR to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 8.2.5 Prior to commencing WORK, the CONTRACTOR must furnish Certificates of Insurance or formal endorsements, issued by CONTRACTOR's insurers to the CITY as evidence that policies providing the required coverage, conditions, and limits are in full force and effect. Such certificates must identify this Contract number or name and must provide for not less than 30 days advance Notice of Cancellation, Termination, or Material Alteration. Certificates must be sent directly to:
- City of Somerton
Director of Public Works
143 N. State Avenue
Somerton, AZ 85350

- 8.2.6 The CONTRACTOR must carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the CONTRACTOR's employees engaged in the performance of the WORK, and Employer's Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.
- 8.2.7 If any WORK is subcontracted, the CONTRACTOR the CONTRACTOR must require all Subcontractors to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by the CONTRACTOR.
- 8.2.8 The CONTRACTOR must carry Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$100,000 each occurrence on all vehicles, whether owned or leased, used in performance of the WORK. Such insurance must include coverage for loading and unloading hazardous materials and wastes.
- 8.2.9 The CONTRACTOR must carry Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 General Aggregate Limit. The policy must include coverage for bodily injury, products/complete operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification of this Contract. The policy must be primary and the coverage must not exclude Explosion, Collapse and Underground (X, C, U). In the event the General Liability insurance policy is written on a claims made basis, coverage must extend for two years past completion and acceptance of the WORK as evidenced by annual Certificates of Insurance.
- 8.2.10 The CONTRACTOR must carry umbrella/Excess Liability insurance with an unimpaired limit of not less than \$1,000,000 per occurrence limit Bodily Injury and Property Damage that "follows form" and applies in excess of the Commercial General Liability, Commercial/Business Automobile Liability and Employer's Liability, as required above.
- 8.2.11 If the CITY requires testing of equipment or other similar operations, the CONTRACTOR is responsible for providing appropriate insurance as may be deemed necessary by the CITY.

8.3. Performance and Payment Bonds.

- 8.3.1 The CONTRACTOR must maintain a Performance Bond (Document 0510), which is acceptable to the CIY and in the full amount of this contract and for the duration of the contract. CONTRACTOR's failure to maintain a Performance Bond is a default and the CITY may terminate this contract and pursue all other remedies.
- 8.3.2 The CONTRACTOR must maintain a Payment Bond (Document 0520), which is acceptable to the CITY and for the full amount of this contract and for the duration of the

contract. CONTRACTOR's failure to maintain a Payment Bond is a default and the City may terminate this contract and pursue all other remedies.

8.4. Indemnification.

8.4.1 The CONTRACTOR must comply with all applicable federal, state, and local environmental laws, regulations and ordinances, and must indemnify the CITY for any required remediation and from all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death to any person, damage to any property, or any environmental damage arising out of violations of such laws, regulations, and ordinances.

8.4.2 The CONTRACTOR must indemnify and defend the CITY, the City's agents and its employees, against all liability or loss, and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the performance of the WORK. The CONTRACTOR's indemnification responsibility extends to all Subcontractors and anyone directly employed by them, or anyone for whose acts they may be liable, regardless of whether a claim, damage, loss or related expense is caused in part by a party indemnified under this Contract, including the CITY. The amount and type of insurance coverage does not limit the scope of this indemnity.

8.5. Rights and Remedies.

8.5.1 The Director of Public Works, or properly authorized agents, will

- 1) manage the project on behalf of the CITY;
- 2) calculate and determine the quantity of the WORK performed;
- 3) inspect all WORK for acceptance or rejection.

The Director of Public Works has full authority to reject or condemn any WORK which does not conform to the terms and conditions of the Contract specifications, even if another agent of the City has previously approved it.

8.5.2 All suits for breach of this Contract, and any other judicial proceeding for the enforcement or interpretation of this Contract must be instituted and maintained in a court of competent jurisdiction in the County of Yuma, State of Arizona.

8.5.3 If either party fails to insist upon strict performance of any provisions of this Contract, to exercise any rights or remedies provided by this Contract, or to delay in the exercise of any rights or remedies, the parties are not released from any responsibilities or obligations imposed by law or by this Contract and do not waive the right to insist upon strict performance.

8.5.4 If a court of competent jurisdiction holds any term, part or provision of this agreement to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining

terms, parts, or provisions are not affected, and the rights and obligations of the parties are construed and enforced as if the agreement did not contain the invalid part, term, or provision.

- 8.5.5 To prevent disputes and litigation, the Director of Public works will determine all questions in relation to the WORK and the construction. In all cases, the Director of Public Works will decide questions that arise relative to the execution of the WORK, and his estimates and decision are a condition precedent to the CONTRACTOR's right to receive any money or compensation for any work done or material furnished
- 8.5.6 If an action or proceeding is brought for failure to observe any of the provisions of this contract, the prevailing party is entitled to recover, as part of such action or proceeding, all litigation and collection expenses, including but not limited to witness fees, court costs, and reasonable attorney fees.
- 8.5.7 If the CONTRACTOR neglects, fails or refuses to complete the WORK within the time herein specified, or any proper extension thereof granted by the CITY, then the CONTRACTOR agrees, as consideration for the awarding of this Contract, to pay to the CITY the liquidated damages as defined in the Yuma County Specifications, not as a penalty for such breach of contract as hereinafter set forth, for each and every calendar day that the Contract is in default after the time stipulated in the Contract for completing the WORK. The said amount as defined above is agreed upon by and between the CONTRACTOR and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount as it is to be determined by the Yuma County Specifications is agreed to be the amount of damages which the CITY would sustain and said amount may be retained from time to time by the CITY from current periodical estimates.

It is further agreed that time is of the essence for each and every portion of this Contract and for the specifications wherein as definite and certain length of times if fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any WORK, the new time limit fixed by such extension shall be of the essence of this contract.

The CONTRACTOR will not be charged with liquidated damages or any excess cost when the CITY determines that the CONTRACTOR is without fault and the CONTRACTOR's reasons for the time extension are acceptable to the CITY. Further, the CONTRACTOR will not be charged with liquidated damages or any excess cost when delay in completion of the WORK is due:

1. to any preference, priority or allocation order duly issue by the CITY;
2. to unforeseeable cause beyond the control and without the fault of negligence of the CONTRACTOR, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another Contractor in the performance

of a contract with the CITY, fires, flood, epidemics, quarantine restriction, strikes, freight embargoes, and severe weather and;

3. to any delays of subcontractors or suppliers occasioned by any of the causes specified in subsection (1.) and (2.) of this article.

The CONTRATOR must, within ten (10) days from the beginning of such delay, unless the CITY grants a further period of time prior to the date of final settlement of the Contract, notify the CITY, in writing, of the causes of the delay. The Director of Public works will ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.

8.6. **Termination.**

8.6.1 The CITY may unilaterally terminate this Contract, or any part of it, at any time, if any of the following conditions occur:

- 1) the CITY, at its sole discretion conditions encountered prior to or during the WORK make it impossible or impractical to proceed with the WORK;
- 2) the CONTRACTOR breaches or defaults on any provisions of this agreement;
- 3) the CONTRACTOR abandons the WORK;
- 4) the parties mutually agree;
- 5) the CONTRACTOR fails to perform acceptable work or meet deadlines;
- 6) the CONTRACTOR is unable to continue because of financial problems;
- 7) the CONTRACTOR assigns the Contract without prior written approval from the City;
- 8) the WORK or any part of it is unnecessarily or unreasonably delayed in the opinion of the Director of Public Works;
- 9) from any other cause that prevents the CONTRACTOR from performing the Contract and completing the WORK.

8.6.2 The CONTRACTOR will receive payment for the portion of the WORK actually completed as compensation in full for services performed to the date of termination. This payment amount will be determined by the Director of Public Works.

8.6.3 The CITY and the CONTRACTOR will fully perform the provisions of this Contract, except that the CITY reserves the right to terminate or abandon the performance, or to abandon any portion of the project for which the CONTRACTOR has performed

services. Termination of the Contract, or any portion of it, does not relieve the CONTRACTOR of his responsibilities for the completed WORK or the surety of its obligation for any just claims arising out of the WORK performed prior to termination.

8.6.4 The CITY will notify the CONTRACTOR in writing if the CITY terminates or abandons the service or any part of the services. Immediately after receiving notice, the CONTRACTOR must discontinue advancing WORK and proceed to close its operations.

8.6.5 Upon termination or abandonment, the CONTRACTOR must deliver to the CITY all reports, and estimates entirely or partially completed, together with all unused materials supplied by the CITY. The CONTRACTOR must appraise the WORK completed and submit the appraisal to the CITY for evaluation.

8.7 **Miscellaneous.**

8.7.1 **SUCCESSOR AND ASSIGNS** This Agreement is not assignable unless both parties mutually consent otherwise in writing. The requirements of this Agreement are bidding upon the heirs, executors, administrators, successors, and assigns of both parties.

8.7.2 **GOVERNING LAW** The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance.

8.7.3 **WAIVER** If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.

8.7.4 **SEVERABILITY** If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

8.7.5 **INTEGRATION** This Agreement contains the entire agreement between the parties, and or oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the parties.

8.7.6 **NO PARTNERSHIP** Nothing in this Agreement constitutes a partnership or joint venture between the parties, and neither party is the principal or agent of the other.

8.7.7 **VENUE** The parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.

8.7.8 **COMPLIANCE WITH LAW** The CONTRACTOR must comply with all federal, state, and local laws and ordinances applicable its performance under this contract. The CONTRACTOR will comply with the Americans with Disabilities Act (ADA) and will

indemnify the CITY for any costs, including but not limited to, damages, attorney's fees, and staff time in any action or proceeding brought alleging violation of the ADA. The CONTRACTOR will not discriminate against any person on the basis of race, religion, color, age, sex or national origin in the performance of this Contract, and must comply with the terms of Title VII of the Civil Right Act of 1964, P.L. 88-354 (1964). In addition, the CONTRACTOR must include similar requirements of subcontractors in any contracts entered into for performance of the CONTRACTOR's obligations under this Contract. The CONTRACTOR agrees not to participate in or cooperate with any international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. In Addition, the CONTRACTOR must include similar requirement of all subcontractors in contracts entered for performance of the CONTRACTOR's obligations under this Contract.

8.7.9 TIME OF THE ESSENCE Time is of the essence in this Contract. Unless otherwise specifically provided, any consent to delay in the CONTRACTOR's performance of its obligation is applicable only to the particular transaction to which it relates, and it not applicable to any other obligation or transaction.

8.7.10 CONFLICT OF INTEREST This contract is subject to the Conflict of Interest provisions of the Arizona Revised Statutes §38-511, as amended

8.7.12 NOTIFICATIONS Written notice of a change of address of either party must be given in writing to the other party. Notice of change of address is deemed effective 5 days after mailing by the party changing address.

This Contract is effective on the ____ day of _____, 2012.

CONTRACTOR

By _____

Print Name _____

Title _____

Date _____

CITY OF SOMERTON

By _____
CITY MANAGER

ATTEST:

CITY CLERK

Date Signed

APPROVED AS TO FORM:

CITY MAYOR

Date Signed

CITY ATTORNEY

Date Signed

CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation or Partnership)

I, _____, hereby certify that I am the duly
qualified

and Acting Secretary of _____ (Name of
Corporation) and I further certify that a meeting of the Directors of said Company duly called
and held on _____ (Date), at which all Directors were present and voting, the
following vote was unanimously passed: VOTED: To authorize and empower
_____ (Name of Person authorized to sign Document) to
execute Forms of
General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changes or modified in any
respect.

