



CONTRACT DOCUMENTS

City of Kingman Project Number
ENG16-0021

CITY OF KINGMAN 8TH STREET UNDERPASS DRAINAGE AND ROADWAY IMPROVEMENTS

December 2019

JEN MILES
Mayor

TRAVIS LINGENFELTER
Vice Mayor

SUEANN MELLO KEENER

DEANA NELSON

KEN WATKINS

JAMIE SCOTT STEHLY

DAVID WAYT

Council Members

RON FOGGIN
City Manager

ROB OWEN
Public Works Director

GREG HENRY, P.E.
City Engineer

ANNIE MERIDITH
City Clerk



Expires 12-31-2021

City of Kingman, Engineering Division
310 North Fourth Street, Kingman, Arizona 86401
(928) 753-8122, Fax (928) 753-8118
www.cityofkingman.gov

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INVITATION TO BID

FROM:

The City of Kingman:

City Clerk
310 N. 4th St.
Kingman, AZ. 86401

ISSUE DATE: December 4, 2019

TO: POTENTIAL BIDDERS

The City of Kingman will accept sealed Bids from qualified firms at the office of the City Clerk at 310 North Fourth Street, Kingman, AZ 86401, until 3:00 PM Local Time on **January 6, 2020** for construction of the 8th Street Underpass Drainage Improvement project.

Project Description: The project is located in the vicinity of the intersection of 8th Street and Topeka Street south of Andy Devine Avenue. The work generally consists of furnishing and installing a new detention basin with a Reno Mattress lining, a new wet well and sump pump, 418 linear feet of new guardrail, pavement reconstruction of 115' of 8th Street, 111' of 18" SRP storm drain, 170 linear feet of new concrete channel lining, installation of a 616' long shoulder swale, placement of 125 cubic yards of compacted fill, inlet and outlet modifications to existing drainage culverts along the south side of Topeka Street and miscellaneous related items.

Work shall be completed within 120 calendar days, beginning with the day following the starting date specified in the Notice to Proceed.

The successful proposer should be prepared to comply with all local, state and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

Bid Documents may be obtained from the office of the City of Kingman Engineering Department upon receipt of a non-refundable fee, by certified check, in the amount of \$75.00 per set; limit two sets. There will be no charge for emailed copies of the bid documents. Even though the construction plans and specifications may be obtained from the plan rooms or downloaded from the City's web site, **all bidders will need to get the bidding package directly from the City of Kingman Engineering Department.** This will allow the City to maintain an accurate plan holders list in the event that addendums need to be sent out to all the bidders.

The contract documents may be examined at the following locations:

1. Office of the City Engineer, 220 North Fourth Street, Kingman, AZ 86401 or www.cityofkingman.gov
2. McGraw-Hill/Dodge Plan Room, 4300 Beltway Pl., Ste. 180, Arlington, TX 76018
3. Performance Graphics, 4140 Lynn Drive, Ste. 107, Fort Mohave, AZ 86426
4. Integrated Digital Technology, 4633 East Broadway Blvd, Tucson, AZ 85711
5. Sierra Plan Room, 3111 South Valley View, Ste. B-120, Las Vegas, NV 89102
6. A&E Reprographics, 1030 Sandretto Dr., Ste. F, Prescott, AZ 86305
7. AEC Reprographics & Design, 1501 S. Yale, Ste. 100, Flagstaff, AZ 86001

Submit your offer on the Proposal form provided. Bidders may supplement this form as appropriate.

Your offer will be required to be submitted under a condition of irrevocability for a period of 30 days after submission.

The City will conduct a Pre-Bid Conference at 220 North Fourth Street in the Engineering Department Conference Room, Kingman Arizona on Tuesday December 17, beginning at 1:30 p.m. local time. Interested bidders are encouraged to attend.

The City of Kingman reserves the right to accept or reject any or all bids or parts thereto, to waive any informality in any proposal and reject the bids of any persons who have been delinquent or unfaithful to any contract with the City of Kingman.

ADVERTISEMENT FOR BID

ISSUED BY: THE CITY OF KINGMAN, 310 N. FOURTH ST., KINGMAN, ARIZONA

ISSUE DATE: December 4, 2019

PUBLISH DATE: December 8, 2019

2ND PUBLISH DATE: December 15, 2019

TO: POTENTIAL BIDDERS

The City of Kingman will accept sealed Bids from qualified firms at the office of the City Clerk at 310 North Fourth Street, Kingman, AZ 86401, until 3:00 PM Local Time on **January 6, 2020 (Monday)** for construction of the 8th Street Underpass Drainage Improvement Project. Bids will be opened and read aloud.

Project Description: The project is located in the vicinity of the intersection of 8th Street and Topeka Street south of Andy Devine Avenue. The work generally consists of furnishing and installing a new detention basin with a Reno Mattress lining, a new wet well and sump pump, 418 linear feet of new guardrail, pavement reconstruction of 115' of 8th Street, 111' of 18" SRP storm drain, 170 linear feet of new concrete channel lining, installation of a 616' long shoulder swale, placement of 125 cubic yards of compacted fill, inlet and outlet modifications to existing drainage culverts along the south side of Topeka Street and miscellaneous related items.

Work shall be completed within 120 calendar days, beginning with the day following the starting date specified in the Notice to Proceed.

For additional information on plan and specification review locations and how to obtain plans and specifications, as well as additional bidding procedures contact:

The City Engineer, (928) 753-8122 or obtain bid documents at 220 N. Fourth Street, City of Kingman Engineering Department Office, Kingman, AZ 86401 or www.cityofkingman.gov

The City will conduct a Pre-Bid Conference at 220 North Fourth Street in the Engineering Department Conference Room, Kingman Arizona on Tuesday December 17, 2019 beginning at 1:30 p.m. local time. Interested bidders are encouraged to attend.

SUPPLEMENT TO ADVERTISEMENT FOR BIDS

Bids must be submitted on the Proposal Form provided and be accompanied by an Unconditional Certified Check, Cashier's Check, or Bid Bond for not less than Ten Percent of the total bid, payable to the City of Kingman, Arizona.

The successful bidder will be required to execute the Standard Form of Contract for Construction within Ten calendar days after formal Award of Contract.

The successful bidder, simultaneously with the execution of the Contract, will be required to furnish a Payment Bond in an amount equal to One Hundred Percent of the Contract Price, a Performance Bond in an amount equal to One Hundred Percent of the Contract Price, and Certificates of Insurance.

Work shall be completed within **one hundred and twenty (120)** calendar days, beginning with the day following the starting date specified in the Notice to Proceed.

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

INFORMATION FOR CONTRACTORS

1. PROJECT DOCUMENTS

The Project Documents consist of the following:

Volume 1p

- Special Provisions
- Subcontractors and Material Suppliers List
- Payment Bond
- Performance Bond
- Bid Bond
- Contractor's Affidavit

Volume 2

- Plans

2. STANDARD SPECIFICATIONS AND STANDARD DETAILS

Attention is called to the fact that the City of Kingman is now operating under the 2017 edition of the Uniform Standard Specifications for Public Works construction, published by the Maricopa Association of Governments (MAG), as amended by the City of Kingman, which is herewith incorporated by reference and made a part hereof. Copies of these Standard Specifications and the MAG Uniform Standard Details (see below) may be obtained from the Maricopa Association of Governments, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona, 85003, Phone (602) 254-6300, FAX (602) 254-6490, or www.azmag.gov.

The City of Kingman is also operating under the 2017 edition of Uniform Standard Details as published by the Maricopa Association of Governments as amended by the City of Kingman. Copies of City of Kingman Specification Amendments, Detail Amendments and Details may be obtained from the City Engineering Department or at <https://www.cityofkingman.gov/government/departments/engineering/standard-specification-and-details>

3. WORK UNDER THIS CONTRACT

The work to be done under this Contract shall include the furnishing of all labor, material, and equipment necessary for or incidental to the construction and completion of all work indicated in the Contract Documents. This consists of, but is not necessarily limited to the construction of new drainage and roadway improvements in the vicinity of the intersection of 8th Street and Topeka Street. The work will include furnishing and installing a new detention basin with a Reno Mattress lining, a new wet well and sump pump, 322 linear feet of new guardrail, pavement reconstruction of 115' of 8th Street, 111' of 18" SRP storm drain, 170 linear feet of new concrete channel lining, installation of a 616' long shoulder swale, placement of 125 cubic yards of compacted fill, inlet and outlet modifications to existing drainage culverts along the south side of Topeka Street and miscellaneous related items.

4. LOCATION OF PROJECT

This project is generally located south of Andy Devine Avenue and north of Topeka Street, approximately 1 mile west of Stockton Hill Road.

T21N, R17W, Section 24 LAT 35°11'12" N, LONG 114°02'44" W

5. PROPOSAL PAMPHLET

Bids shall be made in accordance with the following instructions: Prior to bid submission, bidders shall carefully examine the Plans, read the Specifications, Special Provisions and these Contract Documents, visit the site of the work, fully inform themselves as to all existing conditions and limitations, and shall consider those conditions and limitations in the preparation of their bid.

Bids shall be properly executed on the Proposal and forms provided with the Contract Documents. Numbers shall be stated in figures where so required. The completed forms shall be without interlineations, alterations, or erasures. The Bidder shall sign his proposal and complete all required forms and information. The Specifications Booklet does not need to be turned in with the bid.

