

**DOCUMENTS CONTRACT**

**CITY OF KINGMAN  
POWERHOUSE  
ROOF REPAIR  
120 W. ANDY DEVINE  
KINGMAN, ARIZONA 86401**

April 2024

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**KEN WATKINS  
Mayor**

**CHERISH SAMMELI  
Vice Mayor**

**KEITH WALKER**

**SHAWN SAVAGE**

**JAMIE SCOTT STEHLY**

**SMILEY WARD**

**CENGIZ ARIK**

**Council Members**

**TINA MOLINE  
Deputy City Manager**

**ANNIE MEREDITH  
City Clerk**

**KINGMAN**

**EST. ARIZONA 1882**

City of Kingman  
310 North Fourth Street, Kingman, Arizona 86401  
(928) 753-5561, Fax (928) 753-6867  
[www.cityofkingman.gov](http://www.cityofkingman.gov)

## **SPECIAL NOTICE**

BIDDER'S ATTENTION IS CALLED TO THE FACT THAT ALL BIDS MUST BE COMPLETED ON THE PROPOSAL FORMS PROVIDED.

NO SUBSTITUTIONS OR ALTERATIONS WILL BE ACCEPTED.

BIDS WILL BE RETURNED UNOPENED IF NOT SUBMITTED PROPERLY SEALED.

BIDS RECEIVED AFTER THE DEADLINE WILL BE RETURNED UNOPENED.

THE PROJECT FACILITY OPERATES FROM 9 AM TO 4 PM, 7 DAYS A WEEK.

CONTRACTOR MAY HAVE TO ADJUST WORK SCHEDULES AROUND FACILITY OPERATIONS.

THIS PROJECT IS GRANT FUNDED. FEDERAL GUIDELINES APPLY TO CONTRACTOR.

CONTRACTOR WILL ENSURE THE COMPLIANCE REQUIRED BY THE GRANT.

THE SUCCESSFUL BIDDER SHALL BE REQUIRED AND BE PREPARED TO COMPLY WITH DAVIS-BACON WAGES.

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## **ADVERTISEMENT FOR BID**

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

**ISSUE DATE: April 12, 2024**

**PUBLISH DATE: April 17, 2024**

**2<sup>ND</sup> PUBLISH DATE: April 24, 2024**

**TO: POTENTIAL BIDDERS**

The City of Kingman will accept sealed bids from qualified firms at the office of the City Clerk at 310 N. Fourth St., Kingman, AZ 86401 until 1 PM Local Time on May 2, 2024 (Thursday). Bids will be opened and read aloud. Bids received after the deadline will be returned unopened.

### **Project Description:**

The POWERHOUSE ROOF REPAIR PROJECT is located at 120 W. Andy Devine Avenue, within the city of Kingman. The project will consist of repairs to the existing corrugated metal roof by applying a roof coating to repair current existing leaks, as well as prevent future leaks and damage to the historic building. This facility operates from 9 AM to 4 PM, 7 days a week, excluding holidays. Contractors may have to adjust work schedules around facility operations and parking (especially Tesla charging stations). Exceptions may be made with adequate notice.

It is expected that all work will be completed by June 30, 2024.

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

Shane Shilstone, Project Manager, by telephone at (928) 692-3106, or by email at [sshilstone@cityofkingman.gov](mailto:sshilstone@cityofkingman.gov). 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 (10%) of the total bid, payable to the City of Kingman.

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

The City will conduct a Pre-Bid Conference at 120 W. Andy Devine Avenue., Kingman, Arizona in the upstairs meeting room on Wednesday, April 24, 2024, at 10 AM Local Time. Bidder's attendance is not required but encouraged.

**END OF ADVERTISEMENT FOR BIDS**  
**INVITATION TO BID**

The City of Kingman will accept sealed bids from qualified firms at the office of the City Clerk at 310 N. Fourth St., Kingman, AZ 86401, until 1 PM Local Time on May 2, 2024 (Thursday). Bids will be opened and read aloud. Bids received after the deadline will be returned unopened.

**Project Description:**

The POWERHOUSE ROOF REPAIR PROJECT is located at 120 W. Andy Devine Avenue, within the city of Kingman. The project will consist of repairs to the existing corrugated metal roof by applying a roof coating to repair current existing leaks, as well as prevent future leaks and damage to the historic building. This facility operates from 9 AM to 4 PM, 7 days a week, excluding holidays. Contractors may have to adjust work schedules around facility operations and parking (especially Tesla charging stations). Exceptions may be made with adequate notice.

It is expected that all work will be completed by June 30, 2024.

Bid documents may be obtained beginning April 17, 2024, from the office of the City Clerk at 310 N. Fourth St., Kingman, AZ 86401. Phone: (928) 753-8102.

There will be no charge for emailed copies of the bid documents. The construction plans and specifications may be obtained from the Project Manager or downloaded from the City's website. This will allow the City to maintain an accurate Plan Holder's List of addendums that need to be sent out to all bidders.

**The Contract Documents may be examined at** the office of the City Clerk at 310 N Fourth St., Kingman, AZ 86401 or [www.cityofkingman.gov](http://www.cityofkingman.gov).

For other bidding requirements refer to the Instructions to Bidders section of the Contract Documents.

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

A bid security in the form of an unconditional certified check, cashier's check, or bid bond in the amount of ten percent (10%) of the total bid, payable to the City of Kingman, shall accompany each proposal.

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

The successful bidder will be required to execute the Standard Form of Contract for Construction within ten (10) calendar days after the 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 (100%) of the Contract price, a Performance Bond in an amount equal to one hundred percent (100%) of the Contract price, and Certificates of Insurance.

The City will conduct a non-mandatory Pre-Bid Conference at 120 W. Andy Devine Avenue, Kingman, AZ on Wednesday, April 24, 2024, beginning at 10 AM Local Time. Interested bidders are encouraged to attend.

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

**END OF INVITATION TO BID**

# **INSTRUCTIONS TO BIDDERS**

## **BID SUBMISSION**

Sealed bids, completed with all requirements documents, will be accepted at the office of the City Clerk at 310 N. Fourth St., Kingman, AZ 86401 until 1 PM Local Time on the May 2, 2024 (Thursday) for the construction of this project.

The following documents need to be submitted as part of the bid:

1. Proposal Form – Acknowledge all addendums or write “NONE” if no addendums.
2. Confirm all math calculations and the total bid amount.
3. Bid security in the form of bid bond, unconditional certified check or cashier’s check payable to the City of Kingman for ten percent (10%) of the bid amount.

Bids submitted after the above-listed due time shall be returned to the bidder unopened. Alternative proposals will not be considered unless specifically called for. Oral, telephonic, faxed, emailed, or modified proposals will not be considered.

Bids will be opened publicly immediately after the bid acceptance time at the 310 N. Fourth St. address.

## **PROJECT DETAILS:**

This bid request intends to obtain an offer to furnish all required labor, materials, construction equipment, transportation, and services. The POWERHOUSE ROOF REPAIR PROJECT is located at 120 W. Andy Devine Avenue, within the city of Kingman. The project will consist of repairs to the existing corrugated metal roof by applying a roof coating to repair current existing leaks, as well as prevent future leaks and damage to the historic building. It will be the Contractor’s responsibility to provide all labor and materials. This facility operates from 9 AM to 4 PM, 7 days a week, excluding holidays. Contractors may have to adjust work schedules around facility operations and parking (especially Tesla charging stations). Exceptions may be made with adequate notice.

Work for this project must be completed by June 30, 2024, beginning with the day following the starting date specified in the Notice to Proceed.

## **BID DOCUMENT AVAILABILITY**

Copies of the bid documents may be obtained upon receipt of a non-refundable fee in the amount of seventy-five dollars (\$75.00) per set, limit of two (2) sets. There will be no charge for emailed copies of the bid documents.

Bid documents should be verified for completeness. If bid documents are found to be incomplete or contain discrepancies or omissions, the City of Kingman should be notified immediately.

## **INQUIRIES/PLAN ADDENDA**

Questions concerning the construction items must be directed to Shane Shilstone, Project Manager, by telephone at (928) 692-3106 or by email at [sshilstone@cityofkingman.gov](mailto:sshilstone@cityofkingman.gov). An Addenda may



be issued during the bidding period. All Addenda will become part of the Contract Documents. All plan holders need to make sure that their correct contact information, including email address, is on file with the project manager's Plan Holders List for this project. Addenda to the bid documents, if any, will be distributed to the contacts as listed on the Plan Holders List.

### **SITE ASSESSMENT**

It is recommended that potential bidders and subcontract bidders examine the project site before submitting a bid.

### **NON-MANDATORY PRE-BID CONFERENCE**

A non-mandatory pre-bid conference has been scheduled for Wednesday, April 24, 2024, at 10 AM Local Time at the location of the Powerhouse Conference Room, 120 W. Andy Devine Avenue, Kingman, AZ 86401.

All general contract bidders and subcontract bidders are encouraged to attend this meeting.

### **QUALIFICATIONS**

Bidders must have or be able to obtain the necessary Arizona Registrar of Contractors license to complete the work as listed on the construction plans and Contract Documents before bid submission. Failure to do so will be cause to invalidate the bid. The Arizona Registrar of Contractors will be contacted to obtain license and complaint information about the bidders.

Contractors are advised that they are also required to have a City Business License before commencing work on this project. The City Business License can be obtained from the City of Kingman Finance Department at 310 N. Fourth St., Kingman, AZ 86401, phone (928) 753-5561, fax (928) 753-6867.

### **BID SUBMISSION**

Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.

Before 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 Form and forms provided. Numbers shall be stated in figures where so required. The completed forms shall be without interlineations, alterations or erasures. Bids shall not contain any recapitulations of the work to be done.

Bidders will be responsible for all applicable City and State sales taxes. No separate payment will be made to the Contractor by the City of Kingman for these taxes. Improperly completed information and irregularities in the bid bond may be cause to declare the bid invalid or informal.

Each bidder shall submit one (1) copy of the executed bid documents on the Proposal Form and forms provided, signed and sealed with the required security, envelope shall be identified with the

bidder's name, address, and phone number, project name and the City of Kingman's name on the outside.

A tabulation of all submitted bids will be available for review following the bid opening.

**BID INELIGIBILITY**

Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, or contain arithmetic errors, erasures, alterations, or irregularities of any kind, may at the discretion of the City of Kingman, be declared unacceptable.

Bid forms, Appendices, and enclosures that are improperly prepared may, at the discretion of the City of Kingman, be declared unacceptable.

Failure to provide a security deposit, bonding, or the proper forms will, at the discretion of the City of Kingman, invalidate the bid.

**PROPOSAL GUARANTEE**

Bids shall be accompanied by a proposal guarantee in the form of an unconditional certified check, cashier's check, or bid bond for an amount not less than ten percent (10%) of the total bid. The proposal guarantee, if done through a bid bond, needs to name the City of Kingman as obligee, signed and sealed by the Contractor and Surety company. The proposal guarantee will be returned after delivery to the City of Kingman of the required Performance and Payment Bonds by the accepted bidder. If no contract is awarded, all proposal guarantees will be returned.

**OFFER ACCEPTANCE**

Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid closing date. The contract will be awarded to the lowest responsive, responsible bidder as determined by the lowest Total Bid, who also complies with these items. The City of Kingman reserves the right to accept or reject any or all offers if it may deem it best for the public good or to reject the offers of any persons who have been unfaithful or delinquent to any contract with the City. The City reserves the right to waive any informality in the offers received.

After acceptance, the City will issue to the successful bidder a written letter of Contract Award within thirty (30) days after the opening of the bids. The successful bidder will be required to execute the Contract, Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days after the formal Contract Award. The Contractor will be responsible for the costs to secure the Performance and Payment Bonds. No separate payment will be made to the Contractor by the City for these items.

**END OF INSTRUCTIONS TO BIDDERS**

# **INFORMATION FOR BIDDERS**

## **1. CONTRACT DOCUMENTS**

The Contract Documents for this Project consist of the following:

### Volume I

- Advertisement for bids
- Invitation to bid
- Instructions to bidders
- Information for bidders
- General Conditions Supplement
- Special Provisions
- Contractor's Qualification Statement
- Proposal
- Wage Rate Decision
- Subcontractors and Material Supplies List
- Contract
- Certificate of Insurance
- Payment Bond
- Performance Bond
- Contractor's Affidavit

### Volume II

Plans

Any Addenda issued by the City of Kingman during the time of bidding shall be attached to and become a part of the Contract Documents.

## **2. STANDARD SPECIFICATIONS AND STANDARD DETAIL**

Attention is called to the fact that the City of Kingman is now operating under the 2018 edition of the International Code Council family of codes.

