

# CITY OF SOMERTON

## PARKVIEW AVENUE IMPROVEMENTS

**C.I.P. PW 2023-002  
BID PW 2023-002**

### **ENGINEER:**

**Core Engineering Group, PLLC  
200 E. 16<sup>th</sup> Street, Suite 150  
Yuma, Arizona 85364  
Phone: (928) 344-5931  
Fax: (928) 344-5932**



*Douglas J. Nichols*

## Project Bid Package

For

# **PARKVIEW AVENUE IMPROVEMENTS**

City of Somerton  
Department of Public Works  
Somerton, AZ

### BIDDING DOCUMENTS CONTRACT FORMS AND CONDITIONS OF CONTRACT

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## 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 Street  
Somerton, AZ 85350

## DOCUMENT 0030

### ADVERTISEMENT FOR BIDS

1. Sealed bids will be received at City of Somerton, Public Works Office 143 N. State Street, Somerton, AZ, 85350 until 10:00 a.m., Arizona time, on June 30th, 2023, for the construction of the **PARKVIEW AVENUE IMPROVEMENTS**

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 10:05 a.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 Street. 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. 16<sup>th</sup> 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. Electronic copy of the Contract Documents is also available for viewing at the following City of Somerton Bid Opportunities Website:

[https://www.somertonaz.gov/businesses/bid\\_opportunities/index.php](https://www.somertonaz.gov/businesses/bid_opportunities/index.php)

3. All bids must be sealed in a plainly marked envelope, addressed to the **Director of Public Works, City of Somerton, 143 N. State Street, 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, advertise for new bids, or to perform all or some of the work in house, when it is in 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 returned to all unsuccessful bidders 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 Street  
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 Street  
Somerton, AZ 85350  
Telephone Number (928)722-7371  
[sampalacios@somertonaz.gov](mailto: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 6. 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 City of Yuma Standards and Yuma County Public Works Standards and Specifications Volumes 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 will hold a pre-bid conference about the project on **June 23<sup>rd</sup>, 2023, at 10:00 a.m. 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.

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 SUBCONTACTORS**

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) **PARKVIEW AVENUE IMPROVEMENTS**
- (b) BID PW 2023-002
- (c) To be opened **June 30<sup>th</sup>, 2023 at 10:05 A.M.**
- (d) Addressed to the:

**Director of Public Works  
City of Somerton  
143 N. State Street  
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 issued prior to the commencement of the Work. Permits requested and issued after commencement of the Work shall be paid for by the bidder at double the standard fee rate, for which the City will assume no 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, timecard 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) PARKVIEW AVENUE IMPROVEMENTS Manual
  - b) PARKVIEW AVENUE IMPROVEMENTS
  - c) Plans
  - d) City of Yuma, Construction Standard Detail Drawings, Latest Edition
  - e) Yuma County, Public Works Standards for Yuma County Volumes II & III, Latest Editions
  - f) Maricopa Association of Governments (MAG) Uniform Standard Specifications for Public Works construction, 1988 (includes revisions through 2015)
  - g) City of Yuma Supplement to MAG Uniform Standard Specifications for Public Works Construction.
  - h) Manual of Uniform Traffic Control Devices (MUTCD), Latest Edition, including the Arizona Supplement.
  - i) Arizona Department of Transportation (ADOT) Manual of Approved Signs, latest edition
  - j) ADOT Signing and Marking Manual
  - k) Arizona Department of Environmental Quality Rules and Regulations
- (b) 2. A copy of the (a) PARKVIEW AVENUE IMPROVEMENTS Manual and (b) **PARKVIEW AVENUE IMPROVEMENTS PARKVIEW AVENUE IMPROVEMENTS**

Plans are available for viewing at the Somerton Public Works office at 143 N. State Street, Somerton, AZ, copies can be purchased as follows:

- PDF Electronic copies of project plans and manual on Flash Drive are available at the Somerton Public Works office at 143 N. State Street, 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. 16<sup>th</sup> 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 produce the full-size sets.



3. All other documents listed above can be purchased from the listed entity.

**BID FORM 0300**

**PARKVIEW AVENUE IMPROVEMENTS**

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 Street, Somerton, AZ, 85350

From: \_\_\_\_\_ Contractor

\_\_\_\_\_ Address

\_\_\_\_\_ City or Town

\_\_\_\_\_ County

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

\_\_\_\_\_ FAX No.

\_\_\_\_\_ Email Address

Project: **PARKVIEW AVENUE IMPROVEMENTS**

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.

## BASE BID QUANTITIES

| Item No. | Item Description                           | Unit | Quantity | Unit Price | Amount |
|----------|--|------|----------|------------|--------|
| 1        | Pavement Structural Section No.1           | S.Y. | 6172     |            |        |
| 2        | ADOT Single Curb Type G (h=3")             | L.F. | 0        |            |        |
| 3        | Vertical Curb (h=6")                       | L.F. | 0        |            |        |
| 4        | Vertical Curb & Gutter                     | L.F. | 2073     |            |        |
| 5        | 5' Sidewalk                                | S.F. | 10513    |            |        |
| 6        | Detectable Warning Mat                     | EA.  | 0        |            |        |
| 7        | Median Concrete                            | S.F. | 0        |            |        |
| 8        | Safety Nose Median                         | EA.  | 0        |            |        |
| 9        | Adjusting Manhole to Final Grade           | EA.  | 3        |            |        |
| 10       | Adjusting Water Valve to Final Grade       | EA.  | 8        |            |        |
| 11       | Driveway                                   | S.F. | 627      |            |        |
| 12       | Firehydrant relocation                     | EA.  | 0        |            |        |
| 13       | Sidewalk Ramp & Detect. Warning Mat        | EA.  | 4        |            |        |
| 14       | Valley Gutter                              | EA.  | 2        |            |        |
| 15       | Type 1 Light Pole W/ Type B Luminaire      | EA.  | 6        |            |        |
| 16       | 10' Sidewalk                               | S.F. | 0        |            |        |
| 17       | 6.5' Concrete Apron                        | S.F. | 0        |            |        |
| 18       | 3/4" Decomposed Granite (3" Thick)         | S.F. | 0        |            |        |
| 19       | Bike Entrance Ramp                         | EA.  | 0        |            |        |
| 20       | Bike Exit Ramp                             | EA.  | 0        |            |        |
| 21       | Speed Table                                | EA.  | 1        |            |        |
| 41       | 4' Dia. Manhole                            | EA.  | 4        |            |        |
| 42       | 18" Dia. Class V RGRCP                     | L.F. | 1062     |            |        |
| 43       | Single Catch Basin & Grate                 | EA.  | 6        |            |        |
| 44       | Concrete Headwall                          | EA.  | 1        |            |        |
| 45       | Rip-Rap, Type 2                            | EA.  | 1        |            |        |
| 46       | Water line Lowering                        | EA.  | 3        |            |        |
| 47       | Shallow Manhole                            | EA.  | 0        |            |        |
| 48       | 12" Dia. Class V RGRCP                     | L.F. | 114      |            |        |
| 51       | 12" Solid White Thermoplastic Stripe       | L.F. | 0        |            |        |
| 53       | 6" Solid White Thermoplastic Stripe        | L.F. | 2008     |            |        |
| 54       | 12" Wide Dotted White Thermoplastic Stripe | L.F. | 0        |            |        |