Attention is called to the fact that bidders will be responsible for all applicable City and State sales taxes. No separate payment will be made to the Contractor by the City for these taxes.

Bids shall not contain any recaptulations of the work to be done. Alternative proposals will not be considered unless called for. No oral, telegraphic, telephonic, or modified proposals will be considered.

Each bidder shall submit one copy of the executed bid documents on the Proposal and forms provided, signed and sealed with the required security in the Envelope provided, clearly identified with the bidder's name, address, and phone number on the outside of the envelope.

6. CONTRACT AND BONDS

The form of Contract, which the successful bidder as Contractor will be required to execute, and the forms of Performance Bond and Payment Bond which he will be required to furnish are included in the Contract Documents and should be carefully examined by the bidder.

7. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Contract Documents, or finds discrepancies in or omissions from the Plans or Specifications, he may submit to the Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Questions received less than seven working days prior to bid opening time shall not be answered. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents.

8. ADDENDA

Any Addenda issued during the time of bidding, forming a part of the documents purchased by the bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the Contract, and placed within the pages of the Contract Documents, Volume 1. All addenda shall be acknowledged on the Proposal Form at the time of bid submittal.

9. AWARD OR REJECTION OF BIDS

The Contract will be awarded to the lowest responsive, responsible bidder as determined by the lowest Total Bid, who also complies with these instructions and with the Advertisement for Bids. The City however, reserves the right to accept or reject any or all bids if it may deem it best for the public good or to reject the bids of any persons who have been unfaithful or delinquent to any contract with the City of Kingman, and to waive any informality in the bids received. The award, if made, will be within 30 days after the opening of bids.

10. SPECIAL NOTICE

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and the Contractor must employ, as far as possible, such methods and means in carrying out his work as will not cause any interruption or interference to any other contractor or City operations.

11. QUESTIONS ON PLANS AND SPECIFICATIONS

Questions concerning the construction items need to be directed Wayne Welch, Project Manager - telephone (928) 753-8122, fax (928) 753-8118, or email wwelch@cityofkingman.gov

The City of Kingman shall not be held responsible for any oral instructions. Any changes to the Plans and Specifications will be in the form of an Addendum sheet or memo.

12. CITY BUSINESS LICENSE

The Contractor is advised that he is required to have a City Business License, which may be obtained from the City Clerk at 310 North Fourth Street, Kingman, Arizona 86401, Phone (928) 753-5561, FAX (928) 753-6867, for a cost of \$100.00.

13. RELOCATION AND/OR ADJUSTMENT OF EXISTING FACILITIES, SERVICES, AND ACCESS

If relocation or adjustment of existing facilities is noted on the Plans, this is intended to include the relocation or adjustment of items appurtenant to the noted piece of work, just as if they were specifically called out. If these appurtenant items are damaged, broken, or lost during construction, they shall be replaced by the Contractor with items of equal or better quality.

If it becomes necessary to relocate any existing utility lines in order to construct the proposed improvements, these relocations will be done in accordance with MAG Standard Specification 105.6.

14. INDEMNIFICATION & INSURANCE

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its agents, officers, officials and employees from and against all tortuous claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its agents, employees or any tier of Contractor's subcontractors in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any tortuous claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss or use resulting there from, caused by Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. This obligation shall survive termination or expiration of this Contract. The obligation under this section shall not extend to the negligence of the City, its agents, officers, officials, and employees.

The amount and type of insurance coverage as required herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

INSURANCE REQUIREMENTS

The CONTRACTOR, at CONTRACTOR's own expense, shall purchase and maintain the minimum insurance required herein with companies duly licensed to do business in the State of Arizona, possessing a current A.M. Best, Inc. Rating of A- or better.

Said insurance shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. All liability policies shall be written on an occurrence basis form. In the event any insurance policy(ies) required by the Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services.

The CONTRACTOR's insurance shall be primary insurance, and any insurance or self-insurance maintained by the OWNER shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the OWNER.

The policy(ies), except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the OWNER, its agents, officers, officials and employees for any claims arising out of the Contractor's work or service.

Any deductibles and/or self-insured retentions under the policy(ies) shall be waived with respect to the coverage provided to the OWNER under such policy(ies). The CONTRACTOR shall be solely responsible for deductibles and/or self-insured retention and the OWNER, at its option, 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.

The OWNER reserves the right to request and to receive, within 10 working days, certified copies of any or all of the required insurance policies and/or endorsements. The OWNER shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve the CONTRACTOR from, or be deemed a waiver of, the OWNER's right to insist on strict fulfillment of the CONTRACTOR's obligations outlined herein.

The insurance policy(ies), required herein, except the copy of Workers' Compensation, shall name the OWNER, its agents, officers, officials and employees as Additional Insured's and provide a policy endorsement to effect such change to the actual liability policies.

REQUIRED COVERAGE

General Liability

CONTRACTOR shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of the Contract, which coverage will be at least as broad as ISO occurrence form CG 00 01 10 93 or any replacement thereof. The coverage shall not exclude X, C, U.

Said policy shall contain a severability of interest provision, and shall not contain a sunset provision, commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the ISO Additional Insured, Form B, CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contract allows the CONTRACTOR to, or the CONTRACTOR does, sublet or subcontract any part of the work, services or operations awarded to the CONTRACTOR, the CONTRACTOR shall purchase and maintain, at all times pertinent to the work, services or operations under the Contract, an Owner and Contractor's Protective Liability insurance policy for bodily injury, including death, and property damage which may arise in the performance of the CONTRACTOR's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the CONTRACTOR's Commercial General Liability insurance.

Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the CONTRACTOR's owned, hired and non-owned vehicles assigned to or used in the performance of the CONTRACTOR's work. Coverage will be at least as broad as coverage code 1, "any auto" of the Insurance Service Office, Inc. Policy Form COMMERCIAL AUTOMOBILE 00 01 12 93, or any amendments thereto. Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances or materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damages is required under the Contract.

Workers' Compensation

The CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR's employees engaged in the performance of the work or services; 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.

In case any work is subcontracted, the CONTRACTOR will require each subcontractor to provide Workers' Compensation and Employer's Liability to a least the same extent as required of the CONTRACTOR.

CERTIFICATES OF INSURANCE

Prior to commencement of performance under the Contract, the CONTRACTOR shall furnish the City with Certificates of Insurance, and formal additional insured endorsement as required herein, issued by the CONTRACTOR's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required herein are in full force and effect.

All liability policies shall be written on an occurrence basis form. In the event any insurance policy(ies) required herein is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the CONTRACTOR's work or service and such coverage shall be evidenced by the required Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance required herein shall be identified with the name of and/or description of the project.

CANCELLATION AND EXPIRATION NOTICE

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the City.

15. CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

Prior to final payment, the Contractor shall submit an executed copy of the Contractor's Affidavit Regarding Settlement of Claims, using the form provided herein.

16. SPECIAL NOTICE TO WATER LINE CONTRACTORS

The Contractor is advised that the City of Kingman requires three working days advance notice to coordinate the necessary exercising and checking of valves prior to shutting off any water valves for tie-ins.

The Contractor shall review water maps with the Inspector and submit a written request to the Inspector listing the valves that need to be exercised and when they are to be shut off for any tie-ins on his project.

17. NONPERFORMANCE OF WORK TASKS BY THE CONTRACTOR

If the Contractor fails, neglects, or refuses to perform work tasks necessary for the completion of the total job; to replace defective work; or to repair or resurface, in an acceptable manner public right-of-ways disturbed by his work which are a nuisance, a hazard, or which impedes or endangers vehicular traffic and the public, the City may serve written notice upon the Contractor of its intention to have the work performed by others. Unless within three days after the service of such notice, the Contractor has made such arrangement and scheduled the accomplishment of said work tasks to the satisfaction of the City Engineer, the City will proceed to have the work accomplished by others and deduct the costs thereof from amounts due the Contractor.

18. CONSTRUCTION WATER

A hydrant meter is available from the City at no cost to the contractor. The Contractor must request the hydrant meter and complete the necessary paperwork with the Finance Department prior to obtaining it from the Public Works Department. Water used for tests and construction purposes will also be provided by the City at no cost, except that if a repeat leakage test is required due to failure of the pipe installation to meet specifications, the Contractor shall pay the City for the water used, at the City's currently prevailing rates.

19. COMPLIANCE WITH FEDERAL AND STATE LAWS

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

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

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

The City retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the City. The contractor and its subcontractors shall cooperate with the City's random inspections including granting the City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such

papers and records confidential.

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

20. WORK SCHEDULE

It is expected work will be conducted following a normal 8 hours per day, 40 hours per week work schedule. The Contractor shall submit a written request and obtain prior written approval before deviating from such a schedule (Refer to MAG Standard Specifications 108.5).

The Contractor shall conduct the work at all times in such a manner and sequence that will assure the least interference with traffic and inconvenience to the public. The Engineer may require the contractor to finish a section on which work is in progress before work is started on any additional sections, if the opening of such section is essential to the public convenience.

Except in emergencies endangering life or property, permission shall be obtained from the Engineer to perform any work after regular working hours, on weekends, or legal holidays. Prior to the start of such work, the contractor shall arrange with the engineer for the continuous or periodical inspection of the work, surveys, and tests of materials as necessary.