## **3. WORK UNDER THIS CONTRACT**

The work to be done under this Contract shall include the furnishing of all labor, materials, and equipment necessary for or incidental to the construction and completion of all work indicated in the Contract Documents.

## **4. LOCATION OF PROJECT**

This project is located at 120 W. Andy Devine Avenue, Kingman, AZ 86401.

## **5. PROPOSAL MATERIALS**

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 Form 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 their proposal and complete all required forms and information.

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 recapitulations 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 (1) copy of the executed bid documents on the Proposal and forms provided, signed and sealed with the required security, envelope shall be identified with the bidder's name, address, and phone number, project name and City of Kingman's name on the outside.

**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 the Contractor 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, they may submit to the Project Manager 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 (7) working days before bid opening time shall not be answered. Any interpretation or correction of the proposed documents will be made only by an 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 the 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 I. 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 thirty (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 the work as will not cause any interruption or interference to any other Contractor or City operations.

**11. QUESTIONS OF PLANS AND SPECIFICATIONS**

Questions concerning the construction items must be directed to Shane Shilstone, Project Manager, by telephone at (928) 692-3106 or by email at [sshilstone@cityofkingman.gov](mailto:sshilstone@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 which will be furnished to all plan holders.

**12. LISTING OF SUBCONTRACTORS**

A list of subcontractors including addresses, phone numbers, and contact names shall be submitted at the Pre-Construction Conference.

**13. CITY BUSINESS LICENSE**

The Contractor is advised that it is required to have a City Business License, which may be obtained from the City of Kingman Finance Department at 310 N. Fourth St., Kingman, AZ 86401. Phone: (928) 753-5561, Fax (928) 753-6867, for a cost of one hundred dollars \$100.00.

**14. 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.

**15. INDEMNIFICATION**

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's 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. It is the Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials, and employees that may arise in connection with any tortuous claim, damage, loss or expense that is attributable to death, bodily injury, sickness, disease, or injury to, impairment, or destruction of property including the loss or use resulting therefrom, caused by Contractor's acts, error, 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, omission, work or serves 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 constructed as limiting the scope of the indemnity in this paragraph.

## **16. INSURANCE REQUIREMENTS**

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under the terms of the Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirement herein are minimum requirements and in no way limit the indemnity covenants contained in the Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, his agents, representatives, employees, or subcontractors, or otherwise limit the City's recourse to any remedy available at law or in equity. Contractor is free to purchase such additional insurance as may be determined necessary.

Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those shown below:

### **REQUIRED COVERAGE**

Contractor's Insurance: The Contractor shall purchase and maintain the insurance required from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Arizona. The Contractor shall maintain the required insurance until the expiration of the period for correction of work as set forth unless a different duration is stated below:

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate \$1,000,000 aggregate for products-completed operations hazard, providing coverage for claims including:

1. Damages because of death, bodily injury, sickness or disease of any person;
2. Personal and advertising injury;
3. Damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
4. Bodily injury or property damage arising out of completed operation; and
5. The Contractor's Indemnity obligations.

Automobile Liability covers vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than \$1,000,000 per accident, for death, bodily injury of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

The City of Kingman shall be named as Additional Insured under Form #CG 10 12, CG 20 26, or equivalent, for Primary and Non-Contributory Limits to the City. The Contractor is required to include a copy of the actual Additional Insured Policy Endorsement that meets the above requirements. Said endorsements must include the policy number and the City of Kingman under the schedule.

Certificate Holder shall read: City of Kingman. Name and address for Additional Insurance Policy Endorsement and Certificate of Insurance;

City of Kingman  
ATTN: Risk Management  
310 N. Fourth St.  
Kingman, AZ 86401

Description of Operations: The name of the project is to be shown in the description section of the Certificate of Insurance.

Policy(ies) must be underwritten by a company licensed to do business in Arizona that is currently rated by A.M. Best as A- VII or higher.

The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required above, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Workers' Compensation coverage at statutory limits by an insurer licensed in the State of Arizona required.

If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering the performance of the professional services, with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

The Contractor shall provide certificates of insurance acceptable to the City evidencing compliance with the requirements as listed herein. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. If a policy does

expire during the life of the project, a renewal certificate of insurance and policy endorsements will be sent to the City of Kingman not less than ten (10) days before the expiration date. If a policy is to be canceled, changed, or not renewed, a proper notice of such action will be sent to the City not less than thirty (30) days before such action by the insurance company.

The Contractor must disclose any deductible or self-insurance retention greater than \$25,000 and such deductible/retention must be approved by the City. The permittee is responsible for deductibles and retentions.

Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section; the Contractor shall provide notice to the City of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the City shall, unless the lapse in coverage arises from an act or omission of the City, have the right to stop the work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**17. 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.

**18. 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-way and/or private properties disturbed by 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 (3) 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, the City will proceed to have the work accomplished by others and deduct the costs thereof from amounts due the Contractor.

**19. IMMIGRATION CONTROL ACT**

The Contractor shall comply with the provisions of the Immigration Reform and Control Act of 1986, Pub. L.99-603 and the Rules and Regulations issued by the Department of Justice, effective May 1, 1987, 8 CFR Part 274a, published in the Federal Register at pages 16221 to 16228.

**20. COMPLIANCE WITH FEDERAL AND STATE LAWS**

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with Arizona Revised Statute 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 subcontractors' employee who works on this Contract to ensure that the Contractor or subcontractors are 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 subcontractors to ensure compliance with Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The Contractor and its subcontractors warrant keeping 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 inspection including granting the City entry right 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 section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by Arizona Revised Statute 23-214.

**21. WORK SCHEDULE**

It is expected work will be conducted following an eight (8) hours per day, forty (40) hours per week work schedule. Nighttime work may be allowed by the City's discretion. The Contractor shall submit a written request and obtain prior written approval before deviating from such a schedule.

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.

**22. UTILITIES**

Contractors shall protect all existing underground structures and utilities and cooperate with the Utility Companies in protecting all services. At least two (2) working days (48 hours) prior to commencement of construction, the Contractor shall notify:

Blue Stake                      8-111 or 1-800-STAKE IT

**23. PERMITS**

The Contractor will obtain no-fee permits from Development Services before the commencement of construction of the project.

**24. LIQUIDATED DAMAGES**

Liquidated damages for the overall project shall be in accordance with MAG Standard Specification 108.9.

**25. PROJECT SCHEDULE**

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

**26. FINAL INSPECTION AND ACCEPTANCE OF THE 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 a 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 covered by this Contract.

**END OF INFORMATION FOR BIDDERS**

# **GENERAL CONDITIONS SUPPLEMENT**

## **1. GENERAL**

The City of Kingman has adopted the 2018 Edition of the International Code Council family of codes. 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 Document is as follows:

- First: Supplemental agreements, the last in time being the first in precedence.
- Second: The formal Contract.
- Third: Advertisement for Bids.
- Fourth: Information for Bidders.
- Fifth: Plans.
- Sixth: General Conditions Supplement.
- Seventh: Contractor Proposal.

## **2. PRE-CONSTRUCTION CONFERENCE**

Upon receipt of the Notice to Proceed, or at an earlier time if mutually agreeable, the City shall arrange for a pre-construction 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 schedules, 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. Proposed payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project.

### **3. PROJECT MEETINGS**

Progress meetings will be held weekly from the commencement of construction until final acceptance of the project is granted. The meetings will be attended by the Contractor, subcontractors, inspector, utilities, and other interested parties. The meetings will typically be held on-site with the time and dates established, by mutual agreement, prior to the beginning of construction. The purpose of these meetings is to establish and maintain lines of communication, report on progress, discuss and resolve problem areas, and such other matters as related to the project.

### **4. CONTRACTOR'S RESPONSIBILITY AND LIABILITY FOR SUBMITTALS**

It shall be the Contractor's responsibility to assure 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 materials 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 Document 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 their submittal all information as required by these Contract Documents for the Substitution of Materials or Equipment.

The above type of submittal and the subsequent review to determine compliance and acceptability will be taken as normal and the Contractor shall not be liable for the costs involved for this type of engineering review.

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 the Contractor shall have deducted from periodic payments the cost 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, system, 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.

## **5. CONSTRUCTION SCHEDULE**

The Contractor shall submit a proposed construction schedule at the time of the pre-construction 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 as well-defined control points. It shall also indicate the anticipated date of receipt of major items of equipment and installation of equipment which is critical to the scheduled progress of the project.

The Contractor shall notify the City at least two (2) working days before the following events;

- a. Start of construction in order to arrange for inspections to be provided by the City inspectors.
- b. Shutdown of City water or sewer facilities for tie-ins and/or operation of existing water valves.
- c. Commencement of any new phase of construction.

## **6. 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.

The Contractor, at their 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 their 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 their 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.

## **7. SUBMITTALS**

In time for each to serve its proper purpose and function, the Contractor shall submit such schedules, reports, drawings, lists, 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.

Shop drawings and data shall be submitted to the City in such number of copies as will allow the retention of four (4) 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 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 Building Official'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 property fulfillment of the requirements of this Contract nor for fulfilling the purpose of the installation nor from Contractor's ability to replace the same, should it prove defective or fail to meet the specified requirements.

## **8. 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 representative 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 the actual readiness of materials to be tested and/or inspected at the 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 that require testing and inspection at the place of origin shall not be shipped before such testing and inspection has been completed and evidence of such testing forwarded to the City representative.

## **9. 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 City representative.

## **10. TEMPORARY UTILITIES**

**ELECTRICAL SERVICE:** The City shall arrange the use of the existing on-site electric.

**WATER:** Water used for construction purposes will be provided by the City at no cost. 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, and 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 the use of employees on this project. 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, at a minimum, conform to the requirements of OSHA.

**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, or 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.

## **11. STOCKPILE OF MATERIALS**

The Contractor may, if approved by the City, place or stockpile materials in a designated location. No material, when stockpiled, shall alter in any way the existing drainage pattern.

**12. 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 excavation from the project site shall be removed from the project and disposed of by the Contractor.

Waste material shall not be placed on private property without express written permission of the property owner.

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by operations. At the completion of the work, 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 waste products, debris, etc., and shall make necessary arrangements for such disposal as stated above.

**13. EXECUTION/SPECIAL CONTROLS**

**EXECUTION  
REQUIREMENTS**

**PART 1 GENERAL**

**A.1 EXAMINATION AND COORDINATION OF WORK**

- A. Verification of Conditions: Examine and verify surfaces, sub-surfaces, condition, and serviceability of previous work to receive subsequent work and report detrimental conditions in writing to the Project Manager.
- B. Commencement of work acknowledges acceptance and serviceability of previous work.
- C. Coordination: Coordinate with other work which affects, connects with, or will be concealed by subsequent work.
  - 1. Work within concealed ceiling and plenum spaces shall be coordinated with all other work within these spaces to assure a coordinated assembly.
  - 2. Coordinate location and layout of mechanical, electrical and other systems located within suspended ceilings.
  - 3. Notify the Project Manager immediately if conflicts are found.
  - 4. Adjust work in place in concealed ceiling spaces as required to allow installation of other work which cannot be adjusted.
- D. Any remedial work required to be performed on previously placed work after new work has commenced shall be by and at the expense of the Contractor and/or subcontractor having commenced the new work.



## SUBSTITUTIONS AND PRODUCT OPTIONS

- A. Whenever a product is specified by using a proprietary name or the name of a particular Manufacturer or Vendor, the specific item mentioned shall be understood as establishing type, function, dimension, appearance, and quality desired.
- B. Other manufacturers' products will be accepted provided sufficient information is submitted to allow the Project Manager to determine that products proposed are equivalent to those named.
- C. Requests for approval after award of a Contract:
  - 1. Requests shall be made only under one of the following conditions:
    - a. Specified product or material is not available.
    - b. Extensive revisions to the Contract Documents are not required.
    - c. Proposed changes are consistent with intent of the Contract Documents.
    - d. Request is timely and properly submitted.
    - e. Specified product or material cannot be provided within the Contract Time.
    - f. Request relates to an "or equal" clause.
    - g. Proposed substitution offers the City a substantial advantage in cost, time, or other considerations.
    - h. Specified product or material cannot receive regulatory approval.
    - i. Specified product or material is incompatible with other materials.
    - j. Specified product or material cannot be coordinated with other materials.
    - k. Specified product or material manufacturer cannot provide the specified warranty.
  - 2. Requests shall be submitted to the Project Manager a minimum of ten (10) working days prior to date Contractor is required to place an order for the product.
  - 3. Contractor shall request approval of such substitution, in writing, to the Project Manager according to Substitutions.
  - 4. The request shall specifically state the reason that the product is unavailable with evidence to substantiate the reason.
  - 5. Requests made directly to Project Manager by suppliers, subcontractors and distributors that are not from the Contractor will not be accepted by the Project Manager or City.
  - 6. The Project Manager will approve or reject substitution in writing.
  - 7. Substitutions will not be considered if they are indicated or implied on Shop Drawings.
- D. Contractor shall submit descriptive brochures, drawings, samples and other data as is necessary to provide direct comparison to the specified materials after reviewing and determining that product meets specified requirements. Submittals shall be well marked and identified as to the types and kind of items being submitted for approval. Lack of sufficient information will be cause for rejection. Reference to catalogs will not be acceptable unless the catalog is submitted with approval request and the specific product or material, and its components are clearly identified.
- E. In submitting a substitution, the Contractor makes the following representations:
  - 1. Proposed substitution has been fully investigated and determined to be equal or superior to the specified product or material.
  - 2. The same warranty will be furnished for the proposed substitution as for specified product or material.

