



# CONTRACT DOCUMENTS

City of Kingman Project Number  
ENG19-0089

**CITY OF KINGMAN  
KINGMAN INDUSTRIAL PARK ROADWAY  
IMPROVEMENTS  
PORT WAY  
TRANSPORT DR/GOVERNMENT WAY**

June 2021

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**JEN MILES**  
Mayor

**KEN WATKINS**  
Vice Mayor

**SUEANN MELLO**

**DEANA NELSON**

**CHERISH SAMMELI**

**JAMIE SCOTT STEHLY**

**KEITH WALKER**

**Council Members**

**RON FOGGIN**  
City Manager

**ROB OWEN**  
Public Works Director

**PHILLIP ALLRED, P.E.**  
City Engineer

**ANNIE MEREDITH**  
City Clerk



**Expires 9-30-2023**

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

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## **SPECIAL NOTICE TO BIDDERS**

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

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

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

Work shall be completed within **one hundred and fifty (150)** calendar days, beginning with the day following the starting date specified in the Notice to Proceed.

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

**ADVERTISEMENT FOR BIDS**

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

**ISSUE DATE: June 25, 2021**

**PUBLISH DATE: July 4, 2021**

**2<sup>ND</sup> PUBLISH DATE: July 11, 2021**

**TO: POTENTIAL BIDDERS**

The City of Kingman will accept sealed Bids from qualified firms at the office of the City Clerk at 310 North Fourth Street, Kingman, AZ 86401, until 3:00 PM Local Time on **July 28, 2021 (Wednesday)**. Bids will be opened and read aloud. Bids received after the deadline will be returned unopened.

**Project Description:** The project is located at the Kingman Industrial Park and consists of reconstructing 3 roadways, Port Way (1,200 feet±), Transport Drive (941 feet±) and Government Way (938 feet±). The work generally consists of roadway improvements including removal of existing pavement, incidental earthwork, new pavement section, constructing roadside ditches, driveways and other associated improvements.

Work shall be completed within 150 calendar days, beginning with the day following the starting date specified in the Notice to Proceed.

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

The City Engineer, (928) 753-8122 or obtain bid documents at 220 N. Fourth Street, City of Kingman Engineering Department Office, Kingman, AZ 86401 or [www.cityofkingman.gov](http://www.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 of the total bid, payable to the City of Kingman, Arizona.

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

The City will conduct a non-mandatory Pre-Bid Conference via virtual means ("Zoom" link or similar) on **Wednesday July 14, 2021** beginning at 1:30 p.m. local time. Interested parties shall contact Phone: (928) 753-8358 or by e-mail at [mmauser@cityofkingman.gov](mailto:mmauser@cityofkingman.gov) to request a meeting link.

**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 North Fourth Street, Kingman, AZ 86401, until 3:00 PM Local Time on **July 28, 2021 (Wednesday)**. Bids will be opened and read aloud. Bids received after the deadline will be returned unopened.

**Project Description:** The project is located at the Kingman Industrial Park and consists of reconstructing 3 roadways, Port Way (1,200 feet±), Transport Drive (941 feet±) and Government Way (938 feet±). The work generally consists of roadway improvements including removal of existing pavement, incidental earthwork, new pavement section, constructing roadside ditches, driveways and other associated improvements. The work being performed is located within Mohave County right-of-way.

Work shall be completed within 150 calendar days, beginning with the day following the starting date specified in the Notice to Proceed.

This project is funded entirely by grant and City funding. No federal funding has been provided for this work. Davis-Bacon Wages and MBE participation requirements will not be in effect for the construction of this project. The successful proposer should be prepared to comply with all local, state and federal safety and environmental requirements.

Bid Documents may be obtained beginning July 6, 2021 from the following:  
City of Kingman Engineering Department, 220 N. 4<sup>th</sup> Street, Kingman, AZ 86401,  
Phone: (928) 753-8358 or by e-mail at [mmauser@cityofkingman.gov](mailto:mmauser@cityofkingman.gov)

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

**The contract documents may be examined at the following locations:**

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

Refer to other bidding requirements described in 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 a certified check, cashier's check or bid bond in the amount of 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 30

days after submission.

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

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

The City will conduct a non-mandatory Pre-Bid Conference via virtual means (“Zoom” link or similar) on **Wednesday July 14, 2021** beginning at 1:30 p.m. local time. Interested parties shall contact Phone: (928) 753-8358 or by e-mail at [mmauser@cityofkingman.gov](mailto:mmauser@cityofkingman.gov) to request a meeting link. Potential 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 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 complete with all required documents will be accepted at the office of the City Clerk at 310 North Fourth Street, Kingman, AZ 86401 until 3:00 PM local time on the **28th** day of **July**, 2021 for the construction of this project.

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

1. Contractor's Qualification Statement
2. Proposal Form - Acknowledge all addendums or write "NONE" if no addendums. 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 10% of the bid amount.
4. Subcontractors and Material Suppliers List
5. Non-Collusion Affidavit

Offer 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 North Fourth Street address.

## **PROJECT DETAILS**

The intent of this Bid request is to obtain an offer to furnish any and all required labor, material, construction equipment, transportation and services to construct public roadway improvements consisting of 3 roadways within the Kingman Industrial Park for a stipulated price contract, in strict conformity with the construction plans, specifications and contract documents. All work being performed is within Mohave County right-of-way.

Work for this project must be completed within **one hundred and fifty (150)** calendar days, 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 \$75.00 per set; limit two sets. There will be no charge for emailed copies of the bid documents.

**Bid documents are on display at the offices of the following construction plan rooms:**

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



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 project requirements need to be directed to Eric Sparkman, P.E., Assistant City Engineer, telephone (928) 753-8134, fax (928) 753-8118, or email [esparkman@cityofkingman.gov](mailto:esparkman@cityofkingman.gov)

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, are on file with the Engineering Department'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.

Verbal answers are not binding on any party. All clarification requested by bidders must be in writing not less than 7 days before the bid due date. The reply will be in the form of an Addendum, copies of which will be forwarded to all contacts on the Plan Holders List.

### **SITE ASSESSMENT/SUBSURFACE EXAMINATION**

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

No Geotechnical report has been completed for this project. The City of Kingman assumes no liability as to actual soil conditions. Soil borings were performed for a previous project in 2006 within the general vicinity of this project. The boring logs have been included at the end of these contract documents for reference. If bidders desire to make their own soils investigations, they shall obtain the necessary permits from the County as appropriate. It is the responsibility of the bidder to determine the type of material that will be encountered on the project. The City of Kingman will not be responsible for any additional costs associated with the materials encountered. Investigation of subsurface conditions prior to submitting bid is encouraged.

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

The City will conduct a non-mandatory Pre-Bid Conference via virtual means ("Zoom" link or similar) on **Wednesday July 14 2021** beginning at 1:30 p.m. local time. Interested parties shall contact Phone: (928) 753-8358 or by e-mail at [mmauser@cityofkingman.gov](mailto:mmauser@cityofkingman.gov) to request a meeting link.

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 prior to 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 prior to commencing work on this project. The City Business License can be obtained from the City of Kingman Finance Department at 310 N. 4<sup>th</sup> Street, 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.

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

Bids shall be properly executed on the Proposal and forms provided. 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 sales and use taxes. No separate payment will be made to the Contractor by the City for these taxes. Improperly completed information, irregularities in the bid bond, may be cause to declare the bid invalid or informal.

Each bidder shall submit one copy of the executed bid documents on the Proposal and forms provided, signed and sealed with the required security, clearly identified with the bidder's name, address, and phone numbers; project name and project number (ENG19-0089); and City of Kingman's name on the outside. The Specification Booklet does not need to be turned in with the bid.

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

## **BID INELIGIBILITY**

Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical 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 which are improperly prepared may, at the discretion of the City of Kingman, be declared unacceptable.

Failure to provide 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 a 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. Depending on availability of funds, the City of Kingman reserves the right to award the contract to a responsive and responsible bidder based on the low total base bid or the low sum of the total base bid plus any combination of one or more bid alternates,

whichever is in the best interest of the City of Kingman. 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 Awards within 30 days after the opening of 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 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.

# **INFORMATION FOR BIDDERS**

## **1. CONTRACT DOCUMENTS**

The Contract Documents for this Project consist of the following:

### Volume 1

- Advertisement for Bids
- Invitation to Bid
- Instructions to Bidders
- Information for Bidders
- General Conditions Supplement
- Special Provisions
- Contractor's Qualification Statement
- Proposal
- Bid Security
- Subcontractors and Material Suppliers List
- Non-Collusion Affidavit
- Contract
- Certificate of Insurance
- Payment Bond
- Performance Bond
- Contractor's Affidavit

### Volume 2

- 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 DETAILS**

Attention is called to the fact that the City of Kingman and Mohave County is operating under the 2020 edition of the Uniform Standard Specifications and Details for Public Works construction published by the Maricopa Association of Governments (MAG), as amended by the City of Kingman, which is herewith incorporated by reference and made a part hereof. The MAG Specifications, MAG Standard Details, the City of Kingman addendums to MAG Specifications and the City of Kingman Standard Details may be downloaded on the City's website at <https://www.cityofkingman.gov/government/departments/engineering/standard-specification-and-details>.

The Mohave County Standard Details may be downloaded from the County's website at <https://www.mohavecounty.us/ContentPage.aspx?id=128&page=4&cid=1228>

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

The work to be done under this Contract shall include the furnishing of all labor, material, and equipment necessary for or incidental to the construction and completion of all work indicated in the Contract Documents. This consists of, but is not necessarily limited to reconstructing 3 roadways

within the Kingman Industrial Park, Port Way (1,200 feet±), Transport Drive (941feet±), Government Way (938 feet±) including removal of existing pavement, driveways and other existing improvements and constructing new asphalt pavement, driveways, ramps, drainage and other miscellaneous improvements as shown on the plans and described in the Special Provisions. The work is located within Mohave County right-of-way.

The work for this project is divided into a base bid and two bid alternates. Depending on availability of funds the City of Kingman reserves the right to award the contract as discussed in Section 9.

#### 4. **LOCATION OF PROJECT**

This project is generally located at the Kingman Industrial Park north of Interstate 40 and east of State Route 66.

The project limits are within Section 26, T22N, R16W.

LAT 35°15'20" N, LONG 113°57'29" W

#### 5. **PROPOSAL PAMPHLET**

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

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

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

Bids shall not contain any 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 copy of the executed bid documents on the Proposal and forms provided, signed and sealed with the required security, envelope shall be clearly identified with the bidder's name, address, and phone numbers; project name and project number (ENG19-0089); 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 Bond which he will be required to furnish are included in the Contract Documents and should be carefully examined by the bidder.

7. **INTERPRETATION OF PLANS AND DOCUMENTS**

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

8. **ADDENDA**

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

9. **AWARD OR REJECTION OF BIDS**

Depending on availability of funds, the City of Kingman reserves the right to award the contract to a responsive and responsible bidder based on the low total base bid or the low sum of the total base bid plus any combination of one or more bid alternates, whichever is in the best interest of the City of Kingman. The City however, reserves the right to accept or reject any or all bids if it may deem it best for the public good or to reject the bids of any persons who have been unfaithful or delinquent to any contract with the City of Kingman, and to waive any informality in the bids received. The award, if made, will be within 30 days after the opening of bids.

10. **SPECIAL NOTICE**

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

11. **QUESTIONS ON PLANS AND SPECIFICATIONS**

Questions concerning the project requirements need to be directed to Eric Sparkman, P.E., Assistant City Engineer, telephone (928) 753-8134, fax (928) 753-8118, or email [esparkman@cityofkingman.gov](mailto:esparkman@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 sub-contractors including addresses, phone numbers, & contact names shall be submitted at the Pre-Construction Conference.

13. **CITY BUSINESS LICENSE**

Contractors are advised that they are also required to have a City Business License prior to commencing work on this project. The City Business License can be obtained from the City of Kingman Finance Department at 310 N. 4<sup>th</sup> Street, Kingman, AZ 86401, phone (928) 753-5561, fax (928) 753-6867.

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.

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

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

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

16. **INSURANCE REQUIREMENTS CITY OF KINGMAN**

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 requirements herein are minimum requirements for 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**

### **Commercial General Liability**

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

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

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

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

### **Automobile Liability**

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



## **Worker's Compensation and Employers' Liability**

The CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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

## **Excess Liability**

When excess liability insurance is used to supplement the required insurance limits below, the excess liability insurance must be "follow form" equal or broader in coverage scope as the underlying insurance.

