

Jack Miller
Mayor

Eric Granillo
Vice -Mayor

Tom Armstrong
Councilmember

John McCafferty
Councilmember

Annie Perkins
Councilmember

Sherri Phillips
Councilmember

Robert Schacherer
Councilmember



TOWN COUNCIL NOTICE & AGENDA

**REGULAR MEETING
TUESDAY, SEPTEMBER 26, 2023
6:00 P.M.**

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
2. **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
3. **CALL TO THE PUBLIC- Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.**
Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity and disruptive discussions among our audience.
4. **CURRENT EVENT SUMMARIES AND REPORTS**
This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.
 - a. Status reports by Mayor and Council regarding current events.
 - b. Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

5. CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

- a. Consideration and possible action to adopt the Notice of Intention and set a public hearing to consider adding or increasing water and wastewater fees pursuant to A.R.S. § 9-499.15.
- b. Consideration and possible action to approve the December 8, 2020, special meeting minutes.
- c. Consideration and possible action to approve the August 22, 2023, regular meeting minutes.

6. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a. Public hearing, consideration, and possible action to approve Ordinance No. 2023-935 to rezone approximately five acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 2-Acre (SR-2) located at 833 W Road 1 South, Chino Valley, Arizona.

Recommended Action: i) Hold a Public Hearing ii) Approve Ordinance No. 2023-935

- b. Public hearing, consideration, and possible action to rezone approximately 4.52 acres of land from Commercial Light (CL) to Multiple Family Residential (MR) for an existing apartment complex located at 1555 S State Route 89, Chino Valley, Arizona.

Recommended Action: i) Hold a Public Hearing ii) Approve Ordinance No. 2023-936

- c. Public hearing, consideration, and possible action to rezone approximately 14 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1) located approximately 1,000 feet north of the intersection of N Road 1 West and W Road 4 North on the west side.

Recommended Action: i) Hold a Public Hearing ii) Approve Ordinance No. 2023-937

- d. Consideration and possible action to approve a Cooperative Purchasing Agreement with Sunland Asphalt and Construction, LLC., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

Recommended Action: Approve the Cooperative Purchasing Agreement with Sunland Asphalt and Construction, LLC, for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

- e. Consideration and possible action to approve a Cooperative Purchasing Agreement with J. Banicki Construction, Inc., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

Recommended Action: Approve the Cooperative Purchasing Agreement with J. Banicki Construction, Inc., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

- f. Consideration and possible action to approve a Cooperative Purchasing Agreement with Combs Construction Company, Inc., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

Recommended Action: Approve the Cooperative Purchasing Agreement with Combs Construction Company, Inc., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

- g. Consideration and possible action to approve a Cooperative Purchasing Agreement with Fann Contracting, Inc., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

Recommended Action: Approve the Cooperative Purchasing Agreement with Fann Contracting, Inc., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

- h. Consideration and possible action to approve a Cooperative Purchasing Agreement with Cactus Asphalt, a division of Cactus Transport, Inc., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

Recommended Action: Approve the Cooperative Purchasing Agreement with Cactus Asphalt, a division of Cactus Transport, Inc., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

- i. Consideration and possible action to approve a Cooperative Purchasing Agreement with Ridgeline Builders, LLC, for job order contracting townwide construction services for an amount not to exceed \$500,000.

Recommended Action: Approve the Cooperative Purchasing Agreement with Ridgeline Builders, LLC, for job order contracting townwide construction services for an amount not to exceed \$500,000.

- j. Consideration and possible action to approve a Cooperative Purchasing Agreement with Kinney Construction, LLC, for job order contracting townwide construction services for an amount not to exceed \$500,000.

Recommended Action: Approve the Cooperative Purchasing Agreement with Kinney Construction, LLC, for job order contracting townwide construction services for an amount not to exceed \$500,000.

- k. Consideration and possible action to approve a Cooperative Purchasing Agreement with Haley Construction Company for job order contracting townwide construction services for an amount not to exceed \$500,000.

Recommended Action: Approve the Cooperative Purchasing Agreement with Haley Construction Company for job order contracting townwide construction services for an amount not to exceed \$500,000.

- l. Consideration and possible action to approve a Cooperative Purchasing Agreement with Fann Contracting, Inc., for job order contracting townwide construction services for an amount not to exceed \$500,000.

Recommended Action: Approve the Cooperative Purchasing Agreement with Fann Contracting, Inc., for job order contracting townwide construction services for an amount not to exceed \$500,000.

7. ADJOURNMENT

Dated this 19th day of September, 2023.

By: *Erin N. Deskins, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request reasonable accommodation to participate in this meeting.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at <http://www.chinoaz.net/agendacenter>, and in the Town Clerk's Office.

Council meetings are live-streamed on Town of Chino Valley Website and Facebook page.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date: _____ Time: _____ By: _____
Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

5. a.

Meeting Date: 09/26/2023
Contact Person: Joe Duffy, Finance Director
Department: Finance
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt the Notice of Intention and set a public hearing to consider adding or increasing water and wastewater fees pursuant to A.R.S. § 9-499.15.

RECOMMENDED ACTION:

Adopt the Notice of Intention to increase water and wastewater rates and set a public hearing for November 28, 2023, to consider adding or increasing water and wastewater fees.

SITUATION AND ANALYSIS:

Willdan Financial Services has completed a water and wastewater rate study. The results were presented to the Town Council on September 12, 2023. A copy of the report is available on the Town's website and with the Town Clerk's office.

The Town is required to adopt the Notice of Intention and set a public hearing at least sixty days after the adoption of the Notice of Intention. A copy of the Notice of Intention showing the date, time, and place of the hearing shall be published one time in a newspaper of general circulation within the boundaries of the municipality not less than twenty days before the public hearing.

Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code:
Available:
Funding Source:

Attachments

Notice of Intent

**TOWN OF CHINO VALLEY, ARIZONA
PUBLIC NOTICE**

**NOTICE OF INTENT
PURSUANT TO A.R.S. § 9-499.15**

Pursuant to A.R.S § 9-499.15, the Town of Chino Valley hereby gives notice that it may add or increase water and wastewater fees and provides this written notice of the proposed new or increased fees. A schedule of the proposed new or increased water and wastewater fees is attached on the following pages.

Pursuant to A.R.S § 9-499.15, a schedule of the proposed new or increased fees and a written report or data supporting the proposed new or increased fees are posted on the Town's website.

The Chino Valley Town Council will hold a public hearing to consider the proposed new or increased fees at its regularly scheduled meeting on November 28, 2023, at 6:00 p.m. in the Council Chambers, at 202 N. State Route 89, Chino Valley, Arizona 86323.

IF APPROVED BY THE TOWN COUNCIL, THE NEW OR INCREASED WATER AND WASTEWATER FEES WILL BECOME EFFECTIVE THIRTY (30) DAYS AFTER SUCH APPROVAL.

Dated this ____ day of _____, 2023.

TOWN OF CHINO VALLEY

Erin. N. Deskins, Town Clerk

Attachment: Town of Chino Valley Water/Wastewater Rate Schedule

Town of Chino Valley

Water/Wastewater Rate Schedule

	Usage	Current Rates	Proposed 1/1/24	Proposed 1/1/25	Proposed 1/1/26
WATER RATES					
Percentage Increase		3.0%	3.0%	3.0%	3.0%
Base Charge					
Residential and Commercial 3/4" Meter		\$ 6.50	\$ 6.70	\$ 6.90	\$ 7.10
Residential and Commercial 1" Meter		\$ 10.86	\$ 11.19	\$ 11.52	\$ 11.87
Commercial 1 1/2" Meter		\$ 21.67	\$ 22.32	\$ 22.99	\$ 23.68
Commercial 2" Meter		\$ 34.67	\$ 35.71	\$ 36.78	\$ 37.88
Commercial 3" Meter		\$ 65.05	\$ 67.00	\$ 69.01	\$ 71.08
Commercial 4" Meter		\$ 108.53	\$ 111.79	\$ 115.14	\$ 118.59
Volume Charge					
Stand Pipe Base Rate per 1,000 gallons		\$ 6.50	\$ 6.70	\$ 6.90	\$ 7.10
Current Volume Tier					
Number of Gallons Tier 1	0 8000	\$ 5.30	\$ 5.46	\$ 5.62	\$ 5.79
Number of Gallons Tier 2	8001 20000	\$ 6.63	\$ 6.83	\$ 7.03	\$ 7.24
Number of Gallons Tier 3	20001 Above	\$ 9.27	\$ 9.55	\$ 9.83	\$ 10.13
Proposed Volume Tier					
Number of Gallons Tier 1	0 8000	\$ 5.30	\$ 5.46	\$ 5.62	\$ 5.79
Number of Gallons Tier 2	8001 15000	\$ 6.63	\$ 6.83	\$ 7.03	\$ 7.24
Number of Gallons Tier 3	15001 20000	\$ 6.63	\$ 8.54	\$ 8.79	\$ 9.06
Number of Gallons Tier 4	20001 Above	\$ 9.27	\$ 11.10	\$ 11.43	\$ 11.77
Water Resource Fee (Monthly Charge per Account)					
		\$ 2.00	\$ 2.06	\$ 2.12	
Country West per 12/14/2001 agreement					
		\$ 0.84			
12/14/2031					
		\$ 1.01			
WASTEWATER RATES					
Percentage Increase		0.0%	3.0%	3.0%	3.0%
Base Charge - Residential					
Commercial 3/4" Meter		\$ 58.00	\$ 59.74	\$ 61.53	\$ 63.38
Commercial 1" Meter		\$ 58.00	\$ 59.74	\$ 61.53	\$ 63.38
Commercial 1 1/2" Meter		\$ 97.06	\$ 99.97	\$ 102.97	\$ 106.06
Commercial 2" Meter		\$ 192.93	\$ 198.72	\$ 204.68	\$ 210.82
Commercial 3" Meter		\$ 309.16	\$ 318.43	\$ 327.99	\$ 337.83
Commercial 4" Meter		\$ 580.22	\$ 597.63	\$ 615.56	\$ 634.02
		\$ 967.03	\$ 996.04	\$ 1,025.92	\$ 1,056.70
MULTI-FAMILY RESIDENTIAL WASTEWATER RATES*					
Rate Per Fixture Unit (\$Rate/20 Fixture Units)		\$ 2.90	\$ 2.99	\$ 3.08	\$ 3.17
Rate Per EDU (20 Fixture Units)		\$ 58.00	\$ 59.74	\$ 61.53	\$ 63.38

* Multi Family includes apartments, duplexes, mobile home parks, hotels/motels, schools, churches - properties on a master meter.

Town of Chino Valley
Water/Wastewater Rate Schedule

Usage	Current Rates	Proposed 1/1/24	Proposed 1/1/25	Proposed 1/1/26
		3.0%	3.0%	3.0%
WATER BUY IN FEES				
Residential Residential 3/4" & 1" Meter	\$ 4,637.10	\$ 4,776.21	\$ 4,919.50	\$ 5,067.08
Multi-family 3/4" & 1" Meter Per Unit	\$ 4,208.16	\$ 4,334.40	\$ 4,464.44	\$ 4,598.37
Hotels/Motels Per Room	\$ 3,542.74	\$ 3,649.02	\$ 3,758.49	\$ 3,871.25
Commercial 3/4" Meter	\$ 4,637.10	\$ 4,776.21	\$ 4,919.50	\$ 5,067.08
Commercial 1" Meter	\$ 7,732.36	\$ 7,964.33	\$ 8,203.26	\$ 8,449.36
Commercial 1/2" Meter	\$ 15,572.53	\$ 16,039.71	\$ 16,520.90	\$ 17,016.52
Commercial 2" Meter	\$ 24,911.64	\$ 25,658.99	\$ 26,428.76	\$ 27,221.62
Commercial 3" Meter	\$ 46,729.18	\$ 48,131.06	\$ 49,574.99	\$ 51,062.24
Commercial 4" Meter	\$ 77,896.26	\$ 80,233.15	\$ 82,640.14	\$ 85,119.35
Commercial 6" Meter	\$155,744.99	\$160,417.34	\$165,229.86	\$170,186.76
Commercial 8" Meter	\$249,209.15	\$256,685.42	\$264,385.99	\$272,317.57
Commercial 10" Meter	\$358,262.06	\$369,009.92	\$380,080.22	\$391,482.63
Commercial 12" Meter	\$669,756.69	\$689,849.39	\$710,544.87	\$731,861.22
WASTEWATER BUY IN FEES				
Residential	\$ 6,955.64	\$ 7,164.31	\$ 7,379.24	\$ 7,600.62
Commercial and Multi-family Residential				
Based on EDU Calculation	EDU			
# of fixture Units per EDU	20			
Calculated Buy In Fee per FU	\$ 347.78	\$ 358.21	\$ 368.96	\$ 380.03



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting2023

5. b.

Meeting Date: 09/26/2023

Contact Person: Erin Deskins, Town Clerk

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the December 8, 2020, special meeting minutes.

RECOMMENDED ACTION:

Approve the December 8, 2020, special meeting minutes.

Attachments

December 8, 2020, Special Meeting Minutes

DRAFT

MINUTES OF THE SPECIAL MEETING OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

**TUESDAY, DECEMBER 8, 2020
6:00 P.M.**

CHINO VALLEY COUNCIL CHAMBERS 202 N. STATE ROUTE 89, CHINO VALLEY, AZ

Present: Mayor Darryl Croft; Vice-Mayor Jack Miller; Councilmember Mike Best; Councilmember Cloyce Kelly; Councilmember Annie Perkins; Councilmember Corey Mendoza (arrived late); Councilmember Lon Turner (arrived late)

Staff Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Human Resources Director

Present: Laura Kyriakakis; Deputy Town Clerk Traci Lavelle; Town Clerk Erin N. Deskins

1) CALL TO ORDER; ROLL CALL

Mayor Croft called the meeting to order at 5:30 p.m.

- 2)** An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding personnel program.(Cecilia Grittman, Town Manager)
- 3)** Consideration and possible action to approve an early retirement program for employees that meet certain criteria, with an amount not to exceed \$61,000. (Cecilia Grittman, Town Manager)

Recommended Action: Approve the proposed early retirement program for employees that meet certain criteria, with an amount not to exceed \$61,000.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to approve the proposed early retirement for employees that meet certain criteria, with an amount not to exceed \$61,000.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Annie Perkins, Councilmember Lon Turner (arrived late)

NAY: Councilmember Corey Mendoza (arrived late)

6 - 1 PASSED

4) ADJOURNMENT

MOVED by Councilmember Mike Best, seconded by Councilmember Cloyce Kelly to adjourn the Special Meeting at 5:54 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Annie Perkins, Councilmember Corey Mendoza (arrived late), Councilmember Lon Turner (arrived late)

7 - 0 PASSED - Unanimously

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2023.

Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting2023

5. c.

Meeting Date: 09/26/2023

Contact Person: Erin Deskins, Town Clerk

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the August 22, 2023, regular meeting minutes.

RECOMMENDED ACTION:

Approve the August 22, 2023, regular meeting minutes.

Attachments

August 22, 2023 Regular Meeting Minutes

DRAFT

MINUTES OF THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

**TUESDAY, AUGUST 22, 2023
6:00 P.M.**

CHINO VALLEY COUNCIL CHAMBERS 202 N. STATE ROUTE 89, CHINO VALLEY, AZ

Present: Mayor Jack Miller; Vice-Mayor Eric Granillo; Councilmember Annie Perkins; Councilmember Tom Armstrong; Councilmember John McCafferty; Councilmember Sherri Phillips; Councilmember Robert Schacherer

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Assistant to the Town Manager Terri Denemy; Human Resources Director Laura Kyriakakis; Officer Todd Hyslip (Sgt at Arms); Lieutenant Randy Chapman; Deputy Police Chief Josh McIntire; Police Chief Chuck Wynn; Public Works Director/Town Engineer Frank Marbury; Senior Planner Jessica Barragan; Assistant Development Services Director Will Dingee; Development Services Director Laurie Lineberry; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

1) CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Miller called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a)** Presentation of certificates of appreciation to members of the General Plan Steering Committee.

Laurie Lineberry, Development Services Director, presented the following:

- Presented certificates of appreciation to members of the 2040 General Plan Steering Committee.

- b)** Presentation and update from Thomas Stultz, Yavapai Regional Transit Manager.

Thomas Stultz, Yavapai Regional Transit (YRT) Manager, presented the following:

- Introduced Vincent Gallegos and Michael Lamar who were members of Central Yavapai Metropolitan Planning Organization (CYMPO) which had worked with YRT throughout the years.

Vincent Gallegos, Executive Director of CYMPO, presented the following:

- Discussed CYMPO's priorities for the year and working with the State legislature to bring in \$13 million to improve Highway 89. Mr. Gallegos thanked Supervisor Brown and Councilmember Armstrong for working with Senator Bennet, and Representatives Nguyen and Bliss.
- A major part of CYMPO had been all modes of transportation, including public transit.
- YRT had been around for a decade or more with ridership of around 15,000 in Chino Valley. The area had 30,000 riders between YRT and Prescott Valley's YavaLine.
- Introduced Michael Lamar.

Michael Lamar, Regional Development Manager, presented the following:

- He was there to assist the Executive Board and YRT to help make the case for a regional transit system that would work in conjunction with CYMPO and YavaLine.
- CYMPO hoped to facilitate dialogue between communities to make a regional transit concept work for all of Central Yavapai County.

Thomas Stultz, YRT Manager, presented the following:

- YRT was a 501(c)(3) and was governed by the American Disabilities Act and funded by the Federal Transit Administration and the recipient of a 5311 World Transportation Grant which required them to provide services in a rural area which was defined by a population of less than 50,000.
- 73% of the rides provided began or ended in Chino Valley, although they also serviced Prescott (five days per week) and Prescott Valley (one day per week).
- YRT was 10 years old and the only public transit serving the tri-city area.
- YRT was fully staffed with nine drivers, an Operations Manager and Mr. Stultz. YRT also had a 5-member Board of Directors.
- The company's number of riders was increasing every year. They served seniors, the disabled, and low-income riders, taking them to medical appointments, stores, social activities, the courthouse, workplaces, veterans administration, etc.
- YRT made 11 trips per day and had set routes, but deviations were possible with 24-hour notice within a half mile of one of the stops.
- The Paulden Plunge had record participation this year with 411 rides over a seven week period.
- Mr. Stultz provided maps and schedules to the Council.
- Rides were free until October 1, 2023 as they received additional financing from the CARES act. Veterans would always ride free.
- YRT was on target to have 15,500 riders this year, up from 14,608 riders last year.
- The company's overhead consisted of staff salaries, administrative costs, insurance costs, bus maintenance, and cost of gas.

- c) Announcement of promotion of Josh McIntire from Lieutenant to Deputy Chief with the Chino Valley Police Department.

Chuck Wynn, Police Chief, presented the following:

- The Police Department had completed their testing and promotional process for Deputy Chief and were announcing that Josh McIntire was being promoted.

Josh McIntire, Deputy Police Chief, presented the following:

- He was honored and humbled to be selected and was excited to have the opportunity to continue working with the officers and staff to provide great service to the community. He thanked everyone for the support he had received over the years.

3) CALL TO THE PUBLIC- Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity and disruptive discussions among our audience.

4) CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a) Status reports by Mayor and Council regarding current events.
- b) Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

Cindy Blackmore, Town Manager, presented the following:

- Territorial Days was coming up from September 1st through September 3rd.
- Thanked the staff that had been working so hard on the event to be Chino Valley's signature event.
- Thanked partners for helping with the event including the 9/11 Foundation, Lions and Lionesses, Women's Community Network, and others.
- Events would start on Friday with the chili cook-off and live music. Saturday would include a pancake breakfast, a 10k and 2-mile walk/run, vendors and music, a parade, and a corn dinner. Sunday would close the event with a car show, free swim at the pool, and fireworks at 7:30 p.m.

5) **CONSENT AGENDA**

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

Councilmember Schacherer requested to have item 5(a) pulled from the Consent Agenda.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Tom Armstrong to approve Consent Agenda items b, c, d, and e.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

- a) Consideration and possible action to award a Professional Services Agreement to Civiltec Engineering, Inc., for the design of the North Road 1 East Improvements project between Juniper Dr and Perkinsville Rd in the amount of \$58,832.00.

Council and Frank Marbury, Town Engineer, discussed the following:

- One member inquired why the Town was giving Civiltec another \$58,000 for a survey when Council had just approved a contract for \$499,000 for capital improvement.
 - Mr. Marbury stated the \$499,000 was for the Integrated Water Master Plan which was a yearlong process. The contract being presented was for the engineering and design for Road 1 East improvements scheduled for next year. They were separate contracts although both were categorized under capital improvements. The Town had lots of capital improvement projects going on.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Tom Armstrong to approve Consent Agenda item a.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

- b) Consideration and possible action to award a contract to Traffic Safety, Inc. for the Roadway Pavement Marking Project in the amount of \$76,989.80.
- c) Consideration and possible action to approve the June 12, 2023, study session minutes.
- d) Consideration and possible action to approve the June 27, 2023, regular and special meeting minutes.

- e) Consideration and possible action to approve the July 11, 2023, regular meeting minutes.

6) **ACTION ITEMS**

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a) Consideration and possible action to approve the Intergovernmental Service Agreement with the Chino Valley Unified School District for a School Resource Officer.

Recommended Action: Approve the Intergovernmental Service Agreement with the Chino Valley Unified School District for a School Resource Officer.

Josh McIntire, Deputy Police Chief, and Randy Chapman, Lieutenant, presented the following:

- The school district had obtained a grant for two School Resource Officers (SRO).
- The school district would be paying the salary of the officers while working at the school.
- The grant would cover two police officers from just before the start of the school year through the end of the school year. The Town would be responsible for about 230 hours in the summer.
- One officer would be a reserve officer, the other a full-time officer.

Cindy Daniels, Assistant Superintendent, presented the following:

- The district wrote the SRO grant which was expanded under Governor Ducey. It included opportunities for districts to apply for additional resource officers.
- In the past, the Chino Valley Police Department (CVPD) had provided an officer to the district who was housed at Heritage middle school but was on call for all Chino Valley schools.
- The high school had a retired officer as safety personnel on staff.
- Incidences across the US had increased over the last few decades and the district was moving forward with comprehensive safety plans for all campuses, including additional fencing, single point of entry, training for school staff, etc.
- The district first applied for grants to provide school counselors in two of the schools to help students and prevent criminal activity on campuses. It had been a successful program, but they wanted to do more to provide a greater sense of security for parents and students.
- The grant was written as a three-year award which could be renewed for an additional three years provided all conditions were met.

Council, Staff, and Ms. Daniels discussed the following:

- Council inquired if the contract was similar to prior arrangements.
 - Chief Wynn stated that it was and the Department had applied for such grants numerous times and did not received them. Ms. Daniels was a much better grant writer.
 - Ms. Daniels stated that the difference was this was state money from an appropriation fund that Governor Ducey established, not federal money. The

schools had received good commitment from Governor Hobbs that this would continue.

- Council inquired if the agreement provided flexibility should the department need an additional officer for other duties.
 - Officer Torres could come off campus if needed. The officer from the high school would be the last resort.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Annie Perkins to approve the Intergovernmental Service Agreement with the Chino Valley Unified School District for a School Resource Officer.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

- b) Consideration and possible action to approve the Cooperative Purchasing Agreement with Modular Solutions, Ltd., to purchase a modular office building for the Public Works Streets Division for an amount not to exceed \$314,495.55.

Recommended Action: Approve the Cooperative Purchasing Agreement with Modular Solutions, Ltd for an amount not to exceed \$314,495.55.

Frank Marbury, Town Engineer, presented the following:

- The streets department had needed to be out of the equestrian building two years ago.
- Staff had been struggling because of the price. It was very expensive, but it was the best solution to go on Cooperative Purchasing Agreement with a state bid.
- Staff had stated in previous meetings that it might not be two units wide, but the building measured 24x50 with two restrooms and office space.

Council and staff discussed the following:

- Council inquired about furniture.
 - Staff stated that the item had been budgeted for \$400,000. The extra would be used for site prep, connecting utilities, and furnishings. They would work on possibly hooking up to existing septic and power hookups.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Tom Armstrong to approve the Cooperative Purchasing Agreement with Modular Solutions, Ltd for an amount not to exceed \$314,495.55.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

- c) Public hearing, consideration, and possible action to approve a conditional use permit for Stor-It Arizona, LLC, for a mini-storage with a commercial retail component on a parcel zoned commercial light, located approximately a quarter mile north of the northeast corner of State Route 89 and Road 2 North, Chino Valley, Arizona (306-20-035A).

Recommended Action: i) Hold a Public Hearing ii) Approve CUP-2023-03

Will Dingee, Assistant Development Services Director, presented the following:

- This item went to the Planning & Zoning Commission (P&Z) earlier in the month and received a recommendation of approval.
- The applicant was in attendance.
- The property was located on the east side of Highway 89, north of Road 2 North, west of the Primrose and existing Stor-It facility, and to the south was Chino Rentals.
- This would be new construction and different than what they currently had to the west.
- The property was zoned Commercial Light (CL) and was in the CL zoning district. With a Conditional Use Permit (CUP) they could operate a mini-storage business.
- In the proposed 2040 General Plan the property was in the potential community core. The cores required special things like mixed use or unique architectural styles. To adhere to those standards, the applicant proposed constructing a mini-storage facility in two phases.
 - Phase one would begin on the west side as a commercial flex office space and would be space for other businesses. There would be four units at 500 square feet per unit. Stor-It's offices would be located east of those offices at 900 square feet with 63,000 square feet of storage units beginning beyond that office.
 - Phase 2 would conclude on the eastside with another 52,000 square feet of storage. The development would be completely landscaped around the perimeter of the property which exceeds current requirements. There would also be a concrete masonry wall for security and screening purposes.
 - The General Plan called for unique architectural styles, and this development would be true brick and mortar with different roof pitches similar to the modern style of the police station.
- Staff found that the item complied with the 2014 General Plan.

Council and Staff discussed the following:

- Council inquired as to the demand for additional mini-storage.
 - Staff stated that the Town had not done a study, but several entities had requested records for unit demand, how many projects were in progress, how many proposals they had received, etc. Often, after those companies did their studies, the staff would see an application from them in the next month or two. However, staff suspected that the Town would hit a terminal point shortly as one was currently under construction and there were a couple more in development.
- Council inquired if P&Z had discussed those issues.
 - Staff stated that they had discussed it, but not with hard numbers.
- Council inquired if there had been any neighbor comments or citizen concerns.
 - Staff stated that one letter had been submitted but the writer was mistaken about the location.
- Council inquired about a parking lot for the flex office space.
 - Staff stated that it was small and would require a back out and three-point turn in, but was adequate for low use.
- Council mentioned that the storage facility in front of Olsen's was given five years to

complete and asked if that was also the case with this project.