|    |   |      |      |  |  |
|----|---|------|------|--|--|
| 55 | 6" Dotted White Thermoplastic Stripe          | L.F. | 0    |  |  |
| 58 | 6" Combination Yellow Thermoplastic Stripe    | L.F. | 1952 |  |  |
| 65 | White Extruded Thermoplastic Symbol Bike Lane | EA.  | 5    |  |  |
| 66 | Yield Lines                                   | EA.  | 0    |  |  |
| 67 | Yellow Ceramic Reflective Pavement Marking    | EA.  | 0    |  |  |
| 68 | Speed Table Marking                           | EA.  | 2    |  |  |
| 70 | R4-7 24"X30" Sign                             | EA.  | 0    |  |  |
| 71 | W11-2 30"x30" Sign                            | EA.  | 0    |  |  |
| 72 | W16-7P 24"x18" Plaque                         | EA.  | 0    |  |  |
| 73 | R6-4A 48"X24" Sign                            | EA.  | 0    |  |  |
| 74 | R2-1 24"X30" Sign                             | EA.  | 4    |  |  |
| 75 | R3-17 30"X34" Sign                            | EA.  | 3    |  |  |
| 76 | R3-17a 30"X8" Plate                           | EA.  | 1    |  |  |
| 77 | R3-17b 30"X8" Plate                           | EA.  | 1    |  |  |
|    | 8" ABC on Acacia Avenue                       | S.Y  | 3064 |  |  |
|    | 4"AC over 10" ABC on Lift Station Road        | S.Y  | 780  |  |  |

Sub-Total #1 = \$

## ALTERNATE "A" BID QUANTITIES

| Item No. | Item Description                     | Unit | Quantity | Unit Price | Amount |
|----------|--------------------------------------|------|----------|------------|--------|
| 1        | Pavement Structural Section No.1     | S.Y. | 2287     |            |        |
| 2        | ADOT Single Curb Type G (h=3")       | L.F. | 264      |            |        |
| 3        | Vertical Curb (h=6")                 | L.F. | 891      |            |        |
| 4        | Vertical Curb & Gutter               | L.F. | 887      |            |        |
| 5        | 5' Sidewalk                          | S.F. | 1110     |            |        |
| 6        | Detectable Warning Mat               | EA.  | 8        |            |        |
| 7        | Median Concrete                      | S.F. | 2453     |            |        |
| 8        | Safety Nose Median                   | EA.  | 8        |            |        |
| 9        | Adjusting Manhole to Final Grade     | EA.  | 2        |            |        |
| 10       | Adjusting Water Valve to Final Grade | EA.  | 0        |            |        |
| 11       | Driveway                             | S.F. | 0        |            |        |
| 12       | Firehydrant relocation               | EA.  | 1        |            |        |

|    |   |      |      |  |  |
|----|---|------|------|--|--|
| 13 | Sidewalk Ramp & Detect. Warning Mat           | EA.  | 8    |  |  |
| 14 | Valley Gutter                                 | EA.  | 0    |  |  |
| 15 | Type 1 Light Pole W/ Type B Luminaire         | EA.  | 8    |  |  |
| 16 | 10' Sidewalk                                  | S.F. | 6249 |  |  |
| 17 | 6.5' Concrete Apron                           | S.F. | 1542 |  |  |
| 18 | 3/4" Decomposed Granite (3" Thick)            | S.F. | 3525 |  |  |
| 19 | Bike Entrance Ramp                            | EA.  | 2    |  |  |
| 20 | Bike Exit Ramp                                | EA.  | 2    |  |  |
| 21 | Speed Table                                   | EA.  | 0    |  |  |
| 51 | 12" Solid White Thermoplastic Stripe          | L.F. | 250  |  |  |
| 53 | 6" Solid White Thermoplastic Stripe           | L.F. | 206  |  |  |
| 54 | 12" Wide Dotted White Thermoplastic Stripe    | L.F. | 117  |  |  |
| 55 | 6" Dotted White Thermoplastic Stripe          | L.F. | 100  |  |  |
| 58 | 6" Combination Yellow Thermoplastic Stripe    | L.F. | 111  |  |  |
| 65 | White Extruded Thermoplastic Symbol Bike Lane | EA.  | 1    |  |  |
| 66 | Yield Lines                                   | EA.  | 28   |  |  |
| 67 | Yellow Ceramic Reflective Pavement Marking    | EA.  | 8    |  |  |
| 68 | Speed Table Marking                           | EA.  | 0    |  |  |
| 70 | R4-7 24"x30" Sign                             | EA.  | 4    |  |  |
| 71 | W11-2 30"x30" Sign                            | EA.  | 4    |  |  |
| 72 | W16-7P 24"x18" Plaque                         | EA.  | 4    |  |  |
| 73 | R6-4A 48"x24" Sign                            | EA.  | 4    |  |  |
| 74 | R2-1 24"x30" Sign                             | EA.  | 0    |  |  |

Sub-Total #2 = \$

|  |   |      |   |  |  |
|--|---|------|---|--|--|
|  | Erosion Control                             | L.S. | 1 |  |  |
|  | As-Builts                                   | L.S. | 1 |  |  |
|  | Quality Control                             | L.S. | 1 |  |  |
|  | Furnish, Install & Maintain Traffic Control | L.S. | 1 |  |  |
|  | Construction Staking (1.5% of Sub-Total #1) | L.S. | 1 |  |  |

Sub-Total #3 = \$

**Grand Total (Sub-total1 + Sub-total2 + Sub-total3) = \$**

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

### PARKVIEW AVENUE IMPROVEMENTS

#### 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, and 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 EMPLOYMNET 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**

**PARKVIEW AVENUE IMPROVEMENTS**

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 2023-002 for the “PARKVIEW AVENUE IMPROVEMENTS”, **C.I.P. PW** C.I.P. PW 2023-002, to

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(“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:

1. Roadway pavement, curb and gutter construction for the limits shown on the plans for PARKVIEW AVENUE IMPROVEMENTS.
2. Construction of roundabout.
3. Installation of Roadway Lighting.
4. Placement of Roadway Signs and Pavement Markings.
5. Storm Water collection catch basin, piping and related facilities.
6. Storm Water Pollution Prevention Plan and Erosion Control by Contractor.
7. Traffic Control by Contractor.
8. 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 Statutes §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 # AZG2020-001. 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. AZG2020-001 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 Somerton 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 and/or Project Manager 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.
- 7.3.5 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 local 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.**

7.8.1 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 benchmarks 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 competed 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 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 and Spectrum. 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 an 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(c) 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, and 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 CONTRACTOR 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 at 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 be 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, its design engineers. Its 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  
Department of Public Works  
143 N. State Street  
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 CITY 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 entitle 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 CONTRACTOR 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 if Interest provisions of the Arizona Revised Statues §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 \_\_\_\_\_, 2023.