Construction projects up to five million (\$5,000,000) require limits of not less than five million (\$5,000,000) in Commercial General Liability coverage limits. Where the commercial general liability per occurrence policy is less than \$5,000,000, excess liability limits must be purchased so that the total combined policy limits meet or exceed \$5,000,000.

## **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, the following provisions:

All policies, except for the Workers' Compensation and Employers' Liability policies shall contain endorsements naming the City of Kingman and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services herein. On insurance policies where the City of Kingman is named as an additional insured, the City of Kingman shall be an additional insured to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by the Contract.

The CONTRACTOR's insurance coverage except for workers compensation and employers liability shall be primary insurance and non-contributory with respect to all other available sources maintained by the City.

The insurance Coverage provided by the CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of the Contract.

Notice Of Cancellation. Each insurance policy required under the Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits. Should limits or coverage change, thirty (30) days prior written notice shall be provided to the City. Such notice shall be sent directly to the City Senior Representative and shall be sent by certified mail, return receipt requested.

Acceptability Of Insurers. Insurance is to be placed with insurers duly licensed to do business in the State of Arizona, possessing a current A.M. Best, Inc. Rating of A- or better. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.

## **CERTIFICATES OF INSURANCE**

Any failure, actual or alleged, on the part of the City to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the City.

All certificates of insurance and policy endorsements are to be received and approved by the City before work commences. Each insurance policy required by the Contract must be in effect at or prior to commencement of work under the terms of the Contract and remain in effect for the duration of the project and/or beyond project acceptance as required herein. Failure to maintain the insurance policies as required by the Contract or to provide evidence of renewal is a material breach of the Contract.

The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by the Contract 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 five (5) days prior to the expiration date. If a policy is to be cancelled, 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  
Engineering Department  
310 N. 4<sup>th</sup> Street (mail)  
220 N. 4<sup>th</sup> Street (physical)  
Kingman, Arizona 86401

Subcontractors. CONTRACTOR shall ensure all Subcontractors performing work under the terms of the Contract secure and maintain all insurance coverages (including worker's 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 the 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 acceptance date.

### **17. INSURANCE REQUIREMENTS MOHAVE COUNTY**

A Mohave County Right-of-Way Use Permit will be required by Mohave County Department of Public Works. The CONTRACTOR, at the CONTRACTOR'S own expense will need to maintain the required insurance to perform work in Mohave County right-of-way.

## **MINIMUM SCOPE AND LIMITS OF INSURANCE**

### **Commercial General Liability**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- 

The policy shall be endorsed to include the following additional insured language: "The County of Mohave and its officers, officials, agents, and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Policy shall contain a waiver of subrogation against the County of Mohave.

**Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: "The County of Mohave and its officers, officials, agents, and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

Policy shall contain a waiver of subrogation against the County of Mohave.

**Worker’s Compensation and Employers’ Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against the County of Mohave.

**Additional Insurance Requirements**

The policies shall include or be endorsed to include the following provisions:

- On insurance policies where the County of Mohave is named as an additional insured, the County of Mohave shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation**

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Mohave County Risk & Emergency Management Director P.O. Box 7000, Kingman AZ 86402-7000 and shall be sent by certified mail, return receipt requested.

### **Acceptability of Insurers**

Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

#### **18. 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 and Asbestos-Free Facility Material Certification, using the form provided herein.

#### **19. SPECIAL NOTICE TO WATER LINE CONTRACTORS**

The Contractor is advised that the City of Kingman requires two working days advance notice to coordinate the necessary exercising and checking of valves prior to shutting off any water valves for any tie-ins, extensions or fire hydrant relocations. The Contractor shall coordinate with the Inspector any valves that need to be exercised prior to any valves being closed.

#### **20. NONPERFORMANCE OF WORK TASKS BY THE CONTRACTOR**

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

#### **21. CONSTRUCTION WATER**

A hydrant meter is available from the City at no cost to the contractor. The Contractor must request the hydrant meter and complete the necessary paperwork with the Finance Department prior to obtaining it from the Public Works Department. A deposit of \$1,740.00 will be required for the meter. Water used for tests and construction purposes will also be provided by the City at no cost, except that if a repeat leakage test is required due to failure of any pipe installation to meet specifications, the Contractor shall pay the City for the water used, at the City's currently prevailing rates.

#### **22. BASE MATERIALS**

The 8” base course as shown on the plans shall be constructed using reclaimed asphalt pavement (RAP). The millings will be provided and stockpiled in the vicinity of the project by the City at no cost to the contractor.

23. **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.

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

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

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

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

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

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

25. **WORK SCHEDULE**

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

The Contractor shall conduct the work at all times in such a manner and sequence that will assure the least interference with traffic and inconvenience to the public. The Engineer may require the contractor to finish a section on which work is in progress before work is started on any additional sections, if the opening of such section is essential to the public convenience. Except in emergencies endangering life or property, permission shall be obtained from the Engineer to perform any work after regular working hours, on weekends, or legal holidays. Prior to the start of such work, the contractor shall arrange with the engineer for the continuous or periodical inspection of the work and tests of materials as necessary.

26. **UTILITIES**

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

Blue Stake

8-1-1 or 1-800-STAKE-IT

27. **PERMITS**

The Contractor will obtain a no-fee right of way use permit from the Mohave County Department of Public Works prior to the commencement of construction for projects in Mohave County right of way.

28. **LIQUIDATED DAMAGES**

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

29. **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 Engineer shall approve the project schedule before the Contractor proceeds with any work under this contract. See MAG Standard Specification 108.4.

30. **TRAFFIC CONTROL**

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

Mohave County is the approving authority for traffic control in their jurisdiction. Mohave County will require a Right of Way permit for any traffic control. Contacts with Mohave County are: Greg Vandevier- Engineering Technician Specialist [greg.vandevier@mohavecounty.us](mailto:greg.vandevier@mohavecounty.us) and Jodie Vance- Right of Way Permits [Jodie.vance@mohavecounty.us](mailto:Jodie.vance@mohavecounty.us) 928-757-0910.

All traffic influenced by the construction will be regulated in accordance with M.A.G. Uniform Standard Specifications for Public Works Construction, Part 400, Right-of-Way and Traffic Control, and Section 401, Traffic Control. It shall be the Contractor's responsibility to provide the required

traffic control devices in order to comply with the latest edition of the Manual on Uniform Traffic Control Devices.

Permission to restrict or close County Streets shall be in accordance with M.A.G. Uniform Standard Specifications for Public Works Construction.

31. **FINAL INSPECTION AND ACCEPTANCE OF PROJECT**

When all work comprised in the Contract has been completed, including clean-up and restoration, the Contractor shall so notify the Engineer in writing, and the Engineer and owner 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.

No partial inspections or acceptance of the work under this contract shall be allowed. M.A.G. Specifications, Sect. 105.15(B) Final Acceptance section shall govern.

# **GENERAL CONDITIONS SUPPLEMENT**

## **1. GENERAL**

The City of Kingman and Mohave County has adopted the 2020 Edition of the "Uniform Standard Specifications for Public Works and Construction" and the 2020 Edition of the "Uniform Standard Details for Public Works Construction", sponsored and distributed by the Maricopa Association of Governments. These documents, with City and County amendments, are incorporated into these Contract Documents by reference.

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

- First: Supplemental Agreements, the last in time being the first in precedence.
- Second: The formal Contract.
- Third: Advertisement for Bids.
- Fourth: Information for Bidders.
- Fifth: Plans.
- Sixth: General Conditions Supplement.
- Seventh: Special Provisions.
- Eighth: MAG General Conditions and Standard Specifications Parts 100 through 700, inclusive, and Details, with City and County Addendums plus ADOT Standard Specifications for Road and Bridge Construction and 2012 ADOT Construction Standard Drawings.
- Ninth: Contractor Proposal.

## **2. SUBCONTRACTS**

Subcontracts shall be in accordance with MAG Standard Specification 108.2.

## **3. PRECONSTRUCTION CONFERENCE**

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

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



The Contractor will be required to provide the following information:

1. Names and emergency telephone numbers of key personnel involved in the project.
2. Names and contact information of all subcontractors proposed for use on the project.
3. Proposed construction schedule, indicating the time of starting and completion of each major item or phase of the project per the General Conditions Supplement.
4. Proposed payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project.
5. Construction staking schedule outlining the frequency and offset of alignment and elevation stakes, to be mutually agreed upon.
6. Traffic Control plans.

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

4. **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, Engineer, 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 are to establish and maintain lines of communication, report on progress, discuss and resolve problem areas and such other matters as related to the project.

5. **CONTRACTOR'S RESPONSIBILITY AND LIABILITY FOR SUBMITTALS**

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

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

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

## 6. **CONSTRUCTION SCHEDULE**

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

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

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

## 7. **SHOP DRAWINGS, SCHEDULES, AND SAMPLES**

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

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

8. **MATERIAL LIST**

AC Mix Design	Emulsified Asphalt	Signage
Concrete Mix Design	Frames & Covers	Post Base Foundations
Aggregate Base Mix	Locator Wire	
Liquid Asphalt	Pipe Bedding Materials	
Cover Material (Chips)	Waterline Fittings	

9. **SUBMITTALS**

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

Shop drawings and data shall be submitted to the Engineer in such number of copies as will allow him to retain four copies of each submittal. The submittal shall clearly indicate the specific area of the Contract Documents for which the submittal is made. The additional copies received by him will be returned to the Contractor's representative at the job site. Notations of the action which has been taken will be placed on one of these returned copies.

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

10. **MATERIAL AND EQUIPMENT SCHEDULES**

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

11. **MILL AND FACTORY TESTS**

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

12. **REINFORCING STEEL**

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

13. **QUALITY CONTROL**

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

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

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

14. **TRAFFIC CONTROL**

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

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

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

- A. Permission to restrict or close Public Streets shall be in accordance with MAG Uniform Standard Specifications for Public Works Construction.
- B. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings, speed reduction, loose gravel, do not pass signs, business access, etc. in accordance with the above reference manuals.

- C. When construction activities or traffic hazards at the construction site require the use of flagman, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.
- D. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangements should be made with the Kingman Police Department at telephone number (928) 753-2191 at the expense of the Contractor.
- E. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.
- F. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the above referenced manuals upon prior notification of the Engineer.
- G. The Contractor shall minimize disruption to adjacent business and residential access. Where two or more driveways exist for one parcel, the contractor shall leave one access open and clearly delineated. Business access points shall be clearly marked or signed and the access free from dips or bumps greater than 2 inches.
- H. During inclement weather or when the unpaved roadway is wet, the contractor shall furnish and install aggregate base course 3-inches in depth or greater as needed to provide a smooth, passable surface for the roadway and driveway accesses within the project limits.

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

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

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

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

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

15. **TEMPORARY FACILITIES**

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

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

16. **TEMPORARY UTILITIES**

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

**WATER:** 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, weather, or to provide a safe environment for workers. Heating may be by steam coils, vented or unvented direct fired heaters, or remote heating facilities except that unvented direct fired heaters shall not be used in any area where freshly placed concrete will be exposed to the combustion gasses, until at least two hours after it has attained its initial set.

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

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

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

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

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

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

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

17. **STOCKPILE OF MATERIALS**

The Contractor may, if approved by the City and County, place or stockpile materials in the public right-of-way provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained. No material, when stockpiled shall alter in anyway the existing drainage pattern.

18. **EXCESS MATERIAL**

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

Excess or unsuitable materials, broken asphaltic concrete and broken Portland cement concrete excavated from the project site shall be removed from the project and disposed of by the Contractor. The material may be disposed of on vacant City owned property within the vicinity of the work site. The Contractor shall coordinate with the City of Kingman Public Works Department (Jack Plaunty 928-565-1279) prior to any transporting of material. The maximum size of material accepted at the City's disposal site is 3' x 3'.

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

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

19. **SPECIAL CONTROLS**

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

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

**NOISE ABATEMENT:** In inhabited areas, particularly residential, operations shall be performed in a manner to minimize unnecessary noise generation. In residential areas particular consideration shall be given to noise generated by construction activities during the night hours. City code (7-208(d)) allows for construction activity between the hours of 6:00 am and sunset. Any deviation from a normal 8 hours per day, 40 hours per week work schedule will require a written request from the Contractor (Refer to MAG Standard Specification 108.5).