- Staff stated there was no time limit on the project or the CUP, but Council could add it if they chose. The commercial component for the project in front of Olsen's was in the second phase, not the first phase, which was why the time limit was added. This project had the retail office piece in the first phase.
- Council stated that this time limit would be regarding getting the project started as there were a lot of projects approved in the early 2000's that still hadn't begun.

Madison Leake, Stor-It representative, and Council discussed the following:

- Ms. Leake asked the Council to consider the 5-year stipulation only being tied to Phase 1 as Phase 2 would only be developed according to market demand. The office/flexspace would be developed within five years.
- Council asked about the plans for Phase 2.
 - Ms. Leake stated that the current location across the street from the proposed project was almost always at 100% occupancy. While there was not a current timeline for Phase 2, they did anticipate the need to develop.

Mayor Miller opened the Public Hearing.

Tim Davis presented the following:

- He was simply seeking clarification on the location of the project.

Robert Switzer presented the following:

- He felt there should be a stipulation ahead of time of what would be done with the land should they find no need to develop Phase 2?

Mayor Miller closed the Public Hearing.

Staff and Council discussed the following:

- Staff stated that should the developer not develop Phase 2, they would still have the Commercial Light zoning as the property currently stood and could do anything that was allowed within that right, including restaurants, offices, etc. The developer would still have to come through the Town processes should their plans change. Granting of the CUP did not require the landowner to develop the property as a mini-storage.
 - Andrew McGuire, Town Attorney, stated that the underlying zoning wouldn't change, rather a CUP added an additional use. The landowner could still build under any of the underlying zoning uses by getting a site plan review and building permit. The landowner could build under the CUP unless it was revoked, or they could build under the underlying zoning.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to approve Conditional Use Permit 2023-03 for Stor-It Arizona with the conditions in Attachment A.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips

NAY: Councilmember Robert Schacherer

6 - 1 PASSED

- d) Public hearing, consideration, and possible action to approve Ordinance No. 2023-933 to rezone approximately 21 acres of real property located at the southeast corner of N Road 1 East and Red Cinder Road (APN 306-18-009Q and APN 306-18-009R) from Agricultural Residential 5-Acre Minimum to Single Family Residential 1-Acre Minimum.

Recommended Action: i) Hold a Public Hearing ii) Approve Ordinance No. 2023-933

Will Dingee, Assistant Development Services Director, presented the following:

- This item was a continuation that had gone before Council previously.
- The request was a rezone from Agricultural Residential 5 acre minimum (AR5) to Single Family Residential 1-acre minimum (SR1) to develop a subdivision up to 18 lots on 21 acres and was located southeast of Red Cinder and North Road 1 East. The surrounding area included AR5, CL, and Single Family Residential 0.16.
- Staff supported the rezone to SR1 as did the P&Z Commission with the conditions of approval. The 2014 and 2040 General Plans designated the area for one-acre parcels.

Mark Holmes, Town Water Consultant, presented the following:

- Staff met with the applicant for Red Cinder Estates where they discussed several items including:
 - Connecting to Town water/sewer
 - Adjustments to the developer's assured water supply
 - What the Town would require for off-site improvements and contributions
 - Ingress and egress
- Mr. Holmes reviewed the water and sewer codes that currently exist, including 51.075(E), 51.075(F), 51.155(A)(1), 51.155(B)(2)
- Reviewed the location of the project in relation to neighboring projects and the location of current Town utilities. The closest water line was north of Perkinsville Road on Road 1 East. The Town would be responsible for the off-site extension of the water line totaling 330 feet. The applicant would be responsible for all water line extensions along the perimeter of the property and within the internal road structure totaling 3,680 feet.

The meeting recessed at 6:57 p.m.

The meeting resumed at 6:59 p.m.

Mark Holmes continued:

- The closest sewer line was on Perkinsville Road and Road 1 East. The Town would be responsible for the off-site extension of 1,020 feet to get it within 300 feet of the subdivision. The applicant would be responsible for 3,683 feet of sewer line extension. The property was on the sewer basin boundary requiring a lift to force main sewage back to Perkinsville.
- Utilizing existing sewer lines at the Perkinsville 44 would require a very expensive sewer engineering study to see if the current system could handle the volume from all the proposed and possible future properties (which would be developer cost according to Town code), no one knew the timing of continuing development on the Perkinsville 44, and the Town would have to purchase property or obtain a public utility easement.
- Staff felt it was not a good idea to pursue the concept at the present time.
- Mr. Holmes moved on to discuss the cost assessment.
 - The Town would have to spend more than \$500,000 to extend water and sewer,

- but did not include the engineering, which would be 15-20% of the design.
- The concept would also require a traditional water supply certificate, which would require the developer to buy 5,000 acre feet from the Town, which would be a total of \$1.25 million.
- The applicant's cost for water and sewer extensions would be \$2.5 million and \$250,000 for the lift station.
- The per lot cost would be more than \$222,000. The cost per lot with well and septic would be \$23,000 per lot.
- The benefits included generating 1.8 acre feet per year, or \$45,000 when monetizing the water value, buy-ins would generate \$208,000, and the Town would receive a little less than \$20,000 per year, which would go towards enterprise funds for operation and maintenance of the system.
- The developer would have to build 175 lots to make the project financially feasible.
- The cost vs. benefit for water and sewer extension for this development size was financially unfeasible.
- Staff and the applicant also discussed ingress and egress and the applicant would coordinate with Town staff on the desired ingress and egress as part of the plating phase.

Staff and Council discussed the following:

- Council inquired about extending just the sewer lines and not the water lines.
 - Staff stated it would likely be \$400,000 along with the cost of extending the sewer line 1,020 feet, not including engineering costs.
 - Council felt that there was a common trend that there was some reason or excuse for developments not to connect to sewer and something needed to be done about it.
 - Cindy Blackmore, Town Manager, stated that options would be brought to Council at the next Study Session to deal with the issue.
- Council inquired about working with the developer of the Perkinsville 44 subdivision to see what the Town could do to assist with putting in a larger line to accommodate the surrounding homes.
 - Staff stated Town Code 51.058 stated that when considering mains for the purpose of extension, the Town shall consider a main to be within a town road along the boundary of a subdivision. Therefore, staff did not consider going through private property.
- Council expressed concerns about Road 3 North, including a blind turn, and Road 3 North being too narrow and not wide enough for two cars, especially when people parked on the roadside. Road 4 North was in bad shape and the two roads were the natural flow for traffic leaving that neighborhood.
 - Staff stated that they could use the traffic impact analysis to look at the impact of Road 3 North and see what kind of additional traffic it would see.
- Council stated the single point of entry and exit presented safety issues in the event of an emergency. They were also concerned about one going right into a neighboring driveway.
- Council inquired about a package plant.
 - Staff stated it was feasible, but the question was who would operate it. If it was run as an HOA, and the HOA went under, the Town would have to run it. It would be a temporary solution until the master plan was developed and the infrastructure was placed there.
- While the plans were conceptual and not finalized, Council stated that it was important to find any issues and place stipulations on the project now while they had the ability to make such decisions.
 - Andrew McGuire, Town Attorney, stated that any off-site stipulations the Council

wanted to require, such as road improvements or entrance restrictions, needed to be stipulated in the Ordinance that would be adopted.

Jim Holt, project representative, presented the following:

- There was an issue with the Ordinance. Sections two and three referred to the project as a 16-17 1-acre lot subdivision, it needed to read up to 18 1-acre lots.

Allen Nell, property owner, presented the following:

- He felt there was too much attention on the old plan. He wanted the Council to view the revised plan that had been submitted based on the concerns of the Council and Commission. He presented a new sketch showing a different configuration, wherein they had moved away from cul-de-sacs and redesigned it with one road that would allow continued flow through the development.
- He also noted the changes that would need to be made to the Ordinance.
- If Council wished to place a time limit on the project, he requested that they make it ten years to allow for the economic conditions they anticipated were coming.

Council, property owner, and staff discussed the following:

- Other possible configurations to avoid roads exiting into neighboring driveways.
- Council inquired about extending Road 3 North.
 - Staff stated that it was a possibility they could look at, but the right-of-way was not there. Staff would have to verify the ability to get additional right-of-way on Road 3 North in order to make improvements and extend the road.
- Council inquired if there had been any discussion regarding improving Road 3 North between Road 1 East and Highway 89 with the increased traffic.
 - Staff stated that it would be a question about the proportion of new traffic and what the road experienced currently.
- Council mentioned that all the other roads off Red Cinder Road had to come out to Road 1 East as there was no other way out.
 - Staff stated that wouldn't change as the other end of Red Cinder would have to enter a wash.

Mayor Miller opened the Public Hearing.

Erin Deskins, Town Clerk, indicated that there were no requests to speak on this item.

Mayor Miller closed the Public Hearing.

Council discussed what steps to take next, whether it be a motion, table the item and have a study session on the cost of water and sewer and road concerns, or to continue discussing now.

- Andrew McGuire, Town Attorney, stated that Council could continue the matter to a specific date, continue the item indefinitely. Significant changes would have to be sent back to P&Z. The Public Hearing was the time for Council to discuss issues and make decisions on what should be changed.

Council and staff discussed the following:

- Council inquired if the road situation could be better with fewer lots or if there was any design or configuration that would work to meet all the traffic concerns.
 - Staff stated there wasn't.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Tom Armstrong to deny Ordinance 2023-933.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: Councilmember John McCafferty

6 - 1 PASSED

- e) Public hearing, consideration, and possible action to approve Ordinance No. 2023-934 to rezone approximately 1.5 acres of real property located at 443 West Palomino Road (APN 306-06-035A and APN 306-06-036) from Commercial Light to Multiple Family Residential.

Recommended Action: i) Hold a Public Hearing ii) Approve Ordinance No. 2023-934

Will Dingee, Assistant Development Services Director, presented the following:

- This item was regarding a requested rezone for the Palomino Apartments.
- The item received a recommendation of approval from P&Z.
- The applicant was present.
- The lot was 1.5 acres and contained two properties located at the southeast intersection of Horizon and Palomino. The property was vacant and had a primary and secondary address of 443 Palomino Road, and 339 Palomino Road.
- The request was to move from CL to Multi-family Residential (MFR). There was no MFR, however, seven properties were utilized as multi-family, including duplexes, triplexes, and apartments. While the zoning did not reflect multi-family, staff supported the rezone because it fit the character of the surrounding area.
- The 2014 General Plan Land Use Map called for the area to be commercial/multi-family, and the 2040 General Plan also promoted multi-family in the area which was designated as horizontal multi-use (HMU).
- The 2040 General Plan stated that 25% of the land mass in the HMU could be residential. The question came up during the P&Z meeting about how much residential was currently in the HMU. The HMU could support 1,500 units. 800 were currently entitled, and only 250 units were built.
- The conceptual plan included two two-story buildings, one with eight units, one with six, with well and septic. The closest water and septic lines were located on the East side of the Highway at Perkinsville and North 1 East.
- P&Z forwarded a recommendation of approval.

Council and staff discussed the following:

- One councilmember felt there was too much talk of the 2040 General Plan when it was not an approved document.
- Council inquired if the facility would be required to hook into water and sewer when it came into the area.
 - Staff stated that was correct and it would have to happen within 120 days of the main being constructed and approved.
- Council inquired if the property owner would be required to “stub-out.”
 - Staff stated they were not as that connection was not in the capital improvement plan and would likely be 10 years or longer.
- Council inquired about the well.

- Staff stated the property would be served by one well which should pump approximately 35 gallons per minute.
- Council also inquired about the septic.
 - Staff stated the septic area was contained within the two subject parcels.

Mayor Miller opened the Public Hearing.

Scott and Sharon Nance submitted a letter which Erin Deskins, Town Clerk, read for the Council.

Virginia Foster presented the following:

- 15 years ago, the Manneken apartments were built without any zoning notice to the public. The duplexes were built over 15 years ago with no zoning or notice to the neighborhood. The neighborhood was full and she had dire concerns about more growth being that close to the Manneken apartments as their septic overflowed and came very close to her property line. The other end of the street had the library, senior center, and so many other town activities which made the streets busy all the time, including the transit company, garbage trucks, food delivery trucks, etc. The apartments would only add more traffic and people already drove too fast down those roads. The condition of the roads was also a concern. If the Council approved the item she requested that they put speed bumps on the private roads.

Mayor Miller closed the Public Hearing.

Council discussed the following:

- One councilmember acknowledged what had been said and agreed that speed bumps might work for the road issue but stated that there wasn't a better place to put apartments, negating the water issue.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to approve Ordinance 2023-934.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips

NAY: Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember Robert Schacherer

4 - 3 PASSED

7) **ADJOURNMENT**

MOVED by Councilmember Sherri Phillips, seconded by Vice-Mayor Eric Granillo to adjourn the meeting at 8:06 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2023.

Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

6. a.

Meeting Date: 09/26/2023
Contact Person: Will Dingee, Assistant Development Services Director
Department: Development Services
Estimated length of staff presentation: 5 minutes
Physical location of item: 833 W Road 1 South

AGENDA ITEM TITLE:

Public hearing, consideration, and possible action to approve Ordinance No. 2023-935 to rezone approximately five acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 2-Acre (SR-2) located at 833 W Road 1 South, Chino Valley, Arizona.

RECOMMENDED ACTION:

- i) Hold a Public Hearing
- ii) Approve Ordinance No. 2023-935

SITUATION AND ANALYSIS:

See attached.

Fiscal Impact

Fiscal Impact?: N/A
If Yes, Budget Code:
Available:
Funding Source:

Attachments

ZC-2023-05 Staff Report
 ORD - 2023-935



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #	3797	☒ Ordinance
MEETING DATE:	September 26, 2023	☐ Resolution
CONTACT PERSON:	Will Dingee, Assistant Director - Development Services	☒ Public Hearing
		☐ Contract/IGA/PSA

Case/Project Description:

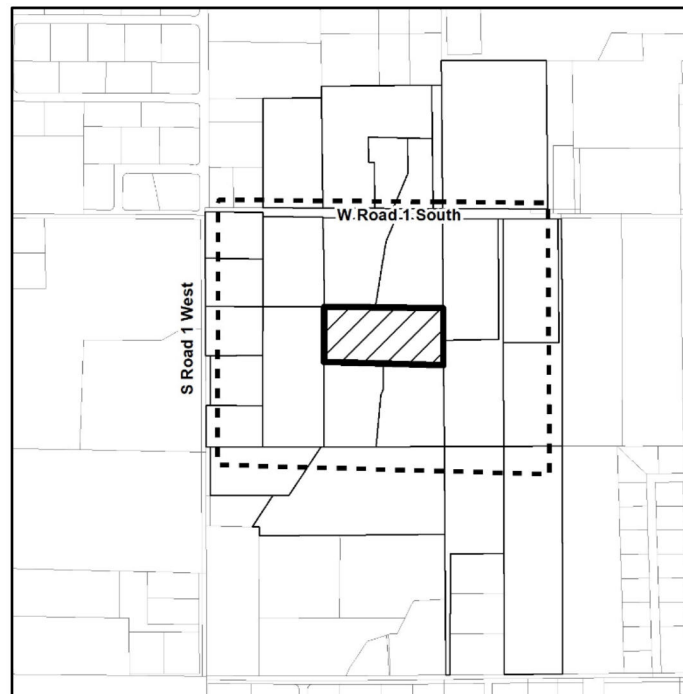
This is a request by Julie Tarpley to rezone approximately five acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 2-Acre (SR-2). The property is located at 833 W. Road 1 South, Chino Valley, Arizona.

Planning and Zoning Recommended Action

The Planning Commission forwarded a recommendation of approval with a 7-0 Vote

See Attachment 1 for the Conditions of Approval

Location Map:



Location Data:

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Agricultural Residential 5-acre (AR-5)	Single Family Residential	Medium Density Residential (2-acres or less)
North	Single Family Residential 1-acre (SR-1)	Single Family Residential	Medium Density Residential (2-acres or less)
South	Agricultural Residential 5-acre (AR-5)	Single Family Residential	Medium Density Residential (2-acres or less)
East	Agricultural Residential 5-acre (AR-5)	Single Family Residential	Medium Density Residential (2-acres or less)
West	Single Family Residential 2-acre (SR-2)	Single Family Residential	Medium Density Residential (2-acres or less)

Neighborhood Meeting:

A Neighborhood Meeting was held on July 27, 2023 at Town Hall. No community members attended.

Additional Public Comment:

See Attachment 2 for a detailed dialog from the P&Z Meeting.

FISCAL IMPACT?

N/A

Attachments

Attachment 1 – Conditions

Attachment 2 – P&Z Minutes

Attachment 3 – P&Z Staff Report

Attachment 1
Conditions of Approval
ZC-2023-05
Town Council
September 26, 2023

Development Services Comments: Laurie Lineberry, Director, 928-636-3471

1. The conditions listed below are in addition to Town codes, rules, fees, and regulations that are applicable to this action.
2. The Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the rezone being heard by the Town Council.

Will Dingee, Assistant Director, 928-636-3472

3. Any Land Division or Lot Combo will need to come through the Town's review process.

Attachment 2
Minutes - P&Z September 5, 2023
ZC-2023-05
Town Council
September 26, 2023

PUBLIC HEARING #D.2 – ZC-2023-05 – *This is a request by Julie Tarpley to rezone approximately 5 acres of land from Agricultural Residential 5-Acres (AR-5) to Single Family Residential 2-Acre (SR-2). The property is located at 833 W Road 1 South, Chino Valley, Arizona.*

Chair Merritt asked if anyone on the commission had a disclosure to declare regarding this project. There were none.

Dingee presented the staff report and stated that no public comments were received regarding this case. The Commission had no questions for staff or the applicant.

Chair Merritt opened the public hearing and asked if anyone present wished to speak on the proposal. No one came forward. **Merritt** closed the public hearing.

Meadors asked about access to the property. **Dingee** shared an aerial photo and identified existing access points.

Motion was made by Switzer, seconded by Meadors to approve ZC-2023-05, as presented, subject to the staff report and information provided during the hearing, and the Conditions of Approval in Attachment A. A roll-call vote was taken and the motion passed with a 7-0 vote.

Attachment 3
Staff Report – P&Z September 6, 2023
ZC-2023-05
Town Council
September 26, 2023



TOWN OF CHINO VALLEY
Planning Commission Staff Report
August 15, 2023
File Number ZC-2023-05
Tarpley Rezone

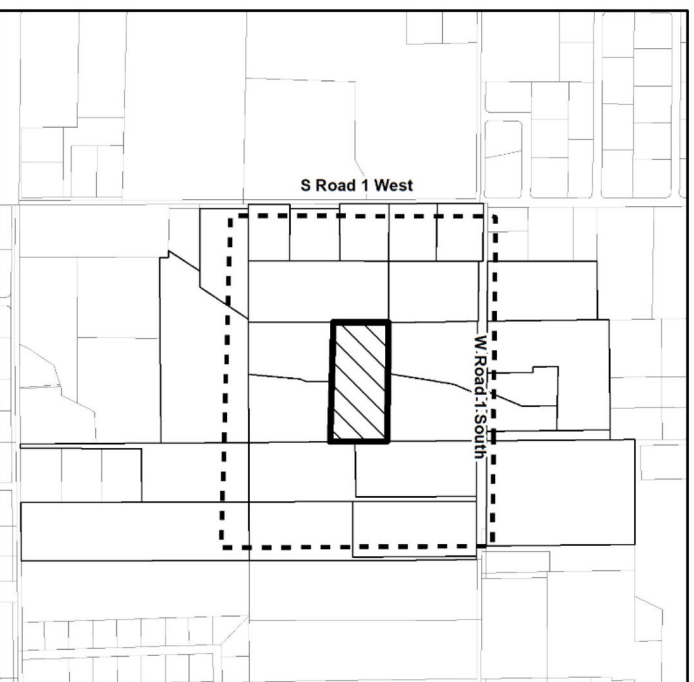
PROJECT DESCRIPTION

This is a request by Julie Tarpley to rezone approximately five acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 2-Acre (SR-2). The property is located at 833 W. Road 1 South, Chino Valley, Arizona.

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Agricultural Residential 5-acre (AR-5)	Single Family Residential	Medium Density Residential (2-acres or less)
North	Single Family Residential 1-acre (SR-1)	Single Family Residential	Medium Density Residential (2-acres or less)
South	Agricultural Residential 5-acre (AR-5)	Single Family Residential	Medium Density Residential (2-acres or less)
East	Agricultural Residential 5-acre (AR-5)	Single Family Residential	Medium Density Residential (2-acres or less)
West	Single Family Residential 2-acre (SR-2)	Single Family Residential	Medium Density Residential (2-acres or less)

LOCATION MAP



PRIOR SITE ACTIONS:**Building Permits****STAFF RECOMMENDATION:**

Staff recommends that the Planning and Zoning Commission forward to the Town Council a recommendation of **APPROVAL** for the Tarpley Rezone with Conditions of Approval found in Attachment A.

SUGGESTED MOTION:

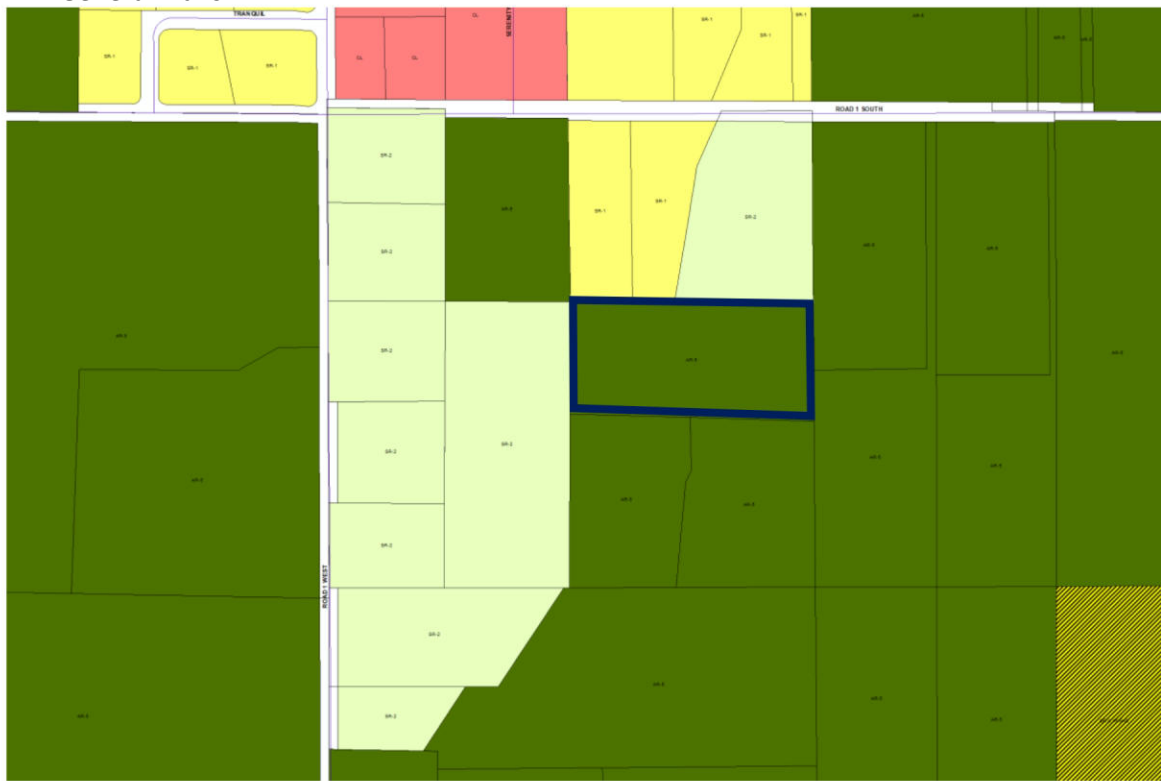
Move to **APPROVE** Zone Change ZC-2023-05 as presented, subject to the staff report and information provided during this hearing, and the Conditions of Approval in Attachment A

EFFECT OF THE APPROVAL:

By approving this Zone Change, the Planning and Zoning Commission is recommending approval to Town Council for the Tarpley Rezone, 833 W. Road 2 South, subject to the staff report and information provided during this hearing, and affirmatively finds that the request is in conformance with the General Plan.

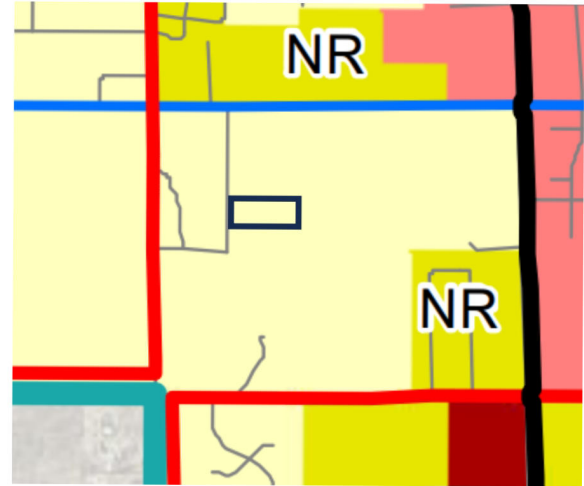
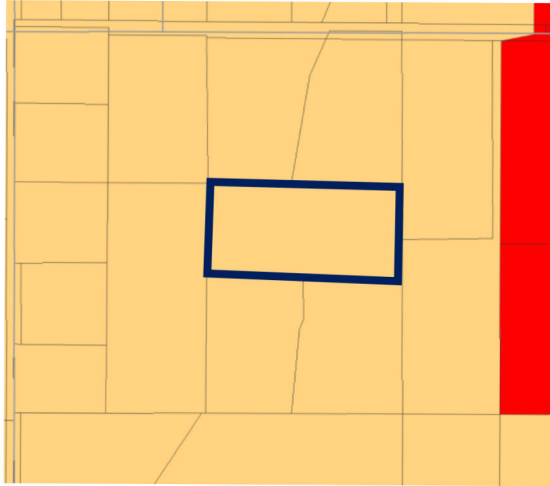
Staff Analysis:

The applicant is applying to rezone approximately five acres of land from AR-5 to SR-2 with the intention of dividing the parcel into two lots and selling the second lot to the neighbor to the northeast (306-29-054J). Staff is in support of the requested zone change as the requested zoning district fits the surrounding areas zoning and conforms to both the 2014 and 2040 General Plans



General Plan

The 2014 General Plan (left) designates the subject property, and the surrounding area, as Medium Density two-acres or less. The 2040 General Plan (right) designates this area as Rural Residential, one dwelling unit per acre minimum.



PUBLIC COMMENTS RECEIVED: NO PUBLIC COMMENTS RECEIVED

EXTERNAL AGENCY COMMENTS: NO EXTERNAL AGENCY COMMENTS RECEIVED

NEIGHBORHOOD MEETING COMMENTS: HELD AT TOWN HALL 7/27/2023. NO NEIGHBORS ATTENDED.