By _____
(Secretary of Corporation)

Printed Name

A TRUE COPY

Attest: _____
(Notary Public)

My Commission Expires:

(Date)

DOCUMENT 0510

PERFORMANCE BOND

Parkway Subdivision Pavement Preservation

1. FORM INCLUDED

- 1.1 The City of Somerton has elected to use the following form as the Performance Bond Form for this project.
- 1.2 Bidder is advised to review this document and comply with defined requirements when submitting a bid.
- 1.3 Date of bond must coincide with the date of the Contract between the City of Somerton and the Contractor. Bond form will be supplied to the successful bidder with the Contract documents.

DOCUMENT 0510

PERFORMANCE BOND

Bond No. _____

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

_____ ("Principal"), and
_____, a corporation organized
and existing under the laws of the State of _____

with its principal office in the City of _____ ("Surety"), are bound to pay

The City of Somerton ("Obligee") \$ _____. The Principal and the surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally.

The Principal has entered into a written contract with the Obligee, dated the _____ day of _____, 20_____ to furnish any and all labor, supervision, equipment, transportation, plant and materials required to construct the Road Improvements -Parkway Subdivision Pavement Preservation, C.I.P. 2017-005, for the City of Somerton, Arizona. This document is part of the Contract.

Now, therefore, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions of the Contract, with or without notice to the surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

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

PERFORMANCE BOND (CONTINUED)

The prevailing party or any party which recovers judgment on this bond is entitled to reasonable attorney's fees and costs as determined by the Court.

Executed this _____ day of _____, 20____.

Principal

By _____

Print Name: _____

Surety Seal

By _____

Print Name: _____

AGENCY OF RECORD

AGENCY ADDRESS COMPLETE

Construction Project: **Parkway Subdivision Pavement Preservation**
City of Somerton - C.I.P. 2017-005

DOCUMENT 0520

PAYMENT BOND

IMPROVEMENTS - PARKWAY SUBDIVISION PAVEMENT PRESERVATION

1. FORM INCLUDED

- 1.1 The City of Somerton has elected to use the following form as the Payment Bond Form for this project. **SUBSTITUTE FORMS WILL NOT BE ACCEPTED BY THE CITY OF SOMERTON.**
- 1.2 Bidder is advised to review this document and comply with defined requirements when submitting a bid.
- 1.3 Date of bond must coincide with the date of the Contract between the City of Somerton and the Contractor. Bond form will be supplied to the successful bidder with the Contract documents.

DOCUMENT 0520

PAYMENT BOND

Bond No. _____

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

_____ ("Principal"), and

_____, a corporation organized

and existing under the laws of the State of _____

with its principal office in the City of _____ ("Surety"), are bound to pay

The City of Somerton ("Obligee") \$ _____. The Principal and the surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally.

The Principal has entered into a written contract with the Obligee, dated the _____ day of _____, 20____ to furnish any and all labor, supervision, equipment, transportation, plant, tools and materials required to construct the Parkway Subdivision Pavement Preservation, C.I.P. 2017-005, for the City of Somerton, Arizona. This document is part of the Contract.

Now, therefore, the condition of this obligation is such that if the Principal promptly pays all monies due all persons supplying labor and materials to the Principal's subcontractors in the prosecution of the Work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

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

PAYMENT BOND (CONTINUED)

The prevailing party or any party which recovers judgment on this bond is entitled to reasonable attorney's fees and costs as determined by the Court.

Executed this _____ day of _____, 20____.

Principal

By _____

Print Name: _____

Surety Seal

By _____

Print Name: _____

AGENCY OF RECORD

AGENCY ADDRESS COMPLETE

Construction Project:

Parkway Subdivision Pavement Preservation
City of Somerton - C.I.P. 2017-005

DOCUMENT 0530

CERTIFICATE OF INSURANCE FORM

Parkway Subdivision Pavement Preservation

1. DOCUMENT INCLUDED

- 1.1 The City of Somerton has elected to use the following form as the Certificate of Liability Insurance Form (ACORD 25-S) for this project. (Available through your insurance company) except for Workers' Compensation Insurance.
- 1.2 The City of Somerton will accept the Certificate of Workers' Compensation Insurance as supplied by State Fund Workers' Compensation Insurance if applicable. If not, include Workers' Compensation Insurance on form identified above under 1.1.
- 1.3 Bidder is advised to review to review Document 0400, Article 8, Section 2 - Insurance, and comply with defined insurance requirements when submitting a bid.

DOCUMENT 0540

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

Parkway Subdivision Pavement Preservation

1. DOCUMENT INCLUDED

- 1.1 The City of Somerton has elected to use the following Contractor's Affidavit Regarding Settlement of Claims for this project.

DOCUMENT 0540

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

Parkway Subdivision Pavement Preservation

PROJECT: **Parkway Subdivision Pavement Preservation**
Somerton, AZ - C.I.P. No. 2017-005

ACCOUNT # _____

To: City of Somerton
143 N. State Avenue
Somerton, AZ 85350

This is to certify that the claimant or subcontractor has discharged all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above referenced project.

The undersigned accepts \$ _____, as the specified final payment amount, as full and complete payment under the terms of the Contract, and relinquishes any and all further claims or right of lien in connection with the above described project. The undersigned further agrees to indemnify and defend the City of Somerton against all liens, claims of liens, legal actions, damages, charges, and expenses the City may suffer from failure for the undersigned to pay for labor, rental of equipment and materials for the performance of the Work under the Contract.

Signed this _____ day of _____, 20____.

Contractor

By _____

Print Name _____

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

Notary Public

My Commission Expires _____

DOCUMENT 0560

PARTIAL PAYMENT REQUEST TO CITY OF SOMERTON

Parkway Subdivision Pavement Preservation

1. DOCUMENT INCLUDED

- 1.1 The City of Somerton has elected to use the following Partial Payment Request Form for this project.

PARTIAL PAYMENT REQUEST TO CITY OF SOMERTON
PARKWAY SUBDIVISION PAVEMENT PRESERVATION

REQUEST NO. _____

BID No. 2017-005

C.I.P. No. 2017-005

Contractor: _____

Contract Start Date: _____

Original Contract Completion Date: _____

Current Completion Date: _____

Period Covered: _____ To _____

Original Contract Price: \$ _____

Current Contract Price Through C.O. No. (____) \$ _____

Work Completed To Date: \$ _____

Less Retainage \$ _____

Amount Due Contractor \$ _____

CERTIFICATION OF CONTRACTOR

I hereby certify that the Work performed and the materials supplied to date, as shown on this partial payment request, represent the actual value of accomplishment under the terms of this contract in conformity with the approved plans and specifications; that the quantities shown were properly determined and are correct; and that there has been full compliance with all labor provisions included in the contract identified above.

Date: _____

Contractor: _____

Signature: _____

Print Name: _____

Approved By: _____
Director of Public Works

DOCUMENT 0570

CONSENT OF SURETY

PARKWAY SUBDIVISION PAVEMENT PRESERVATION

1. DOCUMENT INCLUDED

- 1.1 The City of Somerton has elected to use the following Consent of Surety Form for this project.

CONSENT OF SURETY

PARKWAY SUBDIVISION PAVEMENT PRESERVATION

P.O. No. _____ / C.I.P. No. _____

Contractor: _____

Contract Start Date: _____

Original Contract Completion Date: _____

Current Completion Date: _____

In accordance with the provisions of the contract between the City of Somerton and

_____, Contractor,

_____, Surety,

approves the reduction in or partial release of retainage to the Contractor as follow:

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to the City of Somerton as set forth in the Surety's bond.

Surety: _____

Signature of Authorized Representative

Print Name: _____

Executed this ____ day of _____, 20_____.

DOCUMENT 0580

EXTRA WORK ORDERS

PARKWAY SUBDIVISION PAVEMENT PRESERVATION

1. DOCUMENT INCLUDED

1.1 The City of Somerton has elected to use the following Extra Work Order Form for this project.

(a) Extra work undertaken by this Order shall be in accordance with that section of the General Conditions of the Project addressing Changes in Work

(b) Should an item of extra work be a new item, i.e. and item not addressed in the Project's original Proposal, Addenda or a Proposal of Cost submitted in conjunction with a previous Extra Work Order, the Contractor shall tender to the Engineer a "Proposal of Cost", which shall reflect all costs to be incurred by the City for the new work.

(c) Only upon approval of a "Proposal of Cost", if necessary, and the issue of this Order, shall the Contractor commence extra work.

(d) Extra Work Orders distribution shall be to:

1. C.I.P. Project Manager (Copy)
2. C.I.P. Project File (Original)
3. City Project Inspector (Copy)
4. Contractor (Copy)
5. Purchase Order History File (Copy)
6. Director of Public Works (Copy)

**CITY OF SOMERTON
DEPARTMENT OF PUBLIC WORKS**

EXTRA WORK ORDER

PARKWAY SUBDIVISION PAVEMENT PRESERVATION

Date: _____ P.O. No. _____

Issued To: _____ License No. _____

**BY ISSUE OF THIS EXTRA WORK ORDER, THE CONTRACTOR NAMED ABOVE IS
HEREBY DIRECTED TO UNDERTAKE AND COMPLETE THE FOLLOWING DESCRIBED
WORK, AS A PART OF AN EXISTING CONTRACT FOR THE REFERENCED CAPITAL
IMPROVEMENT PROGRAM (C.I.P. No. 2017-005).**

Description of Extra Work

1. _____ Cost: _____

2. _____ Cost: _____

3. _____ Cost: _____

New charges to be assessed against account. Total: _____

Issued By: _____ City of Somerton

Print Name: _____ Director of Public Works

Accepted By: _____ Contractor

Print Name: _____ Contractor

DOCUMENT 0600

SPECIAL CONDITIONS

PARKWAY SUBDIVISION PAVEMENT PRESERVATION

1. DOCUMENT INCLUDED

1.1 Each bidder is advised to review this document in its entirety and be completely familiar with the Special Conditions that apply to this project.

1.2 The following Special Conditions are considered to be more specific and may modify the standard specifications and details called out in the plans.

Document 0600

SPECIAL CONDITIONS

PART A: THESE SPECIAL CONDITIONS ADD TO AND MODIFY THE YUMA COUNTY PUBLIC WORKS STANDARDS FOR CONSTRUCTION VOLUME II SPECIFICATIONS, LATEST ADDITION

- A. Section 101.2 GENERAL DEFINITIONS AND TERMS:** the indicated definitions and terms are modified to read:

CONTRACTING AGENCY: The City of Somerton is the legal entity that has contracted for the performance of the work or for who the work is being performed.

COUNTY: When Yuma County or County or City of Yuma is referenced as being the Contracting Agency or jurisdiction with contract control, Yuma County, County or city of Yuma shall be considered to be the City of Somerton, AZ., for the purposes of this contract.

DIRECTOR OF COMMUNITY SERVICES: City of Somerton, City Manager, agent for the Contracting Agency.

ENGINEER: Director of Public Works, the City of Somerton Engineer, or their approved designee.

PWSYC: Public Works Standards for Yuma County.

- B. Section 102.9 IRREGULAR PROPOSALS:** is modified to add:
- (F) If the bid is received after the scheduled closing time for receipt of bids.
 - (G) If receipt of more than one proposal for the same work under the same or different names.
 - (H) If there is any evidence of collusion among bidders.
 - (I) The Council retains the right to disregard irregularities of Proposals.

- C. Section 104.1.1 GENERAL:** Is modified to add:

All existing concrete or bituminous surfaced sidewalks, driveways and alleys which were necessarily disturbed by the operations of the Contractor in accordance with the requirements of the plans or at the directions of the Director of Public Works shall be replaced.

Concrete or bituminous surfaces, sidewalks and driveways which were disturbed by construction shall be removed to a distance required to maintain a slope as indicated on plans for driveways and or not to exceed the rights-of-way or temporary easement lines and these materials shall be replaced. Payment for such work will be made under the respective pay items provided for in the contract unless specifically provided for.