3. The same maintenance service and source of replacement parts, as applicable, is available.
4. Proposed substitutions will have no adverse effect on other trades and will not affect or delay progress schedule.
5. Cost data included on the substitution request is complete. Claims for additional costs related to accepted substitution and its impact on other portions of the work which may subsequently become apparent are waived.
6. Proposed substitution does not affect dimensions and functional clearances.
7. Payment for costs for additional services of the Project Manager caused by additional services at the current hourly rate charged by the Project Manager. The Project Manager will charge the City, and such costs will be deducted from monies still due the Contractor.
8. Coordination, installation, and changes in the work as necessary for accepted substitution will be complete in all respects.

#### A.2 TOLERANCES

- A. Certain tolerances are listed in the various specification sections and on the Drawings. In addition, other tolerance limits are set forth below. These tolerances are the maximum variation allowed on the Project.
- B. Each of the Contractors shall review the tolerance limits established for their work, as they relate to the other work on the Project. Should the tolerance limits established for their work be in conflict with those limits established for other adjoining work, the Project Manager and City shall be notified before proceeding.
- C. It is the intention of the Contract Documents that, assuming work in place is within the tolerance limits established or has been accepted by following Contractor(s), subsequent work shall be adjusted as required.
- D. Tolerances:
  1. Structural Steel: 1/8-inch plus or minus in 60 feet and 1/2- inch total overall in any direction.
  2. Miscellaneous Metal: 1/8-inch plus or minus in 20 feet and 1/4-inch total overall in any direction.
  3. Ornamental Metal: 1/8-inch total overall in any direction.
- E. Installation or application.

#### A.3 APPROVED MANUFACTURERS

- A. Each section includes a list of Manufacturers whose equipment is acceptable to manufacture, subject to conformance with the Contract Documents. Careful checking must be completed by the Contractor and the manufacturer or equipment supplier to verify that the equipment will meet all capacities, requirements, space allocations and is suitable for the intended purpose specified.

#### A.4 REFERENCE DATA

- A. Reference data made available to the Contractor is for the Contractor's information only, and neither the City nor the Project Manager assumes any responsibility for the Contractor's conclusions.

- B. The Contractor shall not remove any fixed property line markers, monuments, or data.

## **EXISTING THERMAL AND MOISTURE PROTECTION**

### **PART 1 - GENERAL**

#### **A.1 RELATED WORK SPECIFIED ELSEWHERE**

- A. - Maintenance of Membrane Roofing
- B. - Selective Demolition

#### **A.2 WORK INCLUDED**

- A. Protecting utilities, structures, sidewalks, roads, drives, buildings, lawns, trees, shrubs, and landscape work adjacent to or to remain on the site.
- B. Assessments of existing materials conducted by the Contractor before construction begins as a project activity.
  - 1. Verify existing roof membrane is in optimal condition to receive the new coating per manufacturer's recommendations.
  - 2. Take a portion of 10" x 10" of the roof membrane to verify and secure substrates are in accordance with roof coating manufacturer.
  - 3. Verify all the roof edges, gutters, termination at walls and steel platforms to ensure these are in optimal condition to receive new coating per manufacturer's requirements.

### **PART 2 – EXECUTION**

#### **A.1 CONDUCT OF WORK**

- A. Remove all loose or damaged materials prior to assessment.
- B. Conduct all operations with a minimum of noise.
- C. Where patching is required, patch all areas using the same materials and finish as adjacent surfaces and patch in such a manner that the repaired area is in visual harmony with the surrounding areas.
- D. Properly repair any adjoining surfaces to original condition that are damaged by the Contractor.

#### **A.2 DISPOSAL**

- A. Remove all materials or debris resulting from assessments from the site promptly. No accumulation of debris will be permitted.

\*\*\*\*\*

SPEC NOTE: Henry® Pro-Grade® 988 Silicone Roof Coating for Existing Single Ply Roofs. This specification is ideally suited for the protection and maintenance of existing coated and non-coated aged EPDM, PVC, Hypalon®, and TPO single ply roofs to extend the life of the roofing assembly.

SPEC NOTE: This document includes Henry notes to assist the architect/specification writer. A Henry “SPEC NOTE” immediately precedes the text to which it is referring. The section is a guideline; modify to meet specific project requirements. Delete spec notes in the final copy of the specification.

SPEC NOTE: Contact Henry technical services at (800) 486-1278 for previously coated roofs.

SPEC NOTE: Pro-Grade 988 Silicone Roof Coating discussed in this specification is not recommended for use on cold storage or cryogenic structures due to constant high-water vapor drive causing long-term accumulation of moisture in the insulation. Consult Henry for vapor retardant systems to use on refrigerated structures.

SPEC NOTE: Use extreme caution when applying and walking on coated surfaces. Coated surfaces are extremely slippery and can create a fall hazard resulting in death or injury.

SPEC NOTE: Coverage rates indicated in guide specifications do not include material calculations by waste.

SPEC NOTE: Contact Henry sales representative for a list of required documents and procedures prior to material purchase. Warranties submitted without required documents and procedures completed may result in delay or rejection of warranty request.

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## **MAINTENANCE OF MEMBRANE ROOFING**

### **PART 1 - GENERAL**

#### **A.1 SUMMARY**

- A. This Section Includes:  
Silicone roof coating over existing [EPDM] [PVC] [Hypalon®] [TPO] single ply roofs
- B. Related Requirements (if applicable)
  1. Section 07 01 60 – Maintenance of Flashing and Sheet Metal
  2. Section 07 01 90 – Maintenance of Joint Protection
  3. Section 07 92 00 – Joint Sealants

#### **A.2 REFERENCES**

- A. Reference Standards
  1. American Society for Testing and Materials (ASTM):

- a. ASTM D1549 – Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer
- b. ASTM D7281 – Standard Test Method for Determining Water Migration Resistance Through Roof Membranes
- c. ASTM E108 – Standard Test Methods for Fire Tests of Roof Coverings
- d. ASTM G154 – Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials
- 2. Factory Mutual (FM):
  - a. FM Approvals 4470 – Single-Ply, Polymer-Modified Bitumen Sheet, Built-Up Roof (BUR) and Liquid Applied Roof Assemblies for Use in Class 1 and Noncombustible Roof Deck Construction.
- 3. Dirt Pick-Up Resistance
  - a. MOT P-14 – Dirt Pickup Resistance
- 4. National Sanitation Foundation (NSF):
- 5. Underwriters Laboratories (UL):
  - a. UL 790 – Standard Test Methods for Fire Tests of Roof Coverings

### A.3 QUALITY ASSURANCE

#### A. Qualifications

- 1. Manufacturer qualifications:
  - a. Minimum of 20 years of experience in production and sales of roof coatings.
  - b. Part of a single source manufacturer for roof coatings, Spray Polyurethane Foam (SPF), and EPDM, TPO, PVC roofing systems.
  - c. Incorporates a national manufacturing and production capabilities program including supply chain procurement teams and logistics management.
  - d. Each manufacturing facility must implement a full-time quality control and oversight operating system.
  - e. Participates in the Global Environmental, Social, and Governance (ESG) program to achieve Net Zero greenhouse gas emissions across the entire value chain by 2020.
  - f. Sarbanes-Oxley Act (SOX) compliant with public access to published annual report.
- 2. Installer qualifications
  - a. Authorized by Roof Coating Manufacturer to complete work as specified.
  - b. Five (5) years minimum of experience in work as described in this section.

### A.4 DELIVERY, STORAGE, AND HANDLING

#### A. Delivery and Acceptance Requirements

1. Deliver materials in original, factory-sealed, unopened containers with intact and legible product label and manufacturer name.
- B. Storage and Handling
  1. Storage materials as recommended by the Roof Coating Manufacturer in a protected area and out of direct sunlight. Protect materials from rain and physical damage.

#### A.5 SITE CONDITIONS

- A. Ambient Conditions
  1. Do not perform work during rain or inclement weather.
  2. Do not perform work on surfaces covered in frost, snow, or wet to touch.
  3. Do not perform work over saturated insulation or saturated substrates.
  4. Do not perform work when temperatures exceed product specific limitations. Refer to product specific technical data sheet for minimum application temperature.

#### A.6 WARRANTY

- A. Manufacturer Warranty
  1. Material Plus Warranty:
    - a. Warrants product against product defect; provides material only for a period of 15 years from date of purchase.

### **PART 2 – PRODUCTS**

#### A.1 ASSEMBLIES

- A. Manufacturers
  1. Manufacturer list
    - a. Henry® a Carlisle Company, 336 Cold Stream Rd., Kimberton, PA 19442, (800) 486-1278, [www.henry.com](http://www.henry.com)
- B. Performance Criteria
  1. Energy performance:
    - a. Initial solar reflectance (ASTM C1549): 88%
    - b. Solar reflective index (SRI): 111
    - c. Thermal emittance (ASTM C1371): 0.90
  2. FM approved (Class number 4470): Max Roof Slope: 5.12
  3. Tested fire response characteristics (ASTM E108 or UL 790): Class A
  4. NSF Protocol P151: Tested and certified – system does not contaminate water
  5. Ponding water resistant
  6. Water leakage resistance (ASTM D7281): Pass (≥22 dry mils)
  7. Resistant to fungi, mold, and mildew
  8. Dirt pick-up resistance (MOT P-14): Pass
  9. Rain safe in 15 minutes
  10. Tack-free time: Approximately 1-2 hours
  11. Does not contain hydrocarbon solvents
  12. Does not contain calcium carbonate
  13. Does not require hazardous cleaners or solvents

14. Volatile Organic Content (VOC): 10g/l max.

C. Materials

1. Roof coating

a. Topcoat

1. Solvent-free one-component moisture-curing silicone rubber roof coating, having the following typical properties:

a. Basis of design: Pro-Grade® 988 Silicone Roof Coating

b. Color: Bright White, Tan or Gray

c. Energy performance:

1. Initial solar reflectance (ASTM C1549): 88%

2. Solar reflective index (SRI): 111

3. Thermal emittance (ASTM C1371): 0.90

d. FM approved (Class number 4470): Max Roof Slope: 5:12

e. Tested fire response characteristics (ASTM E108 or UL 790): Class A

f. NSF Protocol P151: Tested and certified – system does not contaminate water

g. Ponding water resistant

h. Water leakage resistance (ASTM D7281): Pass ( $\geq 22$  dry mils)

i. Resistant to fungi, mold, and mildew

j. Dirt pick-up resistance (MOT P-14): Pass

k. Rain safe in 15 minutes

l. Tack-free time: Approximately 1-2 hours

m. Does not contain hydrocarbon solvents

n. Does not contain calcium carbonate

o. Does not require hazardous cleaners or solvents

p. Volatile Organic Content (VOC): 10g/l max.

b. Base coat

2. Solvent-free one-component moisture-curing silicone rubber roof coating:

a. Basis of design: Pro-Grade 988 Silicone Roof Coating

b. Color: Bright White, Tan or Gray

2. Primer

a. Single-coat adhesive designed for bonding un-vulcanized silicone elastomers to various substrates.

1. Basis of design: Pro-Grade 941 Primer

3. Reinforcement

a. Stitch bonded, high performance fabric reinforcement sheet:

1. Bases of design: Henry 195 Polyester Fabric

4. Sealant

- a. Butter grade, one-part moisture cure sealant consisting of silicone rubber:
  - 1. Basis of design: Pro-Grade 923 Butter Grade Silicone Roof Sealer
- b. Standard grade, one-part moisture cure sealant consisting of silicone rubber:
  - 1. Basis of design: Pro-Grade 920 Silicone Roof Sealant
- c. Fibered grade, one-part moisture cure sealant consisting of silicone rubber:
  - 1. Basis of design: Pro-Grade 957 Silicone Fibered Roof Sealer
- d. Roof granules:
  - 1. Roof granules supplied by Henry, a Carlisle Company

## A.2 ACCESSORIES

- A. Rust inhibitor
  - 1. Contact Henry for a list of recommended products.