CONTRACTOR:

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF SOMERTON:

By \_\_\_\_\_

CITY MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
Date Signed

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
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**

**PARKVIEW AVENUE IMPROVEMENTS**

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 – PARKVIEW AVENUE IMPROVEMENTS, C.I.P. PW 2023-002, 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

\_\_\_\_\_

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 PARKVIEW AVENUE IMPROVEMENTS

C.I.P. PW 2023-002, 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: **PARKVIEW AVENUE IMPROVEMENTS**  
**C.I.P. PW 2023-002**

**DOCUMENT 0530**  
**CERTIFICATE OF INSURANCE FORM**  
**PARKVIEW AVENUE IMPROVEMENTS**

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**

**PARKVIEW AVENUE IMPROVEMENTS**

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**

PROJECT: **PARKVIEW AVENUE IMPROVEMENTS**

**C.I.P. PW 2023-002**

ACCOUNT # \_\_\_\_\_

To: City of Somerton  
143 N. State Street  
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**

**PARKVIEW AVENUE IMPROVEMENTS**

1. DOCUMENT INCLUDED

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

**PARKVIEW AVENUE IMPROVEMENTS**

**REQUEST NO.** \_\_\_\_\_

BID PW 2023-002

C.I.P. PW 2023-002

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**  
**PARKVIEW AVENUE IMPROVEMENTS**

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**

**PARKVIEW AVENUE IMPROVEMENTS**

P.O. No. \_\_\_\_\_/ C.I.P. PW 2023-002

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**  
**PARKVIEW AVENUE IMPROVEMENTS**

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. Director of Public Works (Copy)
    - 2. Project File (Original)
    - 3. Project Inspector (Copy)
    - 4. Contractor (Copy)
    - 5. Purchase Order History File (Copy)

**CITY OF SOMERTON  
DEPARTMENT OF PUBLIC WORKS**

**EXTRA WORK ORDER**

**PARKVIEW AVENUE IMPROVEMENTS**

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. PW 2023-002 ).**

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 PROVISIONS**

**PARKVIEW AVENUE IMPROVEMENTS**

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

**Document 0600**

**SPECIAL CONDITIONS INDEX**

**PART A: SPECIAL CONDITIONS THAT ADD TO OR MODIFY THE YUMA COUNTY PUBLIC WORKS STANDARDS FOR CONSTRUCTION**

**PART B: GENERAL INFORMATION**

**PART C: MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2015) AND THE CITY OF YUMA SUPPLEMENT FOR PUBLIC WORKS CONSTRUCTION.**

***INCLUDED BY REFERENCE***

SECTION 205 ROADWAY EXCAVATION

SECTION 211 FILL CONSTRUCTION

SECTION 301 SUBGRADE PREPARATION

SECTION 321 PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

SECTION 329 TACK COAT

SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, DRIVEWAY, AND ALLEY ENTRANCES

SECTION 345 ADJUSTING FRAMES, COVERS, VALVE BOXES, METER BOXES AND PULL BOXES

SECTION 405 SURVEY MONUMENTS

SECTION 424 PARKWAY GRADING

SECTION 505 CONCRETE STRUCTURES

SECTION 601 TRENCH EXCAVATION, BACKFILLING AND COMPACTION

SECTION 610 WATER LINE CONSTRUCTION

SECTION 611 WATER, SEWER, AND STORM DRAIN TESTING

SECTION 615 SANITARY SEWER LINE CONSTRUCTION

SECTION 618 STORM DRAIN CONSTRUCTION

SECTION 625 MANHOLE CONSTRUCTION AND DROP SEWER CONNECTIONS

SECTION 631 WATER TAPS AND METER SERVICE CONNECTIONS

SECTION 7-080 POLE FOOTING DETAIL

PART 700 MATERIALS (RELEVANT SECTIONS PER REFERENCED MAG STANDARD)

***AS ADDED OR MODIFIED HEREIN***

|             |                                       |                        |
|-------------|---------------------------------------|------------------------|
| SECTION 201 | CLEARING & GRUBBING                   |                        |
| SECTION 202 | REMOVAL OF STRUCTURES & OBSTRUCTIONS  |                        |
| SECTION 204 | EARTHWORK                             |                        |
| SECTION 225 | WATER                                 |                        |
| SECTION 227 | DUST PALLIATIVE                       |                        |
| SECTION 304 | BITUMINOUS MATERIAL PRICE ADJUSTMENT  |                        |
| SECTION 402 | CONSTRUCTION SURVEYING AND LAYOUT     |                        |
| SECTION 404 | STORM WATER POLLUTION PREVENTION PLAN | [SWPPP]                |
| SECTION 451 | TRAFFIC CONTROL                       | (REPLACES SECTION 401) |

**THE FOLLOWING ADOT SPECIFICATIONS AS MODIFIED HEREIN**

|             |   |
|-------------|---|
| SECTION 701 | OBLITERATE EXISTING STRIPING  |
| SECTION 704 | THERMOPLASTIC PAVEMENT MARKINGS   |
| SECTION 706 | RAISED PAVEMENT MARKERS   |
| SECTION 708 | PERMANENT PAVEMENT MARKINGS   |
| SECTION 730 | GENERAL REQUIREMENTS FOR TRAFFIC SIGNAL AND HIGHWAY LIGHTING SYSTEMS        |
| SECTION 731 | STRUCTURAL SUPPORTS AND FOUNDATIONS FOR TRAFFIC SIGNAL AND HIGHWAY LIGHTING |
| SECTION 732 | ELECTRICAL UNDERGROUND MATERIAL   |
| SECTION 736 | HIGHWAY LIGHTING  |
| SECTION 737 | INCIDENTAL ELECTRICAL WORK  |

**THE FOLLOWING MARICOPA ASSOCIATION OF GOVERNMENTS SPECIFICATIONS ARE INCORPORATED BY REFERENCE: UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION**

|             |                      |
|-------------|----------------------|
| SECTION 301 | SUBGRADE PREPARATION |
| SECTION 702 | BASE MATERIALS       |

**THE FOLLOWING CITY OF SOMERTON SPECIFICATION IS INCLUDED HEREWITH:**

CITY OF SOMERTON AGGREGATE BASE MATERIAL SPECIFICATION

**PART A: SPECIAL CONDITIONS THAT ADD TO OR MODIFY THE  
YUMA COUNTY PUBLIC WORKS STANDARDS FOR  
CONSTRUCTION**

- 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 Maricopa County, Yuma County or County or City of Yuma is referenced as being the Contracting Agency or jurisdiction with contract control, Maricopa County, 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. This shall be taken to mean City of Somerton Public Works Standards as adopted and defined by this project.

- 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.
- 2015 City of Yuma Supplement to MAG Uniform Standard Specifications for Public Works Construction.
- 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 (where noted)
- 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 Provisions
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 **Somerton City Hall Conference Room**. 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  
CenturyLink  
Spectrum Cable

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

Katherine Cuevas  
Southwest Gas (Local Office) (928) 341-2604  
7017 E. 30<sup>th</sup> St. (928) 390-2289 (Mobile)  
Yuma, AZ 85365  
katherine.cuevasdelcid@swgas.com

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

Daniel Barrera (928) 336-9808  
APS (928) 615-0431 (Mobile)  
6700 E. 30th Street  
Yuma, AZ 85365  
[Antonia.Morales@aps.com](mailto:Antonia.Morales@aps.com)

Ed Alupay (928) 343-8943  
CenturyLink  
1850 E. 20<sup>th</sup> Street  
Yuma, AZ 85365  
[Ed.Alupay@CenturyLink.com](mailto:Ed.Alupay@CenturyLink.com)

Placido Adrian Lopez (760) 250-2469  
Spectrum Cable  
1289 S. 2nd Avenue  
Yuma, AZ 85364  
[Placido.lopez@charter.com](mailto:Placido.lopez@charter.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 remove power poles and install underground conduit as located on plans.
- Spectrum will relocate cable lines in underground conduit in coordination with APS.
- Southwest Gas will relocate the underground lines shown on the plans. Contractor shall work closely with Southwest Gas representatives to accurately field locate gas facilities.

**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.

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.

## **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.

### **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 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**

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.