D. Section 105.2 SHOP DRAWINGS AND SUBMITTALS: is to be modified to add:

All concrete and asphalt concrete mix designs shall be of no more than twelve (12) months in age from the contract date and shall be submitted to the Construction Administrator Engineering staff for approval not less than fourteen (14) days prior to any paving or placement operations.

**E. Section 105.7 COOPERATION WITH UTILITIES
UTILITIES:**

References to utilities in this section refer to utilities not owned by the Contracting Agency. The Contractor shall be responsible for utility modifications to the Contracting Agency's facilities as called out on the construction plans, details and specifications or as directed by the Engineer.

**F. Section 107.11 CONTRACTORS RESPONSIBILITY FOR UTILITY
PROPERTY AND SERVICES:** is modified to add:

The Contractor shall assume full responsibility for all damage to all utilities, the locations of which have been made known to him due to his operations, and shall repair the damaged utilities as required herein, at his own expense.

G. Section 109.5.1 EQUIPMENT: is modified to read:

Unless a prior written agreement has been made, the contracting agency will not pay move-in/move-out costs and standby equipment rates.

PART B: GENERAL INFORMATION

The following items are non-payment items being considered incidental to the project, the costs of which are to be included in project overhead or within a specific bid item. It should be noted that the City of Somerton specifically wants to use the City of Yuma, Construction Standard Detail Drawings and the Yuma County Construction Specifications for this project. The City code calls out the use of Yuma County Construction standards and specifications. Though these two sets of detail drawings are very similar and even have similar numbering schemes, the Contractor shall take note that there are differences between them. Specific examples include the spacing of contraction joints, the use of sand under the concrete sidewalks, and the back of ramp curb and raised dome warning strip on the sidewalk ramps. There are others as well, the Contractor is advised to review the differences for themselves and be prepared to ask questions during the pre-bidding process and preconstruction conferences as needed to be clear on what is expected on the project.

CONTRACT STANDARD SPECIFICATIONS AND DRAWINGS

The following Standard Specifications and Standard Drawings referenced in the project contract documents are required for construction of this project:

- City of Yuma, Construction Standard Detail Drawings, Latest Edition.
- Public Works Standards for Yuma County (PWSYC) Volumes I-III, I dated June, 1988; II July Dated July 1993; III dated April 1996.
- City of Yuma, Construction Specifications, Latest Edition.
- Manual on Uniform Traffic Control Devices (MUTCD), Latest Edition, including Arizona supplement.
- ADOT Standard Specifications for Road and Bridge Construction including measurement and method of payment (Includes revisions through 2008).
- Arizona Department of Transportation Manual of Approved Signs latest edition.
- ADOT Signing and Marking Standards, Latest Edition
- ADEQ Rules and Polices

In the event of any conflict between these Special Provisions, the construction drawings and the requirements of the above referenced specifications, details, codes and regulations, the following hierarchy shall determine which shall prevail.

1. Contract Document
2. Special Conditions
3. Construction Drawings with attached details
4. City of Yuma, Construction Standard Detail Drawings
5. Yuma County Public Works Standards Volume II Specifications
6. Yuma County Public Works Standards Volumes I and III
7. City of Yuma, Construction Specifications
8. All other listed codes, manuals and specifications.

The Contractor's superintendent is required to have a copy of each with him or at the construction office in Somerton at all times during the construction of the project.

PRECONSTRUCTION MEETING

The Contractor shall attend a preconstruction meeting on a date to be established by the Director of Public Works. The preconstruction meeting will be held at the City of Somerton Department of Public Works office. At the time of the preconstruction meeting the Contractor shall identify to the Director of Public Works, in writing, those personnel authorized to execute change orders and/or field generated extra work orders on behalf of the Contractor. The document furnished by the Contractor to the Director of Public works shall be executed by an officer of the corporation or other duly authorized individuals in the case of a non-corporate entity and shall identify the position, authority, and name of the person. The document shall be notarized. The Contractor shall also submit detailed traffic control plans for the first sections of the work and be prepared to discuss traffic control requirements for the entire project.

PROGRESS MEETING

The Contractor shall schedule and administer weekly progress meetings, construction foreman meetings, safety meetings and specially called meetings throughout project construction period. Unless directed otherwise by the City of Somerton or its Construction Manager the Contractor shall:

- 1) Prepare agenda for meetings.
- 2) Distribute written notice of specially called meetings a minimum of one (1) working day in advance of meeting date.
- 3) Make physical arrangements for meetings.
- 4) Preside at meetings.
- 5) Record minutes; include significant proceedings and decisions.
- 6) Prepare formal minutes and distribute copies to meeting participants, DIRECTOR OF PUBLIC WORKS, UTILITIES, SUBCONTRACTOR'S and OTHER STAKE HOLDER parties affected by decisions made at meeting within three (3) working days after each meeting.
- 7) Meetings will be held a minimum of once per week, during construction of project.
- 8) Provide a Construction Progress Schedule as described below.

Representatives of the Contractor, Subcontractors and Suppliers attending meetings shall be qualified and authorized to act in behalf of the entity each represents. The OWNER and DIRECTOR OF PUBLIC WORKS may attend meetings.

CONSTRUCTION PROGRESS SCHEDULES

The Contractor shall prepare and submit a Construction progress schedule in accordance with the General Conditions. Prepare the schedules in the form of a horizontal bar chart or similar. Work shall be done between the hours as shown under GENERAL TERMS AND CONDITIONS.

SHOP DRAWINGS AND PRODUCT DATA (SUBMITTALS)

GENERAL: Conform to the requirements of MAG Standard Specifications Section 105.2 and Article 6 of the General Conditions except as noted herein.

MATERIALS: The Contractor shall furnish to the City of Somerton Contract Administrator product data information. Material certificates, mix designs and shop drawings in sufficient detail to show complete compliance with all specified requirements including but not necessarily limited to the following:

PRODUCT DATA: All irrigation components, Aggregate Base, Valves, Manholes, Sign blanks and sign sheeting, Storm drain piping & appurtenances, Street signs, Water meter boxes, Paint, PVC conduit and Water Main Piping.

Product data shall include information such as the manufacturers printed recommendations, compliance with recognized trade association standards, application of testing agency labels and seals, product dimensioning and notation of coordination requirements.

CERTIFICATES: Reinforcing steel, Gaskets, Subgrade and aggregate base compaction, Signing and striping material, Mechanical couplers, Tack material, Tie Rod components, Asphalt binder and admixtures, Asphaltic concrete compaction.

The Certificates shall be prepared by the Manufacturer or testing agency thereof and should include technical specifications and compliance with industry trade association and testing agency standards.

MIX DESIGNS: Asphaltic cement concrete pavement, Aggregate base material, Portland cement concrete, concrete slurry.

The mix designs shall directly compare the proposed mix components and properties with those of the referenced standard mix or as modified within the special provisions.

SHOP DRAWINGS: Sequence of construction details, Pull Boxes, Traffic control plans-haul routes, Steel handrail fabrication details, Utility protection plans, Storm water pollution plan, reinforcing steel bending and layout, transverse tie rod assemblies, details of structures if non-standardized, concrete voided slabs, falsework, precast concrete products, steel fabrication details, shoring.

Shop drawings shall include the name of the project, project number, date prepared, name of the preparer, Contractor and subcontractor if applicable. All dimensions and identification of products and materials included along with information of any coordination requirements and established field dimension measurement shall be clearly shown or noted.

Drawings of minor or incidental fabricated material and/or equipment may not be required by the City of Somerton. The Contractor shall furnish the City tabulated lists of such fabrications, showing the names of the manufacturers and catalog numbers, together with samples of general

data as may be required to permit determination by the City as to their acceptability for incorporation into the work.

SAMPLES: Aggregate base material, 60mm and 90mm pavement striping, Epoxy paint, decomposed granite.

Samples shall be representative of the materials to be incorporated into the project and submitted in sufficient quantity to permit evaluation and/or comparison.

DISTRIBUTION AND REVIEW:

The Contractor shall submit five copies of shop drawings and product data for review. The Contractor shall anticipate and schedule for a two week review period by the City of Somerton and/or its designee during which time the shop drawings, mix designs, product data or product certificated will either be: “reviewed”, “reviewed as noted”, “rejected”, or “revise and resubmit”. The latter two will require re-submittal of the material and a subsequent additional review period. This process shall be repeated until all submitted materials have been given the “reviewed and approved” check mark. Actions of any kind on drawings by the Engineer do not relieve the Contractor from responsibility for errors, correctness of details, or conformance to the contract. The Contractor will be responsible for all costs associated with re-submittals beyond the allowed 2-submittals per item; for example, if it takes the Contractor 4 submittals to achieve a “reviewed and approved” check mark for an asphalt mix design, the Contractor shall pay all costs including Engineer’s time, geotechnical engineer’s time, and all associated costs for the two additional submittals. The costs of additional submittals will not be paid by the City of Somerton and should be deemed by the Contractor as incidental to the item in question.

Shop drawings shall be on sheets in standard size increments between 8½” x 11” and 24” x 36”, all drawings shall indicate the name of the job, the City’s job number, date, name of the Contractor. All other data, certificates or mix design reports shall be presented on 8½” x 11” format, or as provided by the Supplier/Manufacturer.

COOPERATION WITH UTILITIES

GENERAL: Conform to the requirements of PWSYC Section 105.7 except as modified to add herein. The locations of existing underground utilities have been shown on the plans to be the best of the Design Engineers knowledge; however, it shall be the Contractors responsibility to field verify all utilities locations and to coordinate in a timely manner with the pertinent utility companies so that any obstructing utility installation may be adjusted/relocated without delay to the Contractors project schedule. The Contractor shall be responsible for potholing all utility conflicts in a timely manner.

The following utilities have facilities in the vicinity of the project limits:

- Southwest Gas
- City of Somerton Water and Sewer
- APS electric
- CenturyLink
- Spectrum Cable

CONTACTS: The following telephone numbers should put the Contractor in contact with the proper personnel:

Andrew Ricker
Southwest Gas (Local Office) (928) 341-2608
7017 E. 30th St.
Yuma, AZ 85364
andrew.ricker@swgas.com

Samuel Palacios (928) 722-7371
Water, Sanitary Sewer, Storm Drain, Street Signs
City of Somerton
sampalacios@somertonaz.gov

Mark Keslar (928) 336-9887
APS
190 W. 14th Street
Yuma, AZ 85365
Mark.Keslar@aps.com

Isavel Marin (928) 343-8944
Century Link
1850 E. 20th Street
Yuma, AZ 85365
[Isavel Marin \(Isavel.Marin@centurylink.com\)](mailto:Isavel.Marin@centurylink.com)

Placido Lopez (760) 250-2469
Spectrum Cable
1289 S. 2nd Avenue
Yuma, AZ 85364
placido.lopez@twcable.com

COORDINATION: Coordination with the pertinent utility companies has been a part of the development of this project.

Construction activities shall be coordinated and scheduled to incorporate the following applicable utility construction activities:

- APS Electric will relocate power poles as located on plans.
- Spectrum Cable will relocate cable lines after APS has move affected poles.
- Southwest Gas underground lines location shown on the plans is approximate. Contractor shall work closely with Southwest Gas representatives to accurately field locate gas facilities. Southwest gas will relocate facilities as needed during construction.

LOCATING: It shall be the Contractors responsibility to verify the existence and location of all utilities. Omission from, or the inclusion of utility locations on the plans is not to be considered as

the non-existence of, or definite location of existing utilities. It is the Contractors responsibility to provide seven (7) days' notice to all appropriate utility companies and governmental agencies prior to starting work affecting their facilities or having the potential to affect their facilities. There may be power poles in the vicinity of the proposed work area.

The Contractor shall, at least 30 days in advance of work at the location notify all utilities companies to relocate any utilities they might have in conflict with the construction of the project.

The Contractor is responsible for all coordination of his operations with those of the utility companies to avoid delays to the project.