## PART 3 – EXECUTION

### A.1 EXAMINATION

- A. Verification of Conditions
  - 1. Verify substrates are in accordance with Roof Coating Manufacturer requirements and as specified in this Section prior to roof coating installation. Commencement of work indicates installer acceptance of the substrate.
    - a. Verify surfaces are sound, dry, clean, and free of oil, grease, dirt, excess mortar, frost, laitance, loose and flaking particles, or other contaminants.
    - b. Verify substrates are continuous and secured.
    - c. Verify metal flashings, skylights, scuppers, gutters, penetrations, and structures located within area of work are leak free and in good working condition.
    - d. Verify insulation is intact, not previously saturated with water.
    - e. Do not install roof coating over rusted substrates.
  - 2. Previously coated areas
    - a. Contact Roof Coating Manufacturer for previously coated examination procedures.
- B. Pre-installation Testing
  - 1. Moisture detection survey
    - a. Visual inspection
    - b. Moisture analysis, choose from the following:
      - 1. Infrared Thermography
      - 2. Nuclear Scan
      - 3. Electric Capacitance/Impedance Testing
      - 4. Roof core cut samples
  - 2. Adhesion test



- a. Complete an adhesion test over all substrates prior to installation of roof coating.
  - b. Refer to Roof Coating Manufacturer’s application guide for adhesion test procedures.
  - c. Allow roof coating to cure a minimum of 72 hours prior to conducting adhesion test.
- C. Evaluation and Assessment
- 1. Verify roof areas promote positive drainage. Contact Roof Coating Manufacturer for ponding area repair procedures.

## A.2 PREPARATION

- A. Protection of In-Place Conditions
- 1. Protect areas and surfaces not included in scope of work against damage or soiling.
  - 2. Secure protective coverings against wind and vent area if used in conjunction with applications preventing collection and moisture.
  - 3. Post signs noting potential overspray hazard within 400 feet (120 meters) of applications.
  - 4. Turn off air-intake ventilation equipment to prevent fumes from entering building.
  - 5. Post “No Smoking” signs near roof coating installation until vapors dissipate.
- B. Surface Preparation
- 1. Surface cleaning
    - a. Remove oil and other contaminants that may inhibit adhesion.
    - b. Confirm local ordinances and jurisdiction cleaning method restrictions.
    - c. Do not to inject water into roofing substrate.
    - d. Acceptable cleaning methods
      - 1. Pressure washer with greater than 2000 psi.
      - 2. Algae, mildew, or fungus:
        - a. Treat with a tri-sodium phosphate (TSP) or equivalent non-filming detergent and water solution.
        - b. Clear water rinse until complete cleaning residue removal.
- C. Membrane Repairs
- 1. Use a stiff bristled brush or sealant knife to apply sealant.
  - 2. Damaged insulation and roofing membrane
    - a. Cut existing roof membrane on three sides and fold back.
    - b. Remove damaged insulation and defective components.
    - c. Replace roofing system with matching materials.
    - d. Fold existing roof membrane into place and secure in accordance with Roofing Manufacturer published literature to create a continuous, flush, and secure substrate.
    - e. Seal repaired membrane seams using one of the following methods:
      - 1. Sealant

- a. Install butter grade or fibered grade sealant at 125 wet mils [1/8-inch (3 millimeters)], extending 3 inches (75 millimeters) each side of seam.
  - 2. Reinforced roof coating
    - a. Install roof coating at 32 wet mils [2 gallons per square foot (7.5 liters per 9.3 square meters)], extending 4 inches (100 millimeters) each side of seam.
    - b. Center 6 inch (150 millimeter) wide strip of reinforcement fabric over seam and fully embed into wet roof coating.
    - c. Apply roof coating over cured reinforced seam at 16 wet mils [1 gallon per square foot (3.75 liters per 9.3 square meters)], extending 4 inches (100 millimeters) each side of seam.
- 3. Loose or torn seams
  - a. Repair membrane using one of the following methods:
    - 1. Sealant
      - a. Apply sealant under loose or torn membrane and firmly press membrane into place.
      - b. Verify membrane is fully bonded with gaps or loose material.
      - c. Coat repaired area with sealant to create a smooth, continuous, and watertight finish.
    - 2. Reinforced roof coating
      - a. Install roof coating at 32 wet mils [2 gallons per square foot (7.5 liters per 9.3 square meters)] extending 4 inches (100) each side of seam.
      - b. Center 6 inch (150 millimeter) wide strip of reinforcement fabric over seam and fully embed into wet roof coating.
      - c. Apply roof coating over cured reinforced seam at 16 wet mils [1 gallon per square foot (3.75 liters per 9.3 square meters)], extending 4 inches (100 millimeters) each side of seam.
- 4. Membrane defects
  - a. Repair splits, cracks, blisters, deteriorated flashings, and cracked metal edging using one of the following methods:
    - 1. Sealant
      - a. Install butter grade or fibered grade sealant at 125 wet mils [1/8-inch (3 millimeters)], extending 3 inches (75 millimeters) each side of defect.
    - 2. Reinforced roof coating
      - a. Install roof coating at 32 wet mils [2 gallons per square foot (7.5 liters per 9.3 square meters)],

- extending 4 inches (100) millimeters) each side of defect.
- b. Center 6 inch (150 millimeter) wide strip of reinforcement fabric over defect and full embed into wet roof coating.
- c. Apply roof coating over cured reinforced defect at 16 wet mils { 1 gallon per square foot (3.75 liters per 9.3 square meters)}, extending 4 inches (100 millimeters) each side of defect.

### A.3 INSTALLATION

- A. Roof coating may settle during storage. Mix roof coating prior to use with drill and mixer blade until consistent viscosity is achieved.
- B. Primer
  - 1. Install primer in accordance with Roof Coating Manufacturer’s application guide.
  - 2. Allow primer to dry prior to subsequent installations.
- C. Detailing and Flashing
  - 1. Install detailing and flashings per Roof Coating Manufacturer’s details and application guide.
  - 2. Refer to Roof Coating Manufacturer’s application guide for pretreatment of secure and intact seams, curbs, parapets, pipe penetrations, fastener heads, and drains.
  - 3. Roof valleys and waterways:
    - a. Install roof coating at 16 wet mils [1 gallon per square foot (3.75 liters per 9.3 square meters)], extending 12 inches (300 millimeters) each side of valley.
    - b. Center 18 inch (450 millimeter) wide strip of reinforcement fabric over valley and fully embed into wet roof coating.
    - c. Brush reinforcement fabric with soft bristled broom or paint roller to remove voids and air gaps.
    - d. Coat reinforcement fabric side and end laps with roof coating. Overlap of dry fabric is not acceptable.
    - e. Overlap reinforcement fabric 4 inches (100 millimeters) minimum.
    - f. Apply roof coating over cured reinforced seam at 16 wet mils [1 gallon per square foot (3.75 liters per 9.3 square meters)], extending 4 inches (100) millimeters) each side of seam.
- D. Roof Marking
  - 1. Measure and mark area prior to roof coating installation.
  - 2. Contract Roof Coating Manufacturer for roof marking instructions.
    - a. Coverage rates are theoretical and do not account for material loss due to spraying, surface texture, and waste.
    - b. Install a test patch to verify coating achieves millage requirements.
    - c. Adjust application rates based on test patch results to meet specified requirements.
- E. Roof Coating

1. Apply roof coating per Roof Coating Manufacturer minimum application rates.
  - a. Refer to Roof Coating Manufacturer warranty chart for coverage rate options.
  - b. Application rates apply to both Material Plus and Gold Seal Warranties.

F. Walkways

1. Install roof coating at 16 wet mils [1 gallon per square foot (3.75 liters per 9.3 square meters)] at traffic areas.
2. Apply roof granules into wet roof coating at 20-30 pounds per square foot (9-13.5 kilograms per square meter).
3. Remove loose particles after roof coating is fully cured.

A.4 SITE QUALITY CONTROL

A. Site Tests and Inspections

1. Observe roof coating installation during the following phases:
  - a. Substrate verification
  - b. Roof coating installation start
  - c. Final inspection of roof coating installation

A.5 CLEANING

A. Waste Management

1. As the work proceeds, and upon completion, promptly clean up and remove from the premises all rubbish and surplus materials resulting from the foregoing work.
2. Clean soiled surfaces, spatters, and damage caused by work of this Section.
3. Dispose of roof coating per local code ordinance.

A.6 PROTECTION

- A. Protect roof coating from damage by other trades.
- B. Limit traffic on roof coated surfaces for a minimum of two (2) days.

\*\*\*\*\*

**SPEC NOTE: Henry®Pro-Grade®9889 Silicone Roof Coating for Existing Metal Roofs.** This specification is ideally suited for the protection and maintenance of existing coated and non-coated metal roofing including steel, aged galvanized steel, aluminum, and copper to extend the life of the roof assembly.

**SPEC NOTE:** This specification is not intended for application over Kynar® or Hylar® coated metal roofs.

**SPEC NOTE:** Contact Henry technical services at (800) 486-1278 for previously coated roofs.

**SPEC NOTE:** Pro-Grade 988 Silicone Roof Coating discussed in this specification is not recommended for use on cold storage or cryogenic structures due to constant high-water vapor

drive causing long-term accumulation of moisture in the insulation. Consult Henry for vapor retardant systems to use on refrigerated structures.

SPEC NOTE: Use extreme caution when applying and walking on coated surfaces. Coated surfaces are extremely slippery and can create a fall hazard resulting in death or injury.

SPEC NOTE: Coverage rates indicated in guide specifications do not include material calculations for waste.

SPEC NOTE: Metal roofing assemblies equal to or lighter than 28 gauge (0.015 inches) may be ineligible for Gold Seal Warranty issuance. Contact Henry prior to roof coating application.

SPEC NOTE: Contract Henry sales representative for list of required documents and procedures prior to material purchase. Warranties submitted without required documents and procedures completed may result in delay or rejection of warranty request.

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## **MAINTENANCE OF FLASHING AND SHEET METAL**

### **PART 1 – GENERAL**

#### **A.1 SUMMARY**

- A. This Section Includes
  - 1. Silicone roof coating over existing metal roofs

#### **A.2 REFERENCES**

- A. Reference Standards
  - 1. American Society for Testing and Materials (ASTM)
    - a. ASTM D1549 – Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer.
    - b. ASTM D7281 – Standard Test Method for Determining Water Migration Resistance Through Roof Membranes
    - c. ASTM E108 – Standard Test Methods for Fire Tests of Roof Coverings
    - d. ASTM G1554 – Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamb Apparatus for Exposure of Nonmetallic Materials
  - 2. Factory Mutual (FM):
    - a. FM Approvals 4470 – Single-Ply, Polymer-Modified Bitumen Sheet, Built-Up Roof (BUR) and Liquid Applied Roof Assemblies for Use in Class 1 and Noncombustible Roof Deck Construction
  - 3. Dirt Pick-Up Resistance:
    - a. MOT P-14 – Dirt Pickup Resistance
  - 4. National Sanitation Foundation (NSF)
    - a. Protocol P151 Health Effects from Rainwater Catchment System Components

5. Underwriters Laboratories (UL):
  - a. UL 790 - Standard Test Methods for Fire Tests of Roof Coverings

### A.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordination
  1. Do not allow access to installation areas by other trades during roof coating installation.
- B. Pre-installation Meetings
  1. Review installation and coordination requirements for warranty eligibility prior to pre-applied roof coating installation.

### A.4 SUBMITTALS

- A. Action Submittals
  1. Product data
    - a. Guide specification
    - b. Safety data sheets
    - c. Standard details
    - d. Technical data sheets
  2. Certificates
    - a. Certification stating assembly components are supplied and warranted by single source Manufacturer.
    - b. Certification stating Roof Coating Manufacturer meets the following standards:
      1. Part of a single source manufacturer for roof coatings, Spray Polyurethane Foam (SPF), and EPDM,. TPO, PVC roofing systems.
      2. Incorporates a national manufacturing and production capabilities program including supply chain procurement teams and logistics management.
      3. Each manufacturing facility must implement a full-time quality control and oversight operating system.
      4. Participates in the Global Environmental, Social, and Governance (ESG) program to achieve Net Zero greenhouse gas emissions across the entire value chain by 2050.
    - c. Sarbanes-Oxley Act (SOX) compliant with public access to published annual report.
    - d. Statement stating Installer is authorized by Roof Coating Manufacturer to complete work as specified.