**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: YUMA COUNTY PUBLIC WORKS, VOLUME II – TECHNICAL  
SPECIFICATIONS  
*INCLUDED BY REFERENCE***

- SECTION 201 CLEARING AND GRUBBING
- SECTION 205 ROADWAY EXCAVATION
- SECTION 211 FILL CONSTRUCTION
  
- SECTION 301 SUBGRADE PREPARATION
- SECTION 321 PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT
- SECTION 329 TACK COAT
- SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, DRIVEWAY, AND ALLEY  
ENTRANCES
- SECTION 345 ADJUSTING FRAMES, COVERS, VALVE BOXES, METER BOXES AND PULL  
BOXES
  
- SECTION 405 SURVEY MONUMENTS
- SECTION 424 PARKWAY GRADING
  
- SECTION 505 CONCRETE STRUCTURES
- SECTION 510 CONCRETE BLOCK MASONRY
  
- SECTION 601 TRENCH EXCAVATION, BACKFILLING AND COMPACTION
- SECTION 610 WATER LINE CONSTRUCTION
- SECTION 611 WATER, SEWER, AND STORM DRAIN TESTING
- SECTION 615 SANITARY SEWER LINE CONSTRUCTION
- SECTION 618 STORM DRAIN CONSTRUCTION
- SECTION 625 MANHOLE CONSTRUCTION AND DROP SEWER CONNECTIONS
- SECTION 631 WATER TAPS AND METER SERVICE CONNECTIONS

**YUMA COUNTY PUBLIC WORKS, VOLUME II – TECHNICAL  
SPECIFICATIONS  
AS ADDED OR MODIFIED HEREIN**

**SECTION 201 CLEARING & GRUBBING**

**201.1 Description:**

*This Sub-section is also modified to add:*

Clearing and Grubbing shall include removal of trees in the area to be excavated or areas to be filled. Tree removal shall be in accordance with the Yuma County Standard Specifications. Trees or other undesirable or objectionable materials not identified on plans shall also be removed from the site. Payment shall be included in the Clearing & Grubbing bid item.

**SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

**202.1 Description**

*This Sub-section is also modified to add:*

Except for public and private utility company underground and overhead facilities, pipelines and other appurtenances, Removal of Structures and Obstructions shall consist of the removal, wholly or in part, and satisfactory disposal off the site of all structures and obstructions within the construction site and right-of-way which have not been designated to remain. Salvaging designated material shall be included.

**SECTION 204 EARTHWORK**

**204.6 Excavation**

*This Sub-section is also modified to add:*

**204.6.1 Excess or Shortage of Excavation**

*This Sub-section is also modified to add:*

No borrow or waste area is established for the Project. The Contractor is responsible for the disposal of excess excavated material, if any. In the unlikely event there is a shortage of excavated material from which to construct the project, a supplemental agreement for borrow to offset the shortage will be executed provided Yuma County and the Contractor reach agreement on method and price. If no agreement on method and price can be reached the Engineer may order the work done under section 109.05 of the General Conditions.



## **SECTION 225 WATER**

### **225.1 Description**

*This sub-section is modified to add:*

Watering shall include making arrangements for developing water sources and supplying all labor, equipment and materials to collect, load, transport and apply water as necessary for compaction of materials, concrete construction operations, testing, dust control, pre-wetting and other material and construction uses.

### **225.2 Water Supply**

*This sub-section is modified to add:*

Water shall be clean and free from objectionable deleterious amounts of acids, alkalis, salts or organic materials.

## **SECTION 304 BITUMINOUS MATERIAL PRICE ADJUSTMENT**

### **304 General**

*This sub-section is modified herewith:*

The price of crude oil and its byproducts change daily. Price fluctuations in crude oil can be volatile and influenced by world events. To eliminate the risk Contractors take in Bid Schedule, work that uses large amounts of bituminous materials, the County allows monthly price adjustments to asphalt cement, liquid asphalt and emulsified asphalt used on the project. The price adjustments are based on the selling prices of asphalt cement listed in the Asphalt Weekly Monitor. Arizona Department of Transportation (ADOT) Contracts and Specifications Section publishes a monthly Bituminous Material Price Adjustment bulletin which indicates the average price for asphalt cement that month.

#### **304.1 Basis of Payment:**

*This sub-section is modified herewith:*

The term “bituminous material”: as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.

The Bid Schedule unit price for each item including the use of bituminous material will be considered to include all costs for furnishing, hauling, handling, spreading and mixing of the material as required, including the “initial cost” of bituminous material, but excluding any difference in the cost of bituminous material that occurs between the date of bid opening and the date that the material is used on the project.

A cost for bituminous material will be determined monthly by the County based on the description in the General section above. ADOT’s analysis of the cost will be the arithmetic

average of the high and low selling prices for asphalt cement shown in the previous four reports for the Arizona/Utah and Southern California regions.

The cost will be deemed the “initial cost” (IC) for bituminous material for projects on which bids are opened during the following month. This cost will also be deemed the “current price” (CP) for bituminous material for the following month for projects in construction.

This IC and the CP value are shown on ADOT’s website: <https://azdot.gov/business/contracts-and-specifications/price-adjustment-bituminous-material-and-diesel-fuel> titled “Price Adjustment for Bituminous Material and Diesel Fuel”.

For each item of bituminous material for which there is a specific pay item an adjustment will be made as follows for each month that a quantity of bituminous material was used on the project:

The “initial cost” (IC) for the month in which the project was bid will be compared with the “current price” (CP) as specified above for the appropriate current month. The “current price” (CP) will be as shown in the memorandum issued on the last Wednesday of each month, and will be used to adjust costs for bituminous material incorporated into the job during the following month (for example: bituminous material used in May will be adjusted as specified herein, based on the “current price” (CP) for May as shown in the memorandum issued on the last Wednesday of April). Any difference in price between these two values will be applied to the quantity of eligible bituminous material incorporated into the work.

Determination of the eligible quantities of bituminous material will be based on contractor-furnished certified weight scales and invoices indicating the amount of oil used in each mixture, except as modified below.

The tons of emulsified products to which the adjustment will be applicable will be the tons of the emulsified bituminous asphalt prior to dilution.

Adjustments in compensation for emulsified asphalts will be made at 60 percent of either the increase or decrease.

The tons of Bituminous Material (Asphalt Rubber) to which the adjustment will be applicable will be 0.80 multiplied by the total quantity of the item used. The adjustment will not apply to the 20 percent of the material which constitutes the rubber additive.

The tons of bituminous materials which are paid for on the basis of testing by nuclear asphalt content gauge, ignition furnace or other approved methods to which the adjustment will be applicable are the tons which have been incorporated into the mixture.

Adjustment in unit prices of items governed by this provision will be made in the next regular monthly progress payment following actual use or application of the bituminous material.

Any adjustment in compensation made for bituminous material incorporated into the work after the expiration of the specified completion time set forth in the contract, or as may be extended in accordance with the provisions of Subsection 108.09, will be on the basis of the price of bituminous material shown in the memorandum applicable on the date of the expiration of the specified completion time, as hereinbefore specified.

## **SECTION 402 CONSTRUCTION SURVEYING AND LAYOUT**

### **402.1 Description**

*This sub-section is modified herewith:*

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. The work shall be done under the direction of an Arizona registered professional engineer employed by the contractor. All right of way monuments and lines shall be established by an Arizona registered land surveyor employed by the contractor.

Project plans are based on topographic survey and base mapping prepared by Core Engineering Group, PLLC.

### **402.4 Construction Requirements**

*The following sub-section is modified herewith:*

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.