PROPOSED CONDITIONS DELIVERED 8/22/2023
TO APPLICANT ON:

☒	Applicant agreed with all of the conditions of approval on 8/22/2023
☐	Applicant did not agree with the following conditions of approval: (list #'s)
☐	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

ATTACHMENTS:

A	B	C
Conditions of Approval	Neighborhood Meeting	Staff Research

PREPARED BY:



WILL DINGEE – ASSISTANT DIRECTOR

WDINGEE@CHINOAZ.NET

928 636-3472

DATE:

AUGUST 22, 2023

APPROVED BY:



LAURIE LINEBERRY, AICP

DEVELOPMENT SERVICES DIRECTOR

AUGUST 22, 2023

ATTACHMENT A
CONDITIONS OF APPROVAL

The following conditions have been found to have a reasonable nexus and are roughly proportionate to the impact of the proposed rezone for the site:

Development Services Comments: Laurie Lineberry, Director, 928-636-3471

1. The conditions listed below are in addition to Town codes, rules, fees, and regulations that are applicable to this action.
2. The Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the rezone being heard by the Town Council.

Will Dingee, Assistant Director, 928-636-3472

3. Any Land Division or Lot Combo will need to come through the Town's review process.

Any questions or comments regarding the Conditions of Approval as stated above should be directed to the staff member who provided the comment. Name and phone numbers are provided.

ATTACHMENT B
NEIGHBORHOOD MEETING

Case#: ZC-2023-05 (AR-5 TO SR2)

Applicant: Julie Tarpley

Date: 07/27/2023

Time: 4:00 PM– 4:30 PM

Location: Town Council Chambers, located at 202 N. State Route 89, Chino Valley, AZ 86323

Attendees: Staff and the Applicant, no neighbors.

The Tarpley neighborhood meeting commenced at 4:00 PM on July 27th, 2023 at the Town Council Chambers, located at 202 N. State Route 89, Chino Valley, AZ 86323. A total of 4 participants were in attendance; The owner, Ms. Julie Tarpley, her associate and Development Services staff members, Mr. Dingee (Assistant Director) and Ms. Barragan (Senior Planner).

The applicant and staff waited for the next 30 minutes. No neighbors showed up. Ms. Tarpley closed the meeting at 4:30 PM.

ATTACHMENT C
STAFF RESEARCH



STAFF RESEARCH – REZONE
CASE #: ZC-2023-05
CASE PLANNER: WILL DINGEE

PROJECT NARRATIVE: This is a request by Julie Tarpley to rezone approximately five acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 2-Acre (SR-2). The property is located at 833 W. Road 1 South, Chino Valley, Arizona.

I. PROJECT DATA

Project Location:	600' west of the intersection of S. Road 1 W. and W. Road 1 S. and 500' South of W. Road 1 S.				
Parcel Number(s):	306-29-050				
Parcel Size(s):	Five acres				
Total Acreage:	Five acres				
Proposed Dwelling Units:	No additional dwelling units are proposed.				
Address:	833 W. Road 1 S.				
Applicant:	Julie Tarpley				
Applicant's Agent:	N/A				
Land Use Conformity Matrix:	Conforms:	Yes	X	No	
Zoning Overlay	PAD	N/A			
	Existing Zoning	Use(s) on-site		General Plan Designation	
Site	Agricultural Residential 5-acre (AR-5)	Single Family Residential		Medium Density Residential (2-acres or less)	
North	Single Family Residential 1-acre (SR-1)	Single Family Residential		Medium Density Residential (2-acres or less)	
South	Agricultural Residential 5-acre (AR-5)	Single Family Residential		Medium Density Residential (2-acres or less)	
East	Agricultural Residential 5-acre (AR-5)	Single Family Residential		Medium Density Residential (2-acres or less)	
West	Single Family Residential 2-acre (SR-2)	Single Family Residential		Medium Density Residential (2-acres or less)	
Prior Cases or Related Actions:					
<u>Type</u>					<u>Cases, Actions or Agreements</u>
Pre-Annexation Agreement	Yes		No	X	
Annexation	Yes	X	No		First Annexation – November 13, 1970
General Plan Amendment	Yes		No	X	
Development Agreement	Yes		No	X	
Rezone	Yes		No	X	

ATTACHMENT C
STAFF RESEARCH

Subdivision	Yes		No	X	
Conditional Use Permit	Yes		No	X	
Pre-Application Meeting	Yes	X	No		PA-2023-38
Enforcement Actions	Yes		No	X	
Land Division Status:	Legal Lot of Record				
Irrigation District:	CVID Impacted				

II. TOWN OF CHINO VALLEY GENERAL PLAN**Land Use Element:**

Land Use Designation:	Medium Density Residential (2-acres or less)
Issues:	None

Public Services Element:

Water Facility Plan:	Source:	Existing Well
Sewer Facility Plan:	Treatment:	Existing Septic
Issues:	None	

Safety Element:

Flood Plain Designation:	N/A
Issues:	None

Transportation Element:

Road Classification	Property is accessed through and existing easement
Issues:	

Parks and Rec Element:

Closest Park:	Center Street Park
Within 1 mile of the Peavine Trail?	N/A

NOTIFICATION

- **Legal Ad Published:** 8/8/2023
- **Neighborhood Meeting:** 07/27/2023
- **300' Vicinity Mailing:** 7/17/2023
- **Hearing Dates:** P&Z 9/5/23 TC 9/26/23
- **Reviewing Agencies Noticed:** 7/18/2023
- **Comments Due:** 7/31/2023

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Samantha Alvarez – APS					
Richard Perez - A.D.O.T.					
Ralph Baker – C.V.I.D.					
Darrell Tirpak - CAFMA					
Suzanne Ehrlich – YC ENV					
Monica Kriner – YC Health					
SparkLight Cable					
LUMEN (Previously Centurylink)					
Unisource Gas					
CVUSD					
United States Postal Service					
Mark Holmes – Water Advisor					

ATTACHMENT C
STAFF RESEARCH

<i>Town of Chino Valley Internal List (Conditions)</i>	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Jessica Barragan – Senior Planner (DS)					
Will Dingee – Assistant Director (DS)	X			X	
Laurie Lineberry – DS Director	X			X	
Frank Marbury – PW Director					
Steve Sullivan – Assistant Engineer (PW)					
Dan Trout – CBO (DS)					
Damon Stanley - Code Enforcement					
Chuck Winn – Chief of Police (Police)					

When recorded, return to:

Town Clerk
Town of Chino Valley
202 N. State Route 89
Chino Valley, Arizona 86323

ORDINANCE NO. 2023-935

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 5 ACRES OF REAL PROPERTY LOCATED AT 833 W. ROAD 1 SOUTH, FROM AGRICULTURAL RESIDENTIAL 5-ACRE MINIMUM (AR-5) TO SINGLE FAMILY RESIDENTIAL 2-ACRE MINIMUM (SR-2).

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") desires to amend the Town of Chino Valley (the "Town") Official Zoning Map for approximately 5 acres of real property (Yavapai County Assessor Parcel No. 306-29-050 located at 833 W. Road 1 South, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, both attached hereto and incorporated herein by reference, from Agricultural Residential 5-Acre Minimum (AR-5) to Single Family Residential 2-Acre Minimum (SR-2) (the "Zoning Map Amendment"); and

WHEREAS, the Town Council has determined that this Zoning Map Amendment conforms with the Town of Chino Valley General Plan and any applicable specific area plan, neighborhood plan, or other plan, any overlay zoning district, and the standards and design requirements contained in the Unified Development Ordinance of the Town of Chino Valley (the "UDO"); and

WHEREAS, all required public notice was provided, and all required public meetings and hearings were held, in accordance with applicable state and local laws; and

WHEREAS, the Town's Planning and Zoning Commission recommended approval of the Zoning Map Amendment; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Constitution of Arizona, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance; and

WHEREAS, the Town Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Zoning Map Amendment is hereby approved, and the Official Zoning Map is hereby amended for property consisting of approximately 5 acres, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, to rezone the property from Agricultural Residential

5-Acre Minimum (AR-5) to Single Family Residential 2-Acre Minimum (SR-2), subject to the requirements of the Chino Valley Town Code, the UDO, and the following stipulations:

1. The property owner shall sign and notarize a Waiver of Claims form that the staff will record with the County Recorder against the property.
2. Any Land Division or Lot Combo will need to go through the Town's review process.

Section 3. The Town Manager is authorized and directed, upon the effective date of this ordinance, to cause the Official Zoning Map to reflect the Zoning Map Amendment as applicable to the property, indicating the zoning is subject to compliance with the stipulations provided herein.

Section 4. If any provision of this ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this ordinance.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 26th day of September 2023.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 2023-935 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on September 26, 2023, and that quorum was present, and that the vote thereon was ____ ayes and ____ nays and abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT 1
TO
ORDINANCE 2023-935

[Legal Description]

All that portion of the southwest Quarter of section 27, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian; Yavapai county, Arizona, described as follows:

BEGINNING at a one inch iron stake marking the West Quarter corner of said section 27;

Thence North 89 degrees 32 minutes 35 seconds East (Basis of Bearing) 674.34 feet along the East-West centerline of said section 27 to a one-half inch rebar;

Thence south 00 degrees 45 minutes 19 seconds East 529.61 feet to a one-half inch rebar and the TRUE POINT OF BEGINNING;

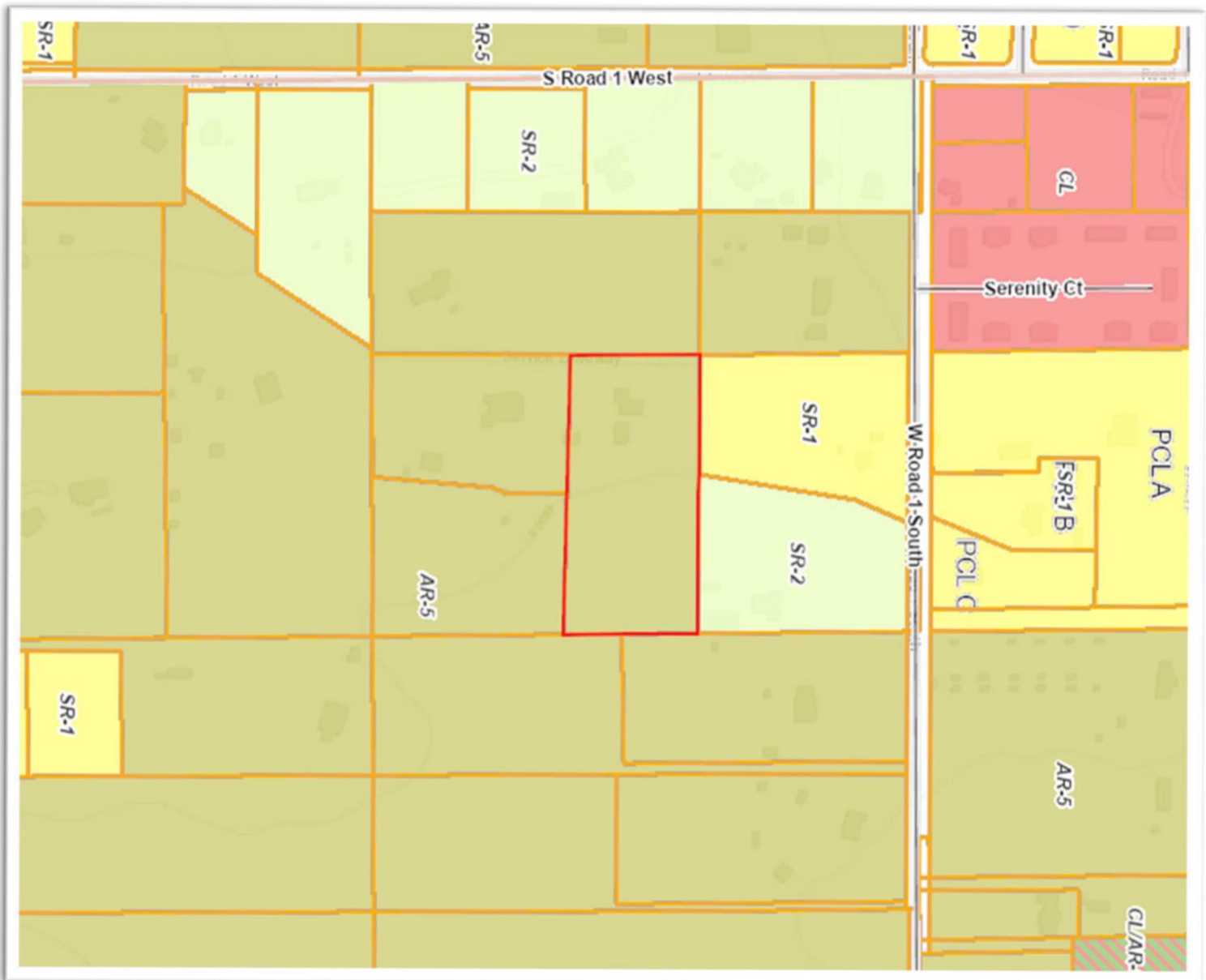
Thence south 00 degrees 45 minutes 19 seconds East 323.00 feet to a one-half inch rebar;

Thence North 89 degrees 31 minutes 29 seconds East 674.41 feet to a one-half inch rebar;

Thence North 00 degrees 45 minutes 35 seconds West 323.00 feet to a one-half inch rebar;

Thence south 89 degrees 31 minutes 29 seconds West 674.38 feet to the POINT OF BEGINNING.

EXHIBIT 2
TO
ORDINANCE 2023-935
[Zoning Map]





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

6. b.

Meeting Date: 09/26/2023
Contact Person: Will Dingee, Assistant Development Services Director
Department: Development Services
Estimated length of staff presentation: 5 minutes
Physical location of item: 1555 S State Route 89

AGENDA ITEM TITLE:

Public hearing, consideration, and possible action to rezone approximately 4.52 acres of land from Commercial Light (CL) to Multiple Family Residential (MR) for an existing apartment complex located at 1555 S State Route 89, Chino Valley, Arizona.

RECOMMENDED ACTION:

- i) Hold a Public Hearing
- ii) Approve Ordinance No. 2023-936

SITUATION AND ANALYSIS:

See attached.

Fiscal Impact

Fiscal Impact?: N/A
If Yes, Budget Code:
Available:
Funding Source:

Attachments

ZC-2023-02 Staff Report
 ORD - 2023-936



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #	3795	☒ Ordinance
MEETING DATE:	September 26, 2023	☐ Resolution
CONTACT PERSON:	Will Dingee, Assistant Director - Development Services	☒ Public Hearing ☐ Contract/IGA/PSA

Case/Project Description:

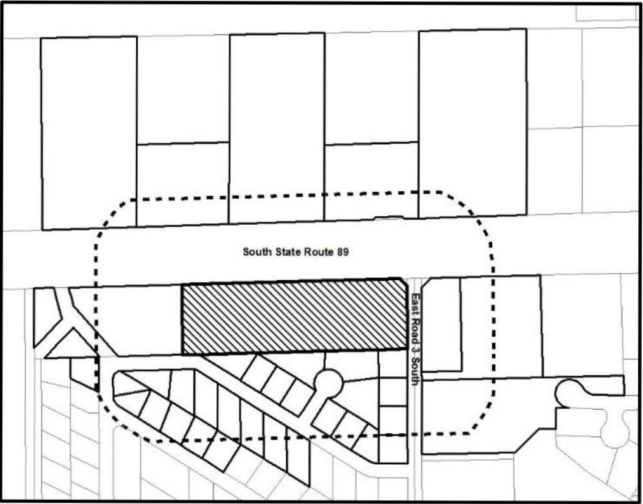
This is a request by Chris Fergus, on behalf of Antelope Valley Chino Valley LP, to rezone approximately 4.52 acres of land from Commercial Light (CL) to Multiple Family Residential (MR) for an existing apartment complex. The property is located at 1555 S. State Route 89, Chino Valley,, Arizona.

Planning and Zoning Recommended Action

The Planning Commission forwarded a recommendation of approval with a 7-0 Vote

See Attachment 1 for the Conditions of Approval

Location Map:



Location Data:

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Commercial Light (CL)	Antelope Valley Apartments	Multifamily/Commercial
North	Commercial Light (CL)	American Legion Post 40	Multifamily/Commercial
South	Commercial Light (CL)	Gabby's Rustic Eats	Multifamily/Commercial
East	Single Family Residential 0.16-acre (SR-0.16)	Yavapai Mobile Home Estates Subdivision	Medium Density Residential (2-acre or less)
West	Commercial Heavy (CH)	Alvarez Tire	Multifamily/Commercial

Neighborhood Meeting:

No Neighborhood Meeting was held for this item.

Additional Public Comment:

See Attachment 2 for a detailed dialog from the P&Z Meeting.

FISCAL IMPACT?

N/A

Attachments

Attachment 1 – Conditions

Attachment 2 – P&Z Minutes

Attachment 3 – P&Z Staff Report

Attachment 1
Conditions of Approval
ZC-2023-02
Town Council
September 26, 2023

Development Services Comments: Laurie Lineberry, Director, 928-636-3471

1. The conditions listed below are in addition to Town codes, rules, fees, and regulations that are applicable to this action.
2. The Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the rezone being heard by the Town Council.

Attachment 2
Minutes - P&Z September 5, 2023
ZC-2023-02
Town Council
September 26, 2023

PUBLIC HEARING #D.1 – Case# ZC-2023-02 - *This is a request by Chris Fergus, on behalf of Antelope Valley Chino Valley LP, to rezone approximately 4.52 acres of land from Commercial Light (CL) to Multiple Family Residential (MR) for an existing apartment complex. The property is located at 1555 S. State Route 89, Chino Valley, Arizona. (Continued from August 1, 2023)*

Chair Merritt asked if anyone on the commission had a disclosure to declare regarding this project. There were none.

Assistant Director **Will Dingee** presented the staff report, stating the 64-units on the property were built in 2003, under different zoning district provisions. Changes to the code made the apartments non-conforming. The owner needed to rezone to Multiple Family in order for the property to be in conformance with the zoning code. Staff recommended approval.

Merritt opened the meeting for public comments.

There were no comments from the public and **Merritt** closed the public hearing.

Motion was made by Switzer, seconded by Meadors to approve ZC-2023-02, as presented, subject to the staff report and information provided during the hearing, and the Conditions of Approval in Attachment A. A voice vote was taken and the motion passed with a 7-0 vote. No explanations of the votes were requested by the Chair.

Attachment 3
Staff Report – P&Z September 6, 2023
ZC-2023-02
Town Council
September 26, 2023



TOWN OF CHINO VALLEY
Planning Commission Staff Report
August 1, 2023
File Number ZC-2023-02
Rezone

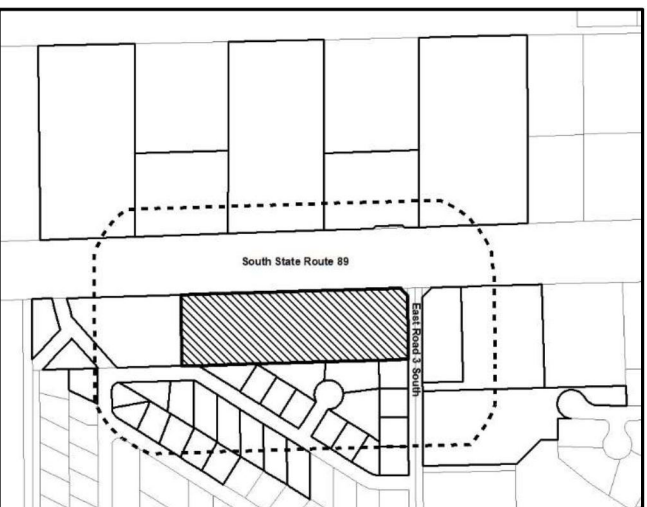
PROJECT DESCRIPTION

This is a request by Chris Fergus, on behalf of Antelope Valley Chino Valley LP, to rezone approximately 4.52 acres of land from Commercial Light (CL) to Multiple Family Residential (MR) for an existing apartment complex. The property is located at 1555 S. State Route 89, Chino Valley, Arizona.

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Commercial Light (CL)	Antelope Valley Apartments	Multifamily/Commercial
North	Commercial Light (CL)	American Legion Post 40	Multifamily/Commercial
South	Commercial Light (CL)	Gabby's Rustic Eats	Multifamily/Commercial
East	Single Family Residential 0.16-acre (SR-0.16)	Yavapai Mobile Home Estates Subdivision	Medium Density Residential (2-acre or less)
West	Commercial Heavy (CH)	Alvarez Tire	Multifamily/Commercial

LOCATION MAP



PRIOR SITE ACTIONS:**Building Permits****STAFF RECOMMENDATION:**

Staff recommends that the Planning and Zoning Commission forward to the Town Council a recommendation of **APPROVAL** for the Antelope Valley Apartments Rezone with Conditions of Approval found in Attachment A.

SUGGESTED MOTION:

Move to **APPROVE** Zone Change ZC-2023-02 as presented, subject to the staff report and information provided during this hearing, and the Conditions of Approval in Attachment A

EFFECT OF THE APPROVAL:

By approving this Zone Change, the Planning and Zoning Commission is recommending approval to Town Council for the Antelope Valley Apartments Rezone, 1555 S. State Route 89 subject to the staff report and information provided during this hearing, and affirmatively finds that the request is in conformance with the General Plan.

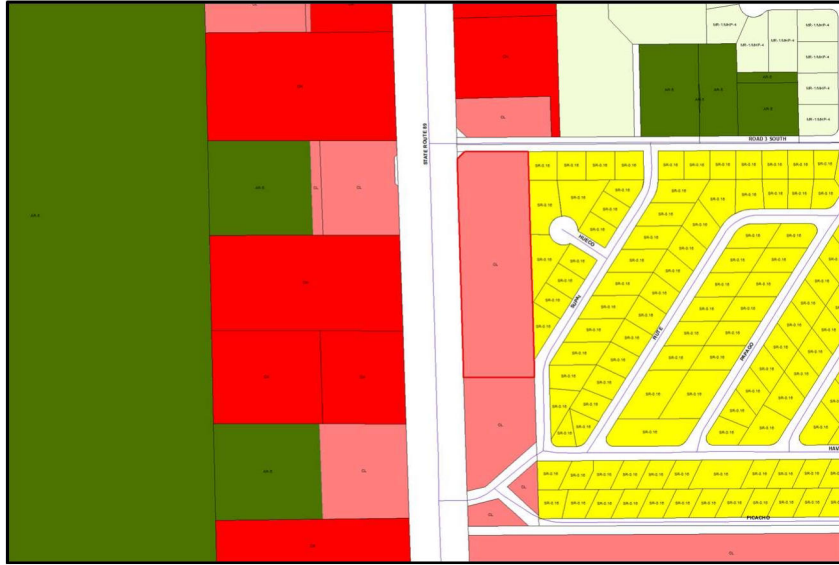
Staff Analysis:

The applicant is applying to rezone approximately 4.5 acres of land that contains an existing apartment complex from Commercial Light (CL) to Multiple Family Residential (MR). The property is currently considered legal non-conforming as the use of Apartment is not a permitted use within the CL zoning district. Rezoning this property to the MR district will bring the property into conformance. The applicant did have the option to apply for a Conditional Use Permit, however, with the use already established, a rezone is more appropriate.



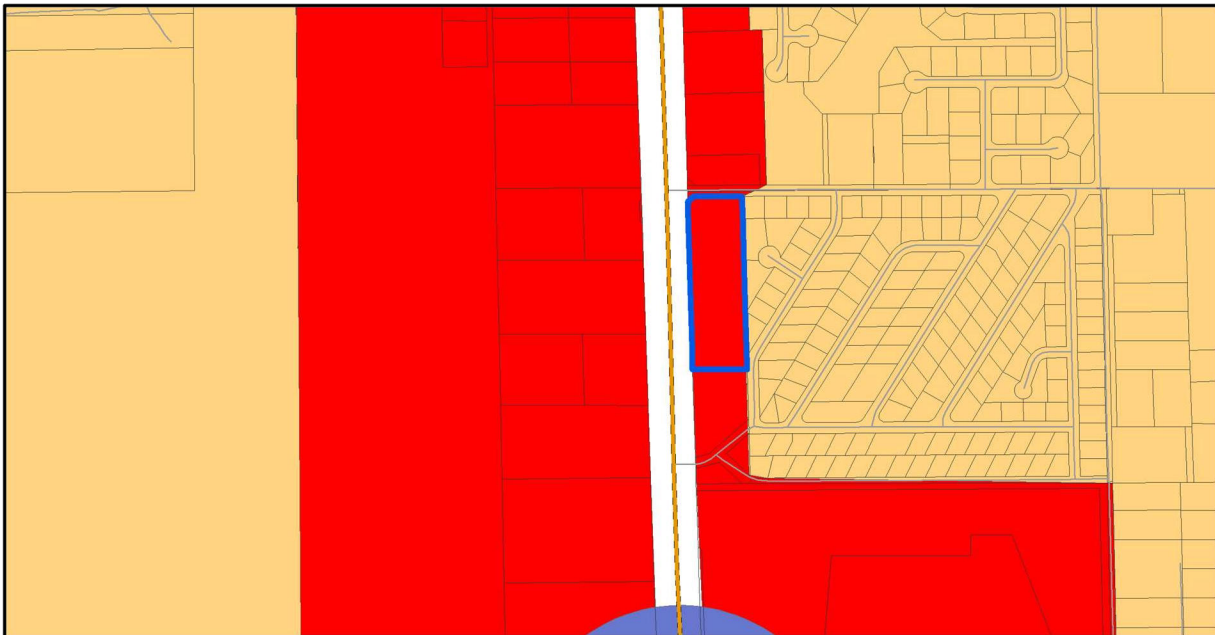
Zoning

Section 3.13 of the Unified Development Ordinance lists “Multiple family dwellings” as Permitted Use in the MR zone. The properties existing use of an apartment complex conforms with the requested zoning district.



General Plan

The General Plan designates the subject property as Commercial/Multi-Family Residential, the requested zoning district of MR conforms with the General Plan.



PUBLIC COMMENTS RECEIVED: NO PUBLIC COMMENTS RECEIVED

EXTERNAL AGENCY COMMENTS: NO EXTERNAL AGENCY COMMENTS RECEIVED

NEIGHBORHOOD MEETING COMMENTS: A NEIGHBORHOOD MEETING WAS NOT REQUIRED DUE TO NO CHANGE OF USE.

PROPOSED CONDITIONS DELIVERED July 8, 2023
TO APPLICANT ON:

☒	Applicant agreed with all of the conditions of approval on 7/12/2023
☐	Applicant did not agree with the following conditions of approval: (list #'s)
☐	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

ATTACHMENTS:

A	B
Conditions of Approval	Staff Research

PREPARED BY:

DATE:

WILL DINGEE – ASSISTANT DIRECTOR
WDINGEE@CHINOAZ.NET
928 636-3472

JULY 12, 2023

APPROVED BY:



LAURIE LINEBERRY, AICP
DEVELOPMENT SERVICES DIRECTOR

PUBLIC COMMENTS RECEIVED: NO PUBLIC COMMENTS RECEIVED

EXTERNAL AGENCY COMMENTS: NO EXTERNAL AGENCY COMMENTS RECEIVED

NEIGHBORHOOD MEETING COMMENTS: A NEIGHBORHOOD MEETING WAS NOT REQUIRED DUE TO NO CHANGE OF USE.