### A.5 QUALITY ASSURANCE

- A. Qualifications
  1. Manufacturer qualifications:
    - a. Minimum of 20 years of experience in production and sales of roof coatings.
    - b. Part of a single source manufacturer for roof coatings, Spray Polyurethane Foam (SPF), and EPDM, TPO, PVC roofing systems.

- c. Incorporates a national manufacturing and production capabilities program including supply chain procurement teams and logistics management.
- d. Each manufacturing facility must implement a full-time quality control and oversight operating system.
- e. Participates in the Global Environmental, Social, and Governance (ESG) program to achieve Net Zero greenhouse gas emissions across the entire value chain by 2050.
- f. Sarbanes-Oxley Act (SOX) compliant with public access to published annual report.
- A. Installer qualifications
  - a. Authorized by Roof Coating Manufacturer to complete work as specified.
  - b. 5 years minimum of experience in work as described in this section.

#### A.6 DELIVERY, STORAGE AND HANDLING

- A. Delivery and Acceptance Requirements
  - 1. Deliver materials in original, factory-sealed, unopened containers with intact and legible product label and manufacturer name.
- B. Storage and Handling
  - 1. Store materials as recommended by the Roof Coating Manufacturer in a protected area and out of direct sunlight. Protect materials from rain and physical damage.

#### A.7 SITE CONDITIONS

- A. Ambient Conditions
  - 1. Do not perform work during rain or inclement weather.
  - 2. Do not perform work on surfaces covered in frost, snow, or wet to the touch.
  - 3. Do not perform work over saturated insulation or saturated substrates.
  - 4. Do not perform work when temperatures exceed product specific limitations. Refer to product specific technical data sheet for minimum application temperature.

#### A.8 WARRANTY

- A. Manufacturer Warranty
  - 1. Material Plus Warranty:
    - a. Warrants product against product defect; provides material only for a period of 15 years from date of purchase.

### **PART 2 – PRODUCTS**

#### A.1 ASSEMBLIES

- A. Manufacturers
  - 1. Manufacturer list:
    - a. Henry®, a Carlisle Company, 336 Cold Stream Rd., Kimberton, PA 19442, (800) 486-1278, [www.henry.com](http://www.henry.com)
- B. Performance Criteria
  - 1. Energy performance:

- a. Initial solar reflectance (ASTM C1549): 88%
- b. Solar reflective index (SRI): 111
- c. Thermal emittance (ASTM C1371): 0.90
- 2. FM approved (Class number 4470): Max Roof Slope: 5:12
- 3. Tested fire response characteristic (ASTM E108 or UL 790): Class 1
- 4. NSF Protocol P151: Tested and certified – system does not contaminate water
- 5. Ponding water resistant
- 6. Water leakage resistance (ASTM D7281): Pass ( $\geq 22$  dry mils)
- 7. Resistant to fungi, mold, and mildew
- 8. Dirt pick-up resistance (MOT P-14): Pass
- 9. Rain safe in 15 minutes
- 10. Tack-free time: Approximately 1-2 hours
- 11. Does not contain hydrocarbon solvents
- 12. Does not contain calcium carbonate
- 13. Does not require hazardous cleaners or solvents
- 14. Volatile Organic Content (VOC): 10g/l max.

\*\*\*\*\*  
SPEC NOTE: Contact Henry for additional roof coating color options. Custom color typical properties may vary.  
 \*\*\*\*\*

C. Materials

- 1. Roof coating
  - a. Top coat
    - a. Solvent free one-component moisture curing silicone rubber roof coating, having the following typical properties:
      - a. Basis of design: Pro-Grade® 98 Silicone Roof Coating
      - b. Color: Bright White, Tan or Gray
      - c. Energy performance:
        - 1. Initial solar reflectance (ASTM C1549): 88%
        - 2. Solar reflective index (SRI): 111
        - 3. Thermal emittance (ASTM C1371): 0.90
      - d. FM approved (Class number 4470): Max Roof Slope: 5:12
      - e. Tested fire response characteristics (ASTM E108 or UL 790): Class A
      - f. NSF Protocol P151: Tested and certified – system does not contaminate water
      - g. Ponding water resistant
      - h. Water leakage resistance (ASTM D7281): Pass ( $\geq 22$  dry mils)
      - i. Resistant to fungi, mold and mildew
      - j. Dirt pick-up resistance (MOT P-14): Pass
      - k. Rain safe in 15 minutes
      - l. Tack-free time: Approximately 1-2 hours



- m. Does not contain hydrocarbon solvents
    - n. Does not contain calcium carbonate
    - o. Does not require hazardous cleaners or solvents
    - p. Volatile Organic Content (VOC): 10 g/l max
  - b. Base coat
    - a. Solvent free one-component moisture curing silicone rubber roof coating:
      - a. Basis of design: Pro-Grade 988 Silicone Roof Coating
      - b. Color: Bright White, Tan, or Gray
- 2. Primer
  - a. Single-coat adhesive designed for bonding un-vulcanized silicone elastomers to various substrates:
    - 1. Basis of design: Pro-Grade 941 Primer
- 3. Reinforcement
  - a. Stitch bonded, high performance fabric reinforcement sheet:
    - 1. Basis of design: Henry 195 Polyester Fabric
- 4. Sealant
  - 1. Butter grade, one-part moisture cure sealant consisting of silicone rubber:
    - a. Basis of design: Pro-Grade 923 Butter Grade Silicone Roof Sealer
  - 2. Fibered grade, one-part moisture cure sealant consisting of silicone rubber:
    - a. Basis of design: Pro-Grade 957 Silicone Fibered Roof Sealer
- 5. Fastener sealer
  - a. One-part, moisture-curing silicone sealant specifically designed to seal fasteners on low and semi-steep sloped metal roofs:
    - 1. Basis of design: Pro-Grade 928 Patch Pocket & Self-Leveling Roof Sealer

## A.2 ACCESSORIES

- A. Rust inhibitor
  - 1. Contact Henry for a list of recommended products.

## PART 3 – EXECUTION

### A.1 EXAMINATION

- A. Verification of Conditions
  - 1. Verify metal gauge thickness is in accordance with Roof Coating Manufacturer requirements.
  - 2. Verify substrates are in accordance with Roof Coating Manufacturer requirement and as specified in this Section prior to roof coating installation. Commencement of work indicates installer acceptance of the substrate.

- a. Verify surfaces are sound, dry, clean, and free of oil, grease, dirt, excess mortar, frost, laitance, loose and flaking particles, or other contaminants.
    - b. Verify substrates are continuous and secured.
    - c. Verify metal seams and flashings, skylights, scuppers, gutters, penetrations, and structures located within area of work are leak free and in good working condition.
    - d. Verify metal seams are tight and flush.
    - e. Do not install roof coating over rusted substrates.
  - 3. Previously coated areas
    - a. Contact Roof Coating Manufacturer for previously coated examination procedures.
- B. Pre-installation Testing
  - 1. Moisture detection survey
    - a. Visual inspection
  - 2. Adhesion test
    - a. Complete an adhesion test over all substrates prior to installation of roof coating.
    - b. Submit passing adhesion test results to Roof Coating Manufacturer during warranty application process.
    - c. Refer to Roof Coating Manufacturer's application guide for adhesion test procedures.
    - d. Allow roof coating to cure a minimum of 72 hours prior to conducting adhesion testing.
- C. Evaluation and Assessment
  - 1. Verify roof areas promote positive drainage. Contact Roof Coating Manufacturer for ponding area repair procedures.

## A.2 PREPARATION

- A. Protection of In-Place Conditions
  - 1. Protect areas and surfaces not included in scope of work against damage or soiling.
  - 2. Secure protective coverings against wind and vent area if used in conjunction with applications preventing collection and moisture.
  - 3. Post signs noting potential overspray hazard within 400 feet (120 meters) of applications.
  - 4. Turn off air-intake ventilation equipment to prevent fumes from entering building.
  - 5. Post "No Smoking" signs near roof coating installation until vapors dissipate.
- B. Surface Preparation
  - 1. Surface Cleaning
    - a. Remove mill oil and other contaminants that may inhibit adhesion.
    - b. Confirm local ordinances and jurisdiction cleaning method restrictions.
    - c. Do not inject water into roofing substrate.

- d. Acceptable cleaning methods
    - 1. Pressure washer with greater than 2000psi.
    - 2. Air lance with greater than 2000psi.
    - 3. Etching detergent and sprayer
      - a. Allow etching detergent to stand for 5 minutes. Lightly scrub with stiff bristle broom and remove with power washer using 3 to 4 feet (1 to 1.2 meters) area pattern with recommended equipment.
        - 1. Hudson type agricultural sprayer with greater than 2000psi
        - 2. Conventional pressure sprayer with greater than 2000psi
        - 3. Airless sprayer with greater than 2000psi
        - 4. Algae, mildew, or fungus:
          - a. Treat with tri-sodium phosphate (TSP) or equivalent non-filming detergent and water solution.
          - b. Clear water rinse until complete cleaning residue removed.
2. Repair, removal, and replacement of existing metal roofing
  - a. Replace metal panels compromising structural integrity including damaged, weakened, or corroded panels, fascia, gutters, vents, ridge caps, and flashings. Contact Metal Roofing Manufacturer for repair, removal, and replacement of compromised materials.
  - b. Remove rust with wire brush, sandblast, or mechanically abrade until substrate is smooth and rust free.
    - 1. Prime repaired substrates with rust inhibitor to protect previously rusted areas.
  - c. Remove old and damaged mastic repairs at laps, seams, and fasteners.
3. Fastener integrity
  - a. Retighten or replace fasteners as required to obtain secure placement in accordance with Metal Roofing Manufacturer published literature.
  - b. Stitch-fasten deflected metal panels together to ensure a continuous substrate eliminating gaps.
  - c. Fasteners requiring replacement must use larger diameter fasteners than existing.

### A.3 INSTALLATION

- 1. Roof coating may settle during storage. Mix roof coating prior to use with drill and mixer blade until consistent viscosity is achieved.
- 2. Primer
  - 1. Non-coated surfaces

- a. Where adhesion is less than desired, apply primer in accordance with Roof Coating Manufacturer’s published literature.
  - 2. Previously coated surfaces
    - a. No primer required where adhesion testing meets minimum requirements.
- 3. Detailing and Flashing
  - 1. Install detailing and flashings per Roof Coating Manufacturer’s details and application guide.
  - 2. Refer to Roof Coating Manufacturer’s application guide for pretreatment of secure and intact metal seams, curbs, parapets, pipe penetrations, fastener heads, and drains.
- 4. Roof Marking
  - 1. Measure and mark the area prior to roof coating installation.
  - 2. Contact Roof Coating Manufacturer for roof marking instructions.
    - a. Coverage rates are theoretical and do not account for material loss due to spraying, surface texture, and waste.
    - b. Install a test patch to verify coating achieves millage requirements.
    - c. Adjust application rates based on test patch results to meet specific requirements.
- 5. Roof Coating
  - 1. Apply roof coating per Roof Coating Manufacturer minimum application rates.
    - a. Refer to Roof Coating Manufacturer warranty chart for coverage rate options.
    - b. Application rates apply to both Material Plus and Gold Seal Warranties.

#### A.4 SITE QUALITY CONTROL

- 1. Site Tests and Inspections
  - 1. Observe roof coating installation during the following phases:
    - a. Substrate verification
    - b. Roof coating installation start
    - c. Final inspection of roof coating installation

#### A.5 CLEANING

- 1. Waste Management
  - 1. As the work proceeds, and upon completion, promptly clean up and remove from the premises all rubbish and surplus materials resulting from the foregoing work.
  - 2. Clean soiled surfaces, spatters, and damage caused by work in this Section.
  - 3. Dispose of roof coating per local code ordinances

#### A.6 PROTECTION

- 1. Protect roof coating from damage by other trades.
- 2. Limit traffic on roof-coated surfaces for a minimum of 2 days.