The Contractor is responsible for potholing utilities to determine if there is a conflict with proposed construction items. Contractor is responsible to notify the Engineer when a conflict is discovered or an unknown utility line is uncovered. The Engineer will work with the Contractor to help resolve this conflict.

DAMAGE TO UTILITIES: The Contractor shall assume full responsibility for damage to all utilities. The approximate locations of which have been made known to the Contractor, due to his operations and shall repair damaged utilities in accordance with the Standard Specifications at the Contractors own expense.

COOPERATION BETWEEN CONTRACTORS AND OTHER AGENCY PROJECTS

GENERAL: Shall conform to the requirements of PWSYC Section 105.8, except as modified herein. The Contractor is advised that there may be construction activity adjacent to the project site. The Contractor is to coordinate the work to accommodate other construction activities.

The Contractor shall contact the City of Somerton to verify all projects in the vicinity of this project. The Contractor is advised that it shall schedule and coordinate all work activities so as not to adversely conflict with his work.

POWER LINES: All work at or in close proximity to said lines shall be performed in accordance with all Federal, State and local laws and regulations, including but not limited to:

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

SEQUENCE OF WORK/CONSTRUCTION SCHEDULE

GENERAL: Comply with the requirements of PWSYC Section 108.5 except as modified herein:

The Contractor shall prepare a construction schedule per PWSYC Section 108.5. Work shall be done between the hours as shown under GENERAL TERMS AND CONDITIONS.

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Emergency work may be done without prior permission.

Work outside normal working hours is permissible provided a construction schedule has been prepared, submitted to and found acceptable to the City of Somerton. The schedule shall identify the work to be performed, including the location and duration of planned activities. Submittals shall be made a minimum of seven (7) days prior to the planned work to allow sufficient time for the City to review the request and schedule any necessary inspections and testing services that occur outside the normal and excepted working hours indicated above.

SEQUENCE: Underground work must be in progress and at the satisfaction of the Contract Administration prior to the start of any other work in that area unless the Contractor can provide a sequence of work schedule and traffic control plan which will demonstrate, at the satisfaction of the City that neither traffic safety nor Contractor operations will be adversely impacted. The Contract Administrator shall have total discretion and authority to accept or reject the Contractors proposed sequence of work schedule, traffic control plan and closures. SWPPP Best Management practices shall be in place prior to any other work on the project.

COORDINATION: The Contractor shall provide weekly updates to the construction schedule for review with the contract Administrator or dully authorized representative. Failure to provide such weekly updates will result in retention of monthly progress payments until the schedule is updated.

SOILS INFORMATION

Boring logs and a spoils report were completed for this project. The Contractor is encouraged to familiarize themselves with the report prepared by Geotechnical Testing Services dated August 6, 2014, project number 13-086. The soil encountered is subject to a moderate to high swell potential and should not be used as backfill within any utility trench. The existing asphalt thickness is approximately two inches and the aggregate base varies from three to four inches. No additional compensation will be made for any differing site condition that may be encountered.

SAFETY FENCING REQUIREMENT FOR TRENCHES AND EXCAVATIONS

The Contractor shall provide safety construction fencing around all open trenches and excavations during all non-working hours.

The Contractor shall provide for the safety and welfare of the general public by adequately fencing all excavations and trenches that are permitted by the Engineer to remain open when construction is not in progress.

Fencing shall be securely anchored to approved steel posts located six (6) feet on center, having a minimum height of six (6) feet, and shall consist of wire mesh fabric of sufficient weight and rigidity to adequately span a maximum supporting post separation of six (6) feet or temporary fencing panels with posts spaced as recommended by the fence panel manufacturer.

The fencing, when installed about the periphery of excavations and trenches, shall form an effective barrier against intrusion by the general public into areas of construction. The Contractor,

at all times when construction is not in progress, shall be responsible for maintaining the fencing in good repair, and upon notification by the Engineer, shall take immediate action to rectify any deficiency. Prior to the start of any excavation or trenching required for the execution of the proposed work, the Contractor shall submit to the Engineer for approval, detailed plans showing types of materials and methods of fabrication for the protective fencing.

There will be no separate measurement or payment for furnishing, installing, or maintaining protective fencing. The cost shall be considered incidental to the cost of the pipe, and any other structures on the project.

INCIDENTAL ITEMS

Any item of work called out by the contract Plan, Specifications or these Special Conditions and not specifically noted as a Bid Item in the Contract Proposal shall be considered incidental to said Bid Items. Incidental conduits, pipes and drain lines cut during trenching operations shall be repaired with similar materials and repair couplings prior to backfilling the trenches, there will be no compensation for this item.

REASONABLE CLEANUP

At reasonable intervals during the progress of the work, cleanup and removal of waste materials and debris shall be performed on the project site. Waste material and debris shall be disposed of by the Contractor at legally established landfills capable of receiving such material. The Contractor shall be responsible for and incur all costs for periodic and final cleanup of the project during construction. Payment for cleanup and disposal shall be included in the items of work to which the cleanup is incidental and no separate payment shall be made.

The DIRECTOR OF PUBLIC WORKS shall have the authority to suspend any or all of the Contractor's operations and direct the Contractor to perform cleanup work when the Contractor does not diligently maintain the project. Cleanup shall include power brooming, pickup brooming, hand brooming and water washing of streets contaminated by construction activities. The Contractor shall keep a street sweeper or pickup broom on site and perform street sweeping at the end of each day or as directed by the Engineer. Street sweeping onto private property is prohibited. The Contractor shall sweep to areas disturbed by construction or sweep to the center of the street and pick up the material with a pickup broom. Any prepared sub grades, which are contaminated by brooming, shall be cleaned of any such contaminants and the surface re-rolled with a steel wheel roller.

Sidewalks adjacent to the work not properly closed with signs, barricades, fencing or other approved means shall be kept open and swept clean at the end of each workday.

Haul routes used by the Contractor shall be kept clean regardless of length. Track out by trucks or other equipment shall be cleaned up at the end of each day's hauling operation. The Contractor shall use a street sweeper pickup broom for haul route cleaning. Track out which is stuck to the pavement shall be removed by power washing or other means acceptable to the Engineer.

No separate measurement or payment shall be made for keeping haul routes clean, the cost being considered incidental to the project.

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BLUE STAKE

The Contractor in all cases, in accordance with state law, shall contact the Blue Stake Center at 1-800-STAKE-IT (or 8-1-1) at least forty-eight (48) hours, 2 full working days prior to commencing excavation or grading at any point.

If so deemed by the individual utility companies, The Contractor shall allow the utility company representatives to be on site and observe excavation or grading operations in the vicinity of their facilities. The Contractor shall carefully and reasonably expose existing utilities and monitor the same during excavation or grading operations.

A reasonable effort has been made to document the known existing utilities encountered in the project on the plans during construction. The Contractor shall designate the persons who will be performing this work in the predevelopment meeting and make known any changes in personnel at the first progress meeting after such a change. Known existing utilities were determined through research of record drawings provided by the various utility companies for design. In the event any of the various utility companies did not provide accurate or complete record drawing or failed to properly locate (Blue Stake) their facilities in the field prior to design, certain unknown utilities may exist and may not be shown on the plans. As noted above, the Contractor is fully responsible for timely notification of the Blue Stake Center in accordance with state law and is also fully responsible according to state law to locate any and all marked utilities.

SAW CUTS

Saw cuts as shown on the plans or otherwise required to perform the work are considered incidental to the work for which are a part and no separate payment shall be made unless otherwise noted.

TRENCH SAFETY

Trench safety is the Contractors responsibility. All excavations shall be made in accordance with OSHA regulations and in particular with 29 CFR 1926, Sub Part P, Excavations unless more stringent regulations are provided by the state of Arizona in which case the more stringent regulations shall be followed.

Trench walls shall be firmly based in contact with the shoring equipment or shall be sloped in accordance with OSHA requirements. The Contractor shall have on site, at all times or at any portion of a trench is open and in accordance with the requirements of OSHA, a competent person that is currently trained in trench safety.

All excavations over ten (10) feet deep, or as may be otherwise required by OSHA regulations, shall be protected from collapse per designs from the Contractor's Arizona Registered Professional Engineer, and implemented in accordance with a sealed set of plans and specifications from the Contractor's Engineer. The Contractor's engineer may be an employee of the Contractor or may be an outside engineer retained by the Contractor for the purpose of designing the Contractor's excavation and shoring but the engineer retained by the Contractor shall be currently registered in the State of Arizona.

At least fourteen (14) days prior to commencing pipe laying work the Contractor shall submit for
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approval by the DIRECTOR OF PUBLIC WORKS, a confined Space Entry program in accordance with OSHA regulations and that also meet the requirements of CFR Title 29 Part 1910.146. This Confined Space Entry Program shall cover all persons entering sections of pipe or sewer manholes for any reason and shall include a means for locking out closed valves that are behind the laying operations that are actively charged and/or pressurized.

All excavations shall be made within the limits of the planned new street construction in accordance with OSHA regulations. If sloping of the trench wall in accordance with OSHA requirements will project beyond the plan street replacement, the Contractor shall mechanically or structurally shore the trench in accordance with OSHA requirements in a sequence that causes no loss of adjacent ground, surface features, subsurface features or property beyond the planned street replacement. The Contractor is responsible for the ground conditions encountered and is responsible for conducting excavations such that the work is contained with the street replacement.

Trenches shall be continuously backfilled during the pipe installation process. At no time shall more than 100 feet of trench be open at any one time, unless otherwise approved by the Engineer.

The Contractor shall make his own assessment of the ground conditions prior to bidding the project and shall take into account and shall include in his unit prices all of the cost of ground conditions to be encountered and all of the cost of complying with OSHA regulations.

If the Contractors method of trench excavation and sloping or shoring fails to provide trench support and support for the adjacent ground, adjacent surface features, adjacent subsurface features or adjacent property beyond the planned street replacement, the Contractor shall immediately suspend trench excavation and backfill to full depth any existing excavation in failure or exhibiting signs of imminent future failure. Once suspended, subsequent trenching shall not be commenced until the Contractor has suitably demonstrated to the engineer that the new method of excavation and sloping or shoring will support the trench and adjacent ground, adjacent surface features, adjacent subsurface features or adjacent property.

There will be no separate measurement or payment for materials excavated from pipe trenches or for materials backfilled into pipe trenches regardless of the size of the excavation or amount of backfill necessary to complete the work.

PERMITS, LICENSES AND EASEMENTS

The Contractor shall obtain or already possess a valid City of Somerton Business License, Contractor shall have on hand at the site of the work, a copy of all issued permits or agreement and shall, upon request, furnish the documents to the DIRECTOR OF PUBLIC WORKS for verification.

The Contractor shall obtain all permits from the City of Somerton. No separate payment shall be made for any permits obtained for the City of Somerton and the cost is considered incidental to the project.

The City will provide the Contractor with copies of the right of way agreement and Contractor

shall follow the terms and conditions as well acquire the permits necessary for construction.

CONCRETE MIX DESIGNS

The Contractor shall submit to the DIRECTOR OF PUBLIC WORKS, for approval, concrete mix designs for concrete work and sand slurry mix design, if slurry is to be used.

The Contractor shall submit to the DIRECTOR OF PUBLIC WORKS, for approval, concrete mix designs conforming to the requirements of the City of Somerton. The concrete mix designs shall have a minimum compressive strength of 2500 psi, 3000 psi, 4000 psi and 4000 psi with fibermesh depending on the application. The 2500 psi mix design shall be used for curb, sidewalk, sidewalk ramps, gutters, manhole rings, valves and other similar work. The 4000 psi mix design shall be used for structural concrete including manhole bases. A mix design of 4000 psi, with pozzolan, fibermesh and water reducing admixtures shall be used for the concrete collars.