PROPOSED CONDITIONS DELIVERED July 8, 2023
TO APPLICANT ON:

☒	Applicant agreed with all of the conditions of approval on 7/12/2023
☐	Applicant did not agree with the following conditions of approval: (list #'s)
☐	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

ATTACHMENTS:

A	B
Conditions of Approval	Staff Research

PREPARED BY:

DATE:

WILL DINGEE – ASSISTANT DIRECTOR
WDINGEE@CHINOAZ.NET
928 636-3472

JULY 12, 2023

APPROVED BY:

LAURIE LINEBERRY, AICP
DEVELOPMENT SERVICES DIRECTOR

The following conditions have been found to have a reasonable nexus and are roughly proportionate to the impact of the proposed rezone for the site:

Development Services Comments: Laurie Lineberry, Director, 928-636-3471

1. The conditions listed below are in addition to Town codes, rules, fees, and regulations that are applicable to this action.
2. The Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the rezone being heard by the Town Council.

Any questions or comments regarding the Conditions of Approval as stated above should be directed to the staff member who provided the comment. Name and phone numbers are provided.

ATTACHMENT B
STAFF RESEARCH



STAFF RESEARCH – REZONE
CASE #: ZC-2023-02
CASE PLANNER: WILL DINGEE

PROJECT NARRATIVE: This is a request by Chris Fergus, on behalf of Antelope Valley Chino Valley LP, to rezone approximately 4.52 acres of land from Commercial Light (CL) to Multiple Family Residential (MR) for an existing apartment complex. The property is located at 1555 S. State Route 89, Chino Valley, Arizona.

I. PROJECT DATA

Project Location:		SEC of South State Route 89 and East Road 3 South					
Parcel Number(s):		306-33-171N					
Parcel Size(s):		4.52 Acres					
Total Acreage:		S.A.A.					
Proposed Dwelling Units:		N/A		No units are being added or removed.			
Address:		1555 South State Route 89					
Applicant:		Antelope Valley Chino Valley LP					
Applicant's Agent:		Chris Fergus					
Land Use Conformity Matrix:		Conforms:		Yes	X	No	
Zoning Overlay	PAD	N/A					
	Existing Zoning	Use(s) on-site				General Plan Designation	
Site	Commercial Light (CL)	Antelope Valley Apartments				Multifamily/Commercial	
North	Commercial Light (CL)	American Legion Post 40				Multifamily/Commercial	
South	Commercial Light (CL)	Gabbys Rustic Eats				Multifamily/Commercial	
East	SR-0.16	Yavapai Mobile Home Estates Subdivision				Medium Density Residential (2-acre or less)	
West	Commercial Heavy (CH)	Alvarez Tire				Multifamily/Commercial	
Prior Cases or Related Actions:							
<u>Type</u>				<u>Cases, Actions or Agreements</u>			
Pre-Annexation Agreement		Yes		No	X		
Annexation		Yes	x	No		First Annexation – November 13, 1970	
General Plan Amendment		Yes		No	x		
Development Agreement		Yes		No	x		
Rezone		Yes	x	No		Rezoned to Commercial. Ordinance No. 10. September 14, 1970	
Subdivision		Yes		No	X		
Conditional Use Permit		Yes		No	x		
Pre-Application Meeting		Yes	x	No		PA-2023-24	
Enforcement Actions		Yes		No	x		
Land Division Status:		Conforms					
Irrigation District:		N/A					

ATTACHMENT B
STAFF RESEARCH

II. TOWN OF CHINO VALLEY GENERAL PLAN

Land Use Element:		
Land Use Designation:	Commercial/Multifamily	
Issues:		
Public Services Element:		
Water Facility Plan:	Source:	Existing Well with Wilhoit Water
Sewer Facility Plan:	Treatment:	Existing Septic
Issues:	Closest Municipal Sewer is currently being extended to East Road 3 South and South Road 1 East approximately 1/3 of a mile away.	
Safety Element:		
Flood Plain Designation:	N/A	
Issues:		
Transportation Element:		
Road Classification	State Route 89 East Road 3 South – Urban Road	
Issues:		
Parks and Rec Element:		
Closest Park:	Community Center Park	
Within 1 mile of the Peavine Trail?	No	

NOTIFICATION

- **Legal Ad Published:** The Daily Courier 7/10/2023
- **300' Vicinity Mailing:** 6/12/2023
- **19 Commenting/Reviewing Agencies noticed:** 6/12/2023
- **Neighborhood Meeting:** N/A
- **Hearing Dates:** P&Z 8/1/23 - TC 8/22/23
- **Comments Due:** 6/26/2023

<i>External List (Comments)</i>	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
CAFMA			X		
Samantha Alvarez – APS			X		
Richard Perez - A.D.O.T.			X		
Ralph Baker – C.V.I.D.			X		
Suzann E. – YC ENV			X		
Jose Galvez – YC Health			X		
SparkLite Cable			X		
LUMEN			X		
Unisource Gas			X		
CVUSD			X		
United States Postal Service			X		
<i>Town of Chino Valley Internal List (Conditions)</i>	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Will Dingee – Senior Planner (DS)			X		
Laurie Lineberry – DS Director				X	
Frank Marbury – PW Director				X	
Steve Sullivan – Assistant Engineer (PW)				X	

ATTACHMENT B
STAFF RESEARCH

Dan Trout – CBO (DS)				X	
Damon Stanley – Code Enforcement				X	
Chuck Winn – Chief of Police (Police)				X	

When recorded, return to:

Town Clerk
Town of Chino Valley
202 N. State Route 89
Chino Valley, Arizona 86323

ORDINANCE NO. 2023-936

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 4.52 ACRES OF REAL PROPERTY LOCATED AT 1555 S. STATE ROUTE 89, FROM COMMERCIAL LIGHT (CL) TO MULTIPLE-FAMILY RESIDENTIAL (MR).

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") desires to amend the Town of Chino Valley (the "Town") Official Zoning Map for approximately 4.52 acres of real property (Yavapai County Assessor Parcel No. 306-33-171N) located at 1555 S. State Route 89, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, both attached hereto and incorporated herein by reference, from Commercial Light (CL) to Multiple-Family Residential (MR) (the "Zoning Map Amendment"); and

WHEREAS, the Town Council has determined that this Zoning Map Amendment conforms with the Town of Chino Valley General Plan and any applicable specific area plan, neighborhood plan, or other plan, any overlay zoning district, and the standards and design requirements contained in the Unified Development Ordinance of the Town of Chino Valley (the "UDO"); and

WHEREAS, all required public notice was provided, and all required public meetings and hearings were held, in accordance with applicable state and local laws; and

WHEREAS, the Town's Planning and Zoning Commission recommended approval of the Zoning Map Amendment; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Constitution of Arizona, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance; and

WHEREAS, the Town Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Zoning Map Amendment is hereby approved, and the Official Zoning Map is hereby amended for property consisting of approximately 4.52 acres, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, to rezone the property from Commercial Light (CL) to Multiple-Family Residential (MR) for its existing apartments, subject to the requirements of the Chino Valley Town Code, the UDO, and the following stipulation:

1. The property owner shall sign and notarize a Waiver of Claims form that the staff will record with the County Recorder against the property.

Section 3. The Town Manager is authorized and directed, upon the effective date of this ordinance, to cause the Official Zoning Map to reflect the Zoning Map Amendment as applicable to the property, indicating the zoning is subject to compliance with the stipulations provided herein.

Section 4. If any provision of this ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this ordinance.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 26th day of September 2023.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 2023-936 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on September 26, 2023, and that quorum was present, and that the vote thereon was ____ ayes and ____ nays and abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT 1
TO
ORDINANCE 2023-936

[Legal Description]

PARCEL 1:

All that portion of Tract A, as shown on YAVAPAI MOBILE HOME ESTATES, according to the plat of record in Book 14 of Maps, page 3, records of Yavapai County, Arizona, and that portion of 40.00 foot wide road, as abandoned by Resolution No. 523 recorded in Book 3695 of Official Records, page 557, records of Yavapai County, Arizona, described as follows:

BEGINNING at the Northeast corner of said Tract A, which is common to the Northwest corner of Lot 157 of said Yavapai Mobile Home Estates;

Thence South 02°00'30" East (basis of bearings), 749.49 feet, along the East line of said Tract A, to a ½ inch rebar with a cap stamped "FAMAS" L.S. 27738;

Thence South 89°16'53" West, 244.02 feet, to the East right of way of State Route 89 (as it existed on April 23, 2001), marked by a ½ inch rebar with a cap stamped "FAMAS" L.S. 27738;

Thence North 02°06'30" West, 749.49 feet, along the right of way of said State Route 89 to the Northwest corner of Tract A and the South right of way line of Road 3 South, which is marked by a ½ inch rebar with a tag stamped "FAMAS" L.S. 27738;

Thence North 89°16'53" East, 244.02 feet along the right of way of Road 3 South to the TRUE POINT OF BEGINNING.

PARCEL 2:

That portion of Tract A, as shown on YAVAPAI MOBILE HOME ESTATES, according to the plat of record in Book 14 of Maps, page 3, records of Yavapai County, Arizona, and that portion of 40.00 foot wide road, as abandoned by Resolution No. 523 recorded in Book 3695 of Official Records, page 557, records of Yavapai County, Arizona, described as follows:

COMMENCING at a ½ inch rebar found at the Northeast corner of said Tract A, which is common to the Northwest corner of Lot 157 of said Yavapai Mobile Home Estates;

Thence South 02°06' 30" East a distance of 749.49 feet along the East line of Tract "A" to a ½ inch rebar found with a cap stamped "Famas" L.S. 27738 and the POINT OF BEGINNING;

THENCE continuing South 02° 06' 30" East a distance of 58.00 feet along the East line of said Tract A;

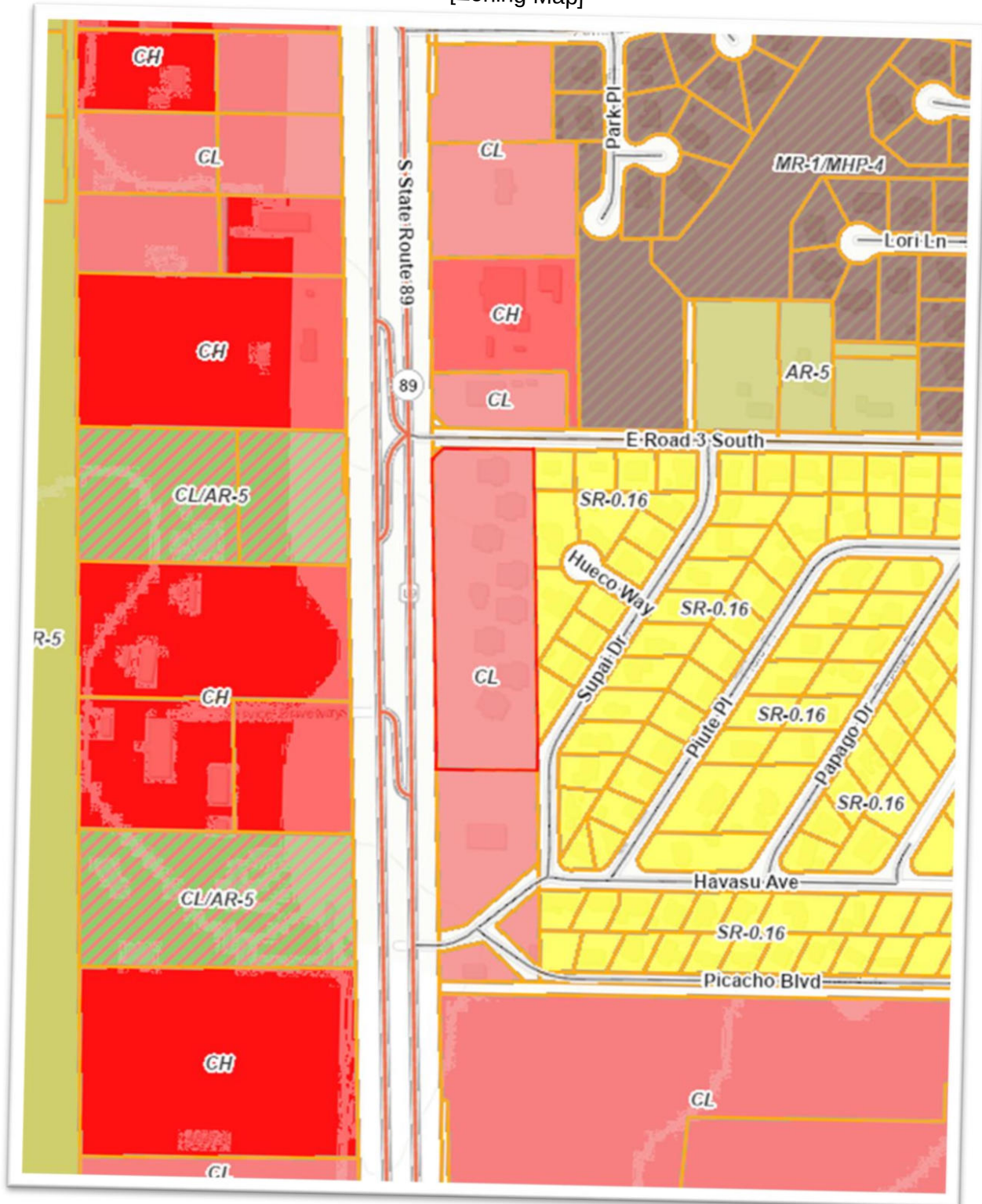
THENCE South 89° 16' 34" West a distance of 243.98 feet to the East right-of-way of State Route 89 (as it existed on April 23, 2001);

THENCE North 02° 06' 30" West a distance of 58.00 feet, along the right-of-way of said State Route 89, to a ½ inch rebar found with a tag stamped "Famas" L.S. 27738;

THENCE North 89° 16' 34" East a distance of 243.98 feet to the POINT OF BEGINNING.

EXHIBIT 2
TO
ORDINANCE 2023-936

[Zoning Map]





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

6. c.

Meeting Date: 09/26/2023

Contact Person: Will Dingee, Assistant Development Services Director

Department: Development Services

Estimated length 5 minutes

of staff presentation:

Physical location of item: Approximately 1,000 feet north of the intersection of N Road 1 West and W Road 4 North on the west side

AGENDA ITEM TITLE:

Public hearing, consideration, and possible action to rezone approximately 14 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1) located approximately 1,000 feet north of the intersection of N Road 1 West and W Road 4 North on the west side.

RECOMMENDED ACTION:

- i) Hold a Public Hearing
- ii) Approve Ordinance No. 2023-937

SITUATION AND ANALYSIS:

See attached

Fiscal Impact

Fiscal Impact?: N/A

If Yes, Budget Code:

Available:

Funding Source:

Attachments

ZC-2023-04 Staff Report

ORD - 2023-937



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #	3796	☒ Ordinance
MEETING DATE:	September 26, 2023	☐ Resolution
CONTACT PERSON:	Will Dingee, Assistant Director - Development Services	☒ Public Hearing ☐ Contract/IGA/PSA

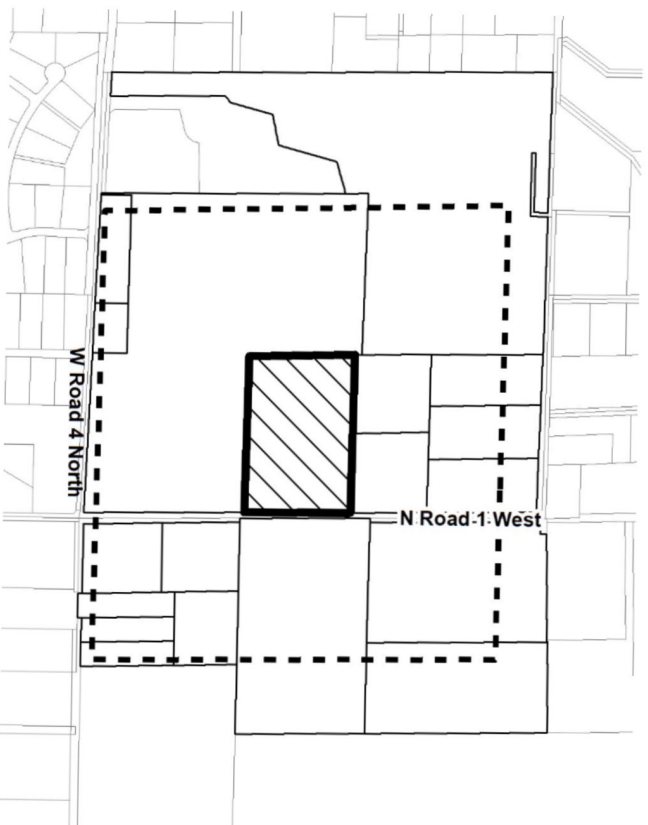
Case/Project Description:

ZC-2023-04 -This is a request by Weston Gibson to rezone approximately 14 acres of land from Agricultural Residential 5-Acre(AR-5) to Single Family Residential 1-Acre (SR-1). Approximately 1,000 feet north of the intersection of N. Road 1 West and W. Road 4 North on the west side, Chino Valley, Arizona.

Planning and Zoning Recommended Action

The Planning Commission modified the Conditions of approval, to include a five year time limit, and forwarded a recommendation of approval with a 7-0 Vote
See Attachment 1 for the Conditions of Approval

Location Map:



Location Data:

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	AR-5	Vacant	Medium Density Residential 2-acres or less
North	AR-5	Two Manufactured Homes (Result of Lot Splits)	Medium Density Residential 2-acres or less
South	AR-5	Vacant	Medium Density Residential 2-acres or less
East	SR-0.16/PAD	Vacant (Entitled for 409 Tiny Homes on 7,000 square foot lots, West Meadows)	Medium Density Residential 2-acres or less
West	AR-5	Vacant	Medium Density Residential 2-acres or less

Neighborhood Meeting:

A neighborhood meeting was held on site on July 25, 2023 in which seven community members attend. The following was discussed:

- Land Use and the requested rezoning:
 - Neighbors want two-acre zoning.
- Site Development:
 - Targeted demographics for the project.
- Traffic:
 - Impact on N. Road 1 West.
- Water Resources:
 - Well and Septic.

A full outline of the Neighborhood Meeting can be found within the Planning and Zoning Staff Report

Additional Public Comment:

See Attachment 2 for a detailed dialog from the P&Z Meeting.

FISCAL IMPACT?

N/A

Attachments

Attachment 1 – Conditions

Attachment 2 – P&Z Minutes

Attachment 3 – P&Z Staff Report

Attachment 1
Conditions of Approval
ZC-2023-04
Town Council
September 26, 2023

Development Services Comments: Laurie Lineberry, Director, 928-636-3471

1. The conditions listed below are in addition to Town codes, rules, fees, and regulations that are applicable to this action.
2. The Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the rezone being heard by the Town Council,

Will Dingee, Assistant Director, 928-636-3472

3. The development will be restricted to site-built homes only.

Public Works Steve Sullivan, Assistant Town Engineer 928-636-3402

4. The owner shall dedicate approximately 15' of additional right-of-way, for a total of 40' west of the east line of section 4 along North Road 1 West per the Town's Urban and Rural Roadways Map (Rural Section with Trail). The exact amount to be dedicated will be determined through a survey and subject to approval by the Town.
5. The owner shall improve the west-half of North Road 1 West along the entire frontage of the property per the Town's Urban and Rural Roadways Map (Rural Section with Trail) as follows:
 - a. 12' minimum asphalt road half-width
 - b. 5' paved shoulder, thickened edge
 - c. Bar ditch
 - d. 10' Trail
6. The owner shall dedicate and improve internal streets (full-width) per the Town's Unified Development Ordinance § 5.3.2, Table 5-1 (Rural Local Road) as follows:
 - a. 50' minimum right-of-way
 - b. 24' asphalt road width
 - c. 5' paved shoulder, thickened edge
 - d. Bar ditch
 - e. At street intersections, property line corners shall be rounded by circular arc having a minimum chamfer length of thirty-five (35) feet for collector and arterial streets.
 - f. Cul-de-sac streets shall terminate in a circular right-of-way sixty (60) feet in radius with a minimum improved traffic turning circle forty-eight (48) feet in radius.

Planning and Zoning Commission added Condition.

7. The property shall be developed within five (5) years from the date of Town Council approval of this rezoning. If not, the zoning will revert to Agricultural Residential 5-acre minimum (AR-5)

Attachment 2
Minutes - P&Z September 5, 2023
ZC-2023-04
Town Council
September 26, 2023

PUBLIC HEARING #D.2 – CASE# ZC-2023-04 - *This is a request by Weston Gibson to rezone approximately 14 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1). The property is located approximately 1,000 feet north of the intersection of N Road 1 West and W Road 4 North on the west side, Chino Valley, Arizona.*

Chair Merritt asked if anyone on the commission had a disclosure to declare regarding this project. There were none.

Dingee presented the staff report, identifying concerns from the neighborhood meeting. The applicant was in attendance.

Merritt opened the public hearing for public comments.

Carol Webber, 3942 Cole Lee Court, shared that she lived downstream from this project and was concerned about additional run-off from more impervious surfaces. She asked what would be done for mitigation.

Patricia Rendon expressed concern about more wells being drilled, more development and less country/farming community, which was the reason that she moved here.

Lester Oster, 3610 Yo He Wah Drive, said that more development reduces the farming community that attracted him here. He stated that the roads are bad and that local wells are pumping sand. He stated opposition to the project.

Claudia McGilvray, 997 West Road 5 North, shared about the impacts of the recent rains to the street conditions and neighboring properties that took the water overflow from the streets. Her parcel and neighboring parcels were flooded. She was unhappy with how the Town fixes potholes (two-man crew shovels asphalt into holes and lets cars driving the road compact it). She opposed the project.

Donna Armstrong, 2160 Mohave Street, asked if the units would be manufactured or site-built.

Merritt closed the public hearing.

In response to the questions/comments from the public, **Dingee** stated that the homes would be site-built. **Merritt** shared that the water approvals were handled by the State. **Marbury** added information about drainage, sharing that an engineering drainage study was required to look at before and after development flows, with the applicant restricted from increasing the after-development flow from the site. **Merritt** confirmed that the release of water can not be more than what happened before the development. **Marbury** added that the Town did not currently have drainage plans for Road 1 West. He added that sheet flow happened in this area of town. He shared that there are more mitigations put in place for subdivisions than for lot splits. He also stated that the Town is currently working on a Town water/sewer/drainage master plan.

Merritt asked about water usage. **Marbury** stated that generally houses use less water than landscaping and agriculture, depending on the type of landscaping and agriculture. Typically, the higher the density, the less water per unit is used because lawns and landscaping and open spaces are reduced.

Merritt asked the audience to not have side conversations during the hearing.

Switzer clarified that development does not cause more water on the ground but speeds up the water flow on the ground as a result of less permeable ground area to absorb the water, causing the water to flow faster. Drainage plans work to slow the flow off-site.

Merritt added that subdivisions must contain the water to release it at the rate of flow prior to the subdivision. **Marbury** stated drainage plans for subdivisions slow down the release of the water not soaking into the ground. The code does not improve the run-off pre vs. post development.

Weston Gibson, the applicant, said he knew there was a risk when they purchased the land, that they might not be able to rezone the property. He did his due-diligence and met with the Town to discuss his

plan. He worked with an engineering company to address the drainage. He wanted to build homes that he and his contractors could afford for their younger families.

Merritt again interrupted the audience demanding that they be respectful of the speaker and the process.

Gibson acknowledged the existing poor condition of the road. He would make improvements to the road around his subdivision. He identified over an acre of land in the subdivision dedicated to drainage.

Switzer asked if the lots would be landscaped. **Gibson** stated that he couldn't answer that question until the final plat. The house footprints shown on the site plan were 2100 square feet and he believed he would need to reduce the size to somewhere around 1500-1900 square feet, with a 1000 square foot 3-car garage, in order to make them more affordable. He stated he was aiming for a sales price of around \$500,000-\$560,000. The design for the house was still in the works.

Merritt asked if he would be amenable to low water plants in the project. **Gibson** said he would.

Meadors asked if he would have CC&R's and an HOA. **Gibson** said he would have CC&R's but no HOA.

Merritt recapped that the Town had no jurisdiction on the water approvals and that the drainage from the site was required to be no worse than it was without the development.

The **Chair** entertained a motion. The Commission discussed the need for a time frame for the rezone. They agreed with a five-year time limit.

Motion was made by Switzer, seconded by Pasciak to approve ZC-2023-04, as presented, subject to the staff report and information provided during the hearing, and the Conditions of Approval in Attachment A, with the addition of condition of approval #7, that placed a 5-year time limit on the rezone. A roll-call vote was taken and the motion passed with a 7-0 vote.