## **JOINT SEALANTS**

### **PART 1 - GENERAL**

#### **A.1 SUMMARY**

- A. Section includes the following:
  - 1. Joints sealants and installation accessories for interior and exterior locations except for exterior wall joint sealants and acoustical sealants as specified in other Sections.
- B. Related Requirements (if applicable)
  - 1. Maintenance of Membrane Roofing
  - 2. Maintenance of Flashing and Sheet Metal
  - 3. Maintenance of Joint Protection

#### **A.2 SUBMITTALS**

- A. Product Data:
  - 1. Submit Manufacturer's current specifications and recommended installation procedures.
  - 2. Submit sample warranty to be signed jointly by Applicator and Manufacturer.
  - 3. Submit manufacturer's standard color chart.
  - 4. Certification in the form of standard data sheet or letter that each type of compound and sealant to be furnished complies with these specifications.
  - 5. Statement that each product to be furnished is recommended for the application shown for the project.
  - 6. Complete instructions for handling, storage, mixing, priming, installation, curing and protection of each type of sealant.
- B. Shop Drawings: Illustrations in sufficient detail to show installation and interface of the work of this Section with the work of adjacent trades.
- C. Field Adhesion Test and Stain Reports: Submit copies of logs and test reports showing results of field adhesion testing and stain testing.
- D. Submit three (3) samples of each specified product, 12-inch minimum lengths, and installed between representative samples of materials to be sealed for each produce. The Project Manager's acceptance will be for color only.
- E. Certifications: Submit certification signed jointly by Contractor and Sealant Manufacturer, certifying that products comply with specification requirements, are proper and adequate for the condition of installation and use, have been properly selected and designed for applications where they are to be installed, and that sealants and accessory materials have been installed in accordance with Manufacturer's printed instructions and recommendations of Manufacturer's field representative.
- F. Provide a procedure detailing the cleaning, priming, taping, tooling and other steps recommended to ensure satisfactory function and appearance.
- G. Contract Closeout: Submit Manufacturer's Warranty.

### A.3 QUALITY ASSURANCE

- A. Qualifications: Installers shall be thoroughly trained and experienced in the necessary skills and shall be thoroughly familiar with the specified requirements.
- B. Field Adhesion Testing: Perform pre-construction adhesion testing for each type of sealant and substrate as follows:
1. Arrange for Manufacturer's field technical representative to be present during testing.
  2. Install sealant in test joints in minimum 60-inch lengths.
  3. Test joints by standard field adhesion hand pull test.
  4. For joints with dissimilar substrates, test adhesion to each substrate separately as recommended by sealant Manufacturer.
  5. Conduct number of field adhesion tests for each type of sealant and each type of substrate as follows:
    - a. Not less than ten (10) tests for the first 1,000 feet of installation sealant and one (1) test for each additional 1,000 feet of sealant installed, or one (1) test per floor per elevation.
  6. Document results of field adhesion tests and record results in field adhesion test log.
  7. Include in log data on pull distance used to test each joint sealant.
  8. Include data on joints where material connected with pull portion of sealant failed to adhere to joint substrate or tore cohesively.
  9. Inspect joints and record data for the following:
    - a. Complete fill.
    - b. No voids.
    - c. Joint dimensions matching those of Manufacturer's recommended details.
  10. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
  11. Do not install joint sealants that fail to adhere to joint substrates during testing.
  12. Repair sealant test areas by removing damaged materials and applying sealant to test area using same procedure used to originally install the sealant.
- C. Stain Testing: Perform stain testing of natural stone, masonry and other porous substrates proposed for use in the work. Obtain actual samples of materials proposed for use and test to determine if permanent discoloration of porous surfaces will occur from direct contact with sealants. Perform stain testing in conformance with ASTM from direct contact with sealants. Perform stain testing in conformation with ASTM C1248 and as follows:
1. Arrange for Manufacturer's field technical representative to be present during examination of test results.
  2. Cut substrate to provide flat surface for application of sealant.
  3. Separate substrate materials by removable shims to create 1/2 x 1/2 x 3 inch joint.
  4. Fill joint with scheduled sealant, tool, and allow to cure for 21 days at room temperature.

5. After twenty-one (21) day curing, remove shims, compress joint to 50 percent of original joint width to 1/4 inch, and place in an oven at 158 degrees F. for fourteen (14) days.
  6. After fourteen (14) days in oven, remove and allow sample to cool to room temperature.
  7. Examine sample to determine presence of discoloration or change in appearance in any way to exposed surface.
  8. After visual inspection, cut sample in half to determine presence of discoloration or change in appearance in any way into the sample itself at the adhesive bond line and presence of bleeding into the area around the adhesive bond line.
  9. Document results of stain tests and record results in stain test log.
  10. Do not install sealants that show evidence of staining substrates.
- D. Field Color and Workmanship Samples: Seal a section of joint as directed, under job conditions, at least seven (7) days prior to start of work for review by the Project Manager. When approved, sample shall be used as a standard of comparison for remainder of work.
- E. Manufacturer and sealants Subcontractor to submit log of testing, on company letterhead for each test performed indicating, but not limited to the following:
1. Date
  2. Project identification
  3. Sealant identification including name, type and batch number
  4. Test performance, i.e., acceptable, marginal, not acceptable
  5. Storage conditions
  6. Signature of person conducting test
- F. Location where the test was conducted.
- G. If tests indicate sealant material is marginal or not acceptable, sealant is not to be used. Tester is to immediately notify the Project Manager and Contractor of the deficient materials. The sealant Subcontractor is to immediately remove deficient materials from site.
- H. Inspections
1. Coordinate sealant selection and application as necessary for the full and satisfactory compatibility and performance between all sealants used under this section with all other applicable and related sections using sealants that may be in direct contact with work of this section.
  2. Take all required steps and precautions to properly isolate and prevent any degree of incompatibility between sealants, all in strict accordance with Manufacturer's specifications, recommendations and instruction.
  3. Contractor is to periodically test sealants in place in addition to the Manufacturer's field testing, for adhesion, using methods recommended by sealant Manufacturer. Promptly replace all sealant that does not adhere or fails to cure.
  4. Contractor shall arrange to meet the sealant Manufacturer at the jobsite and witness initial installation of sealant on the project with the Contractor, the Project Manager and other Consultants.

A.4 DELIVERY, STORAGE AND HANDLING

- A. Packing and Shipping: Deliver materials to site in Manufacturer’s original unopened packaging with labels intact.
- B. Storage: Adequately protect against damage while stored at the site. Maintain product in accordance with Manufacturer’s recommendations with proper precautions to ensure fitness of material when installed.
- C. Handling: Comply with Manufacturer’s instruction.

A.5 PROJECT/SITE CONDITIONS

- A. Environmental Requirements: Observe Manufacturer’s temperature service range. Do not apply sealant when weather conditions will inhibit bonding and curing.

A.6 WARRANTY

- A. Provide warranty, in writing and signed jointly by the installer and sealant Manufacturer, to replace sealants which fail at no additional cost to the City because of loss of cohesion or adhesion, or do not cure, and which fail to achieve air-tight and water-tight seal as follows:
  - 1. Sealant Types “A” and “B”: 5 years.
  - 2. Sealant Types “C1” and “C2”: 20 years.
  - 3. Sealant Types “D” and “E”: 2 years.

**PART 2 PRODUCTS**

A.1 MANUFACTURERS

- A. Manufacturer list:
  - 1. Henry®, a Carlisle Company, 336 Cold Stream Rd., Kimberton, PA 19442, (800) 486-1278, [www.henry.com](http://www.henry.com).
- B. Single Source Responsibility for Joint Sealer Materials:
  - 1. Obtain joint sealer materials from a single Manufacturer for each different product obtained.
  - 2. If sealants from separate Manufacturers must be used and could come in contact with each other, provide written certification from every Manufacturer involved that the sealants are compatible and will adhere to each other.

A.2 MATERIALS

- A. General: Sealants, primers, back-up materials, preformed joint fillers, bond breakers, and related materials shall be compatible with adjoining materials.
- B. Sealant:
  - 1. General: The selection of proper sealant for a particular joint shall be in accordance with current published recommendations of the Manufacturer.
  - 2. Types: Type “B”: Silicone sealant conforming to ASTM C920, Type M, Grade NS, Class 25, Use NT, M, A, O, and capable of withstanding movement of 50% in extension and compression, and sustained temperatures of 250 degree F in service. Dow Corning 790, 795, CCS and CWS. Refer to Maintenance of Membrane Roofing and Maintenance of Flashing and Sheet Metal.



3. Color: Provide standard or custom colors as selected by the Project Manager. In general, sealant shall be in colors matching the adjacent materials unless specifically noted otherwise on Drawings.
- C. Primer: Non-staining type, recommended by sealant Manufacturer to suit application.
  - D. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
  - E. Other Materials: Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor and approved by the sealant Manufacturer as compatible, subject to the review by the Project Manager.

### **PART 3 EXECUTION**

#### **A.1 EXAMINATION**

- A. Verification of Conditions: Examine sub-surfaces to receive work and report detrimental conditions in writing to the Project Manager. Commencement of work will be construed as acceptance of subsurfaces. Verify, before proceeding with this work, that required inspections of existing conditions have been completed.
- B. Coordination: Coordinate with other work which affects, connects with, or will be concealed by this work.

#### **A.2 PREPARATION**

- A. Clean, prepare, and prime joints in accordance with Manufacturer's instructions. Remove loose materials, dust, oil, grease, water, surface dirt, frost, old caulking material and other foreign matter which may impair adhesion of sealant.
  1. Clean porous materials where necessary by grinding, sand or water-blast cleaning, mechanical abrading, acid washing or combination of these methods as required to provide a clean, sound base surface for sealant adhesion. Clean nonporous surfaces, either mechanically or chemically.
  2. Remove laitance by acid washing, grinding or mechanical abrading. Remove form oils by sand or water-blast cleaning. Remove all loose particles present or resulting from grinding, abrading or blast cleaning by blowing out joints with oil free compressed air or by vacuuming joint prior to application of primer or sealant.
  3. Remove protective coatings from metallic surfaces by two rag solvent wipe methods. Use clean white cloths or lint free paper towels for cleaning with solvent and drying. Clean joint areas protected with masking tape or strippable film with solvent after removal of tape or film. Do not allow solvent to air dry without wiping.
- B. Verify that joint shaping materials and release tapes are compatible with sealant.
- C. Examine joint dimensions and size materials to achieve required width/depth ratios.
  1. Joint widths, depths, and conditions detailed on shop drawings by related work contractors shall be considered as minimum allowable requirements except where they may conflict with sealant Manufacturer's recommendations. In all cases, joints must be uniform in width. Do not seal joints until they are in compliance with drawings or meet the accepted

control section standard. Notify general Contractor and the Project Manager of Conditions not compliant with Drawings or acceptable standards.

2. Clean out and rake, to full width and depth, to accommodate specified back-up material or preformed joint filler and sealant.
- D. Use joint filler to achieve required joint depths, to allow sealants to perform properly.
- E. Use bond breaker where required.
- F. Protect adjacent surfaces from damage by masking when necessary.

### A.3 INSTALLATION

#### A. General:

1. Install sealant in accordance with manufacturer's instructions.
2. In general, seal openings and other locations which normally require sealant to seal against infiltration from air, water and most insects, including but not limited to:
  - a. Construction and expansion joints.
  - b. Joints between dissimilar materials.
  - c. Joints around windows, door frames, louvers and other penetrations and openings in the exterior wall.
  - d. Other locations indicated on drawings.
3. Follow sealant Manufacturer's instruction regarding surface preparation, priming, application life, and application procedure. Consult sealant Manufacturer for recommendation for application procedure. Apply sealant within recommended temperature ranges. Consult Manufacturer when sealant cannot be applied within recommended temperature ranges. Consult sealant Manufacturer for recommendation for application of silicone sealant when air temperature is below 40 degree F., or surface temperatures of sealant contact surfaces are above 115 degree F.
4. Apply masking tape, where required, in continuous strips in alignment with joint edge. Remove tape immediately after joints have been sealed and tooled as directed. Sealant on face of adjacent stone or other materials will not be acceptable.

#### B. Joints:

1. Free of air pockets, foreign embedded matter, ridges and sages.
  2. Tool joints concave.
- C. Apply sealant under pressure with hand or power actuated gun or other appropriate means. Gun shall have nozzle of proper size and provide sufficient pressure to completely fill joints as detailed.
  - D. Neatly point or tool joint surfaces to provide slightly concave surfaces, free of wrinkles and skips, uniformly smooth and with perfect adhesion along both sides of joint. All joints to be "Dry Tooled". Do not use water-wet tool or tooling solutions.
  - E. Consult sealant Manufacturer regarding the proper method of installing back-up material or joint filler at proper depth in joint to provide specified sealant dimensions. Compress back-up material 25 to 50 percent into the joints as required.

Do not apply sealant without back-up materials. Install bond breaker strip between sealant and non-release type back-up material. Three side adhesion is acceptable only for the sealing at joinery of members that are to be rigidly attached to each other by means of screws or welding restricting all movement.