Mix designs submitted by the Contractor shall be and shall have all supporting documentation current within one (1) year of the time of submittal. All concrete aggregate test, cement certifications, fly ash certifications, and admixtures certification shall be current within one (1) year of submittal. Any mix design and/or supporting documentation that expire during the course of the project shall be resubmitted with updated information that is current.

Any mix design submittal that is not current or contains supporting information that is not current will not be reviewed for approval by the Engineer until all documentation is submitted in a current form.

Delays caused by the Contractors failure to provide current mix design and current supporting data shall be the sole responsibility of the Contractor.

SALVAGED MATERIALS

The City of Somerton shall have first right of possession of any salvage items or material that are removed as part of this project. This includes pipe and fittings, valves, excavated material, asphalt millings, signs, poles etc. Items to be salvaged shall be delivered to the City of Somerton, Department of Public Works yard on Somerton Avenue and placed at a location determined by the DIRECTOR OF PUBLIC WORKS.

No separate payment will be made for the delivery of the salvage items, the costs being considered as included in the price of contracted bid items.

SANITATION

The Contractor shall, at all times during the working day, provide approved sanitation facilities (i.e. Port-a-John) for the use of his personnel, Subcontractors personnel, or any other person(s) who may have business or a reason to be on the project site. The cost of sanitation is considered incidental and shall be included in the cost of mobilization. Sanitation facilities shall be in compliance with occupational safety standards and OSHA standards.

SUPERVISION

DATE

The Contractor will initiate, supervise and direct all work. The Contractor will be solely responsible for the means, methods, techniques, and procedures of construction contained in the construction documents. The Contractor shall have an English speaking superintendent on the job at all hours when construction is in progress who can translate information to any employees working on the project who do not speak English.

INSPECTION

All work shall be inspected and approved by the DIRECTOR OF PUBLIC WORKS or his representative before proceeding to the next step, and the Contractor shall give due notice in advance of backfilling so that proper inspection may be provided. Contractor shall give twenty four (24) hour proper notice to the Engineer if work will occur on Saturday to facilitate inspection.

PROTECTION OF EMPLOYEES

The Contractor is required to comply with OSHA C.F.R. part 1926 of the State of Arizona Occupation Safety and Health Standards of Construction Industry. The Contractor shall have a competent person as defined by OSHA regulations at the job site during progress of the work.

ENVIRONMENTAL REQUIREMENTS

To prevent the spread of invasive species to uncontaminated areas, all earth-moving and hauling equipment shall be washed at the Contractor's storage facility prior to entering the construction site.

The Contractor shall maintain vehicles and pedestrian access to adjacent properties throughout construction. Access shall be maintained to all businesses during their hours of operations with only short-duration delays during some construction activities.

If suspected hazardous materials are encountered during construction, work shall cease at the location and the engineer shall be contacted to arrange for proper assessment, treatment, or disposal of those materials.

If cultural resources are encountered during activity related to the construction of the project, the Contractor shall stop work immediately at that location and shall take all reasonable steps to secure the preservation of those resources. The Engineer will immediately make arrangements for the proper treatment of those resources.

No separate payment will be made for additional environmental or cultural requirements, the costs being considered as included in the price of other contract items.

EXCESS OR SHORTAGE OF EXCAVATION

Excess material removed from this site will be delivered to the City of Somerton sewer plant site unless directed to another location within the city limits of the City of Somerton by City's project manager. The Contractor is responsible for the proper and legal removal and disposal of excess

excavated material, if any. No separate payment will be made for borrow or waste material.

CONTRACTOR'S INSURANCE

General Condition 103.6.1 part (d) of the Public Works Standard for Yuma County Volume II is modified to say:

Additional Insured: The City of Somerton, the City of Yuma, the State of Arizona, Arizona Department of Transportation, Core Engineering Group, PLLC, and Yuma County their officers, agents and employees shall be named as insured on policies listed in (A) and (C) and this shall also be indicated on the Certificates of Insurance issued to the Contracting Agency. The Contractor's coverage shall be primary for any and all losses arising out of the performance of this contract.

In addition, the Contractor shall list the City of Yuma, the State of Arizona and ADOT as additional indemnities.

FINAL PAYMENT – AS-BUILT PLANS, CONSENT OF SURETY, CONTRACTORS AFFIDAVIT

The Contractor shall obtain from the DIRECTOR OF PUBLIC WORKS one set of plans and any revisions and shall record in red colored pencil all cases where actual field construction differs from work shown on the plans. All concealed work and utility locations shall be dimensioned and referenced. These As-Built plans shall be submitted in a clean, neat and legible form to the Engineer for approval, within thirty (30) days of final completion of the work. Final payment shall not be made until the DIRECTOR OF PUBLIC WORKS approves the As-Built plans. In addition to the approved As-Built plans the Contractor shall submit Consent of Surety as well as the Contractors affidavit regarding Settlement of all Claims this associated with this project prior to the final payment being released.

Failure of the Contractor to submit As-Built plans to the Engineer within 30 days of completion of the project and receive approval by the DIRECTOR OF PUBLIC WORKS for the same shall result in \$10,000.00 being withheld from the final payment until said As-Built plans are submitted and approved.

No separate payment will be made for as-built drawings, consent surety, and Contractor affidavit, the costs being considered as included in the price of other contract items.

SIDEWALK, RESIDENTIAL DRIVEWAYS, ALLEY ENTRANCE AND SIDEWALK RAMPS

The Contractor shall place 6" of clean sand under all sidewalks, residential driveways, alley entrance, and sidewalk ramps. The clean sand shall have 100% passing the No. 4 sieve. The clean sand shall be compacted to 95% in accordance with ASTM 2922 and D-3017. Procurement and placing of clean sand is incidental to concrete work and hence no measurement or direct payment will be made.

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CURB & GUTTER AND VALLEY GUTTER

The Contractor shall place 2" of C-3/4 Aggregate Base Course under all curb & gutter and 6" C-3/4 Aggregate Base Course under all valley gutter. The C-3/4 Aggregate Base Course shall be compacted to 98% in accordance with ASTM 2922 and D-3017. Procurement and placing of ABC is incidental to concrete work and hence no measurement or direct payment will be made.

PART C: BID ITEMS

PART 100 - GENERAL CONDITIONS

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

ITEM 107.100 -Permits (Bid Item No. 100)

Description: The work under this item shall consist of the obtaining necessary permits and licenses as required by Section 107 of the PWSYC Specifications, and as modified herein.

CONSTRUCTION REQUIREMENTS: Work under this shall be in accordance with Section 107 of the PWSYC Specifications, except as modified herein.

SECTION 107.2 PERMITS: is modified to add:

The Contractor shall obtain all permits and licenses, including those required by the City of Somerton, Yuma County, State of Arizona, U.S. Government, or any other local or federal agency, and shall pay all charges, fees, taxes and provide all notices necessary and incidental to due and lawful prosecution of work. Construction activities shall not begin until approval from all applicable permitting agencies.

Refer to Subsection 107.2.1 for required AZPDES permits. In particular the Contractor will obtain all necessary AZPDES and AWPPP permits as required and in accordance with Subsection 107.2.1.

SUBSECTION 107.2.1 – AZPDES PERMIT REQUIREMENTS:

This project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) stormwater requirements for construction sites under the Arizona Department of Environmental Quality (ADEQ) General permit for Arizona. Under provisions of that permit, the Contractor shall be designated as permittee and shall take all necessary measures to assure compliance with the AZPDES General Permit for Arizona as well as all other applicable Federal, State, and local laws, ordinances, statutes, rules and regulations pertaining to stormwater discharge. As the permittee, the Contractor is responsible for following and/or updating the SWPPP in the construction plans, in a manner acceptable to ADEQ, all documents required by this regulation, including but not necessarily limited to:

A Storm Water Pollution Prevention Plan (SWPPP) for the project is included in the construction documents, however the Contractor is responsible for the certification of compliance form. Contractor shall be required to implement, update and revise the SWPPP, as necessary, in order to assure compliance with the ADEQ permit requirements. The SWPPP shall be retained on the project site at all times during construction.

Notice of Intent (NOI) to assure compliance with the AZPDES General Permit for Arizona, including certification of signatures.

Notice of Termination (NOT) of coverage under AZPDES General Permit for Arizona.

The Contractor shall submit the completed and duly signed NOI forms to ADEQ no later than seven (7) business days the contract award. Proof of the submittal date must be provided to the Owner. The applicant shall submit the (application) to:

Arizona Department of Environmental Quality
Water Permits Section/Stormwater NOI (5415B-3)
1110 W. Washington Street
Phoenix, Arizona 85007
or fax to (602) 771-4528

This facility has the potential to discharge to municipal separate storm sewer system (MS4), the applicant must also provide a copy of the completed NOI to the owner/operator of the MS4 system at the time it is submitted to the Department. The completed NOI will be provided to the City of Somerton.

Failure by the Contractor (or Subcontractors or any tier) to submit NOIs within the mandated timeframe shall result in delay of the construction start date, and no claim for extension of time will be granted for such delay. A copy of the completed NOI shall be posted at the construction site and a copy of the general permit and SWPPP should be on-site at all times.

Inspections of all stormwater pollution control devices on the project shall be performed by the Contractor every seven (7) days, and also within twenty-four (24) hours of the end of a storm event of 0.50 inches or greater as required under provisions of the AZPDES General Permit for Arizona. A reduced inspection frequency may be used provided the conditions in Part IV.H.2 of the general permit have been met. Contractor shall prepare reports on such inspections and retain the reports for a period of three (3) years after permit coverage expires or is terminated. Inspection reports shall be submitted monthly to the City of Somerton. Additionally, Contractor shall maintain all stormwater pollution control devices on the project in proper working order, which shall include cleaning and/or repair during the duration of the project.

The Contractor warrants that its employees and Subcontractors of any tier and their employees shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations set forth by all federal, state and local governments and the Arizona Department of Environmental Quality in connection with AZPDES Permitting requirements and laws and regulations pertaining to air, groundwater and surface water quality.

Fines and penalties imposed by the ADEQ against the City of Somerton or the Contractor for Contractors failure to comply with any of the requirements of AZPDES General Permit of Arizona shall be borne by the Contractor.

Upon project completion, acceptance and demobilization, Contractor shall submit its completed, duly executed Notice of Termination (NOT) form to the Arizona Department of Environmental Quality at the address listed in Section (C) above, thereby terminated all AZPDES permit coverage for the project. Contractor shall then surrender to the City of Somerton copies of the SWPPP,

DATE

inspection information and all other documents prepared and maintained by the Contractor in compliance of the AZPDES General Permit. Contractor shall retain the originals of such documents for a period of three (3) years following the completion of the project.

The Lump Sum price for the SWPPP shall include all material, labor and all other costs relating to the preparation, installation and maintenance of the SWPPP during the project construction including assuring proper operation of the pollution control devices installed and all maintenance, cleaning and disposal and record keeping costs associated with clean-up and repair following storm events, runoff or releases on the project. The lump sum price for the SWPPP shall be inclusive of all costs, and the Contractor shall make no additional claims under any other specification provision of these documents, including changed conditions.

Copies of the required forms and guidance for preparing the SWPPP are available in the "Drainage Design Manual for Maricopa County Volume II erosion Control" The manual is available at the Flood Control District, 2801 Durango Street, Phoenix, Arizona 85009. For appropriate guidance forms as provided by ADEQ, the Contractor should refer to the ADEQ website at:

<http://www.adeq.state.az.us/environ/water/permits/stormwater.html#/const>.

Payment for AZPDES/SWPPP permit requirements shall be made on the basis of lump sum for all work described in Subsection 107.2.1.

Measurement and Method of Payment: Payment for permits shall be made on the basis of lump sum for all work described in Section 107 of the PWSYC Specification and as modified herein.