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

20. **PROJECT CLOSEOUT**

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

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

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

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

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

**PROJECT RECORD DOCUMENTS:** The Contractor shall maintain at the site, available to the City and County 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 Engineer for acceptance. The Engineer shall be the sole judge as to the acceptability of the record plans. Receipt of an acceptable set is a prerequisite for final payment.

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

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

## 21. **PROTECTION OF EXISTING UTILITIES**

Contractors shall protect all existing underground structures and utilities and cooperate with the Utility Companies in protecting all service lines. Forty-eight (48) hours prior to commencement of construction, the Contractor shall notify: Blue Stake (8-1-1) or (1-800-STAKE-IT). Notification is required per 24. UTILITIES: in the “INFORMATION FOR BIDDERS” section of this document.

As shown on the construction plans several overhead down guys may be in conflict with the proposed construction. Contractor shall coordinate the relocation with UniSource Electric as required.

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

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

In most cases, existing individual or 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, he shall repair or replace these lines in a manner satisfactory to the owner of the utility at no extra cost to the City. The cost of location, protection, and working around these individual or house service utility lines shall be included in the Contractor's bid for the work under this Contract.

If the locations of any underground utilities not shown on the plans cause changes to be made in the plans and specifications resulting in extra expense to the Contractor, adjustment in payment may be

negotiated with the Contracting Officer. However, no payment shall be made unless significant changes in the plans or specifications are required.

22. **SURVEY CONTROL POINTS AND MONUMENTS**

Existing survey monuments indicated on the Plans or found during construction shall be protected by the Contractor. In the event removal of monuments is necessary, removal and replacement shall be performed by permission of the City Surveyor, under direct supervision of the City Engineer or his authorized representative. Survey monuments shall be constructed to conform to the requirements of City of Kingman Standard Specification Sections 400 and applicable Standard Details. As indicated in the Special Provisions (Section 400.4) the existing bench marks and intersection monuments removed by construction of this project will be replaced by the City of Kingman at no cost to the contractor.

23. **PAYMENTS TO CONTRACTOR**

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

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

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

24. **SUSPENSIONS OF WORK**

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

25. **CONSTRUCTION SURVEYING AND LAYOUT**

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

26. **STORM WATER CONSTRUCTION PERMIT**

This project is subject to the terms and conditions of the Arizona Pollutant Discharge Elimination System (AZPDES) General Permit No. AZG2013-001 for storm water discharge from construction activities as administered by the Arizona Department of Environmental Quality (ADEQ). Under the conditions of this permit, the Contractor shall be responsible for providing necessary materials; taking appropriate measure to ensure removal of additional sediment generated in storm water runoff from the project (relative to pre-project sediment levels) and completing the Notice of Intent (NOI) to be covered under AZPDES at the beginning of the project and the Notice of Termination (NOT) of

coverage under AZPDES at the completion of the project. All Subcontractors must comply with AZPDES requirements under the supervision of the Contractor.

Details and applications for this coverage under the AZPDES can be obtained from <http://www.azdeq.gov/node/524>

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

27. **CHARACTER AND STATUS OF WORKMEN AND WORKMANSHIP**

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

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

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

# **SPECIAL PROVISIONS**

## **ADD THE FOLLOWING PART PART 000 INTRODUCTION**

The work embraced herein shall be done in accordance with the requirements of the following:

Maricopa Association of Governments, Uniform Standard Specifications and Details for Public Works Construction, 2020 edition, and the City of Kingman Amendments to the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction, 2020 edition in conjunction with the City of Kingman Standard Details, 2020 edition and Mohave County Standard Details current edition, except as modified in the plans.

Arizona Department of Environmental Quality Engineering Bulletins and State Statutes including, but not limited to:

- #8 *Disinfection of Water Systems*
- #10 *Guidelines for the Construction of Water Systems*
- #11 *Minimum Requirements for Design, Submission of Plans and Specifications of Sewage Works*

U.S. Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD)

American Water Works Association Standards, most recent edition.

All Arizona Department of Transportation Standard Specifications and Details, most recent editions that apply to the project.

**REFERENCES TO THE CITY OF KINGMAN 2020 ADDENDUMS TO THE MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ARE DENOTED AS “KA or Kingman Addendums” IN THESE SPECIAL PROVISIONS.**

In case of conflicts between the referenced specifications, the following order of precedence will govern:

1. These Special Provisions
2. The City of Kingman Addendums to the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, 2020 edition. Mohave County Details for Public Works Construction, current edition.
3. The MAG Uniform Standard Specification and Details for Public Works Construction, 2020 edition.
4. Arizona Department of Transportation Standard Specifications and Details, most recent editions.

**PART 100  
GENERAL CONDITIONS**

**MAG SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS**

**MAG SECTION 102.3 – INTERPRETATION OF QUANTITIES IN PROPOSAL  
REPLACE SECTION AS FOLLOWS**

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

**MAG SECTION 104 SCOPE OF WORK**

**MAG SECTION 104.1.3 – WATER SUPPLY  
ADD THE FOLLOWING**

A hydrant meter is available from the City at no cost to the contractor. The Contractor must request the hydrant meter and complete the necessary paperwork with the Finance Department prior to obtaining it from the Public Works Department. A deposit of \$1,740.00 will be required for the hydrant meter. Water used for tests and construction purposes will also be provided by the City at no cost, except that if a repeat leakage test is required due to failure of the pipe installation to meet specifications, the Contractor shall pay the City for the water used, at the City's currently prevailing rates.

**MAG SECTION 104.1.4 – CLEANUP AND DUST CONTROL  
ADD NEW SUBSECTION 104.1.4.1 – SITE MAINTENANCE**

To maintain a clean construction site, all demolished materials, to include but not limited to, asphalt pavement, concrete, rock, and dirt shall be removed from the site by the end of each work shift. Stock piling of excess materials on site shall not be allowed. The only material to be stock piled on site shall be materials specifically intended for use or re-use the same work shift. The Contractor may, if approved by the Engineer, place or stockpile materials in the public right-of-way provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained. No material, when stockpiled shall alter in anyway the existing drainage pattern.

Long term storage of water pipe and fittings will not be allowed on the project site. No more water pipe and fittings shall be delivered to the site than can be installed the same week.

No separate payment shall be made for meeting these requirements.

## **MAG SECTION 105 CONTROL OF WORK**

### **MAG SECTION 105.6 – COOPERATION WITH UTILITIES**

#### **ADD THE FOLLOWING AT THE END OF THE FIRST SENTENCE OF THE FIRST PARAGRAPH**

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

UNISOURCE ENERGY ELECTRIC  
2498 Airway Ave., Kingman AZ  
P.O. Box 3099, Kingman, AZ 86402  
Mr. Justin Hoggatt: 928-681-8987

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

UNISOURCE ENERGY GAS  
3436 N. Evans St., Kingman AZ  
Mr. Jason Jacobs: 928-681-6519

SUDDENLINK CABLE  
2900 Airway Ave., Kingman, AZ  
Mr. Mathieu Bourget: 928-566-2815

KINGMAN MUNICIPAL WATER & SEWER SYSTEM  
3700 E. Andy Devine Ave., Kingman, AZ  
Mr. Keelan Yarbrough, Assistant Director of Public Works: 928-692-3125

### **MAG SECTION 105.8 – CONSTRUCTION STAKES, LINES AND GRADES KA 105.8 (Revised 2004)**

The KA omitted this Section and replaced with KA Section 400.

## **MAG SECTION 106 CONTROL OF MATERIALS**

### **MAG SECTION 106.2 – SAMPLES AND TESTS OF MATERIALS ADD THE FOLLOWING**

The Contractor shall employ and pay for an independent testing laboratory acceptable to the Engineer to provide all materials testing for the project. It shall be the responsibility of the Contractor to control his operations by confirmation tests to verify and confirm that he has complied, and is complying at all times, with the requirements of these Specifications concerning control of materials and testing. Copies of the test reports shall be submitted promptly to the Engineer.

The required testing shall address all elements which affect the quality of any material or aspect of the project, and includes, but is not limited to, the quality of the subgrade, backfill materials, aggregate base, chips, oil, concrete and asphaltic concrete, and shall include, but not be limited to the following:

- A. Mix designs

- B. Aggregate Production
- C. Quality of Components
- D. Stockpile Management
- E. Proportioning
- F. Mixing, including addition of Mineral Admixture, if required
- G. Placing and Finishing
- I. Compaction

The City may provide quality acceptance sampling and testing. The number of tests and location of each shall be determined by the Engineer. The expense of quality acceptance sampling and testing shall be paid for by the City. Additional sampling and testing required due to failure of the initial test(s) shall be accomplished as provided by the City and these additional expenses shall be deducted from moneys due the Contractor. Construction quality acceptance testing performed by the City of Kingman does not relieve the Contractor or the manufacturer of materials produced for the Contractor, of the obligation to perform and document quality control testing of materials and workmanship.

Measurement and payment for Quality Control will be made at the Lump Sum (LS) contract unit price, which price shall be full compensation for completion of compliance testing and provision of copies of all test results, and performing all work as specified herein.

## **MAG SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

### **MAG SECTION 107.6 – PUBLIC CONVENIENCE AND SAFETY**

#### **ADD THE FOLLOWING**

Contractor shall provide to all residents and businesses affected by the project, access to one of their driveways at all times except as modified by the following: If Contractor finds it unavoidable to temporarily close off access for any time, the residents/businesses affected shall be contacted a minimum of 48 hours in advance and an alternate procedure for access mutually agreed to. Contractor shall provide the Engineer with signed evidence of a mutually accepted agreement between the property owner/business manager/residential manager and Contractor prior to said closure.

### **MAG SECTION 107.9 – PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE**

#### **ADD THE FOLLOWING**

The Contractor will restore all disturbed areas per the requirements included within this Section. The contractor is responsible for repairing any damages that occur on the property as a result of this project.

Existing landscape improvements, drainage ditches, etc., shall be restored in “like kind” so that the improvement is put back in as close to its prior state as possible

The Contractor shall restore each individual work site to grades existing before construction work, including wheel ruts and other scarring.

No separate measurement or payment will be made for the restoration of items impacted by the Contractor’s construction operation. The cost of restoration shall be included in the unit prices for the work which might cause the disturbance.

## **MAG SECTION 108 COMMENCEMENT, PROSECUTION AND PROGRESS**

### **MAG SECTION 108.4 – CONSTRUCTION SCHEDULE**

#### **ADD THE FOLLOWING**

- A. At the pre-construction meeting the Contractor shall submit for review by the Engineer a complete construction schedule as stated in the General Conditions of these contract documents.
- B. Once this schedule has been accepted by the Engineer, Contractor shall not deviate from it until a revised schedule has been submitted and accepted by the Engineer.
- C. The Engineer reserves the right to reject construction schedule submittals when in his opinion the schedule lacks the proper detail.

### **MAG SECTION 108.8 – GUARANTEE AND WARRANTY PROVISIONS**

#### **ADD THE FOLLOWING**

Contractor warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents or approved by the City, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

The date of Final Acceptance and the beginning of the Warranty period shall be the date upon which the City indicates final completion and acceptance of the work. The date will represent the completion date for each phase of the project irrespective of early completion by some subcontractors of their work. Final Acceptance will not be issued until all items of work of each phase, including punch list items, have been completed. The Contractor shall furnish extended warranties for facilities placed in service before Final Acceptance and that expire no earlier than one year beyond Final Acceptance except as otherwise required in the specifications.

Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this section or the Contract Documents. Contractor will provide City with all manufacturers' warranties prior to Final Acceptance.

## **MAG SECTION 109 MEASUREMENTS AND PAYMENTS**

#### **ADD THE FOLLOWING**

Changes in the scope of work and/or contract payments must be authorized by the Owner's approval of a Contract Change Order prior to the completion of such work. Work completed without the authorization of the Owner will not be eligible for measurement or payment.

## **PART 200 EARTHWORK**

### **MAG SECTION 211 – FILL CONSTRUCTION**

#### **MAG SECTION 211.2 – PLACING**

**REMOVE THE FIRST PARAGRAPH IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING**



Rocks or other solid material which are larger than 4 inches in greatest dimension shall not be placed in fill areas. Broken concrete or asphalt shall not be placed in the fill.

**MAG SECTION 211.3 – COMPACTING**

**REMOVE THE SEVENTH PARAGRAPH IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING**

The interstices around the rock in each layer shall be filled with earth or other fine material and compacted. Broken Portland cement concrete and bituminous pavement shall not be permitted in the fill.