21. UTILITIES

Contractors shall protect all existing underground structures and utilities and cooperate with the Utility Companies in protecting all services. At least two working days (48 hours) prior to commencement of construction, the Contractor shall notify: Blue Stake - 1-800-STAKE-IT

22. PERMITS

The Contractor will obtain no-fee permits from the City Engineering Department prior to the commencement of construction for projects in the City right of way. The Contractor will be responsible for acquiring and paying for any permits required by BNSF Railroad for working in the proximity of Railroad Right of Way. BNSF Road Master: Craig Cole email craig.cole2@bnsf.com Ph 928-853-6892

23. LIQUIDATED DAMAGES

For this project, time is of the essence. Therefore, there will be liquidated damage assessment made for each calendar day, on each phase, the project is not completed after the specified completion date. For each and every calendar day that work of any phase shall remain incomplete after the time specified for the completion of the work in the contract, or as adjusted by the City, the sum per calendar day shown in Table 108-1 of the MAG Specifications, shall be deducted from monies due to the Contractor, not as a forfeit or penalty, but as liquidated damages and added expenses including administrative, inspectors' cost and loss of facility revenue. This sum is fixed and agreed upon between the parties, because the actual loss to the City caused by delay in completion will be impractical and extremely difficult to ascertain and determine.

Final Acceptance means the completion of all items of work, including punch list items.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time fixed for its completion may have been extended, does not operate as a waiver by the City of any rights under this contract.

24. PROJECT SCHEDULE

Prior to commencing construction, the Contractor shall submit a project schedule that identifies major work elements for each project and the approximate time of completion for each. The Engineer shall approve the project schedule before the Contractor proceeds with any work under this contract. See MAG Standard Specification 108.4.

25. TRAFFIC CONTROL

The Contractor shall develop a traffic control plan, and shall be responsible for all costs incurred in its development and implementation. The traffic control plan shall be submitted to, and approved by the city engineer prior to the start of work.

It shall be the Contractor's responsibility to provide the required traffic control devices in order to comply with the latest edition of the Manual on Uniform Traffic Control Devices, adopted by the City of Kingman. **Closure and traffic restrictions of the 8th Street Underpass will have to be coordinated with Police, Fire Department and Emergency Services. Full closure of the 8th Street Underpass must be limited to only necessary instances for street improvement work. Work should be planned around keeping one lane open while using flaggers or other means to keep at least one lane open during construction. Coordination with BNSF Railroad may be necessary at times. BNSF Road Boss contact information: Craig Cole-Ph 928-853-6892.**

26. FINAL INSPECTION AND ACCEPTANCE OF PROJECT

When all work comprised in the Contract has been completed, including clean-up and restoration, the Contractor shall so notify the City in writing, and the City will then make final inspection. When defects, errors and omissions disclosed by the final inspection have been corrected, acceptance will be given in writing; but until such acceptance, the Contractor will be responsible for the work cover by this Contract.

No partial inspections or acceptance of the work under this contract shall be allowed. M.A.G. Specifications, Sect. 105. Final Acceptance section shall govern, except that the date of final acceptance shall be the date of the City Council action on the project.

GENERAL CONDITIONS SUPPLEMENT

1. GENERAL

The City of Kingman has adopted the 2017 Edition of the "Uniform Standard Specifications for Public Works and Construction" and the 2017 Edition of the "Uniform Standard Details for Public Works Construction", sponsored and distributed by the Maricopa Association of Governments. These documents, with City amendments, are incorporated into these Contract Documents by reference.

In the event there is a conflict between one Contract Document and any of the other Contract Documents, the Document highest in precedence shall control and supersede the Document which is contrary to it. The order of precedence of the Contract Documents is as follows:

- First: Supplemental Agreements, the last in time being the first in precedence.
- Second: Contract.
- Third: Plans.
- Fourth: General Conditions Supplement.
- Fifth: Special Provisions.
- Sixth: MAG General Conditions and Standard Specifications Parts 100 through 700, inclusive, and Details, with City Addendums plus ADOT Standard Specifications for Road and Bridge Construction and ADOT Standard Drawings.

2. SUBCONTRACTS

Subcontracts shall be in accordance with MAG Standard Specification 108.2.

3. PRECONSTRUCTION CONFERENCE

Upon receipt of the Notice to Proceed, or at an earlier time if mutually agreeable, the City shall arrange for a preconstruction conference to be attended by the Contractor's superintendent, the City, and representatives of utilities, major subcontractors, and others whose input may be desired.

The purpose of this conference shall be to establish a working understanding between the parties and to discuss the construction schedule, survey schedule, shop drawings, submittals, reviews, cost breakdown of major lump sum items, applications for payment and their processing, and such other subjects as may be pertinent to the contract.

The Contractor will be required to provide the following information:

1. Names and emergency telephone numbers of key personnel involved in the project.
2. Names and contact information of all subcontractors proposed for use on the project.
3. Proposed construction schedule, indicating the time of starting and completion of each major item or phase of the project per the General Conditions Supplement.
4. Construction phasing plan to ensure access to businesses within the project limits will be maintained during the duration of the project. The contractor will be responsible for coordinating work activities with the businesses' hours of operation and updating the businesses of upcoming project activities which may impact them.
5. Proposed payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project.
6. Written proposal outlining the frequency and offset of alignment and elevation stakes, to be mutually agreed upon.
7. Traffic Control plans.

8. Five complete sets of submittals, shop drawings, catalog data, test reports and information in sufficient detail to show complete compliance with all specified requirements shall be furnished covering all contract items.

No field work shall begin until the Contractor's construction schedule and traffic control plans have been reviewed and approved by the City and all required permits and licenses have been obtained.

4. PROJECT MEETINGS

It shall be the responsibility of the Contractor to conduct periodic meetings to be attended by representatives of subcontractors, utilities, the Engineer and other interested parties for the purpose of keeping the project on schedule and to provide for necessary coordination of the work of the various parties. These meetings may be scheduled at the request of the City Engineer.

5. CONTRACTOR'S RESPONSIBILITY AND LIABILITY FOR SUBMITTALS

It shall be the Contractor's responsibility to assure himself that equipment, systems, or materials submitted for use in the work under this Contract are in accordance with the intent of these Contract Documents.

The intent of these Contract Documents is that manufacturers or suppliers of equipment, systems, or material that are named in the text for the item specified and as altered, adjusted, or revised by the manufacturer or supplier to conform to the specific requirements of the Contract Documents will require a certain amount of review to determine compliance and acceptability. The foregoing shall not be interpreted to exclude the equipment, systems, or materials of manufacturers or suppliers who are not named but have a product that is equal to the item as specified. It shall be the responsibility of the Contractor to ascertain that the unnamed product is equal to the item specified. The Contractor shall include with his submittal all information as required by these Contract Documents for the Substitution of Material or Equipment.

Should the Contractor submit equipment, systems, or materials from any manufacturer or suppliers, named or unnamed in the Contract Documents, that deviates from the intent or is non-responsive to the specific requirements of these Contract Documents, then he shall have deducted from periodic payments the costs of evaluating the equipment, system, or material as to its acceptability, and the Contractor shall be liable for said cost whether the items submitted are acceptable or not. Any delay, cost to the Contractor, or rescheduling caused by the evaluation of this equipment, system or material shall be at the Contractor's expense and will not be a reason for an extension of time for Contract completion. Deviations from the intent or non-responsiveness to the specific requirements of the Contract Documents shall include, but not be limited to; equipment, systems, or material that are new on the market, or that have little or no operational experience; equipment, systems, or materials that are untried in the application for which they are intended to be used; equipment, systems, or materials that will require a process change, or that would cause a process to change; equipment, systems, or materials that will require changes or alterations to operational, structural, architectural, mechanical, electrical, or instrumental features.

6. CONSTRUCTION SCHEDULE

The Contractor shall submit a proposed construction schedule at the time of the preconstruction conference, for review and acceptance by the City. The construction schedule shall indicate the time of starting and completion of each major structure or phase of the project and such intermediate phases as will serve for well-defined control points. It shall also indicate the anticipated date of receipt of major items of equipment, and all items of equipment receipt and installation of which is critical to the scheduled progress of the project.

The Contractor shall notify the Engineering Department of the City of Kingman at least two (2) working days before the following events:

- a) Start of construction in order to arrange for inspections to be provided by City Inspection Department.
- b) Construction staking to be provided by the City Surveyor or his authorized representative.
- c) Shutdown of City water or sewer facilities for tie-ins and/or operation of existing water valves.
- d) Commencement of any new phase of construction.

7. SHOP DRAWINGS, SCHEDULES, AND SAMPLES

Shop drawings, layout diagrams, catalog data, test reports, and information in sufficient detail to show complete compliance with all specified requirements shall be furnished to the City Engineer covering but not limited to the items under MATERIAL LIST.

The Contractor, at his own expense, shall make such changes in the required drawings as may be necessary to conform to the Contract Documents. After completion of such checking, verification, and revising, the Contractor shall stamp and sign the drawings indicating his approval and submit the shop drawings and pertinent data for review. Prior to the approval of such drawings, any work which the Contractor may do on the fabrications covered by the same shall be at his own risk, as the City will not be responsible for any expense or delays incurred by the Contractor for changes to make the same conform to the Contract Documents.