- F. Install back-up rod stock into the joint to avoid lengthwise stretching. Rod stock shall not be twisted or braided. Use bond breaker strip in all joints where sufficient room for back-up does not exist.
- G. Surfaces of joints to be sealed must be dry. Do not attempt sealant work on wet surfaces or where frost is present. Consult sealant Manufacturer regarding the procedures for determining acceptable surface conditions.

#### A.3 CLEANING

- A. Clean adjacent surfaces of sealant as work progresses.
- B. Use solvent or cleaning agent as recommended by sealant Manufacturer.
- C. During the course of the work and on completion, remove and dispose of excess materials, equipment and debris away from premises.

#### A.4 SCHEDULE

- A. Expansion and Control Joints:
  - 1. Joints around exterior windows and doors, exterior columns, louvers, masonry, concrete to concrete, steel, wall penetrations, connections, parapet caps, other joints to seal off building from exterior air and moisture: Type "B".

### **DUST CONTROL**

The Contractor shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by operations in connection with this Contract; which the Contractor or any of his subcontractors are using, demolition operations, or other activities. Control shall be the use of dust barrier walls, 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, operations shall be performed in a manner to minimize unnecessary noise generation. In this facility, particular consideration shall be given to noise generated by construction activities during operating hours. Work may need to be coordinated with the facility operator. City Code (7-208(d)) allows for construction activity between the hours of 6 AM and sunset. Any deviation from a normal eight (8) hours per day, forty (40) hours per week work schedule will require a written request from the Contractor (Refer to MAG Standard Specification 108.5).

## **14. 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.

- A. 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 plans, surplus material, and equipment belonging to them or used under their direction during construction.

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

C. **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 representative for acceptance. The City shall be the sole judge as to the acceptability of the record plans. Receipt of an acceptable set is a prerequisite for final payment.

D. **TOUCH-UP AND REPAIR:** The Contractor shall touch up or repair all finished surfaces on structures, equipment, fixtures, or whatever, that have been damaged before final acceptance. Surfaces on which such touch-up or repair cannot be accomplished shall be completely refinished or in the case of hardware and similar small items, the item shall be replaced.

E. **GUARANTEED:** The Contractor shall guarantee the work done on this project for two (2) years after the project acceptance against faulty materials, faulty workmanship, and failure to meet the requirements of the Specifications. Said guarantee by the Contractor shall not apply to damage cause by earthquakes or other acts of God, land subsidence, faulty operations, or any abuse of the project by others. Project acceptance is done by the City of Kingman Council action whereby all remaining retentions are released to the Contractor and the City officially approves the project and takes over maintenance responsibility.

## **15. PROTECTION OF EXISTING UTILITIES**

Contractors shall protect all existing underground structures and utilities and cooperate with the Utility Companies in protecting all services lines. Forty-eight (48) hours prior to commencement of construction, the Contractor shall notify: Blue Stake (8-1-1) or (1-800-STAKE-IT).

Notification is required in the INFORMATION FOR BIDDERS section of this document to show that a reasonable attempt has been made to locate existing utility mains as shown on the construction plans. The Contractor shall make their 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 building service utility lines are not shown on the Plans. It shall be the Contractor's responsibility to locate and protect these individual or building services. If, due to the Contractor's operations, any of these lines are damaged, they 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 Project Manager. However, no payment shall be made unless significant changes in the plans or specifications are required.

**16. PAYMENTS TO THE CONTRACTOR**

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

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.

This project is in whole or in part Federally funded and the Contractor will be required to adhere to Davis-Bacon Federal labor standard provisions. All Required Federal Labor Standards (LS) forms as listed in the Contract Agreement including weekly payroll reports will need to be submitted to the City in order to comply. Errors or omissions on these forms may delay payment.

**17. SUSPENSION 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.

**18. CHARACTER AND STATUS OF WORK 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 subcontractors and shall 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 be of their own choosing, provided they follow best general practice and are calculated to secure results that will satisfy the requirements of the plans and specifications.

The work covered by this contract shall be carefully laid out in advance and performed 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. They shall conduct their construction operations in such a manner as to avoid injury to their personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

**PROPOSAL AND FORMS**

*Contractor's may use AIA Document A305 – Contractor's Qualification Statement or this form to fulfill the qualification requirements of the bid.*

## **CONTRACTOR'S QUALIFICATION STATEMENT**

The undersigned certifies under oath to the truth and correctness of all statements and of all answers to questions made hereinafter.

**SUBMITTED TO: City of Kingman**

**ADDRESS: 310 N. Fourth St., Kingman, AZ 86401**

**SUBMITTED BY:**

**NAME:**

**ADDRESS:**

**ARIZONA CONTRACTOR'S LICENSE #**

**FEDERAL ID #**

**PRINCIPAL OFFICE:**

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Other         |
| <input type="checkbox"/> Individual  |  |

1. How many years has your organization been in business as a general contractor?
2. How many years has your organization been in business under its present business name?
  - A. Under what other or former names has your organization operated?
3. If a corporation, answer the following:
  - A. Date of incorporation:
  - B. State of incorporation:
  - C. President's name:
  - D. Vice-president's name(s):
  - E. Secretary's name:
  - F. Treasurer's name:
4. If an individual or a partnership, answer the following:
  - A. Date of organization:



- B. Name and address of all partners (state whether general or limited partnership):
5. If other than a corporation or partnership, describe organization and name principals:
6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers. List states in which partnership or trade name is filed.
7. We normally perform the following work with our own forces:
8. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:
9. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.
10. On a separate sheet, list major construction projects your organization has in process, giving the name of project, City, project manager, contract amount, percent complete, and scheduled completion date.
11. On a separate sheet, list the major projects your organization has completed in the past five (5) years, giving the name of project, City, project manager, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.
12. On a separate sheet, list the construction experience of the key individuals of your organization.
13. Trade references:
14. Bank references:
15. Name of bonding company and name and address of agent:
16. Attach a financial statement, audited if available, including Contractor's latest balance sheet and income statement showing the following items:
- A. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses.)
  - B. Net fixed assets:
  - C. Other assets:
  - D. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes):

E. Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings):

F. Name of firm preparing financial statement and date thereof:

G. Is this financial statement for the identical organization name on page one (1)?

H. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary):

I. Will this organization act as guarantor of the contract for construction?

17. Dated at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Name of organization:

By:

Title:

18. \_\_\_\_\_ being duly sworn deposes and says that they are the \_\_\_\_\_ of \_\_\_\_\_ Contractor(s), and that answers to the foregoing questions and statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

# POWERHOUSE ROOF REPAIR PROJECT PROPOSAL FORM

PROJECT IDENTIFICATION: POWERHOUSE ROOF REPAIR PROJECT

THIS BID IS SUBMITTED TO:     City of Kingman  
  310 N. Fourth St.  
  Kingman, AZ 86401

1.     The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City of Kingman in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

2.     Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for thirty (30) days after the day of bid opening. Bidder will sign and submit the Contract with bonds and other documents required by the bidding requirements within ten (10) days after the Notice of Award.

3.     In submitting this bid, bidder represents, as more fully set forth in the Contract, that:

A.     Bidder has examined copies of all of the bidding documents and the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
_____	_____
_____	_____
_____	_____

B.     Bidder has familiarized themselves 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.

C.     Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor’s Executive Order #75-5 and all other applicable State and Federal laws, regulations, and Executive Orders.

D.     Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions as provided in the General Conditions, and accepts the determination set forth in the General Conditions of the extent of the technical data contained in such reports and drawings upon which bidder is entitled to rely. Bidder acknowledges that the City of Kingman does not

assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the Contract Documents.

E. Bidder has correlated the information known to the bidder, information and observations obtained from visits to the site, reports and drawings, identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

F. Bidder has provided the City of Kingman written notice of any conflicts, errors, ambiguities or discrepancies that bidder has discovered in the Contract Documents and the written resolution thereof by the City of Kingman is acceptable to bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.

G. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for themselves any advantage over any other bidder or over the City of Kingman.

H. Bidder has included in each of the Activity Bids, the specified allowance amounts in accordance with the Specifications.

4. Bidder will complete the work in accordance with the Contract Documents for the following total bid price:

**TOTAL BID**

Total Bid (Numbers) \$ \_\_\_\_\_

Total Bid (Words) \_\_\_\_\_

5. Bidder agrees that the work (all or any combination of Activities) will be fully completed and ready for final payment prior to June 30, 2024 after the date when the contract times commence to run as provided in the General Conditions.

6. Bidder accepts the provisions of the Contract as to liquidated damages for the overall project shall be in accordance with MAG Standard Specification 108.9.

7. The following documents are attached to and made a condition of this bid:

A. Proposal Form – Acknowledge all addendums or write “NONE” if no addendums. Confirm all math calculations and the total bid amount.

B. Bid security in the form of bid bond, unconditional certified check or cashier’s check payable to the City of Kingman for ten percent (10%) of the bid amount.

C. Affirmative Action Certification

D. Subcontractors and Materials List

8. Communications concerning this bid shall be addressed to:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Submitted on \_\_\_\_\_, 2024.  
(insert date)

State Contractor License No.: \_\_\_\_\_

If bidder is:

**An Individual**

By (Signature of Individual):
Typed or Printed Name of Individual:
doing business as:
Business Address:
Phone Number:

**A Partnership**

By (Firm's Name):
Signature of General Partner:
Typed or Printed Name of General Partner:
Business Address:
Phone Number:

**A Corporation**

By (Corporation's Name):	(Affix Seal)
State of Incorporation:	
Signature of Authorized Signer:	
Typed or Printed Name of Authorized Signer:	
Business Address:	
Phone Number:	

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of the Contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap.
3. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the GRANTEE's Department of Housing and/or Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the CONTRACTOR's non-compliance with any provision of this Contract or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part of the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
6. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The

CONTRACTOR will take such action with respect to any subcontract or purchase order as the GRANTEE's Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE's Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.



**ACCESS TO RECORDS AND RECORDS RETENTION CERTIFICATION FOR  
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

**CONFLICT OF INTEREST CERTIFICATION**

The undersigned is fully aware that this contract is wholly or partially Federally funded, and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute 38-503 through 38-505, with any public official, employee, agency, commission, or committee with the City of Kingman.
2. Any substantial interest, as defined by Arizona Revised Statute 38-503 through 38-505, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the City of Kingman that develops at any time during this contract will be immediately disclosed to the City of Kingman.

**LOBBYING CERTIFICATION  
CERTIFICATION FOR CONTRACT, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of their knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

These Certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person

who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
(Typed name of official)

\_\_\_\_\_  
(Signature of official)

\_\_\_\_\_  
(Typed name of firm)

\_\_\_\_\_  
(Date)

**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)**

**KNOWN BY ALL MEN PRESENT:**

That, \_\_\_\_\_, (hereinafter "Principal"), as Principal, and \_\_\_\_\_, (hereafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal officers 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 present.

**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 payments of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays 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

# **CONTRACT AGREEMENT AND FORMS**

*General and Supplementary Conditions are provided by the Project Manager as part of the specifications. Insert the correct paragraph numbers where indicated.*

## **CONTRACT AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, 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 additions and remodel of the existing facilities of the POWERHOUSE ROOF REPAIR and 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.

#### **1. WORK**

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The project is located at 120 W. Andy Devine Avenue, Kingman, AZ 86401. The project will consist of repairs to the existing corrugated metal roof by applying a roof coating to repair current existing leaks, as well as prevent future leaks and damage to the historic building.

#### **2. ACCESS TO INFORMATION**

It is agreed that all information, data reports, records, and plans that exist, are available, and necessary for carrying out 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 and verification of compliance with all other administrative requirements.

#### **4. CONTRACT TIMES**

The work will be completed and ready for final payment prior to June 30, 2024, in accordance with the General Conditions. Time commences to run as provided in the General Conditions, beginning one day after the issuance of the Notice to Proceed.

#### **5. LIQUIDATED DAMAGES**

CITY and CONTRACTOR recognize that time is of the essence in this Agreement and that the CITY will suffer financial loss if the work is not completed within the time specified, plus any extensions thereof allowed in accordance with the General Conditions. 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 to liquidated damages for delay (but not as a penalty and as allowable by MAG Sec. 108).

## **6. 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, no later than the first day of the month to:

City of Kingman, 310 N. Fourth St., Kingman, AZ 86401

Additionally, no later than the first day of the month, a copy of the Application for Payment is to be emailed to [PW-AccountsPayable@cityofkingman.gov](mailto:PW-AccountsPayable@cityofkingman.gov) OR HAND DELIVERED TO THE ADDRESS ABOVE.