PART 200 – EARTHWORK

SECTION 202 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

ITEM 202.005 - Remove Roll Curb and Gutter (Bid Item No 5)

DESCRIPTION: The work under this item shall consist of the removal, wholly or in part, and satisfactory disposal off the site of all concrete curb and gutter or curb within the construction site and right-of-way which have been designated to be removed.

CONSTRUCTION REQUIREMENTS: Work under this item shall be in accordance with Section 202 of the PWSYC Specifications and shall include the breaking or cutting as necessary for removal and hauling and disposing of all debris. Under normal conditions curbs will be removed to the nearest contraction or expansion joint to the location called out on the plan to avoid having short sections in the curb line.

MEASUREMENT AND METHOD OF PAYMENT Concrete curb and gutter removal or vertical curb removal will be measured along the gutter flow line by linear foot to the nearest foot. Payment will be made at the unit price bid per linear foot, and such payment shall be full compensation for saw cutting, removal and disposal of concrete.

ITEM 202.003 - Remove Concrete Sidewalk (Bid Item No 3)

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DESCRIPTION: The work under this item shall consist of the removal wholly or in part, and satisfactory disposal off the site of all concrete sidewalk or concrete (slab) within the construction site and right-of-way which have been designated to be removed.

CONSTRUCTION REQUIREMENTS: Work under this item shall be in accordance with Section 202 of the PWSYC Specifications and shall include the breaking or cutting as necessary for removal and hauling and disposing of all debris. The Contractor shall contact property owners and coordinate improvements in order to avoid affecting the property owners unjustly. Under normal conditions curbs will be removed to the nearest contraction or expansion joint to the location called out on the plan to avoid having short sections in the curb line.

MEASUREMENT AND METHOD OF PAYMENT: Concrete sidewalk removal and concrete (slab) removal will be measured by square feet to the nearest square foot. Payment will be made at the unit price bid per **square foot** removed. Saw cutting is incidental to the removal of concrete sidewalk.

SECTION 205 -ROADWAY EXCAVATION

ITEM 205.001 - Remove Asphalt by Milling (Bid Item No. 1)

DESCRIPTION: The work under this item shall consist of performing all operations necessary to excavate and grade all types of materials, regardless of character and sub-surface conditions, from the roadway or adjacent thereto.

CONSTRUCTION REQUIREMENTS: Removal of existing pavement shall be performed by machine milling or direct demolition of the asphalt surfacing. Small areas may be removed with a back hoe. Asphalt waste shall be delivered by dump truck to a site within the City limits as designated by the project plans. All other requirements Subsection 205.7 of PWSYC Specifications shall be adhered to. Saw cuts shall be made to the full depth of the pavement surfacing to insure a neat vertical joint when material is removed.

MEASUREMENT AND METHOD OF PAYMENT: Asphaltic concrete pavement removal will be measured by square yard to the nearest square yard. Payment will be made at the unit price bid per square yard removed. Saw cutting is incidental to the removal of asphalt pavement.

SECTION 218 – SUBGRADE PREPARATION

DESCRIPTION: The work under this item shall consist of all necessary clearing, grubbing, excavating and backfilling, as well as preparation of natural or excavated areas prior to the placement of aggregate base material, pavement, driveways and other structures.

CONSTRUCTION REQUIREMENTS: Subgrade reparation shall be in accordance with Section 218 of the PWSYC Specifications. The Subgrade shall be prepared in accordance with Section 302 of the PWSYC Specifications.

MEASUREMENT AND METHOD OF PAYMENT: Subgrade preparation will be measured by

square yard to the nearest square yard for all unpaved areas to receive aggregate base and asphalt concrete pavement. For other bid items, including sidewalk, sidewalk ramps, and other flatwork, the payment will be made as a part of the item so that such payment shall be compensation in full for the item complete in place. These items are to be paid in full under this bid item, and no additional compensation will be given to the Contractor for any necessary subgrade preparation. No additional compensation will be made for disposal of excess material off site or borrow material.

PART 300 -ROADWAY AND RELATED WORK

SECTION 310 – UNTREATED BASE

SECTION 321 – ASPHALT CONCRETE PAVEMENT

ITEM 321.023 – Pavement Section No. 1

Includes: 3” Asphalt (1/2” Maximum Single Course Asphalt), New or Repurposed 6” Aggregate Base Course (C-3/4)

DESCRIPTION:

Asphalt: The work under this item shall consist of furnishing all materials, mixing at a plant, hauling and placing a mixture of an aggregate material and an asphalt cement to form a pavement surface and/or base course placed on previously prepared base in accordance with the project plans and the requirements of these specifications.

Untreated Base: The work under this item shall consist of purchasing, delivering, placing, setting and compacting of aggregate base course on top of prepared subgrade. The aggregate base course shall not be placed on subgrade until the DIRECTOR OF PUBLIC WORKS has accepted the subgrade.

Subgrade Preparation: The work under this item shall consist of all necessary clearing, grubbing, excavating and backfilling, as well as preparation of natural or excavated areas prior to the placement of aggregate base material, pavement, driveways and other structures

MATERIALS:

Asphalt: The material used in the mix design shall be in accordance with Section 710 of the PWSYC Specifications for the materials as specified on the plans. Emulsified asphalt for tack coat and fog coat shall be in accordance with Section 713 of the PWSYC Specifications.

Untreated Base: Existing Untreated Base shall may be stockpiled and reused. The material used for the aggregate base course shall conform to the requirements of Section 702 of the PWSYC Specifications.

CONSTRUCTION REQUIREMENTS:

Asphalt: Work under this item shall be in accordance with Section 321 of the PWSYC Specifications. A tack coat shall be applied to all existing and to each new course of bituminous surfaces prior to the placing of a succeeding layer of bituminous mixed material. The application

of the tack coat shall comply with Section 329 of the PWSYC Specifications and shall be applied at a rate of 0.05 gallons per square yard. The application of fog seal shall comply with Section 333 of the PWSYC Specifications and shall be applied at a rate of 0.10 gallons per square yard.

Untreated Base: Work under this item shall be in accordance with Section 310 of the PWSYC Specifications. For Item 310.023, existing Aggregate base shall be stockpiled and reused for the first lift of aggregate base. The material must be tested and verified to conform to Section 702 of the PWSYC Specifications.

Subgrade preparation shall be in accordance with Section 218 of the PWSYC Specifications and with Section 302 of the PWSYC Specifications, "Grading Roadway for Pavement".

ITEM 321.053 – Pavement Section No. 2

Includes: 3" Asphalt (1/2" Maximum Single Course Asphalt), New 6" Aggregate Base Course (C-3/4)

DESCRIPTION:

Asphalt: The work under this item shall consist of furnishing all materials, mixing at a plant, hauling and placing a mixture of an aggregate material and an asphalt cement to form a pavement surface and/or base course placed on previously prepared base in accordance with the project plans and the requirements of these specifications.

Untreated Base: The work under this item shall consist of purchasing, delivering, placing, setting and compacting of aggregate base course on top of prepared subgrade. The aggregate base course shall not be placed on subgrade until the DIRECTOR OF PUBLIC WORKS has accepted the subgrade.

Subgrade Preparation: The work under this item shall consist of all necessary clearing, grubbing, excavating and backfilling, as well as preparation of natural or excavated areas prior to the placement of aggregate base material, pavement, driveways and other structures

MATERIALS:

Asphalt: The material used in the mix design shall be in accordance with Section 710 of the PWSYC Specifications for the materials as specified on the plans. Emulsified asphalt for tack coat and fog coat shall be in accordance with Section 713 of the PWSYC Specifications.

Untreated Base: The material used for the aggregate base course shall conform to the requirements of Section 702 of the PWSYC Specifications.

CONSTRUCTION REQUIREMENTS:

Asphalt: Work under this item shall be in accordance with Section 321 of the PWSYC Specifications. A tack coat shall be applied to all existing and to each new course of bituminous surfaces prior to the placing of a succeeding layer of bituminous mixed material. The application of the tack coat shall comply with Section 329 of the PWSYC Specifications and shall be applied at a rate of 0.05 gallons per square yard. The application of fog seal shall comply with Section 333

of the PWSYC Specifications and shall be applied at a rate of 0.10 gallons per square yard.

Untreated Base: Work under this item shall be in accordance with Section 310 of the PWSYC Specifications. The material must be tested and verified to conform to Section 702 of the PWSYC Specifications.

Subgrade preparation shall be in accordance with Section 218 of the PWSYC Specifications and with Section 302 of the PWSYC Specifications, "Grading Roadway for Pavement".

SECTION 340 – CONCRETE CURB AND GUTTER, SIDEWALK, RESIDENTIAL DRIVEWAYS, ALLEY ENTRANCE, CROSS GUTTER AND SIDEWALK RAMPS

ITEM 340.052 - Sidewalk Ramp (Bid Item No. 52, City of Yuma Std. 3-280)

DESCRIPTION: The work under this item shall consist of furnishing all materials and constructing Portland cement concrete, ADA compliant pedestrian sidewalk ramps adjacent to the sidewalk at the locations shown on the project plans. Also included in this work is the material and construction of transitions from the adjacent sidewalk to the ramp.

MATERIALS: The materials used for the construction of concrete sidewalk ramp shall be in accordance with Subsection 340.2 of the PWSYC Specifications.

CONSTRUCTION REQUIREMENTS: Work under this item shall be in accordance with the details shown on the plans, City of Yuma Construction Standards No. 3-280, and Section 340 of the PWSYC Specifications.

SUBGRADE PREPARATION: Refer to section 218. No separate payment will be made for subgrade preparation under sidewalk ramp.

MEASUREMENT AND METHOD OF PAYMENT: Concrete sidewalk ramps will be measured by the unit for each sidewalk ramp constructed. Payment will be made at the unit price bid for each ramp constructed and such payment shall be compensation in for the item complete and in place. No additional compensation will be made for 6" sand bed beneath sidewalk ramp as specified in Part B: General Information.

ITEM 340.026 - Concrete Sidewalk (Bid Item No. 26, City of Yuma Std. 3-270)

DESCRIPTION: The work under this item shall consist of furnishing all materials and labor for constructing Portland cement concrete sidewalk at the locations shown on the project plans.

MATERIALS: The materials used for the construction of concrete sidewalk shall be in accordance with Subsection 340.2 of the PWSYC Specifications.

CONSTRUCTION REQUIREMENTS: Work under this item shall be in accordance with the details called out on the construction drawings and in accordance to the City of Yuma, Standard Detail Construction Drawings.

MEASUREMENT AND METHOD OF PAYMENT: Concrete sidewalk will be measured by square foot to the nearest square foot complete in place. Payment will be made at the unit price bid per square foot, and such payment shall be compensation in full for the item complete and in place. No additional compensation will be made for 6" sand bed beneath sidewalk as specified in Part B: General Information.

ITEM 340.030 – Curb Transition (Bid Item No 30, City of Yuma Std. 3-190)

DESCRIPTION: The work under this item shall consist of furnishing all materials and constructing Portland cement concrete curb transition at the locations shown on the project plans.

MATERIALS: The materials used for the construction of concrete curb and curb and gutter shall be in accordance with Subsection 340.2 of the PWSYC Specifications. Expansion joint fill shall be ½-inch bituminous pre-molded strips and shall be in accordance with Subsection 729.1 of the PWSYC Specifications.

CONSTRUCTION REQUIREMENTS: Work under this item shall be in accordance with the details shown on the plans, City of Yuma Construction Standards, and Section 340 of the PWSYC Specifications.

SUBGRADE PREPARATION: Refer to section 218. No separate payment will be made for subgrade preparation under curb.

MEASUREMENT AND METHOD OF PAYMENT: Curb Transition will be measured for each location, complete in place. Payment will be made at the unit price bid per each, and such payment shall be compensation in full for the item complete and in place. No additional compensation will be made for 2" of ABC beneath Curb and Gutter as specified in Part B: General Information.