8. MATERIAL LIST

- a) Storm Drain Pipe – SRP
- b) Pre-cast Concrete Manhole/Wet Well
- c) Cast Iron Manhole Frame & Cover
- d) Pipe Bedding Materials
- e) Concrete Mix Design
- f) Aggregate Base
- g) AC Mix Design
- h) Cast Iron Inlet Grates & Frames
- i) Sump Pump, electrical panel and control equipment
- j) Reno Mattress
- k) Retaining Wall reinforcement
- l) W-Beam Guardrail
- m) Safety Railing

9. SUBMITTALS

In time for each to serve its proper purpose and function, the Contractor shall submit such schedules, reports, drawings, list, literature, samples, operation and maintenance instructions, directions, certificates of compliance, and guarantees as are specified or reasonably required for construction, operation, and maintenance of the facilities to be built and/or furnished under this Contract and for items called out above under item 8. MATERIALS LIST.

Shop drawings and data shall be submitted to the City Engineer in such number of copies as will allow him to retain four copies of each submittal. The submittal shall clearly indicate the specific area of the Contract

Documents for which the submittal is made. The additional copies received by him will be returned to the Contractor's representative at the job site. Notations of the action which has been taken will be placed on one of these returned copies.

The above drawings, lists, prints, samples, and other data shall become a part of the Contract and a copy of the same shall be kept with the job site Contract Documents, and the fabrications furnished, shall be in conformance with the same. However, the Engineer's review of the above drawings, lists, prints, specifications, samples, or other data shall in no way release the Contractor from his responsibility for the proper fulfillment of the requirements of this Contract nor for fulfilling the purpose of the installation nor from his liability to replace the same, should it prove defective or fail to meet the specified requirements.

10. MATERIAL AND EQUIPMENT SCHEDULES

Drawings of minor or incidental fabricated materials and/or equipment may not be required. The Contractor shall furnish the City Engineer tabulated lists of such fabrications, showing the names of the manufacturers and catalog numbers, together with samples or general data as may be required to permit determination by the Engineer as to their acceptability for incorporation in the work.

11. MILL AND FACTORY TESTS

The Contractor shall furnish the City Engineer in triplicate, certified copies of all required factory and mill test reports to verify material quality and composition. Any materials shipped by the Contractor from a factory or mill prior to having satisfactorily passed such testing and inspection shall not be incorporated in the work, unless the Engineer shall have notified the Contractor in writing that such testing and inspection will not be required. The cost of performing all mill and factory tests shall be paid by the Contractor.

12. REINFORCING STEEL

The Contractor shall supply the City with a copy of all reinforcing steel detail drawings. Any change from the Contract Documents that is made by the Contractor in reinforcing steel shop drawings, as well as in any other shop drawings, shall be called to the City Engineer's attention and specific acceptance, in writing, shall be secured on each such change. Review and acceptance of shop drawings is required on reinforcing steel that is detailed by the Contractor in accordance with the Contract Documents.

13. QUALITY CONTROL

All material shall be new and of the specified quality and equal to the approved submittals and samples. All work shall be done and completed in a thorough, workmanlike manner. It shall be the duty of the Contractor to advise the City of apparent errors or omissions and request instructions before proceeding with the work. The City Engineer may, by appropriate instructions, correct errors and address omissions, which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents.

At the option of the City, materials to be supplied under this Contract may be tested and/or inspected either at their place of origin or at the site of the work. The Contractor shall give the City written notification well in advance of actual readiness of materials to be tested and/or inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the material nor shall it preclude retesting or re-inspection at the site of the work.

Materials which require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection has been completed and evidence of such testing forwarded to the Engineer.

14. TRAFFIC CONTROL

All traffic affected by this construction shall be regulated in accordance with MAG Uniform Standard Specifications for Public Works Construction, Part 400-Right of Way and Traffic Control, Section 401, Traffic Control and the latest Edition of the Manual on Uniform Traffic Control Devices.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. At the same time, the City will designate a representative who will be responsible to see that all traffic control and any alternates are implemented and monitored to the extent that traffic is carried through the work area in an effective manner in order to protect motorists, pedestrians, bicyclists and workers from hazard and accidents.

The following traffic regulations listed below and those shown on the plans are a minimum requirement throughout the project duration:

- A. Permission to restrict or close City Streets shall be in accordance with MAG Uniform Standard Specifications for Public Works Construction.
- B. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings, speed reduction, loose gravel, do not pass signs, business access, etc. in accordance with the above reference manuals.
- C. When construction activities or traffic hazards at the construction site require the use of flagman, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.
- D. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangements should be made with the Kingman Police Department at telephone number (928) 753-8173 (Dave Coffin, KPD Traffic Enforcement), at the expense of the Contractor.
- E. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.
- F. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the above referenced manuals upon prior notification of the Engineer.
- G. The Contractor shall minimize disruption to adjacent business and residential access. Where two or more driveways exist for one parcel, the contractor shall leave one access open and clearly delineated. Business access points shall be clearly marked or signed and the access free from dips or bumps greater than 2 inches.
- H. During inclement weather or when the unpaved roadway is wet, the contractor shall furnish and install aggregate base course 3-inches in depth or greater as needed to provide a smooth, passable surface for the roadway and driveway accesses within the project limits.

The Contractor shall submit a written proposal at the preconstruction conference outlining plans for traffic control including phasing of traffic control and maintaining continuous access to residences and businesses affected by the traffic control of this project.

Any changes to the traffic control plan during construction shall be submitted to the Engineer for approval at least seventy-two (72) hours before implementation.

The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient lights, warning and danger signals and signs and take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes. The Contractor shall maintain all existing traffic signs erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs interfere with construction, the Contractor shall temporarily relocate said signs under the direction of the Inspector. The Contract will re-set all traffic and street signs relocated by the project to permanent locations when the construction is complete.

All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes, and payment for all such services and materials shall be considered as included in the other related pay items of the Contract.

No open trenches shall be permitted overnight where they cross existing pavement. Temporary patches shall be allowed in locations of new pavement placement. These trenches must be patched the same day with either hot mix asphalt, cold mix asphalt, concrete slurry, or plated for nighttime travel.

15. TEMPORARY FACILITIES

The Contractor shall provide all temporary facilities and utilities required for prosecution of the work, protection of employees and the public, protection of the work from damage by fire, weather or vandalism, and such other facilities as may be specified or required by any legally applicable law, ordinance, rule, or regulation.

The Contractor shall locate his office and shops, storage areas, employee parking, and other support activities in the Contractor's yard area as accepted by the Engineer.

16. TEMPORARY UTILITIES

ELECTRICAL SERVICE

The Contractor shall arrange with the local utility to provide adequate temporary electrical service at a mutually agreeable location. The contractor shall then provide adequate job site distribution facilities conforming to applicable codes and safety regulations. The Contractor shall provide, at this own cost, all electric power required for construction, testing, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities.

WATER

The contractor shall pay for and shall construct all facilities necessary to furnish water for his use during construction. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water. Water for construction purposes must be free of impurities that would be detrimental in the construction process.

TEMPORARY LIGHTING

The Contractor shall provide temporary lighting in all work areas sufficient to maintain a lighting level during working hours not less than the lighting level required by OSHA standards.

HEATING AND VENTILATION

The Contractor shall provide means for heating and ventilating all work areas as may be required to protect work from damage by freezing, high temperatures, weather, or to provide a safe environment for workers. Heating may be by steam coils, vented or unvented direct fired heaters, or remote heating facilities except that unvented direct fired heaters shall not be used in any area where freshly placed concrete will be exposed to the combustion gasses, until at least two hours after it has attained its initial set.

SANITARY FACILITIES

The Contractor shall provide suitable chemical toilets or water closets for use of employees on this work. At the end of the job, such toilets shall be removed completely.

ACCIDENT PREVENTION

The Contractor shall comply with all applicable provisions of MAG Section 107, with the following changes: In Paragraph 107.5, **SAFETY, HEALTH AND SANITATION PROVISIONS**, the words "Maricopa County" shall be deleted, and the words "Mohave County" substituted. In the second paragraph, the words "or as the Engineer may determine" shall be deleted.

CONSTRUCTION FACILITIES

All construction hoists, elevators, scaffolds, stages, sheeting, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and/or move the loads to which they will be subjected. All railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.

TEMPORARY ENCLOSURES

When sandblasting, spray painting, spraying of insulation, or other similar activities are in progress the work area shall be enclosed adequately to contain the dust, overspray, or other potential hazard.

WARNING DEVICES AND BARRICADES

The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of the Occupational Safety and Health Administration and the Manual on Uniform Traffic Control Devices.

PROTECTION OF EXISTING ITEMS

The Contractor shall protect all existing structures, trees, shrubs, and other items on the project site that are to be preserved, by substantial barricades or other devices commensurate with the hazard, from injury or destruction by vehicles, equipment, workmen, or other agencies.

PROJECT SECURITY

The Contractor shall make adequate provision to protect the project and Contractor's facilities from fire, theft, and vandalism, and the public from unnecessary exposure to injury.

17. STOCKPILE OF MATERIALS

The Contractor may, if approved by the City, place or stockpile materials in the public right-of-way provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained. No material, when stockpiled shall alter in any way the existing drainage pattern. If on private property, please provide written permission from the owner of the property being used.