Attachment 3
Staff Report – P&Z September 6, 2023
ZC-2023-02
Town Council
September 26, 2023



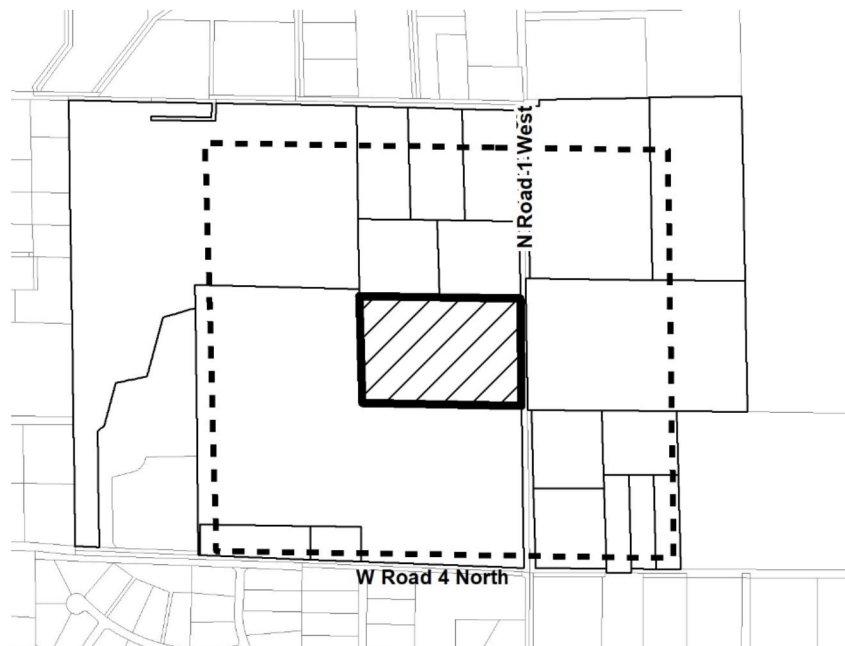
TOWN OF CHINO VALLEY
Planning Commission Staff Report
August 1, 2023
File Number ZC-2023-04
Saddle Butte Estates Rezone

PROJECT DESCRIPTION

This is a request by Weston Gibson to rezone approximately 14 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1). Approximately 1,000 feet north of the intersection of N. Road 1 West and W. Road 4 North on the west side, Chino Valley, Arizona

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	AR-5	Vacant	Medium Density Residential 2-acres or less
North	AR-5	Two Manufactured Homes (Result of Lot Splits)	Medium Density Residential 2-acres or less
South	AR-5	Vacant	Medium Density Residential 2-acres or less
East	SR-0.16/PAD	Vacant (Entitled for 409 Tiny Homes on 7,000 square foot lots, West Meadows)	Medium Density Residential 2-acres or less
West	AR-5	Vacant	Medium Density Residential 2-acres or less

LOCATION MAP

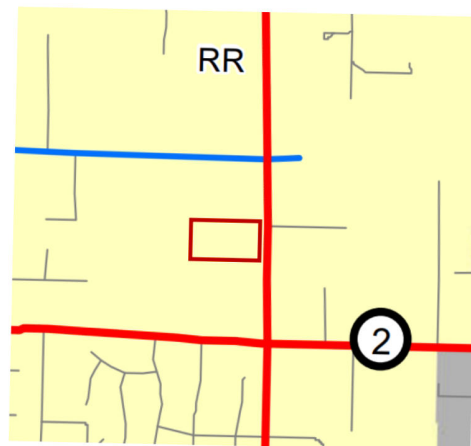
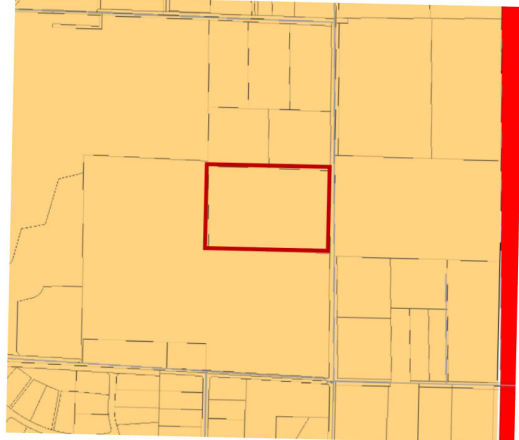
The applicant has supplied a conceptual layout of his development as part of his rezoning. The proposal includes 12 lots, all accessed off a newly created road. As the closest Town Water and Sewer is over two miles away at the intersection of E. Perkinsville Road and N. Road 1 East., this subdivision is proposed to be on wells and septic. If approved by Town Council, the Development will come back before the commission as a Preliminary and a Final Plat.



The applicant's proposal of a 12, one-acre lot, subdivision conforms with the requested zoning district of SR-1. The associated development standards for this district can be found in section 3.11 of the Unified Development Ordinance.

General Plan

The 2014 General Plan (left) designates the subject property, and the surrounding area, as Medium Density two-acres or less. The 2040 General Plan (right) designates this area as Rural Residential, one dwelling unit per acre minimum.



PUBLIC COMMENTS RECEIVED: No public comments have been received in favor or against.

PUBLIC COMMENTS RECEIVED: No public comments have been received in favor or against.

EXTERNAL AGENCY COMMENTS: No External Agency Comments were received

NEIGHBORHOOD MEETING COMMENTS: Held on site July 27, 2023 and seven neighbors were in attendance.
See Attachment B

PROPOSED CONDITIONS DELIVERED 8/22/2023
TO APPLICANT ON:

X	Applicant agreed with all of the conditions of approval on 8/22/2023
	Applicant did not agree with the following conditions of approval: (list #'s)
	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

ATTACHMENTS:

A	B	C	D
Conditions of Approval	Neighborhood Meeting Comments	Site Plan & Exhibits	Staff Research

PREPARED BY:

DATE:


WILL DINGEE – ASSISTANT DIRECTOR
WDINGEE@CHINOAZ.NET
928 636-4427 – x3472

AUGUST 15, 2023

ATTACHMENT A
CONDITIONS OF APPROVAL

The following conditions have been found to have a reasonable nexus and are roughly proportionate to the impact of the proposed rezone for the site:

Development Services Comments: Laurie Lineberry, Director, 928-636-3471

1. The conditions listed below are in addition to Town codes, rules, fees, and regulations that are applicable to this action.
2. The Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the rezone being heard by the Town Council,

Will Dingee, Assistant Director, 928-636-3472

3. The development will be restricted to site-built homes only.

Public Works Steve Sullivan, Assistant Town Engineer 928-636-3402

4. The owner shall dedicate approximately 15' of additional right-of-way, for a total of 40' west of the east line of section 4 along North Road 1 West per the Town's Urban and Rural Roadways Map (Rural Section with Trail). The exact amount to be dedicated will be determined through a survey and subject to approval by the Town.
5. The owner shall improve the west-half of North Road 1 West along the entire frontage of the property per the Town's Urban and Rural Roadways Map (Rural Section with Trail) as follows:
 - a. 12' minimum asphalt road half-width
 - b. 5' paved shoulder, thickened edge
 - c. Bar ditch
 - d. 10' Trail
6. The owner shall dedicate and improve internal streets (full-width) per the Town's Unified Development Ordinance § 5.3.2, Table 5-1 (Rural Local Road) as follows:
 - a. 50' minimum right-of-way
 - b. 24' asphalt road width
 - c. 5' paved shoulder, thickened edge
 - d. Bar ditch
 - e. At street intersections, property line corners shall be rounded by circular arc having a minimum chamfer length of thirty-five (35) feet for collector and arterial streets.
 - f. Cul-de-sac streets shall terminate in a circular right-of-way sixty (60) feet in radius with a minimum improved traffic turning circle forty-eight (48) feet in radius.

Any questions or comments regarding the Conditions of Approval as stated above should be directed to the staff member who provided the comment. Name and phone numbers are provided.

ATTACHMENT B

NEIGHBORHOOD MEETING COMMENTS

Date: 07/27/2023

Time: 3:00 PM– 4:35 PM

Location: On-site APN 306-05-104G (0 N Road 1 West, Chino Valley)

Attendees: Seven neighbors, two Town employees and the applicant

The Saddle Butte Estates neighborhood meeting commenced at 3:00 PM on July 26th, 2023 at the Subject Site and due to rain, the group migrated to with seven neighbors in attendance. The developer, Mr. Westin Gibson, facilitated the conversation, with occasional mentions from staff on town staff's role/authority as well as due process clarification. Development Services staff members in attendance included Mr. Dingee (Assistant Director) and Ms. Barragan (Senior Planner). Meeting participants included were residents to the north of the proposed subdivision.

Mr. Westin Gibson an authorized agent representing Appraisals Phoenix & Estates LLC opened the meeting and introduced the Project concept and goals. Mr. Gibson introduced himself as a 'partner' with the legal and owners and made the presentation of the Project describing the existing Property conditions, required entitlement process with the Town, the Project development plan was shared and proposed type of home, and anticipated architectural renderings for the Project. The meeting was then opened up for questions.

Topics discussed and questions raised by participants included:

Land Use:

- Question regarding the necessity to rezone the Property.
- Question regarding future plans for the street improvements.
- Question regarding studies done to show potential impacts to the environment & to the abutting property values.
- Question regarding the rezoning process with the Town and future public engagement opportunities.
- Recommendations to construct horse ranch properties of not less than 2 acres were expressed by all attendees.
- Recommendations to construct on other properties that are already zoned RS-1 or RS-2 were expressed by all attendees.
- Question on water/flood mitigation.
- Questions on current ownership of the Site and any their potential financial interests.
- Comments made by all attendees are that they don't want it and are considering hiring an attorney to go against it.
- Comments made by all attendees included their verbal confirmation of attendance for the upcoming hearing.
- Comments made by all attendees included their verbal confirmation that they will oppose the rezone request unless the applicant agrees to rezone to split by minimum 2 acre parcels.

Housing/Site Development Details:

- Questions on average sales price per lot.

ATTACHMENT B

NEIGHBORHOOD MEETING COMMENTS

- Questions on how large the site built units will be.
- Questions on occupancy/demographic types.
- Questions on the targeted demographic for the Project.
- Concerns on potential surplus of rental properties being developed with rising sale costs.
- Questions/concerns on potential impacts on their property tax.
- Question regarding potential benefits to the Town and the surrounding built environment.
- Question regarding construction timelines.
- Question regarding landscaping and engineering to ensure water run-off does not encroach to neighboring properties.
- Questions/concerns with walls adjacent to the north of the subject property.
- Concerns regarding potential visual impacts to the existing properties to the north ranged from emotional opinions on the perceived character of the town to potential view obstruction and privacy.

Traffic:

- Questions/concerns regarding potential traffic increase.
- Questions/concerns regarding improvements to N Road 1 West.
- Questions regarding parking within the Project and any potential spillover.

Water Resources:

- Question on available water and roadway access for fire services and hydrants within the Project.
- Questions regarding the Project's water source.
- Question regarding sewer services.
- Question on if development impact fees would be required of the Developer and what kind of improvements can be made as a result of increased density and increase use of town resources.
- Question regarding the Project drainage and routing of stormwater through the Project.

Mr. Gibson accepted any and all comments/concerns/ suggestions and stated that after this meeting he would be discussing options with the legal landowner on moving forward. Mr.

Gibson was encouraged to provide an updated project narrative that would encompass a comprehensive response package to the neighborhood meeting outcomes.

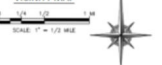
Participants interested in providing further comments were given the developers' contact information and were informed that they would be notified of future public hearings related to the Project. Westin Gibson closed the meeting at 4:35 PM

PARCEL "B" AS RECORDED IN RECEPTION #2018-0063279, Y.C.O.R.

APN 306-05-104C
NORTH ROAD 1 WEST, TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA
SITUATED IN A PORTION OF SECTION 04, TOWNSHIP 16 NORTH, RANGE 02 WEST
OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA



VICINITY MAP

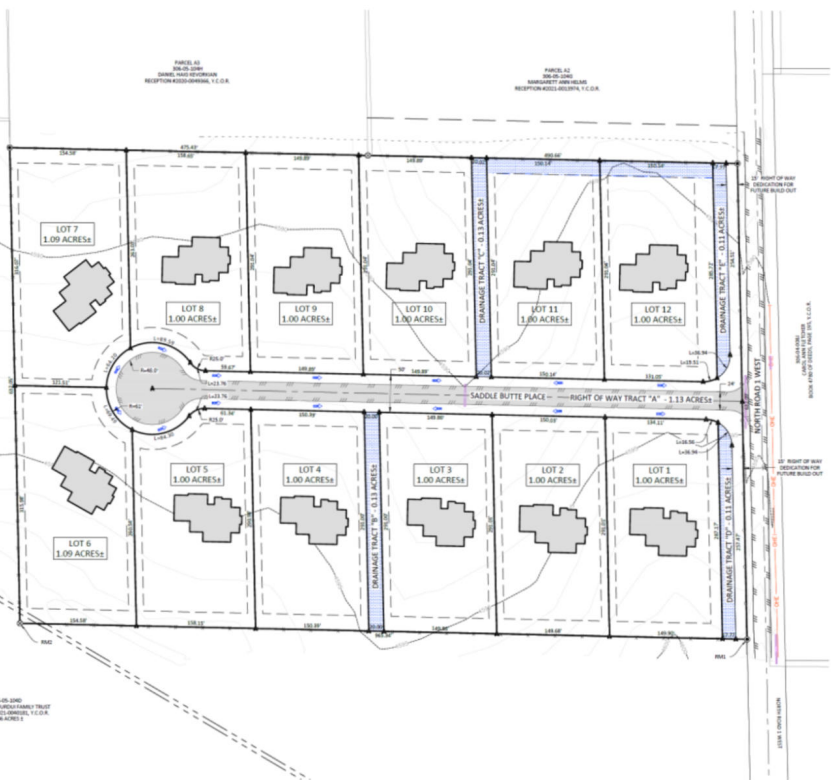


LEGEND

- POUND LOT 17' BEAR & 1/4" MARKED 80 2777
 ②
 POUND LOT 17' BEAR & 1/4" MARKED 80 13861
 A
 54°45'45" W 40.00'
 157°13'13" W 30.00'
 MEASURED DATA BASED ON FIELD SURVEY
 SURVEY DATA BASED ON 13 MAP PAGE 11 OF 1 C.D.A.
 RECEIPT PARCEL LINE
 ADJACENT PARCEL LINE
 BOUND OF WAY
 PLATTED EASEMENT RIGHT-OF-WAY LINE OF DEEDS, PAGE 876, 1 C.D.A.
 PLATTED EASEMENT RECEPTION KODJ-KODJONA, 1 C.D.A.
 CONTINUE
 NETWORK
 HORIZONTAL EASEMENT LINE
 SIDE OF ADJACENT
 RECEPTION PIPE
 AREA CONTINUED
 INTERPRETATION CONTINUED

SURVEYOR'S NOTES

- 1 THIS SURVEY WAS PERFORMED BY THE SURVEYOR/ENGINEER ASSIGNED WHOSE SIGNATURE IS AFFIXED TO THE SURVEY DURING THE MONTH OF MARCH OF THE YEAR 2023.
- 2 THIS SURVEY IS SUBJECT TO MODIFICATION AND FURTHER INVESTIGATION BY THE SURVEYOR/ENGINEER.
- 3 A & S 30.1 STATES THAT THE SEAL OF THE SURVEYOR/CERTIFYING A PROFESSIONAL ENGINEER OR PROFESSIONAL SURVEYOR IS REQUIRED TO BE AFFIXED TO THE SURVEY. THE SURVEYOR/ENGINEER HAS BEEN SUBJECT TO THE CERTIFICATION AND DOES NOT CONSTITUTE AN ENDORSEMENT OF THE SURVEY.
- 4 A DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THIS SURVEY WHO IS UNDER CONTRACT AT THE TIME OF THIS SURVEY THAT THE SURVEYOR/ENGINEER HAS NOT BEEN MADE AWARE OF OR IS NOT TRANSPARENT TO ADDITIONAL INSTITUTIONS OR INDIVIDUALS WHO MAY BE OWNERS OF THE PROPERTY. IT IS NOT SUGGESTED OR IMPLIED THAT THE SURVEYOR/ENGINEER IS NOT SUFFICIENTLY OWNERS WITHOUT THE PERMISSION OF THE RECORDING OFFICE.
- 5 THIS SURVEY IS ONLY VALID WHEN BEARING THE SEAL AND SIGNATURE OF THE SURVEYOR IN RESPONSIBLE CHARGE.
- 6 THE INTENT OF THIS SURVEY IS TO VERIFY THE BOUNDARIES OF THE PROPERTY WITHIN THE SURVEYED AREA. THE SURVEYOR/ENGINEER HAS A TITLE REPORT, THE CORPORATION AND THE RESTIGANT IN RESPONSIBLE CHARGE WHOSE SEAL IS AFFIXED HEREON AND THE RECORDING OFFICE HAS BEEN ADVISED THAT THE SURVEYOR/ENGINEER HAS HAD TO USE THE BEST OF THEIR JUDGMENT.
- 7 THE PROPERTY AS DEPICTED HEREON SHOULD BE CONSIDERED IN ACCORDANCE WITH THE RECORD. VARIOUS FINDS WERE FOUND IN NOTES HEREON.
- 8 THE BEARINGS AND DISTANCES AS REPORTED HEREON REFLECT THE INTENDED LOCATIONS OF THE PROPERTY MONUMENTS.



PROJECT INFORMATION

PROPERTY OWNER:
APPRAISALS PHOENIX & ESTATES, LLC
24908 NORTH 74TH AVE.
PEORIA, ARIZONA 85383

CLIENT:
HOME SMART, LLC
8388 EAST HARTFORD DRIVE, SUITE 100

ENGINEER/SURVEYOR:
GRANITE BASIN ENGINEERING, INC.
1981 COMMERCE CENTER CIRCLE, SUITE B
PRESCOTT, ARIZONA 86301
(928) 717-0171

SITE DATA:
ASSESSOR PARCEL NUMBER(S)
306-05-104C (14 AC ±)

ZONING NOTE:
OWN OF CHINO VALLEY ZONING INFORMATION
1. AGRICULTURAL/RESIDENTIAL - 5 ACRE MINIMUM

20 FOOT FRONT SETBACK
20 FOOT REAR SETBACK
20 FOOT SIDE SETBACK
20 FOOT ARTERIAL STREET SIDE SETBACK

FLOODPLAIN NOTE:
 EYED PROPERTY IS LOCATED WITHIN AN AREA
 DESIGNATION ZONE "X" BY THE SECRETARY OF HO

04025C1325G, WITH A DATE OF IDENTIFICATION OF SEPTEMBER 2, 2020 FOR COMMUNITY NUMBER 040098, IN YAVAPAI COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID SURVEYED PROPERTY IS SITUATED.

SEWAGE DISPOSAL
ON SITE PRIVATE SEPTIC

FIRE DISTRICT:
CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY

SCHOOL DISTRICT:
CHINO VALLEY UNIFIED SCHOOL DISTRICT #51

Basis of Bearings & Benchmarks

THE BASIS OF BEARING FOR THIS PROJECT IS N88°50'20"W, A DISTANCE OF 965.34 FEET ALONG THE SOUTH LINE OF THE SUBJECT PARCEL BETWEEN TWO 1/2" REBARS WITH MARKINGS RLS 27757

REFERENCE MARK	NORTHING	EASTING	ELEVATION(M)
RM 1	380424.04	135478.82	4598.81

SURVEYOR'S CERTIFICATE:

THOMAS A. LUZZO, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 33861 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF ARIZONA. I FURTHER CERTIFY THAT I HAVE PREPARED THIS PLAT FROM THE ORIGINAL FIELD NOTES MADE DURING A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND THAT THIS PLAT IS A TRUE AND ACCURATE MAP OF THE LAND SURVEYED AND WAS PERFORMED IN ACCORDANCE WITH THE ARIZONA MINIMUM STANDARDS FOR LAND SURVEY EFFECTIVE FEBRUARY 2002.



DATE	BY

[illegible]

	A	
	CH ₃ (OH)	
	A BrC	
	A SH	
HLM		
F		

☒	FOR REVIEW ONLY
☐	FOR BIC ONLY
☐	FOR APPROVAL
☐	FOR RECORDING
☐	FOR CONSTRUCTION
☐	FOR AS-BUILT ONLY

CONTACT: CHIEF, OFFICE A, MANAGEMENT, ADDRESS
AND PHONE NO. 12345 6789 1011 1213
www.example.com/management/officea

UNIT 100 256	V.C.O.B.
-----------------	----------

HOME SMART, LLC
101 WEST HARTFORD DRIVE
SCOTTSDALE, ARIZONA 85258



DATE	20014
DATE	06/20/20
VALUE	AS SHOWN
BUILD	CPUM
NAME	TOTAL
RECORD	TOTAL

1

ATTACHMENT D
STAFF RESEARCH

	STAFF RESEARCH – REZONE CASE #: Z-2023-04 CASE PLANNER: W. DINGEE
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PROJECT NARRATIVE: This is a request by Weston Gibson to rezone approximately 14 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1). Approximately 1,000 feet north of the intersection of N. Road 1 West and W. Road 4 North on the west side, Chino Valley, Arizona

I. PROJECT DATA

Project Location:	Approximately 1,000 feet north of the intersection of N. Road 1 West and W. Road 4 North on the west side, Chino Valley, Arizona
Parcel Number(s):	306-05-104C
Parcel Size(s):	609,840 sf
Total Acreage:	14 ACRES
Proposed Dwelling Units:	12
Address:	N/A
Applicant:	Westin Gibson w/Home Smart LLC
Applicant's Agent:	Westin Gibson w/Home Smart LLC
Land Use Conformity Matrix:	Conforms: Yes ☒ No ☐

Zoning Overlay	PAD	N/A	
	Existing Zoning	Use(s) on-site	General Plan Designation
Site	AR-5	Vacant	Medium Density Residential 2-acres or less
North	AR-5	Two Manufactured Homes (Result of Lot Splits)	Medium Density Residential 2-acres or less
South	AR-5	Vacant	Medium Density Residential 2-acres or less
East	SR-0.16/PAD	Vacant (Entitled for 409 Tiny Homes on 7,000 square foot lots)	Medium Density Residential 2-acres or less
West	AR-5	Vacant	Medium Density Residential 2-acres or less

Prior Cases or Related Actions:	PA-2023-29			
Type	Cases, Actions or Agreements			
Pre-Annexation Agreement	Yes	No	X	
Annexation	Yes	No	X	Original Town 9/21/1970
General Plan Amendment	Yes	No	X	
Development Agreement	Yes	No	X	
Rezone	Yes	No	X	
Subdivision	Yes	No	X	
Conditional Use Permit	Yes	No	X	
Pre-Application Meeting	Yes	No	X	

ATTACHMENT D
STAFF RESEARCH

Enforcement Actions	Yes	X	No		C2021593 – Tall Weeds
Land Division Status:	Yes		No	X	
Irrigation District:	N/A				

II. TOWN OF CHINO VALLEY GENERAL PLAN

Land Use Element:		
Land Use Designation:	MEDIUM DENSITY RESIDENTIAL	
Issues:	N/A	
Public Services Element:		
Water Facility Plan:	Source:	Proposed Well
Sewer Facility Plan:	Treatment:	Proposed Septic
Issues:	Town water and sewer are over two miles away	
Safety Element:		
Flood Plain Designation:	N/A	
Issues:	N/A	
Transportation Element:		
Road Classification	Arterial	
Issues:	N/A	
Parks and Rec Element:		
Closest Park:	Memory Park	
Within 1 mile of the Peavine Trail?	N/A	

NOTIFICATION

- **Legal Ad Published:** 8/08/23
- **300' Vicinity Mailing:** 07/17/23
- **Reviewing Agencies Noticed:** 07/19/23
- **Neighborhood Meeting:** 07/25/23
- **Hearing Dates:** P&Z 09/05/23 TC 9/26/23
- **Comments Due:** 07/31/23

<i>External List (Comments)</i>	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Samantha Alvarez – APS					
Richard Perez - A.D.O.T.					
-Ralph Baker – C.V.I.D.					
Darrell Tirpak - CAFMA					
Suzanne Ehrlich – YC ENV					
Monica Kriner – YC Health					
SparkLight Cable					
LUMEN (Previously Centurylink)					
Unisource Gas					
CVUSD					
United States Postal Service					
Mark Holmes – Water Advisor					
<i>Town of Chino Valley Internal List (Conditions)</i>	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Jessica Barragan – Senior Planner					
Will Dingee – Assistant Director (DS)	X			X	

ATTACHMENT D
STAFF RESEARCH

Laurie Lineberry – DS Director	X			X	
Frank Marbury – PW Director					
Steve Sullivan – Assistant Engineer (PW)	X			X	
Dan Trout – CBO (DS)					
Damon Stanley– Code Enforcement					
Chuck Winn – Chief of Police (Police)					

When recorded, return to:

Town Clerk
Town of Chino Valley
202 N. State Route 89
Chino Valley, Arizona 86323

ORDINANCE NO. 2023-937

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 14 ACRES OF REAL PROPERTY LOCATED ON THE WEST SIDE OF N ROAD 1 WEST APPROXIMATELY 1,000 FEET NORTH OF THE INTERSECTION OF N ROAD 1 WEST AND W ROAD 4 NORTH, FROM AGRICULTURAL RESIDENTIAL 5-ACRE MINIMUM (AR-5) TO SINGLE FAMILY RESIDENTIAL 1-ACRE MINIMUM (SR-1).

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) desires to amend the Town of Chino Valley (the “Town”) Official Zoning Map for approximately 14 acres of real property (Yavapai County Assessor Parcel No. 306-05-104C) located on the west side of N Road 1 West approximately 1,000 feet north of the intersection of N Road 1 West and W Road 4 North, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, both attached hereto and incorporated herein by reference, from Agricultural Residential 5-Acre Minimum (AR-5) to Single Family Residential 1-Acre Minimum (SR-1) (the “Zoning Map Amendment”); and

WHEREAS, the Town Council has determined that this Zoning Map Amendment conforms with the Town of Chino Valley General Plan and any applicable specific area plan, neighborhood plan, or other plan, any overlay zoning district, and the standards and design requirements contained in the Unified Development Ordinance of the Town of Chino Valley (the “UDO”); and

WHEREAS, all required public notice was provided, and all required public meetings and hearings were held, in accordance with applicable state and local laws; and

WHEREAS, the Town’s Planning and Zoning Commission recommended approval of the Zoning Map Amendment; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Constitution of Arizona, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance; and

WHEREAS, the Town Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Zoning Map Amendment is hereby approved, and the Official Zoning Map is hereby amended for property consisting of approximately 14 acres, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, to rezone the property from Agricultural Residential 5-Acre Minimum (AR-5) to Single Family Residential 1-Acre Minimum (SR-1), subject to the requirements of the Chino Valley Town Code, the UDO, and the following stipulations:

1. The property owner shall sign and notarize a Waiver of Claims form that the staff will record with the County Recorder against the property.
2. The owner shall deed-restrict development of the lots to site-built homes only.
3. The owner shall dedicate approximately 15' of additional right-of-way, for a total of 40' west of the east line of section 4 along North Road 1 West per the Town's Urban and Rural Roadways Map (Rural Section with Trail). The exact amount to be dedicated will be determined through a survey and subject to approval by the Town.
4. The owner shall improve the west half of North Road 1 West along the entire frontage of the property per the Town's Urban and Rural Roadways Map (Rural Section with Trail) as follows:
 - a. 12' minimum asphalt road half-width.
 - b. 5' paved shoulder, thickened edge.
 - c. Bar ditch.
 - d. 10' Trail.
5. The owner shall dedicate and improve internal streets (full-width) per UDO § 5.3.2, Table 5-1 (Rural Local Road), as follows:
 - a. 50' minimum right-of-way.
 - b. 24' asphalt road width.
 - c. 5' paved shoulder, thickened edge.
 - d. Bar ditch.
 - e. At street intersections, property line corners shall be rounded by circular arc having a minimum chamfer length of 35 feet for collector and arterial streets.
 - f. Cul-de-sac streets shall terminate in a circular right-of-way 60 feet in radius with a minimum improved traffic turning circle 48 feet in radius.

Section 3. Pursuant to ARIZ. REV. STAT. § 9-462.01(E), if the property is not developed within five years of the effective date of this ordinance, the Town Council may take legislative action to revert the zoning of the property to the prior zoning classification, Agricultural Residential 5-Acre Minimum (AR-5).

Section 4. The Town Manager is authorized and directed, upon the effective date of this ordinance, to cause the Official Zoning Map to reflect the Zoning Map Amendment as applicable to the property, indicating the zoning is subject to compliance with the stipulations provided herein.