No later than the fifth of the month, the CITY shall review and verify the percentage, progress, and quality of work completed. No later than the fifth of the month, the CITY shall verify complaint completion of all necessary documentation required.

The CITY and CONTRACTOR mutually agree that the CITY will make a progress payment based on a duly certified (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 document.

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 ten percent (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 the 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 great 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 CITY determines are appropriate to cover claims requiring a great sum to be retained. If at any time, the CITY, with the advice of the ASSISTANT FIRE CHIEF, determines satisfactory progress is not being made, ten percent (10%) retainage shall be reinstated for all subsequent payments in accordance with Arizona Revised Statute 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 the CITY may recommend or the CITY may withhold to cover claims requiring a greater sum to be retained for liquidated damages.

In lieu of retention, the CITY will, at the option of the CONTRACTOR, accept security, as provided in Arizona Revised Statute 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 shall bear interest in accordance with Arizona Revised Statute 34-221(G).

## **8. INDEMNIFICATION**

CONTRACTOR represents they have 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 PROJECT MANAGER and the ARIZONA DEPARTMENT OF HOUSING from and for any violation caused by them 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 part 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 themselves 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 CITY a written notice of all conflicts, errors, or discrepancies that they have discovered in the Contract Documents and the written resolution thereof by the CITY 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.
- E. CONTRACTOR understands that this agreement may be canceled in accordance with Arizona Revised Statute 38-511.

## **11. INSURANCE**

CONTRACTOR and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under the terms of this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the CONTRACTOR, their agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for and in no way limit the indemnity covenants contained in this Contract.

The CITY in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this Contract by the CONTRACTOR, their agents, representatives, employees, or subcontractors, or otherwise limit the CITY’s recourse to any remedy available in law or in equity. CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

Minimum Scope and Limits of Insurance: CONTRACTOR shall provide coverage with limits of liability not less than those shown below:

Indemnification: To the fullest extent permissible by law, each Party shall indemnify, defend, and hold harmless the other Party and each officer, employee, or agent thereof, for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including but not limited to, reasonable attorney’s fees, court costs and the costs of appellate proceedings) to which any such



Indemnified Party may become subject, under any theory of liability whatsoever to the extent that such claims are caused by the negligent acts, recklessness or intentional misconduct of Indemnifying Party, its officers, employees, agents, or any tier of subcontractor in connection with this agreement.

This Indemnifying clause will survive the termination of this agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnification.

## **REQUIRED COVERAGE**

### **CONTRACTOR's Insurance**

The CONTRACTOR shall purchase and maintain the insurance required from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Arizona. The CONTRACTOR shall maintain the required insurance until the expiration of the period for correction of work as set forth unless a different duration is stated below:

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, and \$1,000,000 aggregate for products-completed operations hazard, providing coverage for claims including:

1. Damage because of death, bodily injury, sickness or disease of any person;
2. Personal and advertising injury;
3. Damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
4. Bodily injury or property damage arising out of completed operations; and
5. The CONTRACTOR's indemnity obligations.

Automobile Liability covering vehicles owned by the CONTRACTOR and non-owned vehicles used by the CONTRACTOR, with policy limits of not less than \$1,000,000 per accident, for death or bodily injury, of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

The CITY of Kingman shall be named as Additional Insured under a Form #CG 20 12, CG 20 26, or equivalent, for Primary and Non-Contributory Limits to the CITY. CONTRACTOR is required to include a copy of the actual Additional Insurance Policy Endorsement that meets the above requirements. Said endorsements must include the policy number and CITY of Kingman under the schedule.

City of Kingman  
Attention: Risk Management  
310 N. Fourth St.  
Kingman, AZ 86401

Description of Operations: The name of the Project is to be shown in the description section of the Certificate of Insurance.

Policy(ies) must be underwritten by a company licensed to do business in Arizona that is currently rated by A.M. Best as a A- VII or higher.

The CONTRACTOR may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required above, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Workers' Compensation coverage at statutory limits by an insurer licensed in the State of Arizona is required.

If the work involves the transport, dissemination, use, or release of pollutants, the CONTRACTOR shall procure Pollution Liability insurance, with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

The CONTRACTOR shall provide certificates of insurance acceptable to the City evidencing compliance with the requirements as listed herein. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. If a policy does expire during the life of the project, a renewal certificate of insurance and policy endorsements will be sent to the City of Kingman not less than ten (10) days prior to the expiration date. If a policy is to be canceled, changed, or not renewed, a proper notice of such action will be sent to the City not less than thirty (30) days prior to any such action by the insurance company.

Certificate of Insurance, Endorsements, and Notice(s) shall be sent to:

City of Kingman  
ATTN: Risk Management  
310 N. Fourth St.  
Kingman, AZ 86401

CONTRACTOR must disclose any deductible or self-insured retention greater than \$25,000 and such deductible/retention must be approved by the City. Permittee is responsible for deductibles and retentions.

To the fullest extent permitted by law, the CONTRACTOR shall cause the Commercial Liability coverage required by this Section to include (1)the City and the Project Manager as additional insureds for claims caused in whole or in part by the CONTRACTOR's negligent acts or omissions during the CONTRACTOR's operations; and (2)the City as an additional insured for claims caused in whole or in part by the CONTRACTOR's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-

contributory to any of the City's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07, CG 20 37 07 04, and, with respect to the Project Manager, CG 20 32 07 04.

Within three (3) business days of the date the CONTRACTOR becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section; the CONTRACTOR shall provide notice to the City of such impending or actual cancellation or expiration. Upon receipt of notice from the CONTRACTOR, the City shall, unless the lapse in coverage arises from an act or omission of the City, have the right to stop the work until the lapse in coverage has been cured by the procurement of replacement coverage by the CONTRACTOR. The furnishing of notice by the CONTRACTOR shall not relieve the CONTRACTOR of any contractual obligation to provide any required coverage.

CONTRACTOR shall purchase and maintain in full force and effect, from an insurance company or insurance companies lawfully authorized to issue insurance in Arizona, builder's completed value risk policy ("Builder's Risk Policy") of insurance in a non-reporting form insuring against all "Special Form" risk of physical loss or damage to the Improvements, including, but not limited to, risk of loss from fire, windstorm, and other hazards, collapse, transit coverage, vandalism, malicious mischief, and theft. The Builder's Risk Policy shall include endorsements providing coverage for building materials and supplies and temporary premises. The Builder's Risk Policy shall be in the amount of the full replacement value of the Improvements and shall contain a deductible amount not less than \$25,000. The City shall be named as an additional insured. The Builder's Risk Policy shall include an endorsement permitting initial occupancy.

Subcontractors: CONTRACTOR shall ensure all subcontractors performing work under the terms of this Contract secure and maintain all insurance coverages (including Workers' Compensation) and other financial sureties required by the laws of this State and within the scope of their services in connection with their presence and the performance of their duties pursuant to this contract. CONTRACTOR shall be responsible for ensuring that all subcontractors endorse CONTRACTOR and the City of Kingman as additional insured and that all subcontractors shall maintain products and completed operations liability insurance for not less than one (1) year following the acceptable date.

## **12. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between the CITY and the CONTRACTOR concerning the work consist of the following:

- A. Signed and completed Contractor's Qualification Statement and supporting data.
- B. Proposal Form – Acknowledge all Addendums or write "NONE" if no Addendums. Confirm all math calculations and the total bid amount.
- C. Bid Security in the form of bid bond, unconditional certified check or cashier's check payable to the City of Kingman for ten percent (10%) of the bid amount.
- D. Affirmative Action Certification
- E. Subcontractors List

**13. TERMS AND CONDITIONS**

This Agreement is subject to the provisions entitled “Terms and Conditions” attached hereto and incorporated by reference herein as Exhibit “A”. This Addendum shall be interpreted as if Exhibit “A” were printed in full herein.

**14. CERTIFICATION**

This Agreement is subject to the provisions entitled “Certifications” which were submitted by the CONTRACTOR and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

**15. ARBITRATION**

In the event of a dispute, the Parties agree to use arbitration only to the extent it is required by Arizona Revised Statute 12-1518 or otherwise required by Arizona Rules of Civil Procedure. The Parties shall agree to fully exhaust administrative remedies before filing litigation.

**16. LEGAL WORKERS ACT**

In compliance with Arizona Revised Statute 41-4401, the Parties hereby warrant that they will, at all times during the term of this Agreement, comply with all Federal immigration laws applicable to the Parties’ employment of their employees, and with the E-Verify requirements of Arizona Revised Statute 23-214(A) (together the “State and Federal Immigration Laws”). The Parties shall further ensure that each subcontractor who performs any work for the Parties under this Agreement likewise complies with the State and Federal Immigration Laws.

**17. BOYCOTT**

CONTRACTOR certifies that it is not currently engaged in, and agrees for the duration of this Contract that will not engage in, a boycott of Israel, as that term is defined in Arizona Revised Statute 35-393.01.

IN WITNESS 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

## EXHIBIT "A"

### TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT

A. If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner their obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate the Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. In such an event, all finished or unfinished site or structural improvements as well as all materials or equipment acquired or stored by the CONTRACTOR under this Contract shall, at the option of the CITY, become the CITY's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the CITY from the CONTRACTOR is determined.

B. The CITY may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Contract is terminated by the CITY as provided herein, the CONTRACTOR will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph 1 hereof relative to termination shall apply.

C. This Contract may be terminated per Arizona Revised Statute 38-511, Conflict of Interest.

#### 2. SANCTION, PENALTIES AND DEBARMENT

A breach of the contract provisions concerning violations of Federal labor standards may be grounds for termination of the Contract and result in sanctions, penalties including liquidated damages, and/or debarment of the CONTRACTOR.

#### 3. CHANGES

The CITY may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this Contract.

#### 4. PERSONNEL

A. The CONTRACTOR represents that they have, or will secure at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the services required hereunder will be performed by the CONTRACTOR or under their supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under State and Local law to perform such services.

C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

**5. ASSIGNABILITY**

The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CITY thereto. Provided, however, that claims for money by the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.

**6. REPORTS AND INFORMATION**

The CONTRACTOR, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

**7. RECORDS AND AUDITS (MAINTENANCE AND RETENTION)**

The CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be retained for five (5) years after the expiration of this contract unless permission to destroy them is granted in writing by the CITY.

**8. FINDINGS CONFIDENTIAL**

All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

**9. COPYRIGHT**

No report, plan, drawing or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

**10. COMPLIANCE WITH LOCAL LAWS**

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State and Local governments, and the CONTRACTOR shall make the CITY harmless with respect to any damages arriving from any tort done by the CONTRACTOR or their representatives in performing any of the work embraced by this Contract.

**11. SECTION 3**

This project is in whole or in part Federally funded and the successful bidder will be required to adhere to Section 3 provision. The CITY will monitor compliance with such provisions and standards on behalf of the CITY and ADOH. The successful bidder will be required to complete the following forms in order to comply: A brief explanation of the form and when the form is to be submitted to the CITY is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please contact Project Manager Shane Shilstone.

**12. INTEREST OF MEMBERS OF A CITY GOVERNING BODY**

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract; and the CONTRACTOR shall take appropriate steps to assure compliance.

**13. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS**

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONTRACTOR shall take appropriate steps to assure compliance.

**14. INTEREST OF CONTRACTOR AND EMPLOYEES**

The CONTRACTOR covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area of any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of this Contract.

**15. HANDICAPPED ACCESS**

In performing all construction, the CONTRACTOR agrees to comply with the “American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable By, the Physically Handicapped”. The CONTRACTOR represents that they understand said standard specifications and same are incorporated herein by this reference.

**16. CLEAN AIR ACT, CLEAN WATER ACT**

The CONTRACTOR shall comply with all provisions requiring compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations, 40 CFR Part 15 which prohibit the use of non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the USFPA Assistant Administrator for Enforcement.

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)

**KNOWN BY ALL MEN PRESENT:**

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 under 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  
present.

**WHEREAS**, the Principal has entered into a certain written contract with the Obligee, dated the  
\_\_\_\_\_ day of the \_\_\_\_\_, 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 execution 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, of the 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,  
of the 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 judgment 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)

**KNOWN BY ALL MEN PRESENT:**

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 under 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  
present.

**WHEREAS**, the Principal has entered into a certain written contract with the Obligee, dated the  
\_\_\_\_\_ day of the \_\_\_\_\_, 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 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 provisions of Title 34, Chapter  
2, Article 2, of the 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,

of the 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 judgment 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

CITY OF KINGMAN, ARIZONA

**CONTRACTOR’S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS  
Part 100, Section 109, General Conditions**

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 estimate, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and make 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: \_\_\_\_\_