18. EXCESS MATERIAL

When excavations are made, resultant loose earth shall be utilized for filling by compacting in place or disposed of off the site.

Excess or unsuitable materials, broken asphaltic concrete and broken Portland cement concrete excavated from the project site shall be removed from the project and disposed of by the Contractor. Disposal of material within the Kingman City Limits or Planning Area must be approved by the City.

Waste material shall not be place on private property without express written permission of the property owner. A grading permit may be required for the placement of this material.

The Contractor at all times shall keep the premises free from accumulations of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris, rubbish, loose concrete, lumber, wire reinforcing and other materials not incorporated in the work. The Contractor shall provide for the legal disposal of all waster products, debris, etc., and shall make necessary arrangements for such disposal.

19. SPECIAL CONTROLS

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other agencies under his control.

DUST CONTROL

The Contractor shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by his operations in connection with this Contract; and on any unpaved road which the Contractor or any of his subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to the Health or Environmental Control Agency having jurisdiction.

NOISE ABATEMENT

In inhabited areas, particularly residential, operations shall be performed in a manner to minimize unnecessary noise generation. In residential areas particular consideration shall be given to noise generated by repair and service activities during the night hours (Refer to MAG Standard Specification 108.5).

DRAINAGE CONTROL

Excavation, fill, and grading operations shall be performed so as to disturb the pre-existing drainage patterns as little as possible. Drainage water shall not be diverted onto private property or into streets or drainage ways inadequate for the increased flow.

20. PROJECT CLOSEOUT

It is the intent of these Contract Documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use.

CLEANUP

Throughout the period of construction the Contractor shall keep the work site clean and free of all rubbish and debris, and shall promptly remove from any portion of the site, or from property adjacent to the site of the work, all unused materials, surplus earth and debris. Upon completion of the work and prior to final acceptance the Contractor shall remove from the vicinity of the completed work all plant, surplus material, and equipment belonging to him or used under his direction during construction.

WASTE DISPOSAL

The Contractor shall provide for the disposal of all surplus materials, waste products, debris, etc., and shall make necessary arrangements for such disposal. The Contractor shall obtain written permission from property owner(s) prior to disposing of any surplus materials, waste products, or debris on private property. Copies of such written permission shall be furnished to the City prior to disposing of any materials on private property.

The City Engineer will not authorize the filling of ditches, washes, drainage ways, etc., which may in his opinion create drainage problems.

The Contractor shall maintain the disposal site(s) in a reasonable condition of appearance and safety during the construction period.

PROJECT RECORD DOCUMENTS

The Contractor shall maintain at the site, available to the City representative, one copy of all Drawings, Specifications, Addenda, accepted Shop Drawings, Change Orders and other modifications in good order and marked to record all changes made during construction. Record drawings shall be kept legible and current and shall show all changes in a contrasting, reproducible color. When the project is substantially complete, the Contractor shall submit these plans to the City Engineer for acceptance. The City Engineer shall be the sole judge as to the acceptability of the record plans. Receipt of an acceptable set is a prerequisite for final payment.

TOUCH-UP AND REPAIR

The Contractor shall touch up or repair all finished surfaces on structures, equipment, fixtures, or whatever, that have been damaged prior to final acceptance, Surfaces on which such touch-up or repair cannot be successfully accomplished shall be completely refinished or in the case of hardware and similar small items, the item shall be replaced.

GUARANTEE

The Contractor shall guarantee the work done on this project for one (1) year after project acceptance against faulty materials, faulty workmanship and failure to meet the requirements of the Specifications. Guarantee shall also apply to the sections of new yard lines completed for this project. Said guarantee by the Contractor shall not apply to damage caused by earthquakes or other acts of God, land subsidence, faulty operations or any abuse on the project by others. Project acceptance is done by City of Kingman whereby all remaining retentions are released to the Contractor and the City officially approves the project and takes over maintenance responsibility.

21. PROTECTION OF EXISTING UTILITIES

Contractors shall protect all existing underground structures and utilities and cooperate with the Utility Companies in protecting all service lines. Forty-eight (48) hours prior to commencement of construction, the Contractor shall notify: Blue Stake (1-800-STAKE-IT).

A reasonable attempt has been made to locate existing utility mains as shown on the construction plans. The Contractor shall make his own investigations, including exploratory excavations, to determine the actual locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes on or adjacent to the site of work.

For the purpose of this section, "Utilities" are defined as including water, sewer, gas, electric, telephone, fiber optic, cable television, signalization conduit/cables, coal slurry, storm drain, and irrigation lines.

In most cases, existing individual or house service utility lines are not shown on the Plans. It shall be the Contractor's responsibility to locate and protect these individual or house services. If, due to the Contractor's operations, any of these lines are damaged, he shall repair or replace these lines in a manner satisfactory to the owner of the utility at no extra cost to the City. The cost of location, protection, and working around these individual or house service utility lines shall be included in the Contractor's bid for the work under this Contract.

If the locations of any underground utilities not shown on the plans cause changes to be made in the plans and specifications resulting in extra expense to the Contractor, adjustment in payment may be negotiated with the Contracting Officer. However, no payment shall be made unless significant changes in the plans or specifications are required.

22. SURVEY CONTROL POINTS AND MONUMENTS

Existing survey monuments indicated on the Plans or found during construction shall be protected by the Contractor. In the event removal of monuments is necessary, removal and replacement shall be performed by permission of the City Engineer, under direct supervision of the City Engineer or his authorized representative. Survey monuments shall be constructed to conform to the requirements of City of Kingman Standard Specification Sections 400 and applicable Standard Details.

23. PAYMENTS TO CONTRACTOR

Payments will be made on the basis of itemized statements provided by the Contractor and shall be submitted with an updated progress schedule in accordance with the Contract Agreement, the Standard Specifications and these General Conditions.

Three copies of itemized statements for completed work items must be submitted to the City of Kingman who will review the statements and determine the acceptability of the payment request. The City will process partial payments once a month and payment will be made within 30 days of invoice receipt.

The City will retain a percentage of the amount of each estimate until final approval of improvements and final payment, in accordance with MAG Standard Specification 109.7.

24. SUSPENSIONS OF WORK

The City reserves the right to suspend the work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the Contract time in accordance with MAG Standard Specification 108.7.

25. CONSTRUCTION SURVEYING AND LAYOUT

The City Surveyor will provide Construction Surveying and layout in accordance with City of Kingman Standard Specification Section 400. The Contractor shall give the City a minimum of two (2) working days prior notice when he expects to require field staking.

26. STORM WATER CONSTRUCTION PERMIT

This project is subject to the terms and conditions of the Arizona Pollutant Discharge Elimination System (AZPDES) General Permit No. AZG2008-001 for storm water discharge from construction activities as administered by the Arizona Department of Environmental Quality (ADEQ). Under the conditions of this permit, the Contractor shall be responsible for providing necessary materials; taking appropriate measure to ensure removal of additional sediment generated in storm water runoff from the project (relative to pre-project sediment levels) and completing the Notice of Intent (NOI) to be covered under AZPDES at the beginning of the project and the Notice of Termination (NOT) of coverage under AZPDES at the completion of the project. All Subcontractors must comply with AZPDES requirements under the supervision of the Contractor.

Details and applications for this coverage under the AZPDES can be obtained from
<http://www.azdeq.gov/enviro/water/permits/azpdes.html>

No separate measurement or payment will be made for all work associated with obtaining, implementing, monitoring and closing out said permit the cost of which is considered included in other bid items of work.

27. CHARACTER AND STATUS OF WORKMEN AND WORKMANSHIP

None but skilled foremen and workmen shall be employed on work requiring special qualifications. The Contractor shall be responsible for assuring the legal working status of its employee and its subcontractor's and shall be employ only such superintendents, foremen and workmen as are careful, competent and skilled.

The methods, equipment and appliances used on the work shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the time limit specified. Except as is otherwise specified, the Contractor's procedure and methods of construction may, in general, be of his own choosing, provided they follow best general practice and are calculated to secure results which will satisfy the requirements of the plans and specifications.

The work covered by this Contract shall be carefully laid out in advance and preform in a manner to minimize interference with normal operation and utilization of the roads. The Contractor shall exercise caution during the course of this construction work to avoid damage to all existing or possible unknown existing underground utilities. He shall conduct his construction operations in such a manner as to avoid injury to his personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

SPECIAL PROVISIONS

1. STANDARD SPECIFICATIONS AND DETAILS

The provisions of the 2017 Edition of the MAG Uniform Standard Specifications and Details for Public Works Construction along with the 2017 revisions and City of Kingman Addendums to the MAG Specifications and Details, which are not altered or modified by the Drawings or by these Special Provisions or by any subsequently issued Addendum, shall apply to the Contract even though the Contractor's attention is not specifically drawn to such provisions.

2. GENERAL

Work under this contract includes furnishing, installation and testing of a new detention basin with a Reno Mattress lining, a new wet well and sump pump, 322 linear feet of new guardrail, pavement reconstruction of 115' of 8th Street, 111' of 18" SRP storm drain, 170 linear feet of new concrete channel lining, installation of a 616' long shoulder swale, placement of 125 cubic yards of compacted fill, inlet and outlet modifications to existing drainage culverts along the south side of Topeka Street, and all other necessary accessories for a complete, operable system capable of performing its intended functions and ready for use.