Failure of the contractor to verify control points in writing to the Engineer shall serve to waive any contractor request for additional compensation based on error in the control points.

The Contractor is required to control the construction of cuts and fills by the use of slope stakes or off-set slope stakes. Slope building is to be controlled at all times by a grade checker working from the slope stakes. Failure to use slope stakes and a grade checker will result in no payment for the work done.

#### **402.4.1 “As-Built” Record Drawing**

*The following sub-section is modified herewith:*

The Contractor shall prepare and furnish “As-Built” record drawings to the City of Somerton. The Contractor shall obtain one (1) set of plans from the Engineer 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. Drawings shall be maintained in a current condition at all times until completion of the work and shall be made available for review by the Engineer at all times.

In addition to “As-Built” record drawings, as-built cross sections shall be required if deemed necessary by the Engineer.

Failure of the Contractor to submit as-builts within 30 days of completion of the project and receive approval by the Engineer for the same shall result in 25% of the Construction Staking Bid Schedule line item being withheld from payment.

#### **402.4.2 Monument Recordation [ARS § 33-106]**

*The following sub-section is modified herewith:*

The Contractor and his Surveyor are advised that restoration or establishment of public land corners as required by Arizona Revised Statutes 33-106 requires the monument be filed with the County Recorder. The Contractor is required to provide copies of the filing record to the Engineer. Failure of the Contractor or his surveyor to properly file on monuments and to provide copies of the filing documentation to the Engineer will result in the Engineer having the work done and the cost thereof deducted from the contract.

#### **402.4.3 Pre-Construction Location Survey**

*The following sub-section is modified herewith:*

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.

#### **402.5 Measurement and Payment:**

*The following sub-section is modified herewith:*

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**

#### **403.2 Measurement And Method Of Payment:**

*This sub-section is modified herewith:*

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 404 STORM WATER POLLUTION PREVENTION PLAN [SWPPP]**

#### **404.1 General**

*The following sub-section is modified to add:*

This section is to be used by the Contractor to provide the required services of this work item.

#### 404.2 Description of Work

*The following sub-section is modified herewith:*

This project is subject to the Arizona Pollutant Discharge Elimination System [AZPDES] stormwater requirements for construction sites under the Environmental Protection Agency (EPA) General Permit for Discharge from Construction Activities [AZG 2003-001] for Arizona. Under provisions of that permit, the Contractor shall be designated a permittee and shall be responsible for providing the necessary labor and materials, and for taking the appropriate measures to assure compliance with the National Pollution Discharge Elimination System [NPDES] General Permit for Arizona as well as other Federal, state and local requirements pertaining to stormwater discharges. As the permittee, the Contractor is responsible for completing, in a manner acceptable to the Arizona Department of Environmental Quality [ADEQ] and Yuma and County, all documents required by this regulation including the following:

(A) Stormwater Pollution Prevention Plan [SWPPP] for the project including certification form.

The Contractor shall submit a copy of the SWPPP to the County 5 days prior to the pre-construction meeting for review. The Contractor will also be required to update and revise the SWPPP as necessary throughout the construction of the project subject to review by Yuma County Environmental Program Specialist, and Inspector, prior to implementation in order to assure compliance with ADEQ permit requirements. The completed SWPPP shall be kept on the project site at all times during construction of the project.

(B) Notice of Intent (NOI) to be covered under NPDES General Permit for Arizona including certification of signature.

(C) Notice of Termination (NOT) of coverage under NPDES General Permit for Arizona (upon project completion).

Preliminary copies of the NOI, Authorization Letter and SWPPP shall be submitted to the County five (5) days prior to the preconstruction meeting. The Contractor shall submit completed, signed NOI forms at least 48 hours prior to the initial start of construction on the project to ADEQ at the following address:

Arizona Department of Environmental Quality  
Water Permits Section/ Stormwater NOI (541B-3)  
1110 W. Washington Street  
Phoenix, AZ 85007  
Or faxed to: (602) 771-4674

#### **404.3 Notice of Intent [NOI]**

*The following sub-section is modified herewith:*

The Contractor has the option of submitting the NOI online using the SMART NOI system at:  
<http://az.gov/webapp/noi/main.do>

Failure by the Contractor (or any of its appropriate subcontractors) to submit the NOI forms within the required time frame shall result in delay of the start of construction. The Contractor shall submit a completed copy of the NOI **prior to Notice to Proceed [NTP]**. A copy of the completed NOI shall be posted on the construction site along with the SWPPP.

It is the Contractor's responsibility to perform inspection of all stormwater pollution control devices on the project on a monthly basis and following each rainfall of 0.50 inches or more at the project site and as required under the NPDES General Permit for Arizona. The Contractor shall prepare reports on these inspections and retain these reports for a period of three [3] years following project completion as required under the NPDES General Permit for Arizona. Inspection reports shall be submitted monthly to the contracting agency. The Contractor shall maintain all stormwater pollution control devices on the project in proper working order, including cleaning and/or repair during the entire duration of the project.

No condition of either the NPDES General Permit for Arizona or the SWPPP shall release the Contractor from any responsibilities or requirements under other environmental statutes and regulations.

Upon total project completion, acceptance, and de-mobilization, the Contractor shall submit a completed, signed **Notice of Termination [NOT]** form to the ADEQ with copies to the same agencies who received copies of the NOI, thereby terminating all NPDES permit coverage for the project.

Copies of necessary forms and guidance for preparing the SWPPP are available in the Drainage Design Manual for Maricopa County, Volume III Erosion Control. The Manual is available from the Flood Control District of Maricopa County, 2801 West Durango Road, Phoenix, AZ 85009 (602) 506-1501.

Additional information can be obtained at the Yuma County Environmental Programs Section. Please contact Rick Stacks, Environmental Programs Manager at (928) 817-5084.

#### **404.4 Method of Measurement and Payment**

*The following sub-section is modified herewith:*

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 construction, including proper operation of the pollution control devices installed, and all maintenance, cleaning, and disposal 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 no additional



claims shall be made by the Contractor under any other specification provision of these documents, including changed conditions.

Fines and penalties imposed by the EPA or by ADEQ against the owner or the Contractor for the Contractor's failure to comply with any of the requirements of NPDES General Permit of Arizona shall be borne by the Contractor.

## **SECTION 451 TRAFFIC CONTROL**

[REPLACES SECTION 401]

Traffic control plans are to be submitted by the Contractor for work undertaken in County right of way. This submittal shall be part of the required encroachment permit that shall be obtained by the Contractor from the County.

Measurement for temporary traffic control shall be made by the unit as indicated in the following tables. Measurement shall be made by the Engineer.

Payment for temporary traffic control shall be made by the lump sum items in the BID SCHEDULE.

The Contractor is advised that the Force Account [FA] item for MAINTENANCE AND PROTECTION OF TRAFFIC in the bid schedule represents an account from which reimbursement for actual traffic control used for the project will be paid and shall be based on the predetermined rates specified herein. In the event the actual traffic control used for the project does not expend the amount available in the MAINTENANCE AND PROTECTION OF TRAFFIC bid item the remaining amount shall not be paid.

The item in the bid schedule for Furnish and Install Traffic Control shall be Lump Sum [LS] for the furnishing, installing, moving and removing of traffic control by the Contractor. Unless otherwise waived by the Engineer, reimbursement for Furnish and Install Traffic Control shall be made on a prorated basis based on the total dollar percentage completion of the project [less traffic control costs] on a monthly basis and with the monthly request for payment by the Contractor.