Section 5. If any provision of this ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed

separate, distinct, and independent of all other provisions, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this ordinance.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 26th day of September 2023.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 2023-937 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on September 26, 2023, and that quorum was present, and that the vote thereon was ____ ayes and ____ nays and abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT 1
TO
ORDINANCE 2023-937

[Legal Description]

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF ABOVE SAID SECTION 4 AS SHOWN ON THE PLAT OF RECORD FOUND IN BOOK 173 OF LAND SURVEYS, PAGE 27, YAVAPAI COUNTY RECORDS;

THENCE NORTH 00°50'25" WEST, 25.03 FEET ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 4 TO A POINT ON THE NORTH LINE OF ROAD 4 NORTH MARKED WITH A FOUND ONE-HALF INCH REBAR WITH PLASTIC CAP STAMPED "RLS 19353";

THENCE NORTH 00°50'25" WEST, 2737.44 FEET ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 4 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ROAD 4 1/2 NORTH;

THENCE SOUTH 89°05'09" EAST, 2684.15 FEET ALONG SAID SOUTH LINE TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF ROAD 1 WEST MARKED WITH A ONE-HALF INCH REBAR;

THENCE SOUTH 01 °29'42" EAST, 1139.24 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A ONE-HALF INCH REBAR WITH PLASTIC CAP STAMPED "FAMAS RLS 27737" AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01 °29'42" EAST, 632.11 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A ONE-HALF INCH REBAR WITH PLASTIC CAP STAMPED "FAMAS RLS 27737";

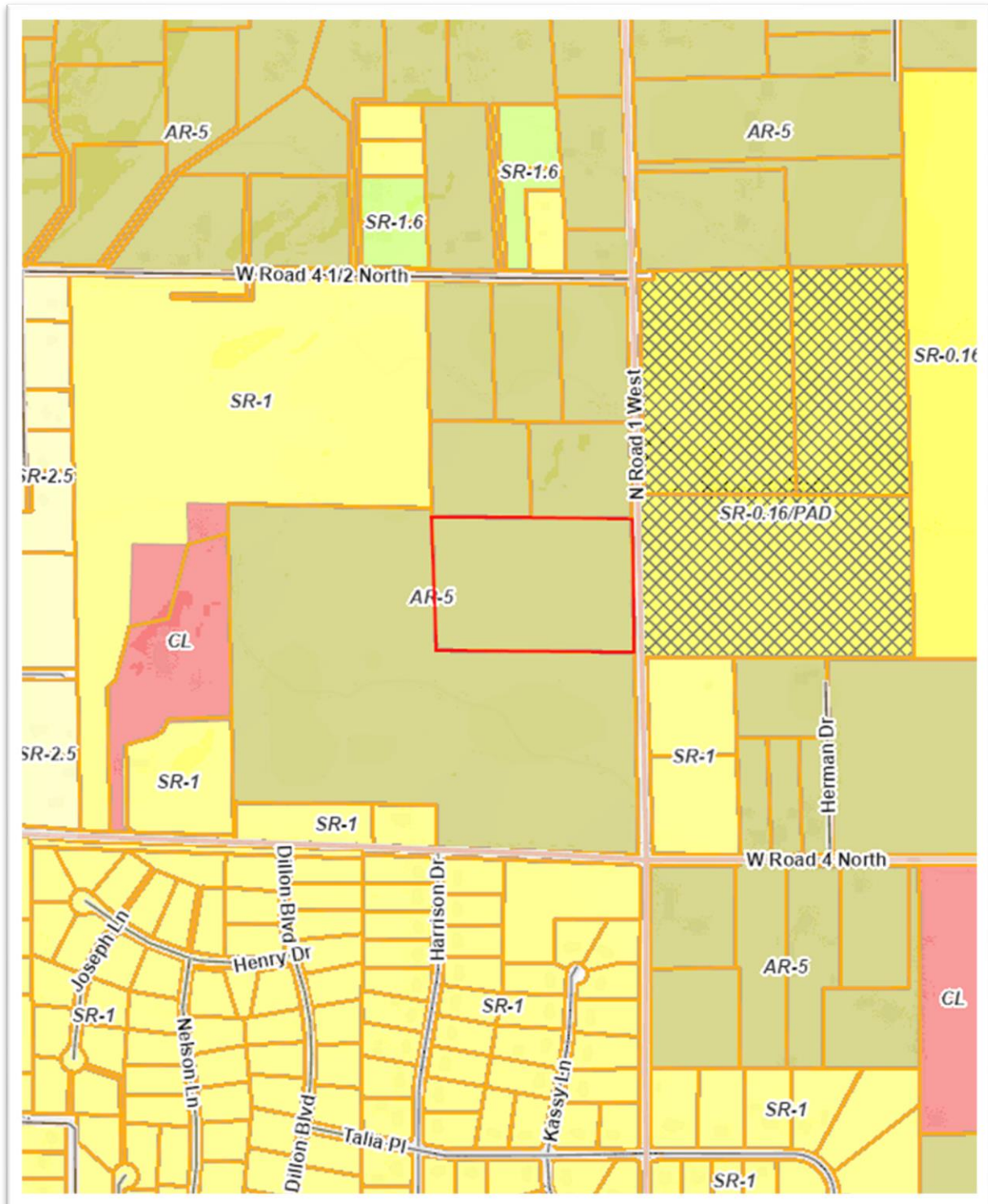
THENCE NORTH 89°05'09" WEST, 965.47 FEET TO A ONE-HALF INCH REBAR WITH PLASTIC CAP STAMPED "FAMAS RLS 27737";

THENCE NORTH 01 °32'23" WEST, 632.13 FEET TO A ONE-HALF INCH REBAR WITH PLASTIC CAP STAMPED "FAMAS RLS 27737";

THENCE SOUTH 89°05'09" EAST, 965.97 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT 2
TO
ORDINANCE 2023-937

[Zoning Map]





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

6. d.

Meeting Date: 09/26/2023
Contact Person: Frank Marbury, Public Works Director/Town Engineer
Department: Public Works
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve a Cooperative Purchasing Agreement with Sunland Asphalt and Construction, LLC., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

RECOMMENDED ACTION:

Approve the Cooperative Purchasing Agreement with Sunland Asphalt and Construction, LLC, for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

SITUATION AND ANALYSIS:

This is an indefinite quantity and indefinite delivery Agreement for job order contracting on public works/horizontal construction projects under the terms and conditions of the Prescott Contract and this Agreement. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, and (ii) establishing the terms and conditions by which the Contractor may provide the Town with construction materials and services.

Other Pertinent Documents Available Upon Request:

This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025, unless terminated as otherwise provided in this Agreement or the Prescott Contract (the "Term"). The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 21-78-5408
Available:
Funding Source:

Attachments

CPA Sunland Asphalt
JOC Sunland Asphalt

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SUNLAND ASPHALT AND CONSTRUCTION, LLC**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of _____, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Sunland Asphalt and Construction, LLC, an Arizona limited liability company (the “Contractor”). The Town and Contractor are the only parties to this Agreement; they are each individually a “Party,” and together they are the “Parties.”

RECITALS

A. After a competitive procurement process, the City of Prescott, Arizona (“Prescott”), entered into Contract No. 2023-212, dated June 13, 2023 (the “Prescott Contract”), for the Contractor to provide job order contracting services for public works/horizontal construction projects. A copy of the Prescott Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such materials and services under the Prescott Contract, at its discretion and with the agreement of the awarded Contractor.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with construction materials and services, as more particularly set forth in Section 2 below on an as-needed basis (the “Materials and Services”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025, unless terminated as otherwise provided in this Agreement or the Prescott Contract (the “Term”). The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for job order contracting on public works/horizontal construction projects under the terms and conditions of the Prescott Contract and this Agreement. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases

of such Materials and Services will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the Parties in a written invoice, quote, work order, job order, or other form of written agreement describing the work to be completed (each, a “Job Order”). Each Job Order shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Job Orders submitted without referencing this Agreement and the Prescott Contract will be subject to rejection. The Contractor acknowledges and agrees that Job Orders containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the “Unauthorized Conditions”), other than Town’s project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any Job Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Prescott Contract shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement or the Prescott Contract will be held at the Contractor’s risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel Job Orders within a reasonable period of time after issuance. Should a Job Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Job Order. The Town will not reimburse the Contractor for any costs incurred after receipt of the Town’s notice of cancellation, or for lost profits, shipment of product prior to issuance of a Job Order, or anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay the Contractor for the Materials and Services in the amounts set forth in each Job Order. The total compensation for the Materials and Services purchased under this Agreement shall not exceed \$500,000 for the entire Term of this Agreement.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Prescott Contract will be subject to rejection and may be returned.

5. Safety Plan. The Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Contractor’s sole determination, the Services to be provided do not require a safety plan, the Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, the Contractor’s and its subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Contractor’s and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments, or claims based on the Contractor’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Contractor pursuant to this Agreement. The Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the Contractor or its subcontractors reasonable advance notice of intended audits. The Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor’s or its subcontractor’s failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. To the extent applicable under ARIZ. REV. STAT. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a “boycott” of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

9. Conflict of Interest. The Town may cancel this Agreement pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, and any Town-approved Job Orders, the Prescott Contract, and invoices, the documents shall govern in that order.

13. Rights and Privileges. To the extent provided under the Prescott Contract, the Town shall be afforded all of the rights and privileges afforded to Prescott and shall be the "City" (as defined in the Prescott Contract) for the purposes of this Agreement.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Prescott to the extent provided under the Prescott Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town	Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323 Attn: Town Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to the Contractor:	Sunland Asphalt and Construction, LLC 3030 South 7 th Street Phoenix, Arizona 85040 alexnd@sunlandasphalt.com Attn: Alex DeClusin

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

“Contractor”

SUNLAND ASPHALT AND CONSTRUCTION
CONSTRUCTION, LLC, an Arizona limited
liability company

Jack W. Miller, Mayor

Alex DeClusin, Vice President

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SUNLAND ASPHALT AND CONSTRUCTION, LLC

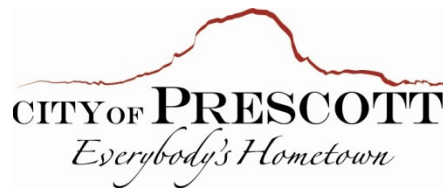
[Prescott Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SUNLAND ASPHALT AND CONSTRUCTION, LLC

[Job Orders]

See following pages (to be attached subsequent to execution).



Construction Contract

Job Order Contracting for Public Works / Horizontal Construction Projects

Contract No. 2023-212

THIS AGREEMENT made and entered into this 13th day of June 2023, by and between Sunland Asphalt and Construction, LLC. of the city of Phoenix, county of Maricopa, state of Arizona, hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds to be provided once a Job Order Amendment is presented, hereby agrees, for him/herself, his/her heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Job Order Contracting and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Request for Statement of Qualifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, and Addenda, as accepted by the Mayor and Council per Council Minutes of June 13, 2023, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The contract will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1. The value of these contracts will vary based on projected City needs, and available budget. The award of a contract is not a guarantee of work. There is no specific list of projects currently. The Contractor hereby agrees start and to fully complete within the time frame as given on the written notice to proceed for each project assigned.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Request for State of Qualifications, MAG Specifications and Details, City Supplement to MAG, and Special Provisions. The maximum cost per Job Order can be up to \$1,000,000.00 and the

maximum amount per fiscal year per contractor is \$3,000,000.00. Each Job will be awarded and a Job Order Amendment for each job will be sent out to get all the required documents. On each approved Job Order if the Contractor claims that any instructions involve additional/extra cost, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services / work. No such claim shall be valid unless so made. The Contractor shall do such additional/extra services/work upon receipt of an accepted Contract Amendment or other written order of the Director. In the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments shall be approved by the Director or any Contract Amendments over \$50,000 must also be approved by City Council.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's

compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum per MAG per project awarded with the amendment, per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum per MAG per project awarded with the amendment per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees, or any of the Contractor's subcontractors. In the event the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XII - BONDS:

- A. On or before the execution of the Job Order Amendment, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 34 222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications, and conditions herein. Such bond shall be solely for the protection of the City. A copy of this bond shall be filed with the Prescott City Clerk.
- B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of

claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.

- C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an “A” rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XIII – SUBCONTRACTORS:

- A. During performance of this Agreement, the Contractor may engage such additional subcontractors as may be required for the timely completion of the construction. The addition of any Subcontractors shall be subject to prior written approval by the City. In the event of sub-contracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the Contractor.
- B. The Contract Amount includes payment for any and all Services to be rendered by the Contractor or Subcontractors which the Contractor may employ for this Agreement. It is expressly agreed by and between the parties that the Contractor is solely responsible for all payment to such any other Contractors or Subcontractors retained by the Contractor. The Contractor agrees to indemnify and save harmless the City of Prescott 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 to pay for all labor performance and materials furnished for the performance of said project when completed.

ARTICLE XIV – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City’s option, be the basis for terminating the Contract.

ARTICLE XV – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XVI - MISCELLANEOUS:**A. Cooperative Use of Contract**

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

B. All pay applications need to have these items contract number, pay application number, dates of service and date submitted. They need to be submitted to the project manager for review. Once they review and sign off, they will submit to our accounts payable department for payment processing.**C. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.****D. Final Payment Acknowledgement to be signed by the contractor and sent in with the final pay application. This is to further certify that the project is completed to acceptable standards as defined in the plans and specifications per the Project Contract Agreement. Any changes to the plans have been noted on the Construction As-built Mylar Drawings certified by the Engineer of Record. The revised As-built Drawings have been delivered and approved by the Public Works department. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott.****E. Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties is to be signed and returned at the end of the two-year warranty period that is determined per the warranty letter sent out when the project has been completed.****F. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), A.R.S. §34-301, §34-302 & §34-321 or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.****G. In the event of default, neither party shall be liable for incidental, special, or consequential damages.****H. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:**

Public Works Director
City of Prescott
433 N. Virginia Street
Prescott, Arizona 86301

Sunland Asphalt and Construction, LLC
3030 S 7th Street
Phoenix AZ 85040
alexnd@sunlandasphalt.com

- I. This Agreement shall be construed under the laws of the State of Arizona.
- J. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- K. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- L. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- M. Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.
- N. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".
- O. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- P. Compliance with Federal and State Laws: All Services performed by the Contractor shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances, including, without limitations, those set forth on the attached Exhibit C, if applicable. The Contractor, at the Contractor's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. The Contractor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.
- Q. Nondiscrimination and Equal Employment Opportunity: The Contractor and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and

Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Contractor and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Contractor agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.

R. Employees on Public Works Construction Projects: E-Verify Requirements:

1. The Contractor shall comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, “Residence Requirements for Employees”, as amended.
2. Under the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its 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 referred to as “Contractor Immigration Warranty”). The Contractor further understands and acknowledges that:
 - a. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - b. The City retains the legal right to inspect the papers of any Contractor or Subcontractors’ employee to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any such inspections.
 - c. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the Subcontractors to ensure compliance with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.
 - d. Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with 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(A).
 - e. The provisions of this Article shall be included in any contract the Contractor enters with any and all of its Subcontractors who provide Services under this Agreement. “Services” are defined as furnishing labor, time, or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.

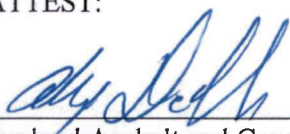
S. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott”, as that term is defined in A.R.S. § 35-393, of Israel.

- T. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 3. Any Contractor / subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

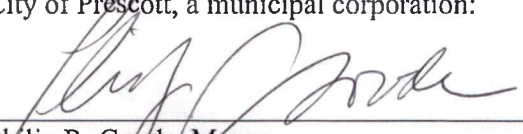
- U. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ATTEST:



Sunland Asphalt and Construction, LLC
(Authorized Signature)

City of Prescott, a municipal corporation:



Philip R. Goode, Mayor

By: Alex DeClusin
(Printed Name)

Title: Vice President

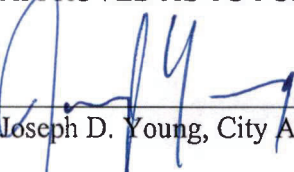
Email: alexnd@sunlandasphalt.com

ATTEST:



Sarah M. Siep, City Clerk

APPROVED AS TO FORM:



Joseph D. Young, City Attorney

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under 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 this Contract 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. Contractor is free to purchase such additional insurance as may be determined necessary.

ADDITIONAL INSURANCE REQUIREMENTS:

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott 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.

Additional Insured:

**City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND fandboperations@prescott-az.gov. The City contract number and project name/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. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

NOTICE OF CANCELLATION:

With the exception of a ten (10) day notice of cancellation for non-payment of premium, and changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

VERIFICATION OF COVERAGE:

Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required 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 this Contract and remain in effect for the duration of the project and warranty period as set forth in the warranty letter. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

MAG Specifications, Sections 103.1 through 103.8, including: Unless otherwise specifically required by the Special Conditions, the minimum limits of public liability and property damage liability shall be as follows:

1. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form –

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

• General Aggregate	\$ 3,000,000
• Products – Completed Operations Aggregate	\$ 3,000,000
• Personal and Advertising Injury	\$ 1,000,000
• Each Occurrence	\$ 1,000,000
• Fire Legal Liability (Damage to Rented Premises) (if applicable)	\$ 100,000

The policy shall be endorsed to include the following additional insured language:

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 1,000,000
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The policy shall be endorsed to include the following additional insured language:

“The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

Worker’s Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s 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 City of Prescott for losses arising from work performed by or on behalf of the Contractor.

Professional Liability (Errors and Omissions Liability) – *if applicable*

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

1. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.
2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

Such policy shall not exclude coverage for the following:

1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
3. Injury to or destruction of any property arising out of blasting or explosion.
4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Contractor's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).

The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE

HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS AND CERTIFICATION OF COMPLETION OF WARRANTIES

Project: _____

To the City of Prescott, Arizona:

1. This affidavit 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.

2. The Undersigned, for the consideration of \$ _____
(Total project price)

as set out in the final pay application, 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 Prescott 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 project.

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

(Authorized Signature)

By: _____

Title: _____

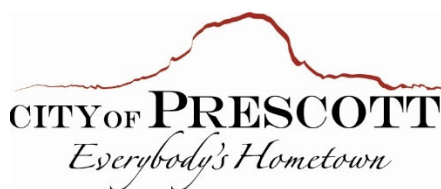
State of _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me by _____

this _____ day of _____, 20____.

Notary Public

Commission Expires



Government Funding Provisions

The Contractor and its Subcontractor shall comply with the following grant provisions, if applicable.

Applicable Laws

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

Federal Legislation

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42
- d. U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- g. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Coastal Zone Management Act, P.L. 93-205, as amended.
- j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- k. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- m. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- n. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq. 3-04-0015-045-2020
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands

- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 3-04-0015-045-2020
- i. 29 CFR Part 5 - Labor standards provision applicable to contracts covering Federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- j. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- k. 49 CFR Part 20 - New restrictions on lobbying.
- l. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- n. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- q. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- r. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.
- s. § 200.323 Procurement of recovered materials.
- t. 31 USC Ch. 38: Administrative Remedies for False Claims and Statements

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American

Unless otherwise approved in advance by the Federal Government (FAA, FEMA, or any other agency), the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

Ban on Texting While Driving

- a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - ii) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

Foreign Market Restrictions

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Non-Discrimination

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

- a) The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- b) Affirmative steps shall include:
 - i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Clean Air Act

Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps, or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Construction Contracts in excess of \$2,000 awarded by non-Federal entities.

Davis-Bacon Act, as amended ([40 U.S.C. 3141](#)–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141](#)–3144, and 3146–3148) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Employment of Mechanics and Laborers contracts in excess of \$100,000.00

Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701](#)–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



STATEMENT OF QUALIFICATIONS FOR JOB ORDER CONTRACTING FOR

PUBLIC WORKS/HORIZONTAL CONSTRUCTION PROJECTS

CONTRACT NUMBER: 23PW009

THURSDAY, MARCH 9, 2023 | 2:00 P.M.



SUBMITTED BY:
SUNLAND ASPHALT & CONSTRUCTION, LLC

March 9, 2023

City Clerk's Office
 201 S. Cortez Street
 Prescott, Arizona 86303

RE: SOQ FOR JOB ORDER CONTRACT: PUBLIC WORKS / HORIZONTAL CONSTRUCTION PROJECTS
CONTRACT NUMBER: 23PW009

Dear Members of the Selection Committee:

Sunland Asphalt & Construction, LLC. (Sunland) is pleased to submit our proposal for the Job Order Contract (JOC) for Public Works/ Horizontal Construction Projects for the City of Prescott. Throughout our submittal, you will see that Sunland has the experience, personnel and is committed to the City to execute this contract. The top reasons to consider Sunland for this JOC are:

As you will see in our submittal, Sunland has the JOC experience and highly qualified personnel to undertake the City's contract. Sunland excels in the following key JOC areas:

- **JOC PROJECT DELIVERY IS OUR SPECIALTY:** Sunland has completed **more than 550 JOC projects** totaling approximately **\$80 million in the last five years**. Nearly 40% of our work is executed in this delivery method. The JOC format allows us to provide the high-level customer service with efficiency to meet any schedule or budget.
- **PARTNERING WITH AN EXPERIENCED TEAM:** We have proposed an experienced team, who have all worked together on multiple JOC's with projects of similar size and scope to the Transportation Construction Services JOC. Sunland has received **seven Arizona Transportation Partnering Excellence Awards since 2014**, proving our proposed team works well together and solidifying our commitment to partnering with the City of Prescott.
- **SAFETY IS OUR FOUNDATION:** Sunland has worked diligently on its company safety program. **Today, our EMOD is at 0.57** and is trending downward. This exemplifies our dedication to sustaining a safe work site and commitment to ensuring the traveling public, our employees and project stakeholders return home safely every day.

We look forward to continuing our already strong working relationship with the City of Prescott and have the proven experience to execute this contract. I will serve as Sunland's Vice President for this contract and can be reached at 480.221.0071 or by e-mail at alexd@sunlandasphalt.com.

We welcome the opportunity to discuss our qualifications and answer any questions you may have. Thank you for your consideration.

Sincerely,

Alex DeClusin
 Vice President
 Sunland Asphalt & Construction, LLC

1. BRIEF OVERVIEW OF THE CONTRACTOR AND LEGAL ORGANIZATION OF THE COMPANY

Since 1979, Sunland Asphalt & Construction, LLC. (Sunland) has grown from its roots as an asphalt maintenance company into a full-service general contractor, performing road construction and transportation improvement projects throughout the United States. With annual revenues exceeding \$400 million, Sunland currently employs over 800 employees, of which approximately 600 are local in Arizona.

Sunland prides itself on its customer service, providing our customers with excellent project management and high-quality execution to meet the most demanding schedules while staying on budget. To do so, we have built the most diversified in-house construction operations in Arizona. Our in-house self-performance capabilities align with the project scope of the City of Prescott JOC and include the following services:

- Paving
- Patching
- Rehabilitation & Rejuvenation
- Earthwork & Grading
- Excavation
- Water, Sewer, Drainage
- Concrete Work
- Demolition

For those services we do not self-perform, we partner with the most experienced subcontractors in the state. Services performed by subcontractors include:

- Striping
- Signage
- Electrical & Lighting
- Landscaping
- Traffic control
- Off-duty officers

2. APPLICABLE LICENSES HELD

Sunland holds the following licenses from Arizona's Registrar of Contractors as a firm.

- 111922 A General Engineering
- 0951189 R-13 Residential Asphalt Paving

3. IDENTIFY THE LOCATION OF THE CONTRACTOR'S PRINCIPAL OFFICE AND LOCAL OFFICE

The Principal Office Location is at 1625 East Northern Avenue, Phoenix, AZ 85020, and the Project Team will conduct business out of the Phoenix Office at 3030 South 7th Street, Phoenix, AZ 85040.

» WHY SUNLAND?

- **SUNLAND HAS COMPLETED MORE THAN 550 JOC PROJECTS TOTALING \$80 MILLION IN THE LAST 5 YEARS.**
- **SUNLAND EMBRACES PARTNERING AND HAS RECEIVED 7 AZ TRANSPORTATION PARTNERING EXCELLENCE AWARDS.**
- **OUR TEAM HAS 104 YEARS OF COMBINED INDUSTRY EXPERIENCE AND HAS WORKED TOGETHER ON SEVERAL JOC'S.**
- **SAFETY IS OUR FOUNDATION AND OUR EMOD IS 0.57.**



CITY OF PHOENIX PAVING



A key element to successful partnerships is the availability and accessibility of selected Contractors to City staff and local citizens. Contractors must demonstrate that the necessary personnel are available within a reasonable time to attend meetings, conduct field investigations and complete other local services as may be required.

1. DEMONSTRATE UNDERSTANDING OF THE PURPOSE AND SCOPE

Sunland has been awarded a number of JOC and On-Call service contracts. We not only understand the scope of the projects and opportunities we pursue but we understand the purpose and goal of these projects and contracts. Sunland has the labor, equipment, material supply and management to perform, execute and exceed the City's expectations on all projects. We expect our team to be safe, responsive and communicate all the details from start to finish of each Job Order Project. We understand the JOC process, but we also understand the partnership needed. As your partners, we will communicate together the needs and requirements of the City. Whether it is an emergency project, or a project we need to spend time on during a pre-construction phase to help the team design and plan for construction. Sunland will continue that partnership with Prescott so when you need a project or repair completed now, we can have a plan to Mobilize as soon as you make the call. Our communication and response time is what sets us apart from the others. We look forward to continuing the relationship between Sunland Asphalt and the City of Prescott for many more years on this JOC and many more projects in the future.

2. DEMONSTRATE YEARS OF EXPERIENCE, SPECIFIC TECHNICAL CAPABILITIES, AND QUALIFICATIONS

For over 43 years, our approach for all of our clients is rooted in our company's CORE values which include Customer Focus, Ownership, Relationships, Ethics and Safety. It is our unwavering commitment to carrying out these values in each and every aspect of our projects that allows us to successfully complete the most challenging projects. Our mission is simple; we do what we say we'll do, when we say we'll do it.

COLLABORATION

As one of the most trusted local general contractors in Arizona, Sunland has built strong partnerships with owners and subcontractors. We understand that teamwork is vital to project success and requires every entity to work together to achieve results. Sunland essentials to a great partnership include:



COMMUNICATION

We believe in prompt communication and will address a question or concern in a timely manner via phone, e-mail, or meeting in person.



TRANSPARENCY

We complete every one of our projects with an open book approach, the city will have up to date and timely information regarding budget and schedule.



COORDINATION

We will coordinate internal meetings between the city, stakeholders, and the public to disseminate timely and accurate notifications to surrounding residents and businesses that may be affected by construction.