**MAG SECTION 211.4 – TESTS**

**ADD THE FOLLOWING**

Testing frequency shall be one per soil type for proctor density testing (1 minimum) and one per 500 feet per 8-inch lift for compaction testing (1 minimum).

**PART 300  
STREETS AND RELATED WORK**

**ADD THE FOLLOWING SECTION  
SECTION 300 – SAW CUT**

**SECTION 300.1 – DESCRIPTION**

(A) The work under this section shall consist of saw cutting existing pavement where new asphalt concrete (AC) pavement is to match existing AC pavement with no stipulations for overlaying the entire pavement section. This section also includes saw cutting existing Portland cement concrete pavement (PCCP), driveway and parking areas where new construction shall match the existing grade of surface that are to remain as indicated on the plans or as designated by the Engineer. The minimum width of the saw cut shall not be less than two feet wide per KA Section 336.2.2.

(B) All saw cuts shall be made to the full depth of the material to ensure a neat line. Paved surfaces designated to remain that is damaged by the saw cutting shall be replaced in kind at the expense of the Contractor.

(C) If the saw cutting of existing PCCP and concrete driveways falls within 30 inches of a joint the concrete shall be removed to the joint.

(D) Measurement for AC pavement and PCCP saw cut and removed will be measured in square yards regardless of the existing pavement depth. Measurement for driveways saw cut and removed will be measured in square feet regardless of the existing concrete depth

(E) Payment for AC pavement and PCCP saw cut and removed will be measured in square yards regardless of the existing pavement depth. Payment for driveways saw cut and removed will be measured in square feet regardless of the existing concrete depth. Payment includes all material, equipment and labor to saw cut, remove and dispose of surplus material.

**MAG SECTION 301 – SUBGRADE PREPARATION**

**MAG SECTION 301.2.1. – REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING**

The Contractor shall not use asphalt concrete or other bituminous roadway surfacing materials as embankment fill.

**MAG SECTION 301.7 – MEASUREMENT**

**ADD THE FOLLOWING**

Unsuitable Material removal and replacement with aggregate base material shall not be measured, and payment for this item shall be included in the unit price for Subgrade Preparation.

**MAG SECTION 310 – PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE**

**MAG SECTION 310.1 – DESCRIPTION**

**REPLACE IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING**

RAP will be utilized for 100% of the base material for the roadway construction meeting the requirements of MAG Section 701.5.

**MAG SECTION 310.5 – PAYMENT**

**REPLACE IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING**

RAP shall be furnished by the City. Payment for this work will be made on the basis of the contract unit price per square yard for the installation of the roadway base material.

**MAG SECTION 321 – PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT**

**MAG SECTION 321.5 – MIX DESIGN**

**ADD THE FOLLOWING**

The mix design used for this project shall meet the requirements for a D-1/2” mix designation per MAG Section 710 using a PG 70-22 asphalt cement binder.

**MAG SECTION 330 – ASPHALT CHIP SEAL**

**MAG SECTION 330.2.1 – ASPHALT**

**ADD THE FOLLOWING**

The bituminous material shall be liquid grade asphalt (MC-250) meeting the requirements of MAG Section 712.

**MAG SECTION 330.2.2 – AGGREGATE**

**ADD THE FOLLOWING**

A single layer of chips shall be installed on the millings driveways as indicated on the plans meeting the requirements of MAG Section 716 and meeting the gradation specified in Table 716-1.

**MAG SECTION 330.6 – MEASUREMENT**

**REPLACE IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING**

Measurement and payment for this item will be made at the contract unit price per square yard of Asphalt Chip Seal placed in accordance with the project specifications.

**MAG SECTION 330.7 – PAYMENT**

**REPLACE IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING**

Quantities for payment will be paid under:  
Liquid grade asphalt (MC-250) per square yard  
Cover Material, low traffic volume per square yard

### **MAG SECTION 333 – FOG SEAL COATS**

#### **MAG SECTION 333.3.1 – EMULSIFIED ASPHALT**

##### **ADD THE FOLLOWING**

Emulsified asphalt shall be a grade SS-1 or SS-1h as specified in Section 713.

#### **MAG SECTION 333.10 – PAYMENT**

##### **REMOVE IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING**

Payment for asphalt emulsion in place will be by the square yard.

Payment for furnishing and applying sand blotter in place will be paid for by the square yard.

### **MAG SECTION 336 – PAVEMENT MATCHING AND SURFACING REPLACEMENT**

#### **MAG SECTION 336.2.4.1 – PERMANENT ASPHALT PAVEMENT REPLACEMENT**

##### **REMOVE THE FIRST SENTENCE AND PARAGRAPH (A) IN THEIR ENTIRETY AND REPLACE WITH THE FOLLOWING**

The asphalt concrete pavement section replacement shall be as indicated on the plans.

(A) Asphalt concrete pavement shall conform to Section 710 for a D-1/2” mix.

### **MAG SECTION 340 – CONCRETE CURB, GUTTER, SIDEWALK, CURB RAMPS, DRIVEWAY AND ALLEY ENTRANCE**

#### **MAG SECTION 340.3.3 – CONCRETE PLACEMENT**

##### **ADD THE FOLLOWING SUBSECTIONS**

##### **340.3.3.1 – CONCRETE DRIVEWAY ENTRANCES**

All concrete driveways shall be in accordance with the details as specified on the plans. High early strength concrete, 6” thick may be required to minimize the driveway closure duration for concrete curing for businesses without an alternate entrance or driveways at heavily used locations. The entrances that require high early concrete will be determined by the Engineer. No separate measurement or payment will be made for using high early strength concrete.

Construction Joints shall be approximately 10 feet apart.

##### **340.3.3.2 – CONCRETE VALLEY GUTTER**

All concrete valley gutters and spandrels (aprons) shall be constructed on a minimum eight-inch (8”) thick millings base course compacted to 100% of standard proctor as specified on the plans. The 4’ wide concrete pad as shown on MAG Standard Detail 240 may be omitted.

#### **MAG SECTION 340.3.10 – DEFICIENCIES**

##### **ADD NEW SUBSECTION 340.3.10.1 ACCEPTANCE**

The Contractor is responsible for protecting the finish surface of concrete by keeping footprints, tire impressions, graffiti, names, etc., from becoming part of the finished product. This may require special scheduling of materials, delivery and/or manpower. All defaced concrete will be replaced by the

Contractor at no additional cost to the City. Patching is not acceptable. Cracked concrete will also require replacement. The Engineer shall determine the removal and replacement limits of the damaged/defaced concrete. Removal shall require a neat saw cut edge or removal to the nearest joint.

#### **MAG SECTION 340.5 – MEASUREMENT**

##### **ADD THE FOLLOWING**

Concrete driveways, valley gutters and aprons will be measured to the nearest square foot complete in place. When concrete driveways, valley gutters, and/or aprons are cut during trenching operations, the square foot measurement for payment will be in accordance with MAG Section 336.

#### **MAG SECTION 340.6 – PAYMENT**

##### **ADD THE FOLLOWING**

No separate payment will be made for the millings base course for the concrete valley gutters. This item shall be considered incidental to all items in the section.

### **MAG SECTION 350 – REMOVAL OF EXISTING IMPROVEMENTS**

#### **MAG SECTION 350.1 – DESCRIPTION**

##### **REPLACE IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING**

The work under this section shall consist of the removal, wholly or in part, and satisfactory disposal of all structures and obstructions which have not been designated on the project plans or specified in the Special Provisions to remain, except for those structures and obstructions which are to be removed and disposed of under other items of work in the contract. The work shall also include salvaging of designated materials and backfilling the resulting voids. Existing structures, pavement and other existing improvements which are to become an integral part of the planned improvements shall remain even though not specifically noted. Materials removed and not designated to be salvaged or incorporated into the work shall be disposed of by the Contractor per the Excess Material Section in the General Conditions Supplement.

All existing utilities not designated for removal shall remain in place and be protected against damage. The removal of existing improvements shall be conducted in such a manner as not to injure active utilities or any portion of the improvement that is to remain in place.

The following conditions shall apply for removal, replacement and matching of existing improvements to new construction:

1. Existing improvements shall be removed and replaced as shown on the plans where necessary to construct the new driveways and the roadside drainage swales. This includes concrete, ABC, asphalt/concrete driveway transitions, irrigation components, fences or any other landscape features.
2. Shrubs/low growth vegetation may be trimmed to provide room for forms or other necessary construction devices.
3. The Contractor will coordinate with the engineer for the exact limits of the removals and replacements as required at each match up location. Where existing asphalt has to be removed for any construction or repairs, the existing asphalt shall be cut back far enough to remove any asphalt edge damaged by construction and shall not be less than 24" wide. The length of the cut shall be sufficient enough to encompass asphalt that was disturbed by construction activities as directed by the City of Kingman Engineering Representative.
4. Pavement replacement for trenches shall be per Mohave County Standard Detail 200-1. All pavement patches shall be compacted with a vibratory steel wheel roller to the same density

specified for asphalt concrete pavement. Widths for pavement replacement shall be as shown in MAG Specifications Table 601-1, "TRENCH WIDTHS".

5. ABC shall be used for any match up required at unimproved driveways or other locations subject to vehicle or pedestrian traffic. Native materials may be used at other locations not subject to vehicle or pedestrian traffic.
6. Meter boxes, fire hydrants, valves, utility risers, or other facilities within the construction limits must be adjusted to final elevations.

For additional Landscape removal and restoration requirements – Reference Sections 431 of these Special Provisions.

### **ADD NEW SUBSECTION 350.1.1 – CONSTRUCTION REQUIREMENTS**

Items designated to be salvaged shall be carefully stockpiled or stored by the contractor at locations designated in the General Conditions Supplement or as directed by the Engineer.

Items which are to be salvaged or reused in the new construction and are damaged or destroyed as a result of the contractor's operations shall be repaired or replaced by the contractor at no additional cost to the City.

Holes, cavities, trenches and depressions resulting from the removal of structures or obstructions, except in areas to be excavated, shall be backfilled with suitable material which shall be compacted to a density of not less than 95 percent of the maximum density as determined in accordance with the requirements of Section 601 or Section 211. Backfill of all excavated areas below structures shall be in accordance with Section 206.4.

### **MAG SECTION 350.3 – MISCELLANEOUS REMOVAL AND OTHER WORK REMOVE IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING**

- (A) All fence to be removed, shall become the property of the contractor unless designated for salvage on the project plans. When designated for salvage, fence and gates shall be carefully dismantled and stockpiled. Posts shall be cleaned of all concrete and dirt.
- (B) Remove and reset mail boxes.
- (C) Sign relocations shall include removal of the existing signs, posts and bases. The original sign panel shall be salvaged and installed on new posts and bases as shown on the project plans.
- (D) Remove planter boxes, block walls, concrete walls, footings, concrete aprons, driveways, concrete islands and drainage structures. All drainage structures shall be removed to a depth of at least five feet below finished subgrade elevation unless otherwise noted on the project plans or special provisions.
- (F) Install plugs for pipe and remove existing plugs as necessary for new construction.
- (G) Remove pavements and aggregate base where called for on the project plans.

### **MAG SECTION 350.4 – PAYMENT REMOVE IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING**

No separate measurement or payment shall be made for removal of existing improvements unless otherwise noted on the plans or if removals are included with the bid items. This work shall be

considered incidental and included in the unit price bid for construction of the appropriate contract pay items.

**PART 400  
RIGHT-OF-WAY AND TRAFFIC CONTROL**

**KA SECTION 400 – SURVEYING STANDARDS**

**KA SECTION 400.4 – PRESERVATION OF SURVEY MONUMENTS AND BENCH MARKS  
ADD THE FOLLOWING**

The following intersection monuments and bench marks may be disturbed with the construction activities.

**DESCRIPTION**

- C.O.K. BM# IP-112 – A 2” brass disk in concrete at the west return of Finance Way and Transport Drive.
- C.O.K. BM# IP-116 – A 2” brass disk in concrete 5’(±) northeast of block fence corner at the west return of Port Way and Transport Drive.
- C.O.K. BM#-117 – A 2” brass disk in concrete 30’(±) northeast of the intersection of Port Way and Government Way.
- Intersection monument at Transport Drive and Port Way. 1-1/2” aluminum cap on iron pin.
- Intersection monument at Government Way and Port Way. 1-1/2” aluminum cap on iron pin.
- Intersection monument at Port Way and Flightline Drive. 3” Brass disk on iron pine.

The City of Kingman Survey Department will replace the monument listed above at no cost to the Contractor.