3. PROPOSAL QUANTITIES

It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and materials to be furnished under this Contract, which have been estimated as stated in the Proposal, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the proposals offered for work under this Contract; and the Contractor further agrees that the City of Kingman will not be held responsible if any of the quantities shall be found incorrect. The Contractor will not make any claim for the damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole of any part of work in accordance with the Specifications and Plans herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damage or compensation except as may be provided in this Contract.

4. TRAFFIC CONTROL

All traffic affected by this construction shall be regulated in accordance with MAG Uniform Standard Specifications for Public Works Construction, Part 400: Right-of-Way and Traffic Control, Section 401, Traffic Control. It shall be the Contractor's responsibility to provide the required traffic control devices in order to comply with the latest Edition of the Manual on Uniform Traffic Control for this project. The Contractor shall submit a Traffic Control Plan at the preconstruction conference outlining the type and locations of traffic control devices for each phase of this project and how to maintain continuous access to residences and businesses affected by this project.

Existing temporary or permanent traffic markings will be removed by abrasive blasting, high-pressure water jet, or grinding, subject to the approval of the Engineer, to the fullest extent possible that does not damage the surface texture of the pavement. Contractor will not paint or mark over existing striping.

No open trenches shall be permitted overnight where they cross existing pavement. Temporary patches shall be allowed in locations of new pavement placement. These trenches must be patched the same day with either hot mix asphalt, cold mix asphalt, concrete slurry, or plated for nighttime travel.

Permission to restrict or close City streets shall be requested in accordance with MAG Uniform Standard Specifications for Public Works Construction.

5. SUBSURFACE INVESTIGATION

No soil borings have been performed at the project site.

If bidders desire to make their own soils investigations, they shall obtain necessary permits from the City of Kingman.

6. PROTECTION OF EXISTING STRUCTURES

The Contractor, especially in blasting or in the use of heavy equipment, shall protect existing power lines, roofs, buildings, other structures, and utilities.

7. ROCK EXCAVATION

The Contractor is hereby notified that excavation in some areas may be in rock. There is no separate pay item for such excavation, and the cost thereof shall be included in the unit price bid for the associated work item. The City makes no claims as to the suitability of trenching conditions for this project. No soil sampling, boring or logging has occurred. The Contractor is encouraged to make his own investigation of subsurface conditions prior to submitting his bid.

8. TRENCH EXCAVATION, BACKFILLING AND COMPACTION

Trench excavation, backfilling and compaction shall conform to all applicable provisions of MAG Standard Specification Section 601 and City of Kingman Detail 200-1. Mechanical compaction shall be used to achieve the required minimum densities per MAG Standard Specifications Table 601-2. Bedding and shading material shall be tested to insure compliance with size and granular material requirements (MAG Standard Specifications and City of Kingman Addendums at the contractor's expense and provided to the City prior to its use.

The Contractor shall perform soils tests at his cost to demonstrate conformance to the specified requirements. Additional tests may be required as deemed necessary by the City of Kingman Engineering Representative. Trench bedding and shading material shall extend 12 inches above the crown of the pipe and shall be mechanically compacted in lifts no less than six inches.

Unit costs should include all work necessary to perform the tasks required to complete the work as indicated on the Plans and specified herein; including, but not limited to excavation, backfilling, sheeting, shoring, dewatering, and any other work of a temporary nature not a part of the permanent work or improvement.

9. QUALITY CONTROL, TESTING AND INSPECTION

All materials used in the Work shall be new and unused, unless otherwise noted or specifically approved by the City, and shall meet all quality requirements of the Contract Documents.

All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

The Contractor will select a pre-qualified City or Independent Testing Laboratory and will pay for Quality Control testing. City will provide Quality Assurance (QA) testing at its own expense where and as it deems necessary. Copies of all Quality Control test reports shall be provided to the City contemporaneously with their presentation to the Contractor or subcontractor to the Contractor.

When the first and subsequent tests (including Quality Assurance testing) indicate noncompliance with the Contract Documents, the cost to correct that noncompliance and any further testing demonstrating compliance after correction shall be paid for by the Contractor.

When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

The Contractor will cooperate with the Owner's selected QA testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

At the option of the City, materials may be approved at the source of supply before delivery is started.

Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of the Contractor to coordinate and to comply, unless otherwise provided in the Contract Documents.

The Contractor's convenience and quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor.

It shall be the responsibility of the Contractor to accomplish the specified compaction for backfill, fill, and other earthwork. It shall be the responsibility of the Contractor to control his operations by confirmation tests to verify and confirm that he has complied, and is complying at all times, with the requirements of these Specifications concerning compaction, control, and testing.

The frequency of Contractor's confirmation tests shall be not less than as required by MAG Specifications and Details along with the City of Kingman Addendums to the MAG Specifications and Details. The Contractor shall demonstrate the adequacy of compaction equipment and procedures.

Until the specified degree of compaction to the previously specified amounts of earthwork is achieved, no additional earthwork of the same kind shall be performed.

After satisfactory conclusion of the initial compaction demonstration and at any time during construction, earthwork which does not comply with the specified degree of compaction shall be removed and recompacted.

If compaction fails to meet the specified requirements, the Contractor shall remove and replace the backfill at proper density or shall bring the density up to specified level by other means acceptable to the Engineer. Subsequent tests required to confirm and verify that the reconstructed backfill has been brought up to specified density shall be paid by the Contractor. The Contractor's confirmation tests shall be performed in a manner acceptable to the Engineer. Frequency of confirmation tests for remedial work shall be double that amount specified for initial confirmation tests.

10. COORDINATION WITH UTILITIES

The contractor shall closely coordinate the construction activities related to this project with the private utility companies to prevent damage to existing facilities and ensure continued utility service through-out the construction period. Utility Company Contacts are as follows:

UNISOURCE ENERGY ELECTRIC
2498 Airway Ave., Kingman AZ
P.O. Box 3099, Kingman, AZ 86402
Mr. Marvin Yarbrough: 928-681-8928

FRONTIER COMMUNICATIONS
3405 Northern Ave., Kingman, AZ
P.O. Box 3609, Kingman, AZ 86402
Mr. Marc Loreque: 928-757-0273
Ms. Brenda Weigersma: 928-757-0271

UNISOURCE ENERGY GAS
2498 Airway Ave., Kingman, AZ
Mr. Frank Perea: 928-681-6508
Mr. Jeff Fjield: 928-681-6503

SUDDENLINK CABLE
2900 Airway Ave., Kingman, AZ
Mr. Jay Rodriguez: 928-201-7227

KINGMAN MUNICIPAL WATER & SEWER SYSTEM
3700 E. Andy Devine Ave., Kingman, AZ
Mr. Rob Owen, Director of Public Works: 928-757-7467

11. STORM DRAIN CONSTRUCTION AND PIPE MATERIALS

Storm drain construction shall proceed from the lowest point and proceed in the upstream direction, and shall conform to MAG Standard Specifications Section 621. Storm drain trenching and backfill operations shall conform to MAG Standard Specification Section 601.

Storm drain pipe materials shall be galvanized steel, spiral rib pipe (SRP) conforming to AASHTO M-36 and reinforced concrete pipe (RCP) conforming to ADOT Standard Specification Section 1010-6. The external coating and internal lining for SRP shall be in accordance with AASHTO M-190 and MAG Standard Specification Section 760. The RCP shall be Class II (D-Load = 900 lb/ft/ft), and shall be installed in conformance to ADOT Standard Specification Section 501-3.03D.

Storm drain installation shall include locating tape. Storm drain locating tape shall be an inert polyethylene plastic that is impervious to all known alkalis, acids, chemical reagents and solvents likely to be encountered in the soil. The tape shall be a minimum of 4.0 mils thick, 3 inches wide and contain a minimum thickness of 1/3 mil metallic foil or two embedded copper wires. The tape shall be green and printed with the words, "CAUTION: STORM DRAIN LINE BELOW" or similar wordings printed in black lettering continuously along the entire length. Lettering shall be a minimum 1 1/2 inches high. Spacing between the individual words of the message shall not exceed three inches. Locating tape shall be installed with the printed side up, directly above the pipe, parallel to the centerline, and buried 24 inches below the finished surface grade. The backfill shall be sufficiently leveled so that the tape is installed on a flat surface. Care shall be exercised to avoid displacement of the tape and to ensure its integrity.

12. WET WELL & SUMP PUMP INSTALLATION AND POWER SUPPLY

Wet well, vault, sump pump and electrical control equipment shall be installed in strict conformance with the project plans and all manufacturers details and instructions. It shall include all materials to deliver a complete and operational system as specified in the plans. This includes 6"x6" Wireway, Transformer and Panel, Pump Control Panel, Main Disconnect Switch, Utility Meter Socket and Equipment Rack and all associated materials and wiring. Testing of control equipment float switches and alarm settings shall be tested and verified by the engineer prior to project completion.

13. HANDRAIL (SAFETY RAILS)

Safety rails per MAG Std. Detail 145 Type 2 shall be installed as shown on the project plans. Paint rail per Section 530. (Paint color: Toasty). Grout pack as necessary to level rails.