SUBGRADE PREPARATION: Refer to section 218. No separate payment will be made for subgrade preparation under sidewalk.

ITEM 340.033 – Sidewalk Ramp Detectable Warning Strip (Bid Item No. 33, C.O.Y. Detail 3-291)

DESCRIPTION: The work under this item shall consist of furnishing all labor and materials for removal of concrete at existing ramps and installation of ADA compliant pedestrian sidewalk ramps Detectable Warning Strips at the locations shown on the project plans.

MATERIALS: The materials used for the construction of concrete sidewalk ramp shall be in accordance with Subsection 340.2 of the PWSYC Specifications.

CONSTRUCTION REQUIREMENTS: Work under this item shall be in accordance with the details shown on the plans, City of Yuma Construction Standards No. 3-291, and Section 340 of the PWSYC Specifications.

SUBGRADE PREPARATION: Refer to section 218. No separate payment will be made for subgrade preparation under sidewalk ramp detectable warning strip.

MEASUREMENT AND METHOD OF PAYMENT: Sidewalk Ramp Detectable Warning Strip will be measured by the unit for each location constructed. Payment will be made at the unit price bid for each ramp constructed and such payment shall be compensation in for the item complete and in place. No additional compensation will be made for 6" sand bed beneath sidewalk ramp as specified in Part B: General Information.

ITEM 340.046 – Roll Curb/Type “C” Curb (Bid Item No. 46, City of Yuma Std. 3-140)

DESCRIPTION: The work under this item shall consist of furnishing all materials and constructing Portland cement concrete curb and gutter at the locations shown on the project plans.

MATERIALS: The materials used for the construction of concrete curb and curb and gutter shall be in accordance with Subsection 340.2 of the PWSYC Specifications. Expansion joint fill shall be ½-inch bituminous pre-molded strips and shall be in accordance with Subsection 729.1 of the PWSYC Specifications.

CONSTRUCTION REQUIREMENTS: Work under this item shall be in accordance with the details shown on the plans, City of Yuma Construction Standards, and Section 340 of the PWSYC Specifications.

SUBGRADE PREPARATION: Refer to section 218. No separate payment will be made for subgrade preparation under curb.

MEASUREMENT AND METHOD OF PAYMENT: Concrete curb and gutter will be measured along the gutter flow line by linear foot to the nearest foot, complete in place. Inlets and catch basins are deleted from the measurement. Payment will be made at the unit price bid per **linear foot**, and such payment shall be compensation in full for the item complete and in place. No additional compensation will be made for 2” of ABC beneath Curb and Gutter as specified in Part B: General Information.

ITEM 340.048 – Concrete Driveway at Roll Curb (Item No. 48, City of Yuma, Std. 3-212)

DESCRIPTION: The work under this item shall consist of furnishing all labor and materials for construction of Portland cement concrete residential roll curb driveways at the locations shown on the project plans.

MATERIALS: The materials used for the construction of concrete residential driveways shall be in accordance with subsection 340.2 of the PWSYC Specifications.

CONSTRUCTION REQUIREMENTS: Work under this item shall be in accordance with the details shown on the plans, City of Yuma Construction Standards, and Section 340 of the PWSYC Specifications.

SUBGRADE PREPARATION: Refer to section 218. No separate payment will be made for subgrade preparation under driveway.

MEASUREMENT AND METHOD OF PAYMENT: Concrete residential driveways will be measured by square foot to the nearest square foot complete in place. Payment will be made at the unit price bid per square foot, and such payment shall be compensation in for the item complete and in place. No additional compensation will be made for 6" sand bed beneath driveways as specified in Part B: General Information

PART 400 - TRAFFIC CONTROL, RIGHT-OF-WAY DEVELOPMENT AND INCIDENTALS

ITEM 400.002 – Relocate Stop/Street Sign

DESCRIPTION: The work under this item shall consist of furnishing all labor and materials for removal and relocation of Stop/Street Signs as shown on the project plans.

MATERIALS: The materials used for the construction of concrete sign foundation shall be in conformance with sections 505 and 725 of the PWSYC Specifications. The signage shall conform to the Manual on Uniform Traffic control Devices (MUTCD), Latest Edition, ADOT Signing and Marking Standards (M & S Standards) Latest Edition.

MEASUREMENT AND METHOD OF PAYMENT: Measurement shall be made on an be on an each basis for each sign removed, inclusive of the panel, post, foundation, mounting brackets, hardware and all appurtenances. All signs to be removed and relocated are shown on the project plans. The Contractor shall take care as to not damage the sign and to protectively store the sign. Any damaged sign shall be replaced at the Contractor's expense.

SECTION 401 -TRAFFIC CONTROL

ITEM 401.200 -Traffic Control (Bid Item No. 200)

DESCRIPTION: The work under this item shall consist of furnishing and installing Traffic Control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), Latest Edition, Signing and Marking Standards (M & S Standards) Latest Edition, and Sections 701 of the ADOT Standard Specifications.

MATERIALS AND METHODS: The work under this item shall be in accordance with the Manual on Uniform Traffic control Devices (MUTCD), Latest Edition, ADOT Signing and Marking Standards (M & S Standards) Latest Edition, and Sections 401 of the PWSYC Specifications.

MEASUREMENT AND METHOD OF PAYMENT: Traffic control will be measured in accordance with Subsection 401.7 of the PWSYC Specifications. Payment will be made in accordance with Subsection 401.8 of the PWSYC Specifications.

SECTION 402 – CONSTRUCTION SURVEYING AND LAYOUT

ITEM 402.300 – Construction Survey and Layout (Bid Item No. 300)

DESCRIPTION: The work under this item shall consist of furnishing all materials, personnel, and equipment necessary to perform all surveying staking, construction layout, property boundary, and right-of-way monuments, centerline monuments, establishment of pit boundaries, laying out of haul roads, and verification of the accuracy of existing control points which have been provided.

CONSTRUCTION REQUIREMENTS: Work under this item shall be in accordance to Section 402 of the PWSYC Specifications and as modified herein. Section 105.9 of the PWSYC Specifications is deleted in its entirety. Survey and staking will be measured as a single complete unit of work.

The Contractor shall furnish all materials, personnel and equipment necessary to perform all surveying, staking, laying out of control lines and verifications of the accuracy of all existing control points that are delineated in the Contract Documents. The work shall be done under the direction of a Registered Land Surveyor licensed to practice in the State of Arizona.

Staking Outline: Prior to beginning any survey operations, the Contractor shall furnish to the City of Somerton Project Manager, for approval, a written outline detailing the method of staking, interval of stakes, marking of stakes, grade control for various courses of materials, referencing, structure control, and any other procedures and controls necessary for survey completion. A part of this outline shall also be a schedule that will show the sequencing of the survey and layout work, throughout the course of the contract, listing a percentage of completion for each month.

Field Books: The Contractor shall furnish field books, loose sheets and possibly electronic data files such as ASC 11 files or CR5 to be used for recording survey data and field notes. These books shall be available for inspection by the City at any time and shall become the property of the City upon completion of the work.

Survey Control Verification:

- A. Control Points (horizontal and vertical) -The existence and location of all survey monuments, bench marks and control points shall be verified prior to demolition or construction activity. Immediately notify the City of Somerton Project Manager when location discrepancies greater than three-hundredths (0.03) foot horizontal or two-hundredth (0.02) foot vertical are found.
- B. Control Lines - Construction control lines with grade breaks, transition points, horizontal and vertical curves, etc., shall be established and referenced prior to construction
- C. Temporary Bench Marks – Temporary bench marks shall be established and referenced at this time and marked conspicuously to prevent damage.

PRE-CONSTRUCTION LOCATION SURVEY: All existing features which are located prior to construction shall be referenced to survey monuments along control lines by stationing in accordance with the construction monuments and by offset distance from the control lines. All features shall be locatable after construction. Distances measured shall be within one-hundredth (0.01) foot.

- A. Survey Monuments: All survey monuments that lie within the construction area that may be disturbed shall be referenced to a specific point on at least four (4) stable objects by distance measurement. Reference objects shall be located no greater than three hundred (300) feet from the survey monument being referenced.
- B. Water and Sewer Line Appurtenances -Water and sewer line surface appurtenances, such as manholes, valves and cleanouts that lie within the construction area, shall be located and noted on the Contractors approved construction documents prior to any demolition or excavation.
- C. Match Points and Removals -Verify the location (horizontal and vertical) of existing facilities to which the project connects. Immediately notify the City of Somerton Project Manager when location discrepancies of connecting facilities greater than one-tenth (0.10) foot horizontal or two-hundredths (0.02) foot vertical are found.

Construction Stakes: The Contractor shall set construction stakes and marks establishing lines and grades for road work, curbs, gutters, sidewalks, structures, buildings, centerlines for utilities and necessary appurtenances, and other work as indicated in the Contract Documents and shall be responsible for their conformance with the Plans and Specifications.

The stakes shall be established in accordance with the following guidelines which represent the minimum standard, and the Contractor shall provide additional stakes and controls necessary to perform the work. The Contractor shall be held responsible for the preservation of all stakes and marks and will replace, at no additional cost to the City, any construction stakes or marks which have been carelessly or willfully destroyed by any party.

MEASUREMENT AND PAYMENT: Construction surveying will be measured as a single complete item of work and paid at the lump sum price indicated on the Schedule of Bid Items, which amount shall be considered full compensation for the work as described herein and required to provide all necessary survey stakes and control. The approved schedule showing the sequencing and percentage of the survey and layout work shall be the basis on which monthly progress payments shall be made. This schedule shall be subject to periodic review, at the request of either party, if the survey and layout work lags or accelerates. If necessary, the schedule will be revised to reflect changes in and layout progress. When approved, the revised schedule will become the basis for payment. If the Contractor fails to submit "As-Builts" in accordance with Part B, General Information, 10% of the bid schedule line item shall be withheld payment.

SECTION 403 -MOBILIZATION

ITEM 403.400 – Mobilization (Bid Item No. 400)

DESCRIPTION: The work under this item shall consist of preparatory work and operations, including but not limited to, the movement of personnel, equipment, supplies and incidentals to the project site; the establishment of an office, buildings and other facilities necessary for work on the project, and for all other work and operations that must be performed and costs incurred prior to beginning work on the various items on the project site.

MEASUREMENT AND METHOD OF PAYMENT: The OWNER shall compensate the

Contractor for one time, round trip mobilization of the Contractor's personnel, equipment, supplies and incidentals, establishment of offices, buildings and other facilities, required for the performance of the work of the project, as well as preparatory work and operations prior to the commencement of the work on the project site. Mobilization will be measured for payment by the lump sum as a single complete unit of work.

Payment for mobilization, measured as provided above, will be made at the contract lump sum price. Payment shall be made in equal 1/3 portions. The first payment shall be paid with the Contractor's initial billing. The second payment shall be made when the total payments to the Contractor for the bid items exclusive of the payment for mobilization equals 1/2 of the total bid by the Contractor, exclusive of Mobilization. The remaining 1/3 shall be paid as part of the final payment due to the Contractor. When Contract items are adjusted as provided in the general Conditions, no additional compensation shall be allowed for mobilization.

SECTION 405 – MONUMENTS

ITEM 407.041 – Survey Monument (Bid Item No. 41, City of Yuma Std. 4-080)

DESCRIPTION: The work under this item shall consist of furnishing all materials, labor, and equipment necessary to replace after paving operations the survey monuments specified to be replaced as indicated on the plans after the finished course of pavement has been applied. Work shall also include survey and recording the location and elevation prior to construction.

CONSTRUCTION REQUIREMENTS: Work under this item shall be in accordance with Section 405 of the PWSYC Specifications. Frames shall be set to finished grades.