**MAG SECTION 401 – TRAFFIC CONTROL**

**MAG SECTION 401.1 – DESCRIPTION  
ADD THE FOLLOWING**

Traffic control is the responsibility of the Contractor and shall be performed in accordance to this section and the US Department of Transportation Federal Highway Administration’s Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), latest edition and in accordance with the Contract Documents.

(A) Prior to commencing the project, the Contractor shall submit to the City of Kingman a traffic control plan for the proposed work. The traffic control plan must be approved by the Engineer before beginning any construction.

(B) Any deviations to the approved traffic control plan must be approved by the Engineer or Engineer’s authorized representative prior to any changes being made.

**MAG SECTION 401.4 – TRAFFIC CONTROL MEASURES  
ADD THE FOLLOWING**

In addition to vehicle traffic, sufficient and adequate devices and measures to control the pedestrian traffic in and around the job site shall be provided and erected per the Contractors approved traffic control plan. It is the responsibility of the Contractor to keep all roadways within the construction area open to traffic and provide for and accommodate vehicles and pedestrians in a safe and efficient

manner. The Contractor shall provide and maintain temporary and permanent approaches with streets, businesses, parking lots and driveways.

**MAG SECTION 401.6 – MEASUREMENT  
REMOVE SECTION IN ITS ENTIRETY**

**MAG SECTION 401.7 – PAYMENT  
REMOVE SECTION IN ITS ENTIRETY**

**ADD NEW SECTION 401.8 – MEASUREMENT AND PAYMENT**

Measurement and payment for Traffic Control will be made at the Lump Sum (LS) contract unit price, which price shall be full compensation for supplying and maintaining all materials and elements and performing all work as specified herein.

**ADD THE FOLLOWING SECTION  
SECTION 403 – PERMANENT SIGNING, SIGN POSTS AND DELINEATORS**

**SECTION 403.1 – DESCRIPTION**

Work under this item shall be done in accordance with the project plans and requirements of the Manual on Uniform Traffic Control Devices (MUTCD), Mohave County Detail 131-1, 131-2 & 132, and ADOT Signing and Marking Standards.

**SECTION 403.2 – SIGN RELOCATIONS**

Sign relocations shall include removal of the existing sign panels, posts and bases and re-installation of the original sign panel on new posts and bases in conformance with Mohave County Standard Details 131-1, 131-2 & 132. Sign posts and bases will be measured and paid per each, including the re-installation of the sign panels.

**ADD THE FOLLOWING SECTION  
SECTION 431 – LANDSCAPE REMOVALS**

**SECTION 431.1 – REMOVE AND REPLACE EXISTING LANDSCAPE ROCK**

Existing landscape rock and landscape boulders shall be salvaged and reinstalled in their original locations as closely as possible as modified by the new construction in accordance with Section 107.9. If additional ground cover rock is required, the contractor shall provide rock that matches as closely as possible to the existing materials. No separate measurement or payment will be made for removing and replacing landscape rock, this work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

**SECTION 431.2 – TREE/SHRUB REMOVAL**

Prior to commencing with any tree/shrub removal, the Contractor, Engineer and a representative from Mohave County shall review the construction disturbance limits and make a final determination as to which trees or shrubs shall remain undisturbed within the limits of the project. Trees/shrubs that will remain shall be protected in place during construction activities. Trees/shrubs damaged during construction, which are intended to remain, shall be trimmed to remove broken or otherwise damaged limbs. Trimming of existing trees may be required per Section 350.1. No separate measurement or payment will be made for tree removal and trimming, including bush and hedges, this work shall be considered incidental to subgrade preparation.

**PART 600**  
**WATER, SEWER, STORM DRAIN AND IRRIGATION**

**MAG SECTION 601 – TRENCH EXCAVATION, BACKFILLING AND COMPACTION**

**MAG SECTION 601.1 – DESCRIPTION**

**ADD THE FOLLOWING**

Trench excavation, backfilling and compaction shall conform to all applicable provisions of MAG Standard Specification Section 601, Mohave County Standard Detail 200-1 and City of Kingman Standard Detail 392. Mechanical compaction shall be used to achieve the required minimum densities per MAG Standard Specifications Table 601-2. Bedding and shading material shall be tested to insure compliance with (MAG Standard Specification 702) at the contractor's expense and provided to the City prior to its use.

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

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

**MAG SECTION 601.2 – EXCAVATION**

**ADD NEW SUBSECTION 601.2.11 – ROCK EXCAVATION FOR UTILITY AND/OR DRAINAGE CONSTRUCTION**

The Contractor is hereby notified that excavation in some areas may be in rock. There is no separate pay item for such excavation, and the cost thereof shall be included in the unit price bid for the associated work item. The City makes no claims as to the suitability of trenching conditions for this project. Boring logs within the vicinity of this project have been included for reference. The Contractor is encouraged to make his own investigation of subsurface conditions prior to submitting his bid.

**MAG SECTION 610 – WATER LINE CONSTRUCTION**

**MAG SECTION 610.1 – DESCRIPTION**

**REPLACE IN ITS ENTIRETY WITH THE FOLLOWING**

Water line construction shall conform to MAG Standard Specification Section 610, Mohave County Standard Detail 200-1 and City of Kingman Standard Detail 392.

**MAG SECTION 610.9 – FIRE HYDRANTS**

**ADD THE FOLLOWING**

(A) Hydrant grade adjustments shall be in accordance with COK Standard Detail 360, and as specified on the project plans.



# **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 answer to questions made hereinafter.

**SUBMITTED TO: City of Kingman**

**ADDRESS: 310 N. 4<sup>th</sup> St., Kingman AZ 86401**

**SUBMITTED BY:**

**NAME:**

**ADDRESS:**

**ARIZONA CONTRACTOR'S LICENSE #**

**FEDERAL ID #**

**PRINCIPAL OFFICE:**

- Corporation**
- Partnership**
- Individual**

- Joint Venture**
- Other**

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:



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 named on page one?
  
  - 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 he/she is the \_\_\_\_\_  
of \_\_\_\_\_ Contractor(s), and that  
answers to the foregoing questions and all statements therein contained are true and correct.

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

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

My commission expires:

\_\_\_\_\_

General and Supplementary Conditions are provided by the project ENGINEER/engineer as part of the specifications. Insert the correct paragraph numbers where indicated.

**CITY OF KINGMAN  
KINGMAN INDUSTRIAL PARK ROADWAY IMPROVEMENTS  
PROPOSAL FORM**

PROJECT IDENTIFICATION: *ENG19-0089 KINGMAN INDUSTRIAL PARK ROADWAY IMPROVEMENTS*

THIS BID IS SUBMITTED TO: *The City of Kingman  
310 N. Fourth Street  
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 30 days after the day of bid opening. Bidder will sign and submit the Contract with the bonds and other documents required by the bidding requirements within 10 days after the date of 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 of the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
_____	_____
_____	_____
_____	_____

- b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
    - 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 and ENGINEER* do 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/ENGINEER* written notice of all conflicts, errors, ambiguities or discrepancies that bidder has discovered in the contract documents and the written resolution thereof by *City/ENGINEER* 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 himself/herself any advantage over any other bidder or over the *City*.
- h. Bidder has included in each of the Activity Bids, the specified allowance amounts in accordance with the Specifications.



CITY OF KINGMAN

Kingman Industrial Park Roadway Improvements (Port Way/Transport Dr./Government Way)  
 TO: THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF KINGMAN, ARIZONA

The Undersigned proposes and agrees to furnish any and all required labor, material, construction equipment, transportation and services for the construction of Roadway Improvements at the Kingman Industrial Park for Port Way, Transport Drive and Government Way in strict conformity with the Plans, Specifications, and Special Provisions, for the following unit prices:

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EXTENDED COST
<b>BASE BID (PORT WAY)</b>					
1	Mobilization	1	LS		
2	Erosion Control Wattle - Detail '9' Plan Sheet C1.11	200	LF		
3	Sawcut & Remove Asphaltic Concrete Pavement	1,840	SY		
4	Sawcut & Remove Concrete Driveway	1,000	SF		
5	Remove and Salvage Existing Traffic Control Sign and Remove Sign Post and Base	1	EA		
6	Roadway Excavation	490	CY		
7	Sub-grade Preparation	3,770	SY		
8	Millings Base Course - 8" Thick (Millings Supplied by C.O.K.)	3,335	SY		
9	AC Pavement - 2" Thick	3,365	SY		
10	Fog Seal Coat (SS-1 or SS-1H)	3,335	SY		
11	Traffic Control	1	LS		
12	Sign Anchor and Post - MC 131-2	3	EA		
13	Stop Sign/Street Name Sign - MC 131-1, 132	7	EA		
14	Concrete Driveway - MC 250-C	870	SF		
15	Millings Driveway - MC 250-A2	2,155	SF		
16	Asphalt Chip Seal (MC-250)	240	SY		
17	Concrete Valley Gutter - MAG 240	590	SF		
18	Adjust Water Valve Box & Cover - COK 391-1	4	EA		
19	Adjust Fire Hydrant - COK 360	2	EA		
20	1-1/2" Water Service Connection and Meter Box - COK 320, 344-1	1	LS		
21	Adjust Sanitary Sewer Manhole - COK 422	2	EA		
22	30" Watertight Manhole Frame & Cover - MAG 424-2	2	EA		
23	Drainage Channel Excavation - Detail '3' Plan Sheet C1.11	400	CY		
24	Testing, Quality Control	1	LS		
<b>TOTAL BASE BID (PORT WAY)</b>					\$

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EXTENDED COST
	<b>ADDITIVE ALTERNATE #1 (TRANSPORT DRIVE)</b>				
1	Erosion Control Wattle - Detail '9' Plan Sheet C1.11	40	LF		
2	Sawcut & Remove Asphaltic Concrete Pavement	1,955	SY		
3	Remove and Salvage Existing Traffic Control Sign and Remove Sign Post and Base	2	EA		
4	Remove Bollard Fire Hydrant Protection	1	LS		
5	Roadway Excavation	605	CY		
6	Sub-grade Preparation	2,805	SY		
7	Millings Base Course - 8" Thick (Millings Supplied by C.O.K.)	2,565	SY		
8	AC Pavement - 2" Thick	2,588	SY		
9	Fog Seal Coat (SS-1 or SS-1H)	2,565	SY		
10	Traffic Control	1	LS		
11	Sign Anchor and Post - MC 131-2	1	EA		
12	Concrete Driveway - MC 250-C	1,435	SF		
13	Concrete Valley Gutter - MAG 240	144	SF		
14	Adjust Water Valve Box & Cover - COK 391-1	3	EA		
15	Adjust Fire Hydrant - COK 360	2	EA		
16	Adjust Sanitary Sewer Manhole - COK 422	2	EA		
17	30" Watertight Manhole Frame & Cover - MAG 424-2	1	EA		
18	Drainage Channel Excavation - Detail '3' Plan Sheet C1.11	170	CY		
19	Testing, Quality Control	1	LS		
	<b>TOTAL ADDITIVE ALTERNATE #1 (TRANSPORT DRIVE)</b>				\$

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EXTENDED COST
	<b>ADDITIVE ALTERNATE #2 (GOVERNMENT WAY)</b>				
1	Erosion Control Wattle - Detail '9' Plan Sheet C1.11	55	LF		
2	Sawcut & Remove Asphaltic Concrete Pavement	1,790	SY		
3	Remove and Salvage Existing Traffic Control Sign and Remove Sign Post and Base	1	EA		
4	Remove and Salvage Existing Mailbox and Remove Post and Base	2	EA		
5	Roadway Excavation	560	CY		
6	Sub-grade Preparation	3,770	SY		
7	Millings Base Course - 8" Thick (Millings Supplied by C.O.K.)	2,555	SY		
8	AC Pavement - 2" Thick	2,580	SY		
9	Fog Seal Coat (SS-1 or SS-1H)	2,555	SY		
10	Traffic Control	1	LS		
11	Sign Anchor and Post - MC 131-2	1	EA		
12	Stop Sign/Street Name Sign - MC 131-1, 132	2	EA		
13	Install Salvaged Mailbox on 2" Diameter Steel Post in 12" Diameter (24" Deep Max.) Concrete	2	EA		
14	Concrete Driveway - MC 250-C	1,075	SF		
15	Millings Driveway - MC 250-A2	1,165	SF		
16	Asphalt Chip Seal (MC-250)	130	SY		
17	Concrete Valley Gutter - MAG 240	144	SF		
18	Adjust Sanitary Sewer Manhole - COK 422	1	EA		
19	30" Watertight Manhole Frame & Cover - MAG 424-2	1	EA		
20	Drainage Channel Excavation - Detail '3' Plan Sheet C1.11	250	CY		
21	Testing, Quality Control	1	LS		
	<b>TOTAL ADDITIVE ALTERNATE #2 (GOVERNMENT WAY)</b>				\$