PLANNING

Proper planning is essential on any project to ensure a successful project that is delivered on-time, on-budget with a positive team experience. At this stage of the project, Sunland will conduct a kick-off meeting to review the project scope, identify goals, potential risks, and set the stage for an open line of communication between the owner, project stakeholders and the Sunland team. During the project planning phase, Sunland creates a comprehensive action item list detailing the task descriptions, assigning

ESTIMATING

Once the project scope has been clearly identified, Sunland will assemble a detailed cost estimate in our B2W Estimating Software System. Once an estimate has been assembled, Sunland will utilize a bid review team to analyze the estimate to make sure that it is accurate and competitive. It is during the bid review that Sunland also evaluates potential value engineering options that may enhance the project.



CITY OF PRESCOTT CMAR



PROJECT SCHEDULING

Sunland will work cooperatively with the owner to develop a project schedule that is beneficial for all involved. Sunland will create a project schedule in Microsoft Project utilizing the Critical Path Method. The project schedule is integrated into the company's master schedule and tracked daily. A detailed two-week look ahead is assembled and reviewed on a weekly basis to track job progress and ensure that project goals and milestones are being met.

Project schedules can change on a daily basis requiring complete flexibility. Our team is equipped with the resources necessary to serve the owner quickly and efficiently.

CONSTRUCTION SAFETY

Safety is one of our CORE values and is ingrained in our company culture. We are committed to ensuring each employee returns home safely at the end of the day and providing our customers with the peace of mind that their projects are completed safely. Today, our EMOD is at 0.57.

At Sunland, our focus is to Zero in on Zero Accidents. We focus on preventing accidents through the use of project specific safety plans, pre-task planning, and weekly safety meetings. Our employees also take an active role in training and development. Our in-house safety training programs equip our teams with the knowledge they need to zero in on safety. Sunland's Safety Program: The development and implementation of our safety program is overseen by our Vice President of Risk Management, Joe Zaleski, CHST, CRIS.

KEY FEATURES OF SUNLAND'S SAFETY PROGRAM

EMPLOYEE ORIENTATION

- All employees complete their first round of safety training in employee orientation before they set foot on-site.

SAFETY TRAINING

- All employees are required to maintain appropriate training certifications, which are monthly throughout the year, i.e. competent person, fall protection, forklift operator, rigging, excavation/shoring, etc.

PRE-TASK PLANS (PTP)

- Prior to the start of shift, each crew completes a PTP form detailing the hazards associated with the day's work and addresses the precautions and personal protective equipment (PPE) required to manage the risks.

SAFETY MEETINGS

- Weekly Tailgate Meetings – Safety topics of the week are discussed for ongoing training and awareness of all team members on-site.
- Monthly Safety Committee - Safety topics, processes and procedures are discussed monthly. Attendees range from executive management to the crews in the field.

PROJECT SAFETY AUDITS

- Random audits/site visits are performed by Sunland's Corporate Safety department.

CRITICAL BEHAVIOR OBSERVATIONS/RECOGNITION (CBO)

- This empowers each Sunland employee to correct unsafe behavior, regardless of their position in the company. Rewards and recognition are given to those who complete a minimum number of CBO's and submit paperwork to the Safety department.

SUBSTANCE ABUSE TESTING

- Pre-employment, random, reasonable suspicion, and post-accident.

**SUNLAND'S
CURRENT EMOD IS 0.57**



MANAGING CONSTRUCTION

Sunland utilizes Viewpoint Job Management System to manage our construction daily. The system allows us to keep detailed daily notes on job working conditions and record any issues that may occur on the project. Weekly work in progress meetings are conducted internally and externally to evaluate key project factors including job schedule and budget. We maintain an all hands-on deck approach throughout the project which allows us to maximize communication and utilize each team members unique skill sets to construct the project successfully.

QUALITY CONTROL

From the onset of each project, it is imperative that each project be executed to the highest quality. Our quality program is based on:

- Accountability of all team members
- Detailed work plans for all operations
- Quality and workmanship inspections

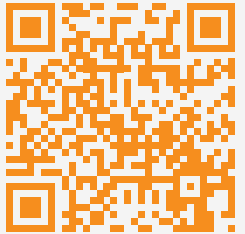
Sunland will examine the technical specifications, identify, address, and mitigate any issues or concerns prior to the beginning of the project.

During construction, our Superintendent will be on-site to ensure the project is completed to technical specifications. We will review the project progress daily. If for any reason issues arise, Sunland will address them immediately. If required by this contract, Sunland will partner with a reputable quality control firm to ensure our work meets and/or exceeds quality control specifications required by the City of Prescott.





**SCAN TO SEE
RICK RISNER
DISCUSS THIS
PROJECT**



TOWN OF GILBERT PAVING



3. LIST OF COMPARABLE PROJECTS WITH WORK PERFORMED AND REFERENCE INFORMATION

City of Phoenix Transportation Department Mill and Overlay Pavement Maintenance Program Job Order (Contract #151353)

Description of the Project: This JOC consists of arterial, major collector, and residential pavement overlay. Other services include crack seal, slurry seal, microseal, sealcoating, fractured asphalt surface treatment, scrub sealing, and fog sealing. Additional items include full width milling, edge milling, tack coat, blotter material, utility lowering and adjustments, construction management, project notifications/hotline, traffic control, and off-duty police officers.

Client Name & Contact Info: City of Phoenix - Rick Evans – Project Manager (602) 717-9544

Award Date: 12/18/2019 – 12/18/2022; option to extend an additional 24 months

Construction Cost: \$90,000,000; option to add an additional \$60,000,000

Status of Completion: Ongoing

Estimated Completion Date: Ongoing



City of Prescott CMAR-FY21 Pavement Preservation (Project #CIP20-012)

Description of the Project: Iron Springs Road and Williamson Valley Road CMAR project included micro milling, hot asphalt rubber chip seal, PMM sealcoat, various pavement repairs, manhole and water valve grade adjustments, and striping. Other services included, community outreach, traffic control, off-duty officers.

Client Name & Contact Info: City of Prescott - Tim Sherwood – Capital Program Manager (tim.sherwood@prescott-az.gov)

Award Date: 5/3/2021

Construction Cost: \$1,152,683.87

Status of Completion: Complete

Completion Date: 8/30/2021





Maricopa County Roadway Construction, Stabilization, Paving, and Traffic Calming Services (Contract #2022-003,004,005,006,007)

Description of the Project: Supplying all labor, material, and equipment to provide roadway construction, stabilization, paving, and traffic calming services for roadway appurtenances throughout Maricopa County. Additional services include, provide construction services for various projects, including required labor (including subcontractors), materials, equipment, and related services for remodeling, renovations, tenant improvements, and additions, including sitework, installation of water, sewer, or other utility extensions.

Client Name & Contact Info: Maricopa County - Leon Adair –Senior Engineer Associate/Project Manager (602) 723-5813

Award Date: 9/1/2021 – 9/1/2026

Construction Cost: \$25,000,000

Status of Completion: Ongoing

Estimated Completion Date: Ongoing



4. NAMES AND LOCATIONS OF THE KEY PERSONNEL PROPOSED FOR DELIVERING SERVICES



ALEX DECLUSIN
Vice President

*** = Key Personnel**

RICK RISNER
Project Director

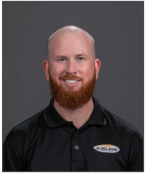
NATE GORROCINO
Pre-Construction Director

MICHAEL LUCARELLI*
Project Manager

KENNY WELLS*
Project Superintendent



When not onsite, the project team will conduct business out of Sunland's Phoenix Office at 3030 South 7th Street, Phoenix, AZ 85040.



ALEX DECLUSIN

Vice President

Industry Tenure 22 Years

Sunland Tenure 22 Years

Alex DeClusin is the Vice President for Sunland Asphalt & Construction, LLC. He attended Arizona State University's Del E. Webb School of Construction and has over 20 years of Sunland experience. Alex has held many positions including Laborer, Estimator, Project Consultant, Project Manager and Regional Sales Manager. Alex is an active participant in the Building Owners and Managers Association (BOMA), Community Associations Institute (CAI), and the Associated General Contractors of America (AGC). As Vice President, Alex will manage any issue escalation and support the project team from start to finish on all projects.



RICK RISNER

Project Director

Industry Tenure 19 Years

Sunland Tenure 12 Years

Rick Risner has been involved in project startup, coordination, and management of various heavy highway projects statewide. Rick has project experience with the Arizona Department of Transportation (ADOT), Maricopa County Department of Transportation (MCDOT), and the City of Prescott as well as Apache Junction, Town of Gilbert, Phoenix, Scottsdale, Tempe, and Yavapai county. Rick will serve as the main point of contact during the preconstruction phase and lead Sunland's preconstruction effort to ensure a smooth transition to construction.



NATE GORROCINO

Pre-Construction Director

Industry Tenure 12 Years

Sunland Tenure 09 Years

Nate Gorrocino has more than 9 years of construction experience and has been integrally involved in project management and estimating for a multitude of projects in both the public and private markets. He has worked on projects involving traditional hard bid and alternative delivery procurement methods with several agencies including the ADOT as well as various counties and municipalities throughout the state. Nate is currently a faculty associate at the ASU Del E. Webb School of Construction where he earned his Bachelor of Science degree in Construction Management. As the Pre-Construction Director, Nate will lead the estimating effort and be directly engaged in all project cost estimating. He will develop budgets, estimates, value engineering, and system analysis for the project throughout the preconstruction phase as well as support the team during the construction phase.



MICHAEL LUCARELLI

Project Manager

Industry Tenure 07 Years

Sunland Tenure 07 Years

Michael Lucarelli graduated from Arizona State University with a Bachelor of Science in Construction Management. He has more than 5 years of construction experience. Michael started off as an intern with Sunland and then worked as a Project Engineer. Michael has a multitude of certifications including OSHA 30, Maricopa County Dust 310, Erosion Control Coordinator, and CPR. In his tenure with Sunland, Michael has worked across the state of Arizona with agencies such as City of Prescott, ADOT, City of Show Low, Town of Holbrook, City of Kingman, Pima County, City of Tucson, and others. As Project Manager, Michael will be responsible for supervising all field operations, including providing technical information to the project team, overseeing subcontractors and making sure the project is executed on time and on budget.



KENNY WELLS

Project Superintendent

Industry Tenure 44 Years

Sunland Tenure 05 Years

Kenny's passion for his work is displayed in the quality of work he produces and extends to his crew. He started as an asphalt laborer and has worked his way up during his 40 year industry tenure to a General Superintendent. Kenny has worked with multiple agencies including ADOT, MCDOT and surrounding Cities and Towns. As the General Superintendent, Kenny will supervise all aspects of the field operations. He will oversee all field personnel and equipment, be responsible for daily record keeping, insuring safety compliance and project clean up.

THE SUNLAND TEAM HAS OVER

104

YEARS OF COMBINED INDUSTRY EXPERIENCE



The Contractors hired by the City must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.

1. EXPLAIN WHY YOUR COMPANY IS PARTICULARLY QUALIFIED TO PERFORM THE REQUIRED SERVICES IN THE PRESCOTT AREA. DEMONSTRATE THE CONTRACTOR'S KNOWLEDGE OF LOCAL GEOLOGY, CLIMATE PRACTICES, RULES, REGULATIONS, AND PROCEDURES AS THEY RELATE TO THE CONSTRUCTION SERVICES

Over the last 15 years, Sunland has excelled on projects with shorter than normal weather work windows, higher elevation locations and other geologically challenged projects. Sunland understands the focus and planning needed to meet and exceed specifications and the importance of those specifications for long lasting quality work. In our experience, we have completed numerous projects within high elevation and cold temperature regions. The importance of planning is paramount for Sunland to be able to produce a quality project, completed during the best possible conditions without compromising on specifications, safety, or quality. Sunland has completed projects all over the state of Arizona and understands the seasons and the right time to be working, especially around the Prescott region. Our experience will ensure we plan, schedule, and execute all work during the specified temperature requirements and when needed, our team can help to figure out the best possible means and methods along with proper material selection to complete the work right the first time. Prescott sits around 5300'+ in elevation and from our past experience we will have the best opportunity between the months of April to September annually to produce the majority of the projects without compromising quality or missing critical deadlines per material specification windows. Sunland also understands the environmental standards and specifications required to not only comply but to protect the surrounding areas outside of the work zone. Sunland Asphalt takes pride in keeping a clean jobsite for safety, aesthetics and to show you that we care, and you made the right choice in selecting Sunland to help invest in the City of Prescott.



CITY OF PRESCOTT CMAR



3. SPECIFIC EXPERIENCE OF THE CONTRACTOR WITH ARIZONA.

* = no change orders

	TIME PERIOD	TOTAL CONTRACT AMOUNT	# OF JOB ORDERS	VALUE
MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION				
Roadway Stabilization and Paving Services - Contract #'s 2013-024 and 2013-025*	12/2013-12/2016	\$3M Annually, \$9M Total	85	\$20,000 - \$850,000
Roadway Stabilization and Paving Services - Contract #'s 2013-027, 2013-028, and 2013-029*	3/2014-3/2017	\$3M Annually, \$9M Total	10	\$50,000 - \$475,000
Paving Resurfacing and Related Work to Alleys and Parking Lots – Contract # 210166-S*	5/2021-5/2023	TBD	0	\$5,000 - \$500,000
CITY OF PHOENIX STREET TRANSPORTATION DEPARTMENT				
Crack Seal and Preservative Treatment Program; Contract # 141601 (Streets Trans.)*	10/2015-10/2020	\$9M for 3 Years, \$15M for 5 Years	10	\$100,000 - \$1.5M
General Construction Services JOC, Contract #145063 (Streets Trans. Dept.)*	9/2017-9/2020	\$4M Annually, \$20M Total	14	\$100,000 - \$2M
Right-of-Way Pavement Restoration Services - Contract #145427 (Streets Trans. Dept.)*	6/2017-6/2022	\$30M for 3 Years, \$50M for 5 Years	25	\$100,000 - \$4M
Pavement Restoration Services – Contract #148534 (Water Services Dept.)*	11/2018-11/2021	\$13.5M for 3 Years	7	\$1.5M - \$2M
Mill & Overlay Pavement Maintenance Program – Contract #151353 (Streets Trans.)*	3/2020-3/2023	\$90M - \$150M for 5 Years	8	\$2M - \$4M
Asphalt & Striping Services – Contract #153566 (Public Works Dept.)*	12/2020-12/2025	TBD	15	\$1,500 - \$100,000
CITY OF TEMPE				
Paving and Resurfacing of Streets and City Facilities; Contract # C2011-183*	1/2012-1/2015	\$2M Annually, \$6M Total	7	\$20,000 - \$825,000
Paving and Resurfacing of Streets and City Facilities; Contract # C2015-30*	3/2015-3/2018	\$4M Annually, \$12M Total	2	\$20,000 - \$50,000
Paving and Resurfacing of Streets and City Facilities; Contract #C2020-60*	2/2020-2/2025	\$5M Maximum for 5 Years	1	\$50,000 - \$1M
CITY OF BUCKEYE				
Street Maintenance JOC, Contract # 2012- 025*	1/2014-1/2019	\$3M Annually, \$15M Total	2	\$400,000 - \$600,000
Street Maintenance Services, Contract #2019-005*	3/2019-3/2024	\$3M Annually, \$15M Total	1	\$400,000 - \$600,000
PIMA COUNTY				
Job Order Master Agreement for Paving Services, Contract # MA-PO-17-208*	4/2017-4/2022	\$1.5M Annually, \$7.5M Total	0	\$1M - \$1.5M
Paving Services for Pima County Public Works and Natural Resources, Parks and Recreation; Contract # MA-PO-14_348*	4/2014-4/2017	\$1.5M Annually, \$4.5M Total	10	\$10,000- \$100,000
Pavement Repair & Preservation Services – Contract #20-041*	10/2019 – 10/2024	\$4M Annually, \$20M for 5 Years	5	\$1M - \$1.5M
ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT)				
Asphalt Milling and Replacement Services - Statewide; Contract # DT12-010315*	9/2010-2/2016	\$4M Annually, \$20M Total	200+	\$10,000 - \$1.5M
Asphalt Milling and Replacement Services - Statewide, Contract # ADOT16-131761*	5/2016-5/2021	\$4M Annually, \$20M Total	50+	\$50,000 - \$1.6M
On Call Milling and Asphalt Replacement Services; Contract # CTR050389*	6/2020-6/2025	\$4M Annually, \$20M Total	4	\$50,000 - \$1.5M
CITY OF TUCSON				
Roadway Repair and Maintenance, Contract # 171650-05*	4/2017-4/2022	\$1M Annually, \$5M Total	0	0
TOWN OF GILBERT JOC				
Streets Transportation Construction Services Contract No. 3190010585*	5/2019–5/2024	5 million Annually, \$25 million for 5 years	36	\$50,000 - \$1 M



3. SPECIFIC EXPERIENCE OF THE CONTRACTOR WITH THE CITY OF PRESCOTT.

Sunland and the JOC Team advertised for this City of Prescott JOC – RSOQ have completed over 10 projects in the last 3-4 years within the City of Prescott and surrounding region. Our proven experience has helped complete every project on-time and within budget for not only the City of Prescott but for surrounding agencies like ADOT, Chino Valley, Sedona, and Flagstaff. Sunland Asphalt has specific experience on projects like FY19 Gail Gardner, where we completed the project at night to help minimize impacts on the traveling public, local businesses, and stakeholders. On the Iron Springs and Williamson Valley CMAR project, Sunland was able to schedule most of the work during off-peak directional traffic flows and helped maintain full access to the Granite Mountain Middle school and the Abia Judd Elementary school located on Williamson Valley Rd. Sunland crews and this JOC Team also worked on the SR89 (Phippen Trail to Willow Lake Rd) project where we helped reconstruct sections of the SR89 base failures prior to completing the milling and paving portion of the project during nights and weekends. Local suppliers and subcontractor relationships are very important to Sunland, and we have relationships with Vulcan Materials, Martin Marrietta, Trafficade Services, Traffic Safety Inc. and others to ensure safety, quality and professional execution of all projects.

**SUNLAND HAS
COMPLETED OVER
10 PROJECTS
WITHIN THE CITY OF PRESCOTT
AND THE SURROUNDING
REGION IN THE LAST FOUR
YEARS.**



CITY OF PRESCOTT CMAR





3030 S. 7th Street, Phoenix, AZ 85040
602-323-2800 | sunlandasphalt.com



Request for Statement of Qualifications

For

Job Order Contracting for Public Works / Horizontal Construction Projects

MAYOR AND COUNCIL:

Phil Goode, Mayor
Connie Cantelme, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member
Steve Sischka, Council Member
Clark Tenney, Council Member

CITY CLERK:

Sarah M. Siep

PUBLIC WORKS DEPUTY DIRECTOR:

Gwen Rowitsch

Request for Statement of Qualifications

Job Order Contracting for Public Works / Horizontal Construction Projects

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons or contractors to provide a Request for Statement of Qualification (RSOQ) for Job Order Contracting on Horizontal Construction Projects. Only contractors capable of providing the requested services will receive consideration.

NON-MANDATORY PRE-SUBMITTAL CONFERENCE: February 15, 2023, at 9:00am, City of Prescott Public Works Conference Room at 433 N Virginia Street, Prescott AZ 86301. There will be an optional online Microsoft Teams meeting, please refer to the city website bid listing for further information.

BID OPENING: Thursday, March 9, 2023, at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott, Arizona 86303.

In accordance with local and State law, sealed RSOQs will be received by the Office of the City Clerk at 201 S. Cortez Street, Prescott, Arizona 86303, until 2:00pm on the date specified above, for the services specified herein. Statements will be opened and read aloud at the above noted date, time, and location. Any submittals received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all submittals, and waive any informality deemed in the best interest of the City and to reject the submittals of any persons who have been delinquent or unfaithful in any contract with the City.

Copies of the Request for Statement of Qualifications and Contract Documents are available free of charge on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: February 5 & 12, 2023

Request for Statement of Qualifications

Job Order Contracting for Public Works / Horizontal Construction Projects

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I. GENERAL INFORMATION

The City of Prescott (hereinafter “City”) invites interested and qualified persons or contractors (hereinafter “Contractors”) to submit a written Request for Statement of Qualifications (RSOQ) for Job Order Contracting on Horizontal Construction Projects. Only contractors capable of providing the requested services will receive consideration.

Contracts shall be awarded based on demonstrated competence and qualifications pursuant to ARS § 34-604, MAG Uniform Standard Specification for Public Works, City of Prescott Mag Supplement rev 02-14-2019, Buy American Build America, WIFA and Grant requirements.

All contracts awarded will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1. The value of these contracts will vary based on projected City needs, and available budget. Contracts may be awarded to multiple Contractors, although selection and award of a contract is not a guarantee of work. There currently is no specific list of projects.

To be eligible for consideration, contractors must submit a single RSOQ demonstrating appropriate competence, qualifications, and relevant experience.

The City will apply a one-step process to select the successful contractors under this procurement. The one-step process will involve review and evaluation of the RSOQ to establish a final list. The final list will consist of not less than three (3), depending on submissions but no more than eight (8) of the highest ranked contractors. As project needs arise, contractors from this list may be contacted to determine interest and availability for specific tasks. The final list will remain in effect until June 30, 2025, pursuant to ARS § 34-605. G.1.

A. DESCRIPTION OF WORK

The City periodically has a need for horizontal construction projects as identified by Staff. Projects may include, but are not limited to, new construction, and building and infrastructure renovations for horizontal construction. "Horizontal Construction" means construction of highways, roads, streets, bridges, canals, floodways, earthen dams, landfills, light rail and airport runways, taxiways, and aprons.

Additional Horizontal Construction Examples:

Infrastructure & Transit – Roads and Bridges

Power & Communication – Transmission facilities, electrical lines, and fiber optics

Subterranean- pipelines, sewer, and waterlines

A Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Contractor will perform an ongoing series of individual projects (Job Orders) at different locations, often simultaneously, throughout the City. A Scope of Work for each Job Order discipline may be provided by the City to a number of contractors to solicit competitive price proposals. The actual assignment of projects may vary, and no guarantee is made as to the quantity of work to be awarded.

The maximum amount per Job Order can be up to one million dollars (\$1,000,000.00) with an annual cap (City of Prescott Fiscal Year July 1 – June 30) per Contractor of three million dollars (\$3,000,000.00).

Contractor agrees to perform any or all (but not limited to) the following services which will be specifically enumerated on individual JOC Construction Contracts and amendments to this contract:

- Roadway Grading, Paving, Patching, Rehabilitation and Rejuvenation
- Water, Sewer, and Drainage
- Curbs and Sidewalks
- Excavating
- Repairs
- Striping
- Concrete work
- Sign placement
- Electrical & Lighting
- Landscaping
- Demolition

Construction services covered by the JOC will include, but are not limited to the following:

- Provide preconstruction services.
- Serve as the general contractor during construction.
- Coordinate and manage subcontractors during construction.
- Coordinate with all utilities.
- Attend public meetings and issue notifications (when required).
- Arrange for procurement of materials and equipment.
- Schedule and manage site operations.
- Continue use of a collaborative process.
- Provide quality controls.
- Bond and insure the construction.
- Comply with all federal, state, and local permitting requirements.
- Acquire all applicable permits.
- Maintain a safe work site for all project participants.
- Commissioning.
- Prepare and provide record drawings (when required).
- Provide operations and maintenance manuals (when required).

All work performed by the contractor shall meet all applicable federal, state, and local codes and the Contractor shall be required to obtain all required permits and inspections.

For all of City's projects, the following order of precedence shall govern:

- Special Provisions.
- Construction Plans and Addenda.
- General Provisions and MAG Revisions.
- MAG Standards and Specifications.
- ADOT Standards and Specifications.
- FHWA Manual of Uniform Traffic Control Devices.

The Contractor may be required to attend a scoping meeting for each project and be prepared to discuss the following topics:

- The general scope of the work.
- Applicable designs or sets of plans that guide the project.

- Methods and alternatives for accomplishing the work and value engineering.
- Access to the site and protocol for admission / access.
- Hours of construction operation.
- Staging area.
- Specific quality requirements for equipment and material.
- Requirements for catalog cuts, technical data, samples, shop drawings and incidental design.
- The presence of hazardous materials.
- Temporary services and shutoffs.
- Safety issues / concerns and procedures.
- Construction duration.
- Date on which price proposal is due.
- Provide Subcontractors List.

When a particular project is offered to the contractor, the contractor shall provide a written price proposal for a specific scope of work including a complete list of quantities and prices of parts and materials to be utilized, total labor cost to be broken down by trade, hours for each trade, hourly cost per trade, total dollar cost and Project Schedule and Subcontractor List. The project price proposal shall be all-inclusive with any cost overruns to be absorbed by the Contractor unless change orders are pre-approved by the City.

By executing a price proposal, the Contractor represents that the contractor has visited the project site(s) and become familiar with the construction documents and the local conditions under which the work is to be performed. The City does not undertake to represent or warrant the site or local conditions.

The City will require a subcontract list for each project and reserves the right to reject the contractor's selection of subcontractors on individual projects. Failure to include the subcontractor list in the price proposal submitted for each project shall be cause for rejection of the price proposal as non-responsive.

The City reserves the right to request Job Order proposals from more than one JOC contractor for competitive purposes. The City reserves the right to determine the pricing method on a project-by-project basis.

A separate amendment to the contract must be issued for each Job Order before the commencement of any work by the contractor. The amendment will reference the detailed Scope of Work and amount of compensation.

Payment and performance bonds are required for ALL projects for the full amount of the project. The City, at its sole discretion, may waive this requirement for small projects.

Within seventy-two (72) hours of the announcement of the project award, the contractor shall tender a performance and payment bond for the City to review. This bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this State as issued by the Director of Insurance pursuant to ARS § Title 20, Chapter 2, Article 1. The bond shall conform to the requirements of ARS § Title 20, Chapter 6, Article 8; shall name the City of Prescott, a political subdivision of the State

of Arizona, as the beneficiary/insured; if as a performance bond shall specifically assure the full and final completion of the scope of work entered into herein, and if as a payment bond shall be in an amount not less than the contract price for the full scope of work contracted for herein. The surety shall be a reputable company as determined by the City, and the bond shall otherwise be satisfactory in its scope and content as determined by the City in sole and absolute judgment.

In the event the contractor fails to provide to the City the certificate and proof of bond assurance within seventy-two (72) hours of the announcement of the project award then the City reserves the right to unilaterally rescind the contractor's award of this project.

In the event the contractor provides to the City the certificate and proof of bond assurance and the City determines that the certificate and/or assurance is inadequate in any regard, then the City reserves the right to unilaterally rescind the contractor's award of this project. The City's judgment as to the adequacy of the certificate and the assurance is absolute and final but must be exercised not later than the date and time when the City issues to the contractor the Notice to Proceed with the project. The City waives any objection to the City's adequacy determination if made after the Notice to Proceed is issued unless it is later determined by the City that the tender of proof required herein was made by the contractor, its agents, employees or persons acting on the contractor's behalf, in a manner that is fraudulent or in a manner that demonstrates a negligent misrepresentation of material facts, as determined by the City's sole and absolute judgment.