The road shall be maintained open to through traffic at all times unless approved by the Engineer.

Traffic shall be maintained by the proper use of advance warning signs, barricades and flaggers in accordance with Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall submit a detailed traffic control plan to the Engineer a minimum of two (2) weeks in advance of work. Traffic control plans must be approved prior to the start of construction.

Cones are not acceptable for night time traffic delineation or channelization.

Shoulders used to route traffic are to be watered to control dust and are to be graded a minimum of once a day. The Contractor, at no additional cost to the County, is responsible for repairing any pavement edges or pavement surfaces which are damaged by related operations or the routing of traffic off of the pavement.

The Contractor shall inspect all traffic control installations for the project at such regular times but not less than once every six (6) hours day and night or as directed by the Engineer, and shall reset, replace, clean, adjust or otherwise maintain all traffic control in good condition for the use intended.

Signs, barricades, lights, arrow boards, message boards or other devices which, in the sole opinion of the Engineer, are in poor condition shall be removed and replaced with equipment that is good condition.

Equipment that is scratched, marred, discolored, bent, stained, set at incorrect height, or otherwise in poor condition as determined by the Engineer shall be removed and replaced with equipment in new or good condition as directed by the Engineer.

No reimbursement will be made to the Contractor for the elements of work listed herein when they are required in association with construction work being performed after the expiration of the contract time and all approved extensions.

All barricades, vertical panel, tubular markers, sign stands, or other equipment as appropriate, shall be sand bagged upon initial installation or relocation and re-sand bagged as necessary or as directed by the Engineer. Sand bags shall be of good, tightly woven cloth and shall be filled to a minimum of 75% of their capacity with clean sand free from objectionable material such as rock or concrete pieces. Bags that are torn or sun rotted shall not be used and shall be removed from the project. The use of asphalt or concrete pieces in lieu of sand bags is prohibited at all times. Sand bags shall not be placed on the top of signs or barricades at any time.

Minimum sand bagging requirements are one (1) sand bag for vertical panels, type II barricades (suspended bag), small sign stands, tubular markers, etc.

Minimum sand bagging requirements for spring stands, type III barricades, large sign stands, etc. is two (2) sand bags per unit. In any event or when so directed by the Engineer, the Contractor shall provide additional sand bags for traffic control equipment.

The Contractor shall be prepared in advance of high wind events to respond immediately with additional sand bags for traffic control equipment.

The County will reimburse the Contractor for the work of maintaining and protecting traffic on the basis of the predetermined reimbursement rates hereinafter specified for the various elements of work except for temporary concrete barrier, temporary impact attenuation devices, and Furnish and Install temporary traffic control devices.

No additional reimbursement will be made to the Contractor for any elements of work other than those listed herein, unless approved in writing by the Engineer prior to use. The cost for elements of work required for traffic control not listed herein will be negotiated with the Engineer prior to approval.

Elements of work specified under this subsection which are lost, stolen, destroyed, or are deemed unacceptable by the Engineer, while in use on a project shall be replaced by the Contractor and, except as hereinafter specified for temporary impact attenuation devices, at no additional cost to the County.

Sign sheeting shall be in accordance with ADOT Standards, Section 1007, and shall be orange prismatic sheeting.

**Predetermined Traffic Control Reimbursement Rates**

The item MAINTENANCE AND PROTECTION OF TRAFFIC is included in the Bid Schedule for the purpose of establishing an account from which the Contractor will be reimbursed for the work of maintaining and protecting traffic on the basis of the predetermined reimbursement rates specified herein for the various elements of work.

**The methods of measurement and basis of payments** will be as specified herein.

**A. Elements of Work (Complete-In-Place)**

The Elements of Work listed under this section will be measured for payment upon the satisfactory completion of the initial installation or obliteration.

Except as hereinafter specified under Basis of Payment, no subsequent measurements will be made.

| <b>Element of Work</b>   | <b>Unit</b>                | <b>Rate: \$</b>        |
|--|----------------------------|------------------------|
| Specialty Sign:<br>Orange Fluorescent Prismatic Sheeting   | sq. ft.                    | 12.35                  |
| Temporary Preformed Markings; Taped Line:<br>Type II (Removable)<br>Type III (Non-Removable)       | linear ft.                 | 1.60<br>0.80           |
| Temporary Painted Markings:<br>Line<br>Arrows, Symbols, Legends                                    | linear ft.<br>each         | 0.13<br>30.00          |
| Obliterate Painted and Type III Preformed Pavement Markings:<br>Line<br>Arrows<br>Symbols, Legends | linear ft.<br>each<br>each | 0.50<br>20.00<br>10.00 |
| Delineator (Std. Dwg. 4-M-4.01)  | each                       | 27.00                  |
| Pavement Marker, Reflective Raised:<br>Temporary<br>Permanent (Used As Temporary)                  | each                       | 4.00<br>4.50           |
| Pavement Marker, Non-Reflective Raised (Temporary)   | each                       | 2.50                   |
| Obliterate Raised Pavement Markers   | each                       | 0.10                   |
| Chip Seal Pavement Marker:<br>Single Capped<br>Double Capped                                       | each                       | 2.00<br>3.00           |

**B. Elements of Work (In-Use)**

The Elements of Work listed below will be measured from the point at which the element is put into active use on the project and accepted by the Engineer until such times that the Engineer determines that the element is no longer required:

| <b>Element of Work</b>  | <b>Unit</b>    | <b>Rate: \$</b> |
|---|----------------|-----------------|
| Temporary Concrete Barrier (In-Use)                           | linear ft./day | 0.05            |
| Temporary Impact Attenuation Devices:                         |                |                 |
| Sand Barrel (In-Use) (per barrel)                             | each/day       | 0.05            |
| Energy-Absorbing-Terminal (In-Use)                            | each/day       | 1.00            |
| Truck-Mounted   | hour           | 27.00           |
| Flashing Arrow Panel  | Hour           | 5.00            |
| Pilot Vehicle   | Hour           | 6.36            |
| Relocation Service Truck ( <b>Not reimbursed</b> )            | N/A            | N/A             |
| Flagger (Civilian)  | Hour           | 12.50           |
| Flagger (Local Enforcement Officer)                           | Hour           | 27.11           |
| Local Enforcement Officer Vehicle                             | Hour           | 2.50            |
| Driver: Pilot,<br>Truck-Mounted Attenuation Devices           | Hour           | 15.24           |
| Relocation Service Barricade Setter ( <b>Not reimbursed</b> ) | N/A            | N/A             |
| Changeable Message Board                                      | each/day       | 100.00          |
| Vertical Panels   | each/day       | 0.50            |
| Tubular Marker  | each/day       | 0.35            |
| Barricade:  |                |                 |
| Type II   | each/day       | 0.50            |
| Type III  |                | 0.75            |
| Flashing Warning Light:                                       |                |                 |
| Type A  | each/day       | 0.25            |
| Type B  |                | 2.50            |
| Steady-Burn Warning Light (Type C)                            | each/day       | 0.80            |
| Signs, Reusable Temporary:                                    |                |                 |
| Small (Less than 10 sq. ft.)                                  | each/day       | 0.80            |
| Large (10 sq.ft. or more)                                     |                | 1.00            |
| Embedded Sign Posts   | each/day       | 0.10            |
| Portable Sign Stand:  |                |                 |
| Spring Type   |                | 2.10            |
| Rigid: (Under 9 sq. ft.)                                      | each/day       | 0.70            |
| (9 sq. ft. or more)   |                | 1.00            |
| High-Level Flag Tree  | each/day       | 0.80            |
| Traffic Cones (28-in.)  | each/day       | 0.40            |
| Drum (18x36-in.)  | each/day       | 1.20            |

### **Relocation Services (Personnel and Vehicles)**

Following the initial installation of the elements of work, the Engineer may direct the Contractor to move any element of work from one location and re-erect it at another location. No measurement for reimbursement of the work associated with relocation services (personnel and vehicles) will be made.