MEASUREMENT AND METHOD OF PAYMENT: Replace Survey Monument will be measured in accordance with Subsection 405.5 of the PWSYC Specifications. Payment will be made in accordance with Subsection 405.5 of the PWSYC Specifications, and such payment shall be compensation in full for **each item** complete and in place.

SECTION 407 – ADJUSTING FRAME AND COVERS

ITEM 407.021 - Adjust Valve Frame & Cover to Grade (Bid Item No. 21, C.O.Y. Std. 5-210)

DESCRIPTION: The work under this item shall consist of furnishing all materials, labor, and equipment necessary to adjust all water valve frames and covers as indicated on the plans after the finished course of pavement.

CONSTRUCTION REQUIREMENTS: Work under this item shall be in accordance with Section 407 of the PWSYC Specifications. Frames shall be set to finished grades.

MEASUREMENT AND METHOD OF PAYMENT: Water valve adjustment will be measured in accordance with Subsection 407.4 of the PWSYC Specifications. Payment will be made in accordance with Subsection 407.5 of the PWSYC Specifications, and such payment shall be compensation in full for each item complete and in place.

ITEM 407.022 – Adjust Manhole Frame & Cover to Grade (Bid Item No. 22, C.O.Y. Std. 5-044)

DESCRIPTION: The work under this item shall consist of furnishing all materials, labor and equipment necessary for adjusting manholes in accordance with the plans.

CONSTRUCTION REQUIREMENTS: Work under this item shall be in accordance with section 407 of the PWSYC Specifications. Manholes shall be adjusted to grade in accordance with the plans and class “B” Portland cement concrete to a depth of six (6) inches and a width of twelve (12) inches shall be applied around the flange with the surface receiving a broom finish.

MEASUREMENT AND METHOD OF PAYMENT: Manhole adjustment will be measured by the unit each for each manhole adjusted. Payment will be made at the unit price bid for each manhole adjusted, and such payment shall be compensation in full for the item complete and in place.

ITEM 407.032 – Adjust Cleanout Frame & Cover to Grade (Bid Item No. 32, C.O.Y. Std. 5-210, similar)

DESCRIPTION: The work under this item shall consist of furnishing all materials, labor and equipment necessary for adjusting manholes in accordance with the plans.

CONSTRUCTION REQUIREMENTS: Work under this item shall be in accordance with section 407 of the PWSYC Specifications. Cleanouts shall be adjusted to grade in accordance with the plans and class “B” Portland cement concrete to a depth of six (6) inches and a radius of twelve (12) inches as measured from the center of the lid shall be applied around the flange with the surface receiving a broom finish.

MEASUREMENT AND METHOD OF PAYMENT: Cleanout adjustment will be measured by the unit each for each cleanout adjusted. Payment will be made at the unit price bid for each cleanout adjusted, and such payment shall be compensation in full for the item complete and in place.

PART 500-STRUCTURES AND MASONRY

SECTION 510 – CONCRETE BLOCK MASONRY

ITEM 510.051 – Relocate/Replace Ex. Wall “in Kind” (Bid Item No. 51, Wall to match existing)

DESCRIPTION: The work under this item shall consist of furnishing all materials, labor, equipment, supplies and perform all work necessary to construct replacement wall where indicated on plans. Contact all property owners who have improvements within the site and right-of-way that must be moved to clear for the construction at least 20 days prior to any construction in that area. If the property owners do not remove the improvement the contractor shall do so, and relocate the fence or wall in accordance with the plans or special condition and rebuilt equal to or better in quality than existing. Existing materials are to be reused where not damaged in the

process of removal. The Contractor is to furnish any additional material necessary.

The Contractor shall remove existing fencing, wall and improvements in such a manner as to prevent damage and shall reconstruct the improvement at the locations specified by the Engineer. When completed, the improvement shall be in proper alignment and plumb and all wire taut, where used and shall be in all respects equal in service-ability to the original improvement.

MATERIALS: The materials used for the construction of the walls shall be in accordance with Subsection 510.2 of the PWSYC Specifications. Where applicable, steel tube fence material to match existing shall conform to Section 770 of the PWSYC Specifications. Footing materials shall conform to sections 725, 518, and 727.

CONSTRUCTION REQUIREMENTS: Work under this item shall be in accordance to Section 510 of the PWSYC specifications for the wall replacement. Footings shall conform to City of Yuma Detail 3-310 where the height of the wall is not to exceed 6 feet.

MEASUREMENT AND METHOD OF PAYMENT: Walls will measured by the linear foot. Payment will be made at the unit price for each linear foot constructed and such payment shall be compensation in full for completed relocated wall in place including concrete, reinforcing steel bars, masonry, furnishing and installing decorative steel tube fence (where applicable), excavation and backfill, removal and replacement of conflicting storm sewer pipe and all other incidental items necessary to construct the replacement wall as shown on the plans.

PART 600-PIPEWORK

SECTION 610 – WATERLINE CONSTRUCTION

ITEM 600.049 – Relocate Fire Hydrant (Bid Item No. 49)

DESCRIPTION: Fire Hydrants shall be complete in place, and shall be furnished and placed in accordance with Standard Specification 610, Water Line Construction and with Construction Detail Drawing Standard No. 5-120 Fire Hydrants.

The Contractor shall notify the City of Somerton Fire Department in the event a fire hydrant is taken out of service, is returned to service, or is inaccessible for any reason. The Contractor shall obtain an “Out of Service” ring from the City of Somerton and install the same on each inoperable hydrant until the hydrant is returned to service at which time the ring shall be returned to the Engineer.

MATERIALS: The existing hydrant is intended for reuse. All fire hydrant hardware including valve bolts, other bolts, nuts, washers, pins, and other peripheral items shall be a Type 316 stainless steel.

MEASUREMENT AND PAYMENT: The Fire Hydrant is measured by the unit per each and will be paid for at the contract unit price per each. Work included in the Fire Hydrant payment will be for the Fire Hydrant complete in place; and will include payment for fittings, thrust blocks, concrete collar, gravel pit, incidental PVC pipe, tracer wire, testing, flushing, connections, fittings, hardware, and for anything else required to complete the Fire Hydrant work.

ITEM 600.050 – C-900 PVC Waterline (Bid Item No. 50)

DESCRIPTION: Piping, fittings, and accessories furnished for this project shall be new, and shall meet the requirements of ANSI/AWWA/NSF for potable water systems and shall be furnished and placed in accordance with Standard Specification 610.

MATERIALS: PVC pipe for waterlines, connections, crossing waterline adjustments and/or replacements shall be new PVC and shall meet the requirements of AWWA, DR-18, C-900 for sizes from 4 inch through 12 inch in diameter with a minimum pressure rating of 235 psi.

Fittings shall meet the requirements of ANSI/AWWA and shall have a minimum pressure rating of 250 psi. All fittings shall be mechanical joint, fully restrained, and thrust blocked. The Contractor shall submit to the Engineer, for approval, at least 30 days prior to incorporation into the work, the type of pipe, fittings, and restrainers intended for use on the project. No pipe, fittings, or other material shall be brought onto the project site unless approved for use by the Engineer.

CONSTRUCTION REQUIREMENTS: The Contractor shall be prepared to cut sections of PVC pipe to make up the proper pipe lengths in order to correctly and accurately place features of the water transmission line or other waterlines in their plan location. Adjustment of the position of waterline features or other waterline features to minimize pipe cuts for the convenience of the Contractor shall not be allowed without the approval of the Engineer. Cutting of pipe where required shall be done only using methods as recommended by the manufacturer, utilizing tools and equipment as required to provide a neat, perpendicular cut without damage to the pipe. All burrs shall be removed. Spigot ends of cut pipe shall be beveled similar to factory beveling.

All metallic pipe, valves, fittings, etc., which are installed in buried service in contact with the adjacent soils shall be wrapped with minimum 16 mil (2 wraps of 8 mil) polyethylene film. Polyethylene film shall be secured to the pipe or fitting as necessary to hold the film snug to the pipe prior to backfill.

Any waterline components removed and deemed salvageable by the Engineer shall be removed and delivered by the Contractor to the appropriate City of Somerton facility as directed. This includes but is not limited to existing pipe, valves, fittings, valve boxes, frames and covers, or any other appurtenances designated by the Engineer for salvage to the City of Somerton. Concrete shall be reasonably cleaned by the Contractor from any valve box frame so designated for salvage.

The Contractor shall dispose of items, not deemed salvageable by the Engineer, at a legally authorized facility capable of receiving such materials. The Contractor shall dispose of all asbestos cement pipe in accordance with all Federal, State, and City regulations.

Trenching and backfill of water lines shall be per City Standard 5-080. Native soils may be used for backfill throughout the project except where the lean sand slurry is directed for use or where it is to the benefit of the Contractor to use lean sand slurry. Where lean sand slurry is directed to be used, separate payment will be made. No separate payment for lean sand slurry will be made where its use is chosen by the Contractor for his benefit.

Extra depth of excavation for underground facilities shall not be measured separately for payment. The Contractor shall maintain pipe grade of the new waterline as shown on the plans. The Contractor shall maintain a minimum vertical clearance of 1.0 foot between all utilities unless otherwise shown on the plans. The waterlines shall be constructed as shown on plans and to the required depths. Adjustments in trench depth to clear existing utilities shall not be paid separately. Trench depth will be greater than the minimum cover requirement in most locations. All changes in vertical or horizontal alignment from that shown on the plans shall be included on the As-Built drawings maintained by the Contractor and submitted to the Engineer.

In the event the Contractor exposes existing waterlines with less than 3.5 feet of cover the Engineer shall be notified immediately for disposition. If the Engineer determines the exposed waterlines are to be adjusted, payment shall be made first under the appropriate bid item or second by extra work order.

If the configuration of the existing waterlines is substantially different than that anticipated as shown on the plans, the Engineer may, by extra work order as outlined elsewhere in these contract documents, make the necessary adjustment in the contract price after reviewing and accepting a fully documented cost proposal submitted by the Contractor. If the configuration of the existing waterlines is reasonably close to that shown on the plans, the Contractor shall make the new waterline installation and no additional compensation shall be made other than normal adjustments for quantities actually installed.

The Contractor shall reasonably expect that the exterior of the existing water lines may be irregular, out of round, or rough and, if necessary, shall conduct any non-damaging preparation to the exterior surface of the existing pipes to allow watertight installation of transition couplings, line stops, caps, or other fittings or hardware as may be necessary for a complete installation.

If unknown crossing waterlines are encountered, they shall be adjusted or lowered as directed and authorized by the Engineer in accordance with the details in the plans.

Prior to installation, the Contractor shall clean and chlorine swab all new and all accessible existing pipe, fittings, and valves to be part of such crossing. Cleaning and chlorine swabbing shall be in accordance with the City of Yuma requirements and the requirements of AWWA for disinfecting of waterlines.

Where possible, all main fittings, including connection sleeves, shall have a minimum of 24" clearance from each other and existing fittings, joints, or couplings, unless otherwise approved by the Engineer.

Payment for adjusting or lowering unknown waterlines shall be made under the contingencies item in the bid schedule which shall be for all the work required to complete in place including but not limited to excavation, pipe, fittings, elbows, crosses, tees, restrainers, thrust blocks, fittings, wrap, sand bedding, backfill, compaction, moisture conditioning backfill, or other items incidental thereto.

MEASUREMENT AND METHOD OF PAYMENT: Measurement of the various sizes of pipe shall be on a linear foot basis. Payment for the complete installation of the various sizes of pipe

shall be made under the appropriate items in the bid schedule and shall include all excavation, shoring, pipe, elbows, fittings, increasers, reducers, tees, restrainers, adapters, 16 mil plastic wrap, bedding, embedment, pipe cover, compaction, slurry and backfill, pressure testing, disinfecting and flushing, and other items incidental thereto.

END OF SPECIAL PROVISIONS