14. RENO MATTRESS INSTALLATION

Detention basin grading shall be completed utilizing rubber-tired equipment only and shall not include compaction of exposed native soils prior to Reno Mattress installation. The Reno Mattress shall be 6" thick (Mccafferri Geomac or approve equal) www.maccafferri.com. The Reno Mattress shall be 6" thick (MccafThe Reno Mattress installation shall be performed in strict conformance with manufacturers' details and instructions and shall include rock as specified by the manufacture.

16. PAVEMENT REPLACEMENT

Pavement shall be saw cut, removed and replaced at the locations shown on the plans or as otherwise directed by the Engineer.

The full depth of the existing pavement section shall be sawcut and removed to the limits indicated on the plans. Existing asphalt pavement and existing aggregate base materials shall be removed and disposed of. After removal of the existing aggregate base, contractor shall remove all existing soil and gravel and grub area to depth of new pavement section. New base shall be placed at the depth called for in the plans and compacted per MAG Specifications. Contractor shall haul away debris, square all corners and edges.

Pavement replacement shall be in accordance with MAG Standard Specifications Section 336. The pavement section for the pavement replacement shall be 3 inches of asphalt over 6 inches of aggregate base. The seal coat or deposit in lieu of seal coat as called for in MAG Standard Specification 336.2.4 (second and third paragraphs) is not applicable.

Asphalt concrete pavement shall conform to MAG Standard Specifications Section 710 for a ½” mix and ¾” mix. Copies of the mix design shall be submitted to the Engineer for approval prior to commencement of paving. The asphalt concrete pavement shall be compacted to not less than 95 percent of the maximum density of the material.

Saw-cutting of asphalt pavement shall be per MAG Standard Specifications 336.2.2.

MEASUREMENT AND PAYMENT

GENERAL

The method of measurement and payment for the various items comprising the completed work are as follows: Payment shall be compensation in full for the furnishing of all overhead, labor, material, tools, equipment, and appurtenances necessary to complete the work in a good, neat, and satisfactory manner as indicated on the Plans or as specified, including but not limited to all connections, testing, painting, cleanup, and related work. Each item, fixture, piece of equipment, etc., shall be complete with all necessary connections and appurtenances for the satisfactory use and/or operation of said item. No additional payment will be made for work related to each item unless specifically noted. Measurement will be of the completed work installed and in place with no allowance for waste.

Payment for materials on hand may be made when invoices from the supplier are submitted and materials are verified as being on site, per MAG Standard Specification 109.

The unit prices called out in the Contract shall include all incidental or contingency work, materials, equipment, services, labor, warranties, etc. required to provide, install, remove or replace pertinent items complete, in place, and operational as indicated or directed by the Plans and Contract Documents. Any items not listed on the Proposal are considered incidental to the items listed. No additional compensation beyond the bid total amount will be permitted for failure to completely ascertain all aspects of the project.

Measurement and payment for all pay items in the Contract shall be as indicated in the applicable portions of MAG Standard Specifications, unless specifically called out herein.

AGGREGATE BASE

There will be no separate payment for furnishing, placing and compacting the aggregate base. Costs associated with this work shall be included in the contract unit price bid for pavement replacement.

SAWCUT EXISTING ASPHALT PAVEMENT

There will be no separate payment for sawcutting existing asphalt pavement. Costs associated with this work shall be included in the contract unit price bid for pavement replacement.

REMOVAL OF EXISTING ASPHALT PAVEMENT

There will be no separate payment for the removal and disposal of asphalt pavement. Costs associated with this work shall be included in the contract unit price bid for pavement replacement.

LANDSCAPE REPLACEMENT

There will be no separate payment for removing and replacing landscape items within the construction limits or for the connection of the yard line to the new water services. Costs associated with this work shall be included in the contract unit price bid for other related items.

CONNECTION TO EXISTING MANHOLES

There will be no separate measurement and payment for connecting to existing manholes. Costs for this item shall be included in the cost of related items in the bid proposal.

TRAFFIC CONTROL

There will be no separate payment for providing, erecting and maintaining necessary and adequate devices for the protection of the work, the workmen and the traveling public, nor for the labor involved in the applications of any traffic control measures as required and specified in the General Conditions and Special Provisions. Costs associated with this work shall be included in the unit cost for related items.

STORM DRAIN PIPE

Measurement for payment for storm pipe will be by the linear feet of pipe installed, measured along the center line of pipe from center of manhole to center of manhole, with no deduction for manholes. Payment will be made at the contract unit price per linear foot of the various types and sizes of sewer pipe installed. Such payment will be compensation in full for furnishing and installing the pipe, complete and in place, including all clearing and grubbing, excavation, handling and storage of pipe, removal of obstructions, drilling and blasting, shoring and bracing, bedding, A.B.C., CLSM, native backfill, backfilling and compaction, maintenance of traffic, flushing, testing and clean-up.

PAVEMENT REPLACEMENT

Measurement for payment for pavement replacement will be by the square yard of pavement replaced, and will be calculated per MAG Standard Specification 336.4. Payment as described above will be compensation in full for saw-cutting the pavement edges, subbase preparation, furnishing, placing and compacting base material or placing slurry backfill and the asphaltic concrete. Pavement replacement for water line trenches, sewer line trenches and sewer service trenches shall also include one sack ABC slurry in accordance with City of Kingman Standard Detail 200-1, Type "A". The cost of the slurry shall be included in this item.

If additional pavement replacement other than the quantities called out on construction plans is required, the City may elect to have City forces install the additional pavement.

MISCELLANEOUS

There will be no separate payment for miscellaneous items such as: bond expenses, sales tax, permits, materials testing, drainage restoration and replacement; traffic sign removal and relocations or salvage, relocations or repair of any items unavoidably damaged, destroyed, or moved as a result of construction, saw-cutting and removal or repairs of existing pavement, sidewalks, curbs and gutters, aprons, valley gutters, handicap ramps not called for on the plans but damaged by the Contractor's operations; repairs of existing utility service lines; grading areas behind sidewalks, removal and disposal of existing concrete, asphalt pavement or excess soil material, saw-cutting of A.C. driveways, required traffic control measures, coordination with utility companies,

disposal of waste materials, or project cleanup. The cost of these items shall be included in bid prices for related items in the Bid Schedule.

There will be no separate payment for compaction control and testing or testing verifying quality and specifications of materials used on this project as outlined in the Special Provisions. The cost associated with this work shall be included in bid prices for related items.

PROJECT FORMS

CITY OF KINGMAN
KINGMAN, ARIZONA

ENG16-0021, 8th STREET UNDERPASS
DRAINAGE AND ROADWAY IMPROVEMENTS

PROPOSAL

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

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

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

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

Agrees that upon receipt of Notice of Award from the City of Kingman, he will execute the Contract Documents within ten calendar days of the date of the Notice of Award.

Work shall be completed within One Hundred Twenty (120) consecutive calendar days, beginning with the day following the starting date specified in the Notice to Proceed, and including suspension of Contract Time while the City obtains ADEQ approvals.

PROPOSAL

This proposal is submitted by _____, a corporation organized under the laws of the State of _____, a partnership consisting of _____; or individual trading as _____; of the City of _____, and is the holder of current Arizona State Contractors License Classification _____ License No: _____.

Respectfully Submitted:

_____ Firm

_____ Address City State Zip

_____ Phone Fax

_____ By (Officer and Title)

Date: _____

ATTEST:

_____ Officer and Title

_____ Witness of Bidder if an Individual

BID SCHEDULE

ENG16-0021, 8TH STREET UNDERPASS, DRAINAGE AND ROADWAY IMPROVEMENTS

The undersigned proposes and agrees to furnish any and all required labor, material, construction equipment, transportation and services for the construction of Project ENG16-0021 in strict conformity with the Plans, Specifications, and Special Provisions, for the following unit prices:

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EXTENDED COST
1	2" Schedule 40 PVC conduit per COK S.D. 200-1	300	LF		
2	4" DR15.5 HDPE Pipe per COK S.D. 200-1	100	LF		
3	18" Spiral Rib Pipe	111	LF		
4	Pre-Cast Wet Well, Sump Pump, control equipment, electric panel, cabinet, float switches	1	EA		
5	Conduit, Conductor Wire, trenching (inclusive of all costs and materials to run power from the service stub to control cabinet	1	LS		
6	Concrete Trash Rack Inlet Structure, MAG S.D. 502	1	EA		
7	6" thick Reno Mattress w/ integrated filter fabric liner (Maccaferri GeoMac or equal) & Rock Riprap per Reno Mattress Specification (Approximately 240 CY rock)	1430	SY		
8	Rock Riprap (D50=6") per MAG Sect. 703	37	CY		
10	Filter Fabric liner (Mirafi 180N or equal) for rock riprap	110	SY		
11	6" Concrete Channel Lining/Bank Protection	2440	SF		
12	6" Reinforced Concrete Equipment Pad	64	SF		
13	3" AC/6" ABC Pavement Replacement (includes removal of existing pavement and base	646	SY		
14	Concrete Survey Marker Base, Type B per MAG S.D. 120-1	1	EA		
15	5' High Reinforced Concrete Head Wall Per MAG S.D. 501	44	LF		
16	Type A W-Beam Guardrail G-4(2W) per ADOT Std. C-10.01 & C-10.03	418	LF		
17	Chain Link Fence with two man gates per MAG S.D. 160	36	LF		
18	Safety Railing Type 2 Per MAG S.D. 145 (color: "Toasty")	36	LF		
19	Remove Existing Headwall	32	LF		
20	Roadway Striping and Signage per Plan Sheet E07 (Remove and Salvage Existing Signs in Conflict with Plan Sheet E07)	1	LS		
21	Excavation for Basin, Swale and Concrete Channel	2064	CY		
22	Traffic Control	1	LS		
23	Bollard, Type 1 (MAG S.D. 140)	2	EA		
24	Hazard Markers, Type 2 (MAG S.D. 141)	6	EA		
TOTAL COST FOR ENG16-0021					\$

Please Confirm all math calculations and the total bid amount.