**TOTAL BASE BID (PORT WAY)**

(Numbers) \$ \_\_\_\_\_

(Words) \_\_\_\_\_

**TOTAL BID ADDITIVE ALTERNATE #1 (TRANSPORT DRIVE)**

(Numbers) \$ \_\_\_\_\_

(Words) \_\_\_\_\_

**TOTAL BID ADDITIVE ALTERNATE #2 (GOVERNMENT WAY)**

(Numbers) \$ \_\_\_\_\_

(Words) \_\_\_\_\_

5. Bidder agrees that the work (all or any combination of Activities) will be fully completed and ready for final payment within **150 calendar days** after the date when the contract times commences to run as provided in the General Conditions.
6. Bidder accepts the provisions of the Contract as to liquidated damages (**Per MAG Sec 108**) for each consecutive calendar day in the event of failure to complete the work (all or any combination of Activities) within the times specified in the Contract.
7. The following documents are attached to and made a condition of this bid:
  - 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 10% of the bid amount.
  - d. Subcontractors and Material Suppliers List
  - e. Non-Collusion Affidavit

8. Communications concerning this bid shall be addressed to:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Submitted on \_\_\_\_\_, 20\_\_\_\_.  
(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:	

**ARIZONA STATUTORY BID BOND**  
**PURSUANT TO TITLES 28, 34 AND 41, ARIZONA REVISED STATUTES**  
**(Penalty of this bond must not be less than 10% of the bid amount)**

**KNOW ALL MEN BY THESE PRESENTS:**

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

**WHEREAS**, the Principal has submitted a bid for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal Seal \_\_\_\_\_ Seal Surety

By: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
Attorney-in-Fact

It's: \_\_\_\_\_

\_\_\_\_\_  
AGENCY OF RECORD AGENCY ADDRESS





**Non-Collusion Affidavit**

State of Arizona )  
County of ) ss.

\_\_\_\_\_, affiant,  
(Name of Person Authorized to Sign Offer)

the \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Contractor/Offeror)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham Proposal, or any other person, firm or corporation to refrain from submitting a Proposal, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

# **CONTRACT AGREEMENT AND FORMS**

## CONTRACT AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, 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 public roadway improvements at the Kingman Industrial Park funded with the State of Arizona, Department of Transportation (ADOT) as an Economic Development Strength Project Grant 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.

NOW, THEREFORE the parties do mutually agree as follows:

#### 1. WORK

*CONTRACTOR* shall complete all work as specified or indicated in the contract documents. The project is located at the Kingman Industrial Park and consists of reconstructing 3 roadways, Port Way (1,200 feet±), Transport Drive (941 feet±) and Government Way (938 feet±). The work generally consists of roadway improvements including removal of existing pavement, incidental earthwork, new pavement section, constructing roadside ditches, driveways and other associated improvements.

#### 2. ACCESS TO INFORMATION

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

#### 3. PROJECT MANAGER - ADMINISTRATION

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

#### 4. ENGINEER

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

#### 5. CONTRACT TIMES

The work will be completed and ready for final payment within **150 calendar days** in accordance with the General Conditions. Time commences to run as provided in *the General Conditions, beginning one day after issuance of the Notice to Proceed.*

## **6. LIQUIDATED DAMAGES**

*CITY* and CONTRACTOR recognize that time is of the essence of this Agreement and that the *CITY* will suffer financial loss if the work is not completed within the times specified in paragraph 5 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the *CITY* if the work is not completed on time. Accordingly, instead of requiring any such proof, the *CITY* and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty and as allowable by MAG Sec. 108) CONTRACTOR shall pay the *CITY* the daily charges as shown in Table 108-1 for each day that expires after the time specified in paragraph 5. above for final completion until the work is complete and ready for final payment.

## **7. COMPENSATION AND METHOD OF PAYMENT**

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

\_\_\_\_\_. Originals of the Applications for Payment are to be submitted, no later than the first day of the month to:

*The City of Kingman-Attention: Eric Sparkman, Assistant City Engineer  
220 N. Fourth St., Kingman, AZ 86401*

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

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

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

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

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

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

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

## **8. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Kingman, its agents, its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs relating to or arising out of this agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Contractor or any such subcontractor or design professional or other persons employed or used by the Contractor or any such subcontractor or design professional in the performance of the contract or subcontract.

In any and all claims against the indemnified parties by any employee of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation in this article on INDEMNITY shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor, or any subcontractor, or any supplier or other person under workmen's compensation acts, disability benefit acts, or other employee acts.

The Contractor shall also indemnify and hold harmless the City of Kingman, the Design Professional, the Owner's representative, any jurisdiction or agency issuing permits for any work involved in the project, and their consultants, and each of their directors, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorney's fees and other costs, including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the work and all of the Contractor's obligations under the contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

The indemnification, hold harmless provisions and City's Liability Insurance set forth herein shall survive any termination of this Agreement.

The Contractor shall have no obligation to indemnify under this contract to the extent such claims, damages, losses and expenses are caused by the sole negligence of a party indemnified hereunder.

## **9. MISCELLANEOUS PROVISIONS**

- a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona, and all obligations of the parties created hereunder are performable in *Mohave County*, Arizona.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

#### **10. PROJECT FAMILIARITY AND IDENTIFICATION OF CONFLICTS**

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

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

#### **11. INSURANCE**

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, his 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, 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**

##### **Commercial General Liability**

Commercial general liability shall be written on an occurrence basis and covering liabilities arising out of construction of the project herein. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract. Policy shall not exclude explosion, collapse, underground (XCU) hazards, nor the products and completed operations hazards, or inadvertent construction defects, and shall include coverage for bodily injury,

broad form property damage, personal injury, products/completed operations and blanket contractual coverage, but not limited to, the liability assumed under the indemnification provisions of this Contract. Products and completed operations liability coverage shall be maintained throughout this Contract and shall extend for a period not less than five years following acceptance of the project. Contractual liability applies to the hold-harmless provisions of the contract between the named insured and agreements the insured makes in connection with insured operations. Minimum coverage limit shall be no less than \$1,000,000 CSL. If the policy has an aggregate limit, that limit shall not be less than \$2,000,000.

### **Automobile Liability**

Commercial auto liability includes auto hazards for the owned, non-owned and hired, leased rented, borrowed or otherwise, assigned to or used in connection with the construction of the project. Minimum coverage limit shall be no less than \$1,000,000 CSL.

### **Worker's Compensation and Employers' Liability**

CONTRACTOR shall maintain Worker's Compensation insurance at the statutory level.

Employer's Liability shall be at a minimum of \$1,000,000 each accident, \$500,000 disease policy limits, \$100,000 each employee.

### **Excess Liability**

When excess liability insurance is used to supplement the required insurance limits below, the excess liability insurance must be "follow form" equal or broader in coverage scope as the underlying insurance.

Construction projects up to five million (\$5,000,000) require limits of not less than five million (\$5,000,000) in Commercial General Liability coverage limits. Where the commercial general liability per occurrence policy is less than \$5,000,000, excess liability limits must be purchased so that the total combined policy limits meet or exceed \$5,000,000.

### **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, the following provisions:

All policies, except for the Workers' Compensation and Employers' Liability policies shall contain endorsements naming the City of Kingman and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services herein. On insurance policies where the City of Kingman is named as an additional insured, the City of Kingman shall be an additional insured to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Contract.

The CONTRACTOR's insurance coverage except for workers compensation and employers liability shall be primary insurance and non-contributory with respect to all other available sources maintained by the City.

The insurance Coverage provided by the CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this Contract.

Notice Of Cancellation. Each insurance policy required under this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits. Should limits or coverage change, thirty (30) days prior written notice shall be provided to the City. Such notice shall be sent directly to the City Senior Representative and shall be sent by certified mail, return receipt requested.

Acceptability Of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with a 2004 “A.M. Best” rating of not less than A-. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.

### **CERTIFICATES OF INSURANCE**

Any failure, actual or alleged, on the part of the City to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the City.

All certificates of insurance and policy endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under the terms of this Contract and remain in effect for the duration of the project and/or beyond project acceptance as required herein. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.

The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract 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 five (5) days prior to the expiration date. If a policy is to be cancelled, 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  
Engineering Department  
310 N. 4<sup>th</sup> Street (mail)  
220 N. 4<sup>th</sup> Street (physical)  
Kingman, Arizona 86401

Subcontractors. CONTRACTOR shall ensure all Subcontractors performing work under the terms of this Contract secure and maintain all insurance coverages (including worker's 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 acceptance 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 10% of the bid amount.
- d. Subcontractors and Material Suppliers List
- e. Non-Collusion Affidavit



**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. CERTIFICATIONS**

This Agreement is subject to the provisions entitled "Certifications" which were submitted by the CONTRACTOR [on July 28, 2021] and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

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

Approved as to Form:

CITY OF KINGMAN:

\_\_\_\_\_  
*Mayor*

\_\_\_\_\_  
*City Attorney*

CONTRACTOR:

\_\_\_\_\_  
*President*

Attest:

\_\_\_\_\_  
*City Clerk*

## 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 his/her 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 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 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 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 A.R.S. §38-511, Conflict of Interest.

#### 2. SANCTION, PENALTIES AND DEBARMENT

A breach of the contract provisions concerning violations of federal labor standards if applicable 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 he/she has, or will secure at his 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 his/her 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 on 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. These records will be retained for five 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 save the CITY harmless with respect to any damages arising from any tort done by the CONTRACTOR or his representatives in performing any of the work embraced by this Contract.

**11. CONTRACTOR will comply with the requirements of the American with Disabilities Act (ADA).**

**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 he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or

degree with the performance of his/her 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 CONTRACTOR agrees to comply with “The American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable By, the Physically Handicapped.” CONTRACTOR represents that he understands 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)

**KNOW ALL MEN BY THESE PRESENTS:** That, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter "Principal"), as Principal, and \_\_\_\_\_, (hereafter  
"Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office  
in the City of \_\_\_\_\_, holding a certificate of authority to transact surety business in Arizona issued by the Director  
of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the **City of Kingman, Arizona**  
(hereinafter "Obligee"), in the amount of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors,  
successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL SEAL

BY: \_\_\_\_\_

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
AGENCY ADDRESS

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

**KNOW ALL MEN BY THESE PRESENTS THAT:** \_\_\_\_\_

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

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

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

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of said Contract and any extension of the contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modification of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; the above obligation is void. Otherwise it remains in full force and effect.