The cost of relocation work is considered incidental to the bid item FURNISH AND INSTALL TRAFFIC CONTROL.

### **Reimbursement Exceptions**

#### **A. Deficient Elements of Work**

Any deficiencies in the traffic control plan, devices, equipment, services, or other elements of work listed will be brought to the attention of the Contractor by the Engineer, and all deficiencies shall be corrected by the Contractor before the close of that work shift, unless otherwise specified.

The Contractor will not be paid for those deficient elements of work listed unless restored to full usefulness prior to the close of the work shift in which notice of the defect is given. Measurement for reimbursement will not resume until the beginning of the work shift following that work shift in which those elements are restored to usefulness.

#### **B. Substantial Deficiencies**

For each work day or work shift during which there are, as determined by the Engineer, substantial deficiencies in the Contractor's traffic control plan, devices, and/or services, no reimbursement will be made to the Contractor for any element of work listed.

Measurement for reimbursement will not resume for any element of work until the beginning of the work day or work shift following that work day or work shift in which all corrective measures have been performed by the Contractor and approved by the Engineer.

In cases of serious or willful disregard for the safety of the public or the Contractor's employees by the Contractor, the Engineer may place the traffic control elements in proper condition and deduct the cost thereof from monies due or becoming due the Contractor.

#### **C. Non-diligent Prosecution of Work**

In the event that the Engineer determines that the Contractor's construction operations are not resulting in the diligent prosecution of the work under contract, no reimbursement will be made to the Contractor for the elements of work listed until such time as the Engineer determines that the Contractor is devoting appropriate efforts toward completion of the work.

Payment will be suspended effective with the end of the work day or work shift in which written notice is issued to the Contractor by the Engineer notifying the Contractor of its failure to prosecute the work.

Payment will resume with the beginning of the work day or work shift following that work day or work shift in which the Engineer determines that satisfactory efforts are being made by the Contractor toward completion of the work.

In any case, the Contractor shall continue to be responsible for maintaining all barriers, attenuators, signs, lights and other traffic control devices in proper functioning condition at all times.

#### **D. Temporary Concrete Barrier**

Payment for mobilization and demobilization of temporary concrete barrier, as indicated on an approved traffic control plan or as directed by the Engineer, shall be made at the rate of \$18 per foot total (not \$18 per foot each way).

No payment shall be made for any temporary concrete barrier moved within the project area regardless of distance moved within the project. Payment for mobilization and demobilization of temporary concrete barrier shall be made under the item Maintenance and Protection of Traffic in the bid schedule and shall be made in two increments, \$9.00 per foot for move onto the project and \$9.00 per foot for removal from the project.

Payment for the daily use of temporary concrete barrier is outlined in the table above.

All temporary concrete barriers shall be fully pinned to form a continuous string. Failure of the Contractor to fully pin all temporary concrete barrier shall be defined as a Substantial Deficiency as noted above.

#### **E. Temporary Impact Attenuation Devices: Sand Barrels**

If sand barrels are included and approved for use in any approved traffic control plan or are directed to be installed by the Engineer, the furnishing, installing, and removal shall be negotiated with the Engineer pursuant to the requirements of the Section 109 of the General Conditions.

**THE FOLLOWING ARE CUSTOM SPECIFICATIONS AS ADDED HEREIN**

**(a) Door**

The main door or the police panel door shall have the following legend engraved or stamped in it on two lines in letters that are one-half inch to one inch high.

CITY OF SOMERTON  
TRAFFIC CONTROL

The stroke width of the legend shall be 0.05-inch to 0.10 inch.

**THE FOLLOWING ADOT SPECIFICATIONS AS MODIFIED HEREIN**

**SECTION 701 OBLITERATE EXISTING STRIPING**

Measurement shall be on a linear foot basis at the locations as called for on the project plans or as directed by the Engineer. Pavement marking obliteration shall be in accordance with Section 701 of the ADOT 2008 Standard Specifications for Road and Bridge Construction.

**SECTION 704 THERMOPLASTIC PAVEMENT MARKINGS**

Measurement for 12” and 18” Pavement Marking Strips shall be on a linear foot basis (4” equivalent) at the locations as identified on the plans or as directed by the Engineer. Measurement for Pavement Marking Symbols shall be on an each basis for each type of pavement marking symbol installed as called for on the project plans or as directed by the Engineer. Transverse or hatching 12” and 18” pavement marking stripes and pavement marking symbols shall be in accordance with Section 704 of the ADOT 2008 Standard Specifications for Road and Bridge Construction and as modified below.

704-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of cleaning and preparing pavement surfaces and furnishing and applying either white or yellow thermoplastic reflectorized pavement markings using extrusion or ribbon dispensing devices of the required shape and thickness to the prepared pavement surface at the locations and in accordance with the details shown on the project plans, the manufacturer’s specifications, and the requirements of these specifications.

704-2.02 Composition: of the Standard Specifications is revised to read:

(A) General:

The thermoplastic composition shall conform to the following requirements:



| Component                              | Percent by Weight |         |
|--|-------------------|---------|
|  | White             | Yellow  |
| Binder (Min.)                          | 20                | 20      |
| Titanium dioxide (Min.)                | 10                | -----   |
| Yellow Lead-Free Pigment (Min.)        | -----             | 1.5     |
| Reflective glass inter-mix beads       | 30 – 45           | 30 – 45 |
| Calcium carbonate or equivalent filler | 20 – 42           | 20 - 42 |

The ingredients of the thermoplastic composition shall be thoroughly mixed and in a solid or sectionalized block, or free-flowing granular form. When heated in a melting apparatus, the material shall readily liquefy into a uniform solution. This solution shall be free from all skins, dirt, foreign objects or any other ingredient which would cause bleeding, staining, blotting, or discoloration when applied to the bituminous or concrete pavement surfaces.

The thermoplastic formulation shall utilize an alkyd binder. The alkyd binder shall consist of a mixture of synthetic resins, at least one of which is solid at room temperature, and of high-boiling-point plasticizers. At least one third of the binder composition and no less than eight percent by weight of the entire material formulation shall be solid maleic-modified glycerol ester resin or solid maleic-modified pentaerythritol ester resin. The alkyd binder shall not contain any petroleum-based hydrocarbon resins.

(B) Reflective Glass Beads:

In addition to incorporating glass beads in the thermoplastic mix, glass beads shall be evenly applied to the surface of the molten material as specified in Subsection 704-3.02(G).

(C) Filler:

The filler shall be a white calcium carbonate or equivalent filler with a compressive strength of at least 5,000 pounds per square inch.

(D) Titanium Dioxide:

Titanium Dioxide shall conform to the requirements of ASTM D 476 for Type II (92 percent).

(E) Yellow Pigment:

The yellow pigment shall be heat resistant and lead free. The type of yellow pigment shall be at the option of the manufacturer provided that the material conforms to all color requirements in a stable and durable fashion as specified herein.