Total Bid (Numbers)

\$ _____

Total Bid (Words)

CONTRACT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 2020, by and between the *City of Kingman, County of Mohave*, State of Arizona (hereinafter called the “CITY”) acting herein by the *Mayor of the City of Kingman*, hereunto duly authorized, and _____ (hereinafter called the “CONTRACTOR”) acting herein by hereunto authorized.

WITNESSETH THAT:

The CITY desires to implement construction of the 8th Street Underpass Drainage Improvements under the direction of the CITY desires to engage the CONTRACTOR, who is licensed by the State of Arizona Registrar of Contractors, to render certain services in connection with its Project.

NOW, THEREFORE the parties do mutually agree as follows:

1. Work

CONTRACTOR shall complete all work as specified or indicated in the contract documents. The project is located The project is located in the vicinity of the intersection of 8th Street and Topeka Street south of Andy Devine Avenue. The work generally consists of furnishing and installing a new detention basin with a Reno Mattress lining, a new wet well and sump pump, 418 linear feet of new guardrail, pavement reconstruction of 115’ of 8th Street, 111’ of 18” SRP storm drain, 170 linear feet of new concrete channel lining, installation of a 616’ long shoulder swale, placement of 125 cubic yards of compacted fill, inlet and outlet modifications to existing drainage culverts along the south side of Topeka Street and miscellaneous related items.

2. Access to Information

It is agreed that all information, data reports, records and plans are existing, available and necessary for carrying out of the work outlined above have been furnished to the CONTRACTOR by the CITY and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the CITY and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described in the Contract and this addendum.

3. Project Manager - Administration

The CITY will manage the project. The project manager shall be empowered to perform all administrative functions as required for management of the project.

4. ENGINEER

The Project has been designed by *the City of Kingman* who is hereinafter called ENGINEER and who is to act as the CITY’s representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the contract documents in connection with completion of the work in accordance with the contract documents.

5. Contract Times

The work will be completed and ready for final payment within **120 calendar days** in accordance with the General Conditions. Time commences to run as provided in *the General Conditions, beginning one day after issuance of the Notice to Proceed.*

6. Liquidated Damages

CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the work is not completed within the times specified in paragraph 5 above, plus any extensions thereof allowed in accordance with the General Conditions Supplement. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the CITY if the work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty and as allowable by

MAG Sec. 108) CONTRACTOR shall pay the CITY for each day that expires after the time specified in paragraph 5 above for final completion until the work is complete and ready for final payment

7. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed:

\$ _____ Originals of the Applications for Payment are to be submitted to:

*The City of Kingman-Attention: Wayne Welch,
220 N. Fourth St. Kingman, AZ 86401*

The ENGINEER/CITY shall review and verify the percentage, progress and quality of work completed. The CITY shall verify compliant completion of all necessary documentation.

The CITY and CONTRACTOR mutually agree that the CITY will make a progress payment based on a duly certified (by ENGINEER and PROJECT MANAGER) and approved (by a duly authorized representative of the CITY) estimate of the work covered by the corresponding Application for Payment, subject to those conditions stipulated below, in the General Conditions and in other parts of the contract documents.

Until the aggregate value of the duly certified and approved Applications for Payment equals fifty percent (50%) of the contract price (i.e. 50% completion), the CITY will make payments in the amount equal to 90% of work completed (i.e. City will retain 10% of each estimate as additional guarantee for complete performance of the work), less the aggregate of payments previously made and less such deductions as ENGINEER or CITY determines are appropriate to cover claims requiring a greater sum to be retained.

Upon fifty percent (50%) completion, one-half of the amount retained under the 10% retainage provision shall be paid to CONTRACTOR, provided CONTRACTOR is making satisfactory progress on the work and there is no specific cause or claim requiring a greater amount to be retained. After fifty percent (50%) completion, the CITY will retain five percent (5%) providing CONTRACTOR is making satisfactory progress, coupled with such deductions as ENGINEER or CITY determines are appropriate to cover claims requiring a greater sum to be retained. If at any time, the CITY, with the advice of the ENGINEER, determines satisfactory progress is not being made, ten percent (10%) retainage shall be reinstated for all subsequent payments in accordance with ARS §34-221.

Except as qualified above, upon final completion and acceptance of the work, or designated part of the work on which separate final completion and acceptance and contract price are specified and upon compliance with other terms and conditions of the contract documents, payment may be made in full, including retainage withheld, less such deductions as ENGINEER may recommend or the CITY may withhold to cover claims requiring a greater sum to be retained and liquidated damages.

In lieu of retention, the CITY will, at the option of CONTRACTOR, accept security, as provided in ARS §34-221.

The CITY may deduct from each progress payment and final payment an amount equal to the CITY's estimate of the liquidated damages then due or that would become due based on the CITY's estimate of late completion of the work, if CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed to recover schedule. All moneys not paid when due as provided in the General Conditions Supplement shall bear interest in accordance with ARS §34-221(G).

8. Indemnification

CONTRACTOR represents he has knowledge of all rules and regulations imposed by CDBG and the Department of Housing. CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the CITY and its agency members, the ENGINEER from and for any violation caused by him and shall assume full responsibility for payment of Federal, State and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

9. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona, and all obligations of the parties created hereunder are performable in *Mohave County, Arizona*.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

10. Project Familiarity and Identification of Conflicts

In order to induce the *CITY* to enter into this Agreement, CONTRACTOR makes the following representation:

- a. CONTRACTOR has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- b. CONTRACTOR has given the ENGINEER a written notice of all conflicts, errors, or discrepancies that he has discovered in the contract documents and the written resolution thereof by the ENGINEER is acceptable to the CONTRACTOR.
- c. CONTRACTOR has examined and carefully studied the contract documents and other related data identified in the bidding documents including "technical data."
- d. CONTRACTOR is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

11. Insurance

Certificate(s) of Insurance naming the *CITY* as co-insured verifying the minimum coverages as listed below shall be delivered as specified in the Notice of Award prior to issuance of the Notice to Proceed:

- a. Worker's Compensation statutory
- b. General Liability \$1,000,000 each occurrence, \$2,000,000 products and
 completed operations aggregate and \$2,000,000 general aggregate
 OCP Liability (required if work is subcontracted)\$1,000,000 each occurrence
- c. Automobile Liability\$1,000,000 each occurrence.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Approved as to Form:

CITY OF KINGMAN:

Mayor

City Attorney

CONTRACTOR:

President

Attest:

City Clerk

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, _____, (hereinafter "Principal"), as Principal, and _____, (hereafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal offices in the City of _____ holding a 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 Kingman, Arizona (hereinafter "Obligee"), as Obligee, in the amount of Ten 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, executors, administrators, successors and assigns, jointly, and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____
_____.

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the prosecution of the contact, 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 to the Obligee the difference not to exceed the 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 is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

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

Principal Seal Surety Seal

By: _____ By: _____
Attorney-in-Fact

It's: _____

AGENCY OF RECORD AGENCY ADDRESS

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41,
ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____
_____(hereinafter "Principal"), as Principal, and _____, (hereafter
"Surety"), a corporation organized and existing under the laws of the State of _____, with its principal office
in the City of _____, holding a 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 Kingman, Arizona**
(hereinafter "Obligee"), in the amount of _____ Dollars
(\$ _____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of
_____, 20____, to construct _____ which contract is hereby referred to and made a part
hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons
supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the Contract, this
obligation is void. Otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to 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 said Title 34, Chapter 2, Article 2,
Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgement reasonable attorney's fees that may be fixed by the judge
of the court.

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

PRINCIPAL SEAL

BY: _____

SURETY

BY: _____

AGENCY OF RECORD

AGENCY ADDRESS

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41,
ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____

(hereinafter "Principal"), as Principal, and _____, (hereafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Kingman, Arizona (hereinafter "Obligee"), in the amount of:

_____ Dollars

(\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of said Contract and any extension 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 the undertakings, covenants, terms, conditions, and agreements of all duly authorized modification of said 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 same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgement reasonable attorney fees as may be fixed by a judge of the court.

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

PRINCIPAL SEAL

BY: _____

SURETY

BY: _____

AGENCY OF RECORD

AGENCY ADDRESS

CITY OF KINGMAN, ARIZONA
ENGINEERING DEPARTMENT

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

PROJECT _____
which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

To the City of Kingman, Arizona

Gentlemen:

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

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

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

CONTRACTOR

By: _____

STATE OF ARIZONA)
)ss.
COUNTY OF MOHAVE)

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

Notary Public

My Commission Expires: _____