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL SEAL

BY: \_\_\_\_\_

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
AGENCY ADDRESS

CITY OF KINGMAN, ARIZONA  
ENGINEERING DEPARTMENT

**CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS**

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

To the City of Kingman, Arizona

Gentlemen:

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

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

Signed and dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

STATE OF ARIZONA    )  
  )ss.  
COUNTY OF            )

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

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

My Commission Expires: \_\_\_\_\_

**ASBESTOS-FREE FACILITY MATERIAL CERTIFICATION**

**CITY OF KINGMAN, ARIZONA  
PROJECT NO. ENG19-0089**

I \_\_\_\_\_, AS THE DULY AUTHORIZED REPRESENTATIVE FOR \_\_\_\_\_ CERTIFY THAT ALL MATERIALS INSTALLED AND USED BY THE UNDERSIGNED IN THE KINGMAN FACILITY PURSUANT TO THIS CITY OF KINGMAN PROJECT ARE FREE OF ANY LABORATORY DETECTABLE AMOUNTS OF ASBESTOS CONTAINING MATERIAL USING THE METHOD SPECIFIED IN APPENDIX A, SUBPART F OF 40 CFR PART 763 SECTION 1, POLARIZED LIGHT MICROSCOPY. THIS CERTIFICATION INCLUDES ALL MATERIALS\* INSTALLED AND USED BY THE CONTRACTOR, ALL SUB-CONTRACTORS AND ALL OTHERS PERFORMING WORK IN CITY OF KINGMAN FACILITIES, FOR WORK COMPLETED AS DESCRIBED BELOW:

THIS CERTIFICATION INCLUDES ALL WORK THAT WAS COMPLETED BY THE CONTRACTOR AND HIS SUBCONTRACTORS CONDUCTED BEGINNING ON \_\_\_\_\_ AND COMPLETED ON \_\_\_\_\_ UNDER CITY OF KINGMAN PROJECT NUMBER ENG19-0089.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of CONTRACTOR

\_\_\_\_\_  
Incorporation Status

\_\_\_\_\_  
Arizona Contractor License Number

STATE OF ARIZONA )  
County of )ss )

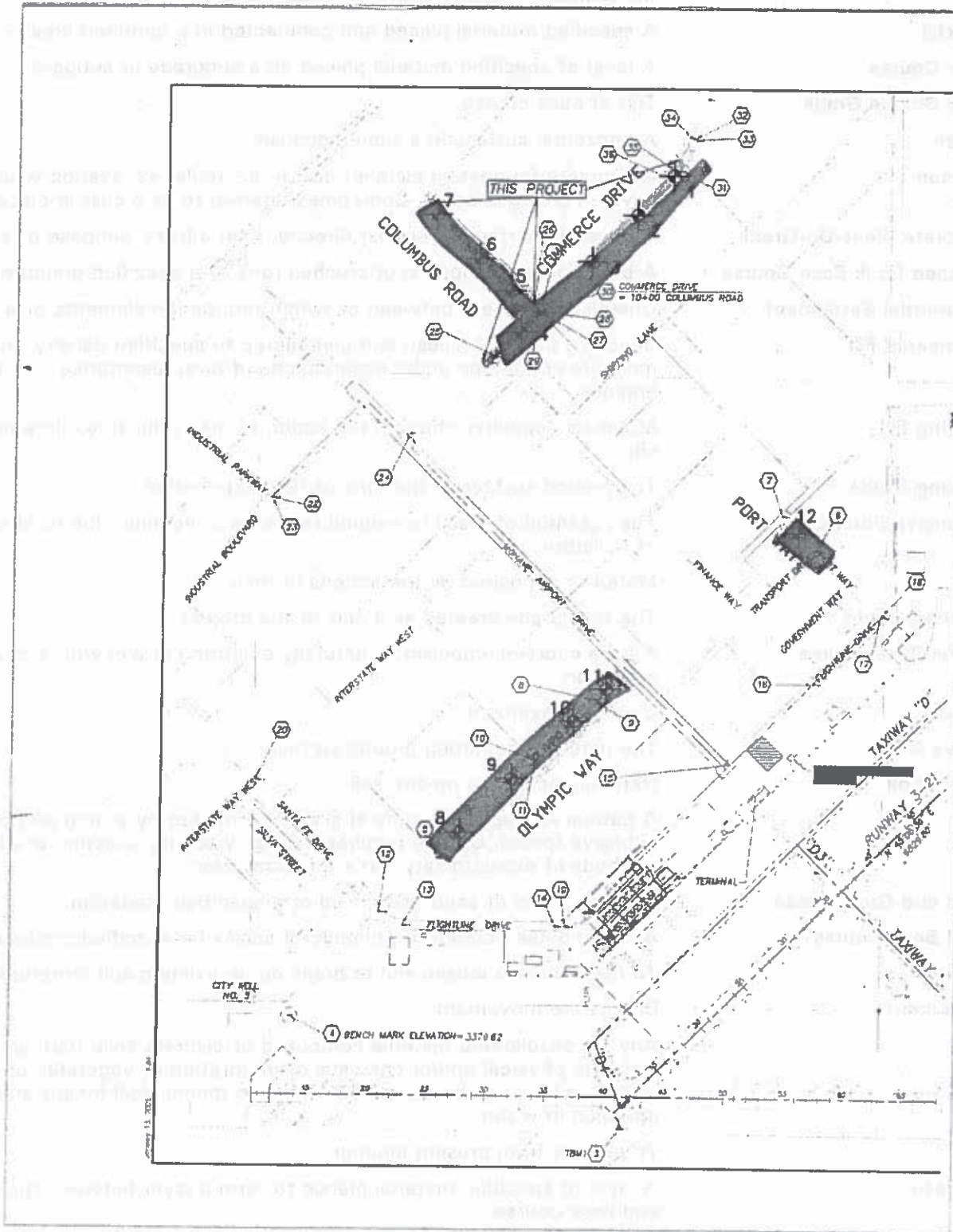
The foregoing instrument was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

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

My Commission Expires:  
\_\_\_\_\_



# **SOIL BORING LOGS**



**LEGEND:**  
 APPROXIMATE LOCATION OF TEST BORING

Not to Scale:

<b>KINGMAN AIRPORT LANDSIDE FEATURES</b>	
Boring Location Diagram	
Western Technologies Inc.	
Job No.: 2126JA01	Plate: 1

<b>Allowable Soil Bearing Capacity</b>	The recommended maximum contact stress developed at the interface of the foundation element and the supporting material.
<b>Backfill</b>	A specified material placed and compacted in a confined area.
<b>Base Course</b>	A layer of specified material placed on a subgrade or subbase.
<b>Base Course Grade</b>	Top of base course.
<b>Bench</b>	A horizontal surface in a sloped deposit.
<b>Caisson</b>	A concrete foundation element cast in a circular excavation which may have an enlarged base. Sometimes referred to as a cast-in-place pier.
<b>Concrete Slabs-On-Grade</b>	A concrete surface layer cast directly upon a base, subbase or subgrade.
<b>Crushed Rock Base Course</b>	A base course composed of crushed rock of a specified gradation.
<b>Differential Settlement</b>	Unequal settlement between or within foundation elements of a structure.
<b>Engineered Fill</b>	Specified material placed and compacted to specified density and/or moisture conditions under observations of a representative of a soil engineer.
<b>Existing Fill</b>	Materials deposited through the action of man prior to exploration of the site.
<b>Existing Grade</b>	The ground surface at the time of field exploration.
<b>Expansive Potential</b>	The potential of a soil to expand (increase in volume) due to absorption of moisture.
<b>Fill</b>	Materials deposited by the actions of man.
<b>Finished Grade</b>	The final grade created as a part of the project.
<b>Gravel Base Course</b>	A base course composed of naturally occurring gravel with a specified gradation.
<b>Heave</b>	Upward movement
<b>Native Grade</b>	The naturally occurring ground surface.
<b>Native Soil</b>	Naturally occurring on-site soil.
<b>Rock</b>	A natural aggregate of mineral grains connected by strong and permanent cohesive forces. Usually requires drilling, wedging, blasting or other methods of extraordinary force for excavation.
<b>Sand and Gravel Base</b>	A base course of sand and gravel of a specified gradation.
<b>Sand Base Course</b>	A base course composed primarily of sand of a specified gradation.
<b>Scarify</b>	To mechanically loosen soil or break down existing soil structure.
<b>Settlement</b>	Downward movement.
<b>Soil</b>	Any unconsolidated material composed of discrete solid particles, derived from the physical and/or chemical disintegration of vegetable or mineral matter, which can be separated by gentle mechanical means such as agitation in water.
<b>Strip</b>	To remove from present location.
<b>Subbase</b>	A layer of specified material placed to form a layer between the subgrade and base course.
<b>Subbase Grade</b>	Top of subbase.
<b>Subgrade</b>	Prepared native soil surface.

KINGMAN AIRPORT - LANDSIDE FEATURES

Definition of Terminology

**Western Technologies Inc.**

Job No.: 2126JA010

Plate: A-1



**COARSE-GRAINED SOILS**  
LESS THAN 50% FINES\*

GROUP SYMBOLS	DESCRIPTION	MAJOR DIVISIONS
GW	WELL-GRADED GRAVELS OR GRAVEL-SAND MIXTURES, LESS THAN 5% FINES	GRAVELS MORE THAN HALF OF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE SIZE
GP	POORLY-GRADED GRAVELS OR GRAVEL-SAND MIXTURES, LESS THAN 5% FINES	
GM	SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES, MORE THAN 12% FINES	
GC	CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES, MORE THAN 12% FINES	
SW	WELL-GRADED SANDS OR GRAVELLY SANDS, LESS THAN 5% FINES	SANDS MORE THAN HALF OF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE SIZE
SP	POORLY-GRADED SANDS OR GRAVELLY SANDS, LESS THAN 5% FINES	
SM	SILTY SANDS, SAND-SILT MIXTURES, MORE THAN 12% FINES	
SC	CLAYEY SANDS, SAND-CLAY MIXTURES, MORE THAN 12% FINES	

NOTE: Coarse-grained soils receive dual symbols if they contain 5% to 12% fines (e.g., SW-SM, GP-GC).

**FINE-GRAINED SOILS**  
MORE THAN 50% FINES

GROUP SYMBOLS	DESCRIPTION	MAJOR DIVISIONS
ML	INORGANIC SILTS, VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50
CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS	
OL	ORGANIC SILTS OR ORGANIC SILT-CLAYS OF LOW PLASTICITY	
MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDS OR SILTS, ELASTIC SILTS	SILTS AND CLAYS LIQUID LIMIT MORE THAN 50
CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS	
OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY	
PT	PEAT, MUCK AND OTHER HIGHLY ORGANIC SOILS	HIGHLY ORGANIC SOILS

NOTE: Fine-grained soils may receive dual classification based upon plasticity characteristics.

**SOIL SIZES**

COMPONENT	SIZE RANGE
BOULDERS	Above 12 in.
COBBLES	3 in. - 12 in.
GRAVEL	No. 4 - 3 in.
Coarse	3/4 in. - 3 in.
Fine	No. 4 - 3/4 in.
SAND	No. 200 - No. 4
Coarse	No. 10 - No. 4
Medium	No. 40 - No. 10
Fine	No. 200 - No. 40
*Fines (Silt or Clay)	Below No. 200

NOTE: Only sizes smaller than three inches are used to classify soils

**CONSISTENCY**

CLAYS & SILTS	BLOWS PER FOOT*
VERY SOFT	0 - 2
SOFT	2 - 4
FIRM	4 - 8
STIFF	8 - 16
VERY STIFF	16 - 32
HARD	Over 32

**RELATIVE DENSITY**

SANDS & GRAVELS	BLOWS PER FOOT*
VERY LOOSE	0 - 4
LOOSE	4 - 10
MEDIUM DENSE	10 - 30
DENSE	30 - 50
VERY DENSE	Over 50

\*Number of blows of 140 pound hammer falling 30 inches to drive a 2 inch O.D. (1 3/8 inch ID) split spoon (ASTM D1586).

**PLASTICITY OF FINE GRAINED SOILS**

PLASTICITY INDEX	TERM
0	NON-PLASTIC
1 - 7	LOW
8 - 25	MEDIUM
Over 25	HIGH

**DEFINITION OF WATER CONTENT**

DRY
SLIGHTLY DAMP
DAMP
MOIST
WET
SATURATED

**KINGMAN AIRPORT - LANDSIDE FEATURES**

Method of Classification

**Western Technologies Inc.**

Job No.: 2126JA010

Plate: A-2



The number shown in "BORING NO." refers to the approximate location of the same number indicated on the "Boring Location Diagram" as positioned in the field by pacing from property lines and/or existing features.

"TYPE SIZE BORING" refers to the exploratory equipment used in the boring wherein HSA = hollow stem auger.

"N" in Blows/Foot" refers to the number of blows of a 140-pound weight, dropped 30 inches, required to advance a two-inch-outside-diameter split-barrel sampler a distance of 1 foot, Standard Penetration Test (ASTM D1586). Refusal to penetration is defined as more than 100 blows per foot.

"R" in Blows/Foot" refers to the number of blows of a 140-pound weight, dropped 30 inches, required to advance a 2.42-inch-inside-diameter ring sampler a distance of 1 foot. Refusal to penetration is considered more than 50 blows per foot.

"Sample Type" refers to the form of sample recovery, in which N = Split-barrel sample, R = Ring sample, G = Grab Sample.

"Dry Density, pcf" refers to the laboratory-determined dry density in pounds per cubic foot. The symbol "NR" indicates that no sample was recovered. The symbol "DU" indicates that determination of dry density was not possible.

"Water Content, %" refers to the laboratory-determined moisture content in percent (ASTM D2216).

"Unified Classification" refers to the soil type as defined by "Method of Soil Classification". The soils were classified visually in the field and, where appropriate, classifications were modified by visual examination of samples in the laboratory and/or by appropriate tests.

These notes and boring logs are intended for use in conjunction with the purposes of our services defined in the text. Boring log data should not be construed as part of the construction plans nor as defining construction conditions.