704-2.03(C) Retroreflectance: of the Standard Specifications is revised to read:

The white and yellow thermoplastic materials shall have the following minimum retroreflectance values at 86.5 degrees illumination angle and 1.5 degrees observation angle as measured by the Department, using an LTL-X Delta Retrometer or similar device, within 30 days after application to the roadway surface:

| Product | Retroreflectance (millicandelas) |
|---------|----------------------------------|
| White   | 350                              |
| Yellow  | 200                              |

704-2.03(E) Water Absorption and Specific Gravity: the last paragraph of the Standard Specifications is revised to read:

The specific gravity of the material, as determined by Section 16 of AASHTO T 250, shall be between 1.85 and 2.15.

704-2.03 Physical Characteristics of the Composition: of the Standard Specifications is modified to add:

(P) Color Stability:

Using accelerated weathering per ASTM G 155, Cycle 1, white color stability shall be measured for no color change after 500 hours of exposure, and yellow color stability shall be measured for no color change after 1000 hours of exposure.

704-2.04 Physical Requirements for Glass Beads: the second paragraph of the Standard Specifications is revised to read:

The inter-mix beads shall conform to AASHTO M 247 Type I, and may be coated or uncoated as recommended by the manufacturer. If uncoated beads are used, the thermoplastic formulation shall be configured to minimize settling of the intermix beads when the material is heated and applied.

Drop-on beads shall conform to the gradation requirements of AASHTO M 247 for Type I and Type III beads.

704-3.02(B) Material Selection and Compatibility: the second, third, and fourth paragraphs of the Standard Specifications are revised to read:

All materials shall be properly packaged and stored. Each container to be used on the project shall be clearly labeled to indicate the following information:

- Nature, type, and formulation of the material;

- Manufacturer, batch number, and date of manufacture;
- Application requirements and constraints; and
- Compatibility requirements and constraints, particularly those pertaining to equipment, storage, and other materials to be used.

Preparation and application equipment shall be in accordance with the plans and specifications, and shall conform to the recommendations of the materials manufacturer.

704-3.02(G) Thermoplastic Application: the first and second paragraphs of the Standard Specifications are revised to read:

The thermoplastic pavement marking material shall be extruded on to the pavement surface at a material temperature between 385 and 415 degrees F, depending on manufacturer's recommendations, ambient air and pavement temperatures, and the nature of the pavement surface. The Contractor shall verify temperature requirements with a non-contact infrared thermometer as directed by the Engineer.

The thermoplastic material temperatures shall not exceed 450 degrees F. Material temperatures exceeding 440 degrees F shall be allowed for short periods of time; however, in no case shall the material be held for more than four hours at temperatures above 440 degrees F. Total heating time for any batch of material shall not exceed six hours. The Contractor shall note in the temperature log the time when each batch of thermoplastic material is first heated. The start of heating time shall also be marked on the side of the kettle to which it applies.

704-3.02(G) Thermoplastic Application: the fifth and sixth paragraphs of the Standard Specifications are revised to read:

Drop-on glass beads shall be mechanically deposited into the thermoplastic material immediately after the thermoplastic marking is applied, using a double drop method. Each drop shall be comprised of a minimum of six pounds of glass beads per 100 square feet of line (200 linear feet of six-inch stripe). One drop shall be Type I glass beads and the other drop shall be Type III glass beads. The Contractor shall determine which type of glass bead is to be applied in each drop; however, both types shall be used. Double drop methods using all Type I or Type III beads will not be allowed.

The dispensers shall evenly distribute the beads in the thermoplastic material. Both Type I and Type III glass beads shall be embedded in the surface of the thermoplastic to a depth of between 50 and 60 percent of the bead diameter. If the glass beads do not adhere to the thermoplastic marking, operations shall be stopped until the problem has been corrected. All markings which do not meet the requirements of Subsection 704-2.03(C), as determined by the Engineer, shall be removed by the Contractor and replaced at no additional cost to the Department.

Unless otherwise specified, all thermoplastic pavement markings shall be extruded, and

shall be  $0.090 \pm 0.002$  inches thick. The thermoplastic thickness shall be uniform and consistent throughout the total length of the marking project.

704-3.02(G) Thermoplastic Application: the last two paragraphs of the Standard Specifications are revised to read:

The finished thermoplastic line shall have well defined edges and be free from waviness. Lateral deviation of the thermoplastic line shall not exceed one inch in 100 feet. The longitudinal deviation of a painted segment and gap shall not vary more than six inches in a 40-foot cycle. The actual width of line shall be within the limits specified in the following table, according to the width of line called for on the plans:

| Plan Width    | Actual Width      |
|---------------|-------------------|
| 4 inches      | 4 to 4-1/2 inches |
| 8 inches      | 8 to 9 inches     |
| Over 8 inches | $\pm 1$ inch      |

After application and sufficient drying time, the thermoplastic marking shall show no appreciable deformation or discoloration under local traffic conditions with air and road temperatures ranging from -10 to 180 degrees F. The drying time shall be defined as the minimum elapsed time, after application, when the thermoplastic pavement markings shall have and retain the characteristics required herein, and after which normal traffic will leave no impression or imprint on the newly applied marking. When applied within a temperature range of  $400 \pm 15$  degrees F and thickness of 0.090 inches, the material shall set to bear traffic in not more than two minutes when the air and pavement surface temperatures are approximately  $50 \pm$  three degrees F and not more than 10 minutes when the air and road surface temperatures are approximately  $90 \pm$  three degrees. The Engineer may conduct field tests in accordance with ASTM D 711 to verify actual drying times.

#### SECTION 706 RAISED PAVEMENT MARKERS

Measurement shall be on an each basis for each marker installed as called for on the project plans or as directed by the Engineer. Raised pavement markers shall be in accordance with Section 706 of the ADOT 2008 Standard Specifications for Road and Bridge Construction.

**SECTION 708 - PERMANENT PAVEMENT MARKINGS:**

**708-2.02(B) Physical Requirements:** of the Standard Specifications is modified to add:

**(6) Heavy Metal Concentration:**

Heavy metal concentration in glass beads shall be as specified in the following table, when tested by an independent laboratory, approved by the Engineer, using EPA Method 3052 and EPA Method 6010B. A Certificate of Analysis conforming to Subsection 106.05 shall be furnished to the Engineer prior to use.

| <b>Heavy Metal</b> | <b>Concentration</b> |
|--------------------|----------------------|
| Arsenic            | < 75 ppm             |
| Antimony           | < 75 ppm             |
| Lead               | < 100 ppm            |

**708-3.02 Application:** the last paragraph of the Standard Specifications is revised to read:

Tolerances for Placing Paint, Beads, and Primer:

The length of painted segment and gap shall not vary more than six inches in a 40-foot cycle.

The finished line shall be smooth, aesthetically acceptable and free from undue waviness.

Painted lines shall be four, eight, or 12 inches wide as shown on the plans with a tolerance of  $\pm 1/8$  inch and shall be placed at a minimum rate of 16 gallons per mile for a solid four-inch line and four gallons per mile for a broken four-inch line, based on a 10-foot stripe and a 30-foot gap (40-foot cycle aggregate).

Glass reflectorizing beads shall be applied on the wet paint at a minimum rate of eight pounds per gallon of paint.

Wet thickness shall not be less than 15 mils, unless otherwise shown on the plans.

**THE FOLLOWING CITY OF SOMERTON SPECIFICATION IS INCLUDED  
HEREWITH - CITY OF SOMERTON AGGREGATE BASE MATERIAL  
SPECIFICATION**

**(SEE NEXT PAGE)**

**END OF SPECIAL CONDITIONS**