Boring logs depict our interpretations of subsurface conditions at the locations and on the date(s) noted. Variations in subsurface conditions and soil characteristics may occur between borings. Groundwater levels may fluctuate due to seasonal variations and other factors.

The stratification lines shown on the boring logs represent our interpretation of the approximate boundary between soil types based upon visual field classification. The transition between materials is approximate and may be far more or less gradual than indicated.


KINGMAN AIRPORT - LANDSIDE FEATURES	
Boring Log Notes	
Western Technologies Inc.	
Job No.: 2126JA010	Plate: A-3



EXCAVATION DATE: 1-31-06  
 LOCATION: See Location Diagram  
 ELEVATION: Not Determined

**BORING NO. 1**

EQUIPMENT TYPE: CME-75  
 EXCAVATION TYPE: 7"HSA  
 FIELD ENGINEER: E. GUERRERO

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
			G		5	SC		Clayey SAND; with gravel, light brown, slightly damp
								Boring Stopped at 5 Feet

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

- N- STANDARD PENETRATION TEST
- R- RING SAMPLE
- NR- NO SAMPLE RECOVERY
- G- GRAB SAMPLE
- B- BUCKET SAMPLE

NOTES: Groundwater Not Encountered



PROJECT: KINGMAN AIRPORT LANDSIDE FEATURES  
 REF. NO.: 2126JA010

**BORING LOG**


PLATE  
 A-4

EXCAVATION DATE: 1-31-06  
 LOCATION: See Location Diagram  
 ELEVATION: Not Determined

**BORING NO. 2**

EQUIPMENT TYPE: CME-75  
 EXCAVATION TYPE: 7"HSA  
 FIELD ENGINEER: E. GUERRERO

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
			G		5	SC		Clayey SAND; with gravel, light brown, slightly damp
								Boring Stopped at 5 Feet

- N- STANDARD PENETRATION TEST
- R- RING SAMPLE
- NR- NO SAMPLE RECOVERY
- G- GRAB SAMPLE
- B- BUCKET SAMPLE

NOTES: Groundwater Not Encountered



**WESTERN TECHNOLOGIES INC.**

PROJECT: KINGMAN AIRPORT LANDSIDE FEATURES  
 REF. NO.: 2126JA010

**BORING LOG**

PLATE  
**A-5**



EXCAVATION DATE: 1-31-06  
 LOCATION: See Location Diagram  
 ELEVATION: Not Determined

### BORING NO. 3

EQUIPMENT TYPE: CME-75  
 EXCAVATION TYPE: 7"HSA  
 FIELD ENGINEER: E. GUERRERO

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
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THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

						CL		Sandy CLAY; trace gravel, light brown, slightly damp
		G			5			Boring Stopped at 5 Feet

- N- STANDARD PENETRATION TEST
- R- RING SAMPLE
- NR- NO SAMPLE RECOVERY
- G- GRAB SAMPLE
- B- BUCKET SAMPLE

NOTES: Groundwater Not Encountered



WESTERN TECHNOLOGIES INC.

PROJECT: KINGMAN AIRPORT LANDSIDE FEATURES  
 REF. NO.: 2126JA010

PLATE  
 A-6

**BORING LOG**




EXCAVATION DATE: 1-24-06  
 LOCATION: See Location Diagram  
 ELEVATION: Not Determined

**BORING NO. 6**

EQUIPMENT TYPE: CME-75  
 EXCAVATION TYPE: 7"HSA  
 FIELD ENGINEER: E. GUERRERO

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
			G			SC		Clayey SAND; light brown, slightly damp
					5			Boring Stopped at 5 Feet

- N- STANDARD PENETRATION TEST
- R- RING SAMPLE
- NR- NO SAMPLE RECOVERY
- G- GRAB SAMPLE
- B- BUCKET SAMPLE

NOTES: Groundwater Not Encountered



**WESTERN TECHNOLOGIES INC.**

PROJECT: KINGMAN AIRPORT LANDSIDE FEATURES  
 REF. NO.: 2126JA010

**BORING LOG**




PLATE  
**A-9**

EXCAVATION DATE: 1-28-06  
 LOCATION: See Location Diagram  
 ELEVATION: Not Determined

**BORING NO. 7**

EQUIPMENT TYPE: CME-75  
 EXCAVATION TYPE: 7"HSA  
 FIELD ENGINEER: E. GUERRERO

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
						SC-SM		Clayey SAND; with silt, trace gravel, light brown, slightly damp
		G			5			with gravel
								Boring Stopped at 5 Feet

- N- STANDARD PENETRATION TEST
- R- RING SAMPLE
- NR- NO SAMPLE RECOVERY
- G- GRAB SAMPLE
- B- BUCKET SAMPLE

NOTES: Groundwater Not Encountered



**WESTERN TECHNOLOGIES INC.**



PROJECT: KINGMAN AIRPORT LANDSIDE FEATURES  
 REF. NO.: 2126JA010

**BORING LOG**

PLATE  
**A-10**


THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

EXCAVATION DATE: 1-31-06      **BORING NO. 8**      EQUIPMENT TYPE: CME-75  
 LOCATION: See Location Diagram      EXCAVATION TYPE: 7"HSA  
 ELEVATION: Not Determined      FIELD ENGINEER: E. GUERRERO

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
								4 inches Asphalt Concrete on 1 inch Aggregate Base Course
						SC		Clayey SAND; light brown, slightly damp
		G			5			Boring Stopped at 5 Feet

- N- STANDARD PENETRATION TEST
- R- RING SAMPLE
- NR- NO SAMPLE RECOVERY
- G- GRAB SAMPLE
- B- BUCKET SAMPLE

NOTES: Groundwater Not Encountered



**WESTERN TECHNOLOGIES INC.**

PROJECT: KINGMAN AIRPORT LANDSIDE FEATURES  
 REF. NO.: 2126JA010



**BORING LOG**

PLATE  
**A-11**

EXCAVATION DATE: 1-31-06  
 LOCATION: See Location Diagram  
 ELEVATION: Not Determined

**BORING NO. 9**

EQUIPMENT TYPE: CME-75  
 EXCAVATION TYPE: 7"HSA  
 FIELD ENGINEER: E. GUERRERO

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G						*4 inches Asphalt Concrete on 1 inch Aggregate Base Course
						ML-CL		Clayey SILT; trace gravel, light brown, slightly damp
					5			Boring Stopped at 5 Feet

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

- N- STANDARD PENETRATION TEST
- R- RING SAMPLE
- NR- NO SAMPLE RECOVERY
- G- GRAB SAMPLE
- B- BUCKET SAMPLE

NOTES: Groundwater Not Encountered



**WESTERN TECHNOLOGIES INC.**

PROJECT: KINGMAN AIRPORT LANDSIDE FEATURES  
 REF. NO.: 2126JA010

**BORING LOG**



PLATE  
**A-12**

EXCAVATION DATE: 1-31-06  
 LOCATION: See Location Diagram  
 ELEVATION: Not Determined

**BORING NO. 10**

EQUIPMENT TYPE: CME-75  
 EXCAVATION TYPE: 7"HSA  
 FIELD ENGINEER: E. GUERRERO

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
								4 inches Asphalt Concrete on 1 inch Aggregate Base Course
						SC		Clayey SAND; with gravel, light brown, slightly damp
		G			5			Boring Stopped at 5 Feet

- N- STANDARD PENETRATION TEST
- R- RING SAMPLE
- NR- NO SAMPLE RECOVERY
- G- GRAB SAMPLE
- B- BUCKET SAMPLE

NOTES: Groundwater Not Encountered



**WESTERN TECHNOLOGIES INC.**

PROJECT: KINGMAN AIRPORT LANDSIDE FEATURES  
 REF. NO.: 2126JA010



**BORING LOG**

PLATE  
**A-13**

EXCAVATION DATE: 1-31-06  
 LOCATION: See Location Diagram  
 ELEVATION: Not Determined

**BORING NO. 11**

EQUIPMENT TYPE: CME-75  
 EXCAVATION TYPE: 7"HSA  
 FIELD ENGINEER: E. GUERRERO

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
								4 inches Asphalt Concrete on 1 inch Aggregate Base Course
						CL		Sandy CLAY; dark brown, trace gravel, slightly damp
		G			5			Boring Stopped at 5 Feet

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

- N- STANDARD PENETRATION TEST
- R- RING SAMPLE
- NR- NO SAMPLE RECOVERY
- G- GRAB SAMPLE
- B- BUCKET SAMPLE

NOTES: Groundwater Not Encountered



WESTERN TECHNOLOGIES INC.

PROJECT: KINGMAN AIRPORT LANDSIDE FEATURES  
 REF. NO.: 2126JA010



PLATE  
 A-14

**BORING LOG**

EXCAVATION DATE: 1-31-06  
 LOCATION: See Location Diagram  
 ELEVATION: Not Determined

**BORING NO. 12**

EQUIPMENT TYPE: CME-75  
 EXCAVATION TYPE: 7"HSA  
 FIELD ENGINEER: E. GUERRERO

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G			5	SC-SM		Clayey SAND; with silt, trace gravel, light brown, slightly damp  with gravel
Boring Stopped at 5 Feet								

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

- N- STANDARD PENETRATION TEST
- R- RING SAMPLE
- NR- NO SAMPLE RECOVERY
- G- GRAB SAMPLE
- B- BUCKET SAMPLE

NOTES: Groundwater Not Encountered



**WESTERN TECHNOLOGIES INC.**

PROJECT: KINGMAN AIRPORT LANDSIDE FEATURES  
 REF. NO.: 2126JA010

**BORING LOG**

PLATE  
**A-15**

### SOIL PROPERTIES

Boring No.	Depth (ft.)	Soil Class.	Initial Dry Density (pcf)	Initial Water Content (%)	Compression Properties			Expansion Properties		Plasticity	
					Surcharge (ksf)	Total Compression (%)		Surcharge (ksf)	Expansion (%)	Liquid Limit	Plasticity Index
						In-Situ	After Saturation				
B1	3-4	SC	--	4.1							
B2	2-4	SC								22	8
B3	4-5	CL								24	9
B4	2-3	SC	--	2.5							
B5	1-2	SC	--	3.9				0.1	0.0	24	8
B6	2-4	SC	--	3.9							
B7	3-4	SC-SM								22	7
B8	2-3	SC	--	8.6							
B9	1.5-2.5	ML-CL								22	4
B10	3-4	SC	--	9.5							
B11	3.5-4.5	CL								29	15
B12	3-4.5	SC-SM								22	5

Note: Initial Dry Density and Initial Water Content are in-situ values unless otherwise noted.  
 NV = No Value; NP = Non-Plastic

**Remarks**

1. Compacted density (approx. 95% of ASTM D698 max. density at moisture content slightly below optimum).
2. Submerged to approximate saturation.
3. Slight rebound after saturation.
4. Sample disturbance observed.

KINGMAN AIRPORT
Soil
<b>Western</b>
Job No. 2126JA010



## PHYSICAL PROPERTIES

Boring No.	Depth (ft)	Soil Class.	Particle Size Distribution (%) Passing by Weight					Atterberg Limits		Moisture-Density Relationship			R-Value	Remarks
			1 1/4"	#4	#10	#40	#200	LL	PI	Dry Density (pcf)	Optimum Moisture (%)	Method		
B2	2-4	SC	100	92	74	54	37	22	8				36	2
B3	4-5	CL	100	98	89	78	58	24	9	117.7	11.7	A		2,4
B5	1-2	SC	100	83	65	49	32	24	8					2
B6	2-4	SC												
B7	3-4	SC-SM	100	83	65	46	27	22	15	127.0	10.7	B		2,4
B9	1.5-2.5	ML-CL	100	98	92	81	57	22	4	125.3	8.7	A		2,4
B11	3.5-4.5	CL	100	93	83	71	52	29	15				21	2
B12	3-4.5	SC-SM	100	82	64	44	28	22	5	125.5	10.3	B	41	2,4

NOTE: NP - nonplastic

**REMARKS**

**Classification / Particle Size**

- 1. Visual
- 2. Laboratory Tested
- 3. Minus #200 Only

**Moisture-Density Relationship**

- 4. Tested ASTM D698/AASHTO T99
- 5. Tested ASTM D1557/AASHTO T180

<b>KINGMAN AIRPORT LANDSIDE FEATURES</b>	
Physical Properties	
<b>Western Technologies Inc.</b>	
Job No.: 2126JA010	Plate: B-2