The contractor shall commence work on the date set forth in the Notice to Proceed. Time being of the essence to the project, the contractor shall therefore prosecute the work diligently, using such means and methods of construction to assure final completion within the time specified in the written price proposal.

The contractor shall supervise and direct the work, using the best skills and attention. They shall be solely responsible for all construction means, methods, techniques, sequences, procedures and for coordinating all portions of the work under the project.

The contractor shall keep on site, during the performance of all work, a competent superintendent who is fluent in English and any necessary assistants, all satisfactory to the City. The superintendent shall represent the contractor and have authority to act for the contractor. The contractor or qualified representative shall attend meetings with the City, at a frequency as determined by the City, for the purpose of coordinating or expediting the work.

B. PROPOSED SCHEDULE

Milestones are estimated to be as follows:

- Request for Statement of Qualifications Advertised February 5 & 12, 2023
- Non-Mandatory Pre-Submittal Conference February 15, 2023, 9:00am
- Questions Due by 5:00 PM March 2, 2023
- RSOQ Due Date/Opening March 9, 2023
- Award of Contract April 25, 2023

All milestones are the earliest dates for planning purposes only and shall not represent any contractual commitment whatsoever on the part of the City.

C. NON-MANDATORY PRE-BID MEETING

There will be a non-mandatory pre-bid meeting on Wednesday February 15, 2023, at 9:00am. Located at 433 N Virginia Street, Prescott AZ 86301. There will be an optional Microsoft Teams meeting with a call-in number. The link to this meeting will be on the City's website.

Microsoft Teams meeting You will need to pre-register.

Please go to the City's website to Pre-register

Meeting ID: 210 819 569 728

Passcode: WKC8mp

Or call in (audio only)

1-469-305-1028

Phone Conference ID: 527 397 979#

D. REQUESTS FOR INFORMATION

Contractors who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

LaTona Jones
Contract and Purchasing Administrator
City of Prescott – Public Works
latona.jones@prescott-az.gov

Requests for information must be received by the project representative prior to 5:00pm on Thursday, March 2, 2023. Responses, or addenda as required, will be issued no later than 12:00pm on Monday, March 6, 2023. Receipt of addenda must be acknowledged on the required form in the Contractor's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. REQUEST FOR STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Responses to this request must be in the form of a Request for Statement of Qualifications (RSOQ), as outlined in this document.

A. GENERAL REQUIREMENTS

Interested Contractors are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet a project's goals and objectives, and other criteria as listed. All information must be provided as requested for all Contractor members and their key personnel to be assigned to a project.

The RSOQ shall address the evaluation criteria and shall include the following:

- Cover letter indicating interest in providing services.
- Location of the Contractor.
- Statement of the Contractor's understanding of the purpose and scope.
- Description of specific technical capabilities, qualifications, and years of prior experience.

- Brief resume for key project team members outlining their credentials and experience.
- Description of at least three (3) but no more than five (5) municipal projects in which the Contractor participated as the primary Contractor. Describe the Contractor's role in the project and scope of work that demonstrates the Contractor's expertise. Provide the name and contact information for each project.
- List of applicable Arizona professional licenses held, including license numbers, and note whether licenses are held by Contractors or individuals.
- List and provide a brief description of projects currently under contract with other government agencies.

The City reserves the right to cancel this request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into one or more of the multiple contracts as specified if determined by the City to be in the City's best interests. The City assumes no liability for the cost of preparing a response to this request.

B. PROPRIETARY INFORMATION

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Contractors shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". Contractors shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Contractors should be aware that the City is required by law to make its records available for public inspection. All Contractors, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the Contractors in the event that the City must legally disclose these materials.

C. SUBMITTAL REQUIREMENTS

Statements shall be submitted as one original submittal along with a flash drive with same submittal which must conform to this request.

The RSOQ shall be limited to no more than ten (10) pages. Pages shall be letter size (8½ x 11 inches), single-sided, with a minimum font size of 12. Combinations of text and graphic material may be used at the Contractor's discretion to appropriately communicate facts and qualifications. Five (5) additional pages of appendices are allowed which may include graphs, charts, photos, or additional resumes.

The cover letter shall not exceed two (2) pages and is not a part of the page count limitation for the RSOQ above. The cover letter shall be on the company's letterhead and shall be signed by an officer or principal of the company with contracting authority.

Within the submittal package (preferably on the RSOQ cover or within the cover letter), provide all contact information including the Contractor's name, address(es), email address(es), website address, phone, and name(s) of principals. This information will be

utilized for all correspondence related to this request. Notification of the final list and assignment of contracts will be delivered to the contact information as provided in the RSOQ.

Do not include any fees, pricing, or additional copies of the RSOQ in the submittal. These materials will not be considered at this time and failure to comply with this provision will result in the rejection of the submittal.

D. DELIVERY OF SUBMITTALS

Sealed RSOQs will be received **before 2:00pm on Thursday, March 9, 2023**, at the **City Clerk's Office, 201 S. Cortez Street, Prescott, Arizona 86303**, at which time all submittals will be publicly opened in the City Council Chambers.

Any submittals received at or after 2:00pm on the above-stated date will be returned unopened. Contractors are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00pm deadline.

The outside of the submittal envelope shall indicate the name and address of the respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

**Request for Statement of Qualifications:
Job Order Contracting for Public Works Projects
Due before 2:00pm on March 9, 2023**

E. MINIMUM TEAM QUALIFICATIONS

Contractors shall possess the qualifications and Arizona licenses as required by law, in addition to having extensive knowledge, expertise and experience for the construction services. Selected Contractors will be required to execute and meet the terms of the City's standard Construction Contract, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council will also be required for award of a contract. A sample agreement is provided with this request.

III. EVALUATION CRITERIA

The RSOQ shall clearly and accurately display the capability, knowledge, and experience of the Contractor to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The RSOQs will be evaluated by a Review Committee appointed by the City according to the following criteria:

A. GENERAL INFORMATION10 points possible

- Brief overview of the Contractor and legal organization of the company
- Applicable licenses held.
- Submission requirements met.
- Identify the location of the Contractor's principal office and local office (if applicable).

B. EXPERIENCE AND QUALIFICATIONS OF THE CONTRACTOR AND KEY PERSONNEL50 points possible

A key element to successful partnerships is the availability and accessibility of selected Contractors to City staff and local citizens. Contractors must demonstrate that the necessary personnel are available within a reasonable time to attend meetings, conduct field investigations and complete other local services as may be required.

- Demonstrate understanding of the purpose and scope.
- Demonstrate years of experience, specific technical capabilities, and qualifications.
- List of comparable projects with work performed and reference information.
- Names and locations of the key personnel proposed for delivering services.

C. VALUE ADDED KNOWLEDGE AND EXPERIENCE30 points possible

The Contractors hired by the City must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.

- Explain why your company is particularly qualified to perform the required services in the Prescott area. Demonstrate the Contractor's knowledge of local geology, climate practices, rules, regulations, and procedures as they relate to the construction services.
- Specific experience of the Contractor within Arizona.
- Specific experience of the Contractor with the City of Prescott.

D. OVERALL EVALUATION10 points possible

This is to be determined by the Review Committee. No submittal response is required. Information obtained from the RSOQ and from any other relevant source, in addition to past experience with the City, may be used in the evaluation and scoring process for this item.

- Overall quality of the RSOQ evidencing interest in providing services.
- Overall evaluation of the Contractor and its perceived ability to provide the required services.

IV. EVALUATION AND SELECTION PROCESS

To qualify for evaluation, the RSOQ must be submitted on time and materially satisfy all requirements identified in this request. If, in the judgment of the City, an RSOQ does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

A. OVERVIEW

This is a qualifications-based selection process as authorized by A.R.S. § 34-604. The process will involve an evaluation and scoring of each Contractor's qualifications and

relevant experience, as indicated in its RSOQ. A Review Committee appointed by the City for this procurement, will individually evaluate the RSOQs according to the criteria and weighting as indicated for each category. Following evaluation of the RSOQs, a final list of the highest ranked Contractors will be determined.

B. FINAL RANKING AND CONTRACT NEGOTIATION

Using the individual Review Committee member's scores from the RSOQs, the committee shall rank the Contractors to generate a final list of at least three (3) but no more than eight (8) Contractors. The City will then notify each of the candidates of the final rankings.

Selected Contractors will be required to execute and meet the terms of the City's standard construction contract including insurance requirements (Exhibit A) in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract.

As project needs arise, multiple Contractors may be contacted to determine interest and availability for specific tasks. Upon successful negotiation of a scope and fee for work, the City will issue an authorization for performing the specified tasks.

C. TERM OF CONTRACT

Award of a contract is not a guarantee of work but is utilized to expedite the process of negotiating specific services as the needs arise. All contracts awarded will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1.

D. TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

E. COOPERATIVE USE OF CONTRACT

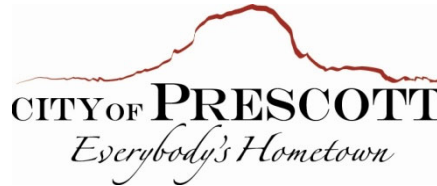
This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

F. PROTEST POLICY

Any protest to the solicitation or award must be filed with the City Clerk's Office by 4:00 PM up to ten (10) days after issuance of the final list. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful Contractors.

The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

- V. ATTACHMENTS**
 - A. SAMPLE CONSTRUCTION CONTRACT**
 - B. INSURANCE REQUIREMENTS**
 - C. FEDERAL GRANT PROVISIONS**
 - D. WIFA AND BABAA INFORMATION**
 - E. CITY OF PRESCOTT MAG SUPPLEMENT REVISION 02142019**



CONSTRUCTION CONTRACT
Job Order Contracting
Contract No. 2020-XXX

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the city of **, county of **, state of **, hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Job Order Contracting and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Request for Statement of Qualifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, and Addenda, as accepted by the Mayor and Council per Council Minutes of **, 20**, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The contract will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1. The value of these contracts will vary based on projected City needs, and available budget. The award of a contract is not a guarantee of work. There is no specific list of projects currently. The Contractor hereby agrees start and to fully complete within the time frame as given on the written notice to proceed for each project assigned.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract Documents and written amendments per project awarded to the contractor. The maximum cost per Job Order can be up to \$*** and the annual cap per contractor is \$***.

ARTICLE V - CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum per MAG per project awarded with the amendment, per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum per MAG per project awarded with the amendment per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees or any of the Contractor's subcontractors. In the event that the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XII - BONDS:

A. On or before the execution of the Job Order Amendment, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 34-222,

conditioned upon the faithful performance of this contract in accordance with the plans, specifications, and conditions herein. Such bond shall be solely for the protection of the City. A copy of this bond shall be filed with the Prescott City Clerk.

- B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.
- C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an “A” rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XIII – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIV – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XV - MISCELLANEOUS:

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.

- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. §34-301, §34-302 & §34-321 or pursuant to any other state or federal statute, court rule, case law or common law.
- D. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- E. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Public Works Director
 City of Prescott
 433 N. Virginia Street
 Prescott, Arizona 86301

**
 **
 **
 **

- F. This Agreement shall be construed under the laws of the State of Arizona.
- G. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- H. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- I. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- J. Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any

such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.

- K. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".
- L. Cooperative Use of Contract: This contract may be extended for use by other municipalities, school districts, and government agencies in the state of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charge and/or procurement rules and regulations of the respective government agency.
- M. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- N. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.

ATTEST:

City of Prescott, a municipal corporation:

 ** (Authorized Signature)

 Philip R. Goode, Mayor

By: _____
 (Printed Name)

Title: _____

Email: _____

 Witness, if Contractor is an Individual

ATTEST:

APPROVED AS TO FORM:

 Sarah M. Siep, City Clerk

 Joseph D. Young, City Attorney

INSURANCE REQUIREMENTS

INSURANCE:

A. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under 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 this Contract 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. Contractor is free to purchase such additional insurance as may be determined necessary.

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott 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.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

VERIFICATION OF COVERAGE:

A. Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required 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 this Contract and remain in effect for the duration of the project and warranty period as set forth in Paragraph 3 of the “Contractor’s Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties”. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Public Works Department, 433 N Virginia Street, Prescott, AZ 86301. 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.

B. MAG Specifications, Sections 103.1 through 103.8, including: Unless otherwise specifically required by the Special Conditions, the minimum limits of public liability and property damage liability shall be as follows:

C. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form –

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

• General Aggregate	\$ 3,000,000
• Products – Completed Operations Aggregate	\$ 3,000,000
• Personal and Advertising Injury	\$ 1,000,000
• Each Occurrence	\$ 1,000,000
• Fire Legal Liability (Damage to Rented Premises) (if applicable)	\$ 100,000

The policy shall be endorsed to include the following additional insured language:

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization

endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 1,000,000
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The policy shall be endorsed to include the following additional insured language:

“The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

Worker’s Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s 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 City of Prescott for losses arising from work performed by or on behalf of the Contractor.

Professional Liability (Errors and Omissions Liability) – *if applicable*

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

1. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

- D. Such policy shall not exclude coverage for the following:
1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
 2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
 3. Injury to or destruction of any property arising out of blasting or explosion.
 4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.
- E. The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Contractor's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).
- F. The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

Federal Grant Provisions

The Contractor and its Subcontractor shall comply with the following grant provisions.

Applicable Laws

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

Federal Legislation

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42
- d. U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- g. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Coastal Zone Management Act, P.L. 93-205, as amended.
- j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- k. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- m. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- n. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq. 3-04-0015-045-2020
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 3-04-0015-045-2020
- i. 29 CFR Part 5 - Labor standards provision applicable to contracts covering Federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- j. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- k. 49 CFR Part 20 - New restrictions on lobbying.
- l. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- n. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- q. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- r. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American

Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

Ban on Texting While Driving

- a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - ii) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

Foreign Market Restrictions

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Non-Discrimination

The City of Flagstaff, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

- a) The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- b) Affirmative steps shall include:
 - i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
 - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises
 - v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Clean Air Act

Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

CONTRACT PACKET for Governmental Borrowers

This packet lists required contract conditions that apply to all Clean Water and Drinking Water Revolving Fund projects and contains forms that must be used in the procurement process. Please review this packet prior to bidding.

PLEASE NOTE

- **This packet, in its entirety, must be physically included in all bidding, solicitation and contract documents.**
- Use of American Iron and Steel (AIS) applies to this project.:
 - AIS includes the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- Federal Davis-Bacon prevailing wages apply to this project.
 - Payment of the wages, fringe benefits and overtime rates is required.
 - The appropriate Federal (Davis-Bacon) Prevailing Wage Decision must be physically incorporated into the bidding and contract documents.
 - The construction category of Heavy (excluding dam construction) should typically be applied to all projects funded by WIFA. If you believe that a different category of wages, such as Building, should be applied to your project or portions of your project, please contact WIFA in advance.
 - Weekly certified payroll submittal is required under the Federal Davis-Bacon laws.
- Compliance with the Civil Rights Act and Equal Employment Opportunity is required.
- Promotion of Small, Minority and Women-owned Businesses and participation in EPA's Disadvantaged Business Enterprise (DBE) Program is required.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Required Contract Conditions

This project is being financed in whole or in part by the Water Infrastructure Finance Authority of Arizona through the Clean Water or Drinking Water Revolving Fund. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply(ies) with these regulations, laws and rules.

1. (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.
2. Equal Employment Opportunity (Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations). Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of Executive Order 11246 as amended by Executive Orders 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.
3. (i) Promoting the use of Small, Minority, and Women-owned Businesses (Executive Orders 11625, 12138 and 12432), (ii) Small Businesses Reauthorization & Amendment Act of 1988 (Section 129 of Pub. L. 100-590), (iii) Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 (Pub. L. 102-389, 42 U.S.C. Sec. 437d), and (iv) Title X of the Clean Air Acts Amendments of 1990 (Pub. L. 101-549, 42 U.S.C. Sec. 7601 note) ("EPA's 10% statute"). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.
4. Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements (40 C.F.R. Part 33).
5. Debarment and Suspension (Executive Order 12549). Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 via this Internet address: <https://beta.SAM.gov>.

6. E-Verify (A.R.S. § 41-4401). A governmental entity shall not award a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). Every government entity shall (i) ensure that every government entity contractor and subcontractor complies with the federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A); (ii) require that every government entity contract include the required provisions listed under A.R.S. § 41-4401(A); and (iii) establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Use of American Iron and Steel

Public Law 113-76, enacted January 17, 2014

SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds (CWSRF and DWSRF) for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

Highlights from EPA Guidance on Use of American Iron and Steel

Complete document available at http://water.epa.gov/grants_funding/aisrequirement.cfm

What is considered American Iron and Steel?

What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

What is a ‘construction material’ for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

What is NOT considered American Iron and Steel?

What is NOT considered a ‘construction material’ for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are NOT considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Use of American Iron and Steel - De Minimis Waiver

Every water infrastructure project involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental.

Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc.

Example of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

EPA has established a public interest waiver for de minimis incidental components. This action permits the use of products when they occur in de minimis incidental components of such projects.

- Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into a project.
- The cost of an individual item may not exceed 1% of the total cost of the materials used in and incorporated into a project.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Davis-Bacon Contract Conditions (Federal Prevailing Wages)

PLEASE NOTE: Federal Davis-Bacon prevailing wages apply to this project. Payment of the wages, fringe benefits and overtime rates is required.

The “subrecipient” referred to throughout the Davis-Bacon contract conditions is the WIFA Borrower.

“WIFA” is the Water Infrastructure Finance Authority of Arizona, State Capitalization Grant recipient, recipient, or the Authority.

Wage Rate Requirements (Also referred to as Attachment 6)

Preamble

With respect to the Clean Water and Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(3)(ii)(A) below and for compliance as described in Section 5.

Requirements for Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient will contact EPA. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <https://www.dol.gov/whd/govcontracts/dbra.htm>.

1. Applicability of the Davis-Bacon prevailing wage requirements.

Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a Clean Water Revolving Fund and to any construction project carried out in whole or in part by assistance made available by a Drinking Water Revolving Fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the State recipient before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination 10 days or less prior to the closing date, the subrecipient may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage

determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument. Typically, the appropriate wage determination would be the one in effect on the date the task order, work assignment or similar instrument is awarded.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

The recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of

all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the

contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the Apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), the State recipient, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3 above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3 above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use WIFA's interview form, Department of Labor's Standard Form 1445, or equivalent documentation to memorialize the interviews. WIFA's interview form and instructions are included with this packet.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate

wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed below and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd.

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

**Clean Water Revolving Fund
Drinking Water Revolving Fund**

Equal Employment

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWRP and DWRP project related contracts and subcontracts over \$10,000:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Disadvantaged Business Enterprises (DBE)

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Certified Disadvantaged Business Enterprises* (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the Borrower for all DWRF and CWRF projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantaged Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantaged Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

5. The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form** to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below:

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

6. The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 - DBE Program Subcontractor Performance Form**. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Borrower.
7. The prime contractor must complete and submit EPA Form 6100-4 DBE Program Subcontractor Utilization Form** as part of the prime contractor's bid or proposal package to the Borrower.
8. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

** A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.*

*** DBE forms can be downloaded from
http://www.epa.gov/osbp/dbe_contract_admin.htm*

ATTACHMENTS

DBE Forms

http://www.epa.gov/osbp/dbe_contract_admin.htm

6100-2 - DBE Program Subcontractor Participation Form

6100-3 - DBE Program Subcontractor Performance Form

6100-4 - DBE Program Subcontractor Utilization Form

Davis-Bacon Forms

WH-1321 - Davis-Bacon poster

WH-347 - Payroll and certification form

SF1444 - Wage Determination Request form

Employee Interview form

American Iron and Steel

Sample Step Certification Letter (Processed/Manufactured)

Sample Step Certification Letter (Shipped/Provided)



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

April 18, 2022

M-22-11

MEMORANDUM FOR HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Shalanda D. Young
Director

SUBJECT: Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws¹ and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency² shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”³

The Act affirms, consistent with Executive Order 14005, *Ensuring the Future Is Made in All of America by All of America’s Workers* (“the Executive Order”), this Administration’s priority to “use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States.”⁴

The Act provides statutory authorities for the Made in America Office (“MIAO”) in the Office of Management and Budget (“OMB”) to maximize and enforce compliance with Made in

¹ “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to Federal financial assistance awards or Federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States. Made in America Laws include laws requiring domestic preference for maritime transport, including the Merchant Marine Act of 1920 (Pub. L. No. 66-261), also known as the Jones Act. Exec. Order No. 14,005, 86 Fed. Reg. 7475, § 2(b) (Jan. 28, 2021), available at <https://www.federalregister.gov/documents/2021/01/28/2021-02038/ensuring-the-future-is-made-in-all-of-america-by-all-of-americas-workers>. Made in America Laws also include laws that give preference to Indian-owned and -controlled businesses, such as the Buy Indian Act (25 U.S.C. 47), that produce items in the United States.

² For the purposes of this guidance, the terms “Federal agency” and “agency” mean any authority of the United States that is an “agency” (as defined in section 3502 of title 44, United States Code), other than an independent regulatory agency (as defined in that section). IIJA, § 70912(3).

³ IIJA, § 70914(a).

⁴ Exec. Order No. 14,005 (see footnote 1).

America Laws.⁵ MIAO aims to increase reliance on domestic supply chains and reduce the need for waivers through a strategic process aimed at: achieving consistency across agencies; gathering data to support decision-making to make U.S. supply chains more resilient; bringing increased transparency to waivers in order to send clear demand signals to domestic producers; and concentrating efforts on changes that will have the greatest impact.⁶

This memorandum provides implementation guidance to Federal agencies on the application of: (1) a “Buy America” preference⁷ to Federal financial assistance programs for infrastructure; and (2) a transparent process to waive such a preference, when necessary. A Federal financial assistance program for infrastructure is any program under which an award may be issued for an infrastructure project, regardless of whether infrastructure is the primary purpose of the award. The term “project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.⁸

Agencies should determine how this guidance is best applied to their infrastructure programs and processes, and consult with OMB, as needed, on establishing criteria, processes, and procedures for applying a Buy America preference and issuing waivers. OMB may update or provide additional guidance, as appropriate, to further assist agencies in the implementation of a Buy America preference.

I. Application of a Buy America Preference

By May 14, 2022, agencies must ensure that all applicable programs comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project.⁹ The Act requires the following Buy America preference:

- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

⁵ IJA, § 70923(a) & (b)(1).

⁶ OMB Memorandum M-21-26, Increasing Opportunities for Domestic Sourcing and Reducing the Need for Waivers from Made in America Laws available at: <https://www.whitehouse.gov/wp-content/uploads/2020/11/M-21-06.pdf>

⁷ For the purposes of this guidance, a “Buy America” preference is a domestic content procurement preference as defined in IJA, § 70912(2).

⁸ IJA, § 70912 (5) & (7).

⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

- (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.^{10, 11}

II. Applicability to Federal Financial Assistance Programs

This guidance applies to all Federal financial assistance as defined in section 200.1 of title 2, Code of Federal Regulations¹²—whether or not funded through IIJA—where funds are appropriated or otherwise made available and used for a project for infrastructure. Federal financial assistance means assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions or donations of property, direct assistance, loans, loan guarantees, and other types of financial assistance. The term “non-Federal entity” includes States, local governments, territories, Indian tribes, Institutions of Higher Education (IHE), and nonprofit organizations.¹³

For purposes of this guidance, for-profit organizations are not considered non-Federal entities. However, this guidance does not alter independent statutory authorities that agencies may have to include domestic content requirements in awards of Federal financial assistance issued to for-profit organizations.

Federal agencies are encouraged to consult with OMB if they are uncertain about the applicability of this guidance to any particular infrastructure program.

Before applying a Buy America preference to a covered program that will affect Tribal communities, Federal agencies should follow the consultation policies established through Executive Order 13175, *Consultation and Coordination with Indian Tribal Governments*, and consistent with policies set forth in the Presidential Memorandum of January 26, 2021, on Tribal Consultation and Strengthening Nation-Nation Relationships. Federal agencies should commence consultation promptly.

This guidance does not apply to “expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.”¹⁴ “[P]re and post disaster or emergency response expenditures” consist of expenditures for financial assistance that are (1) authorized by statutes other than the Stafford Act, 42 U.S.C. §§ 5121 et seq., and (2) made in anticipation of or response to an event or events that qualify as an “emergency” or “major disaster” within the meaning of the Stafford Act, *id.* § 5122(1), (2). Awards made to support the construction or improvement of infrastructure to mitigate the damage that may be caused by a non-imminent future emergency or disaster, such as awards

¹⁰ IIJA, § 70912 (2) & (6)(B)(ii).

¹¹ See Section VIII. of this guidance for more information on construction materials.

¹² IIJA § 70912(4)(A)

¹³ See 2 C.F.R. § 200.1.

¹⁴ IIJA § 70912(4)(B)

made under FEMA’s Flood Mitigation Assistance program,¹⁵ do not qualify as “pre and post disaster or emergency response expenditures.”

Subawards should conform to the terms and conditions of the Federal award from which they flow.¹⁶

The IIJA’s definition of “infrastructure” encompasses public infrastructure projects. Thus, the term “infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property.¹⁷ Agencies should treat structures, facilities, and equipment that generate, transport, and distribute energy - including electric vehicle (EV) charging - as infrastructure.

When determining if a program has infrastructure expenditures, Federal agencies should interpret the term “infrastructure” broadly and consider the definition provided above as illustrative and not exhaustive. When determining if a particular construction project of a type not listed in the definition above constitutes “infrastructure,” agencies should consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public. Projects with the former qualities have greater indicia of infrastructure, while projects with the latter quality have fewer. Projects consisting solely of the purchase, construction, or improvement of a private home for personal use, for example, would not constitute an infrastructure project. Federal agencies are strongly encouraged to consult with OMB when making such determinations.

Agencies should consult with MIAO regarding their readiness to apply the requirements of the Act to covered programs. Agencies with questions regarding the application of a Buy America preference to agency-specific programs, including questions about the possible use of waivers during adjustment periods as agencies work to implement the Act, are advised to reach out to MIAO for technical assistance and advice.

III. Consistency with International Agreements

Pursuant to section 70914(e) of the Act, this guidance must be applied in a manner consistent with the obligations of the United States under international agreements.

IV. Avoid Unnecessary Disruption

The Act makes clear that its preferences apply to a Federal financial assistance program for infrastructure only to the extent that a domestic content procurement preference as described

¹⁵ See 42 U.S.C. § 4104c.

¹⁶ 2 CFR 200.101 (b) (2)

¹⁷ IIJA, § 70912(5).

in section 70914 of the Act does not already apply to iron, steel, manufactured products, and construction materials.¹⁸ Agencies should consider whether existing domestic content requirements meet the standards in the Act, as described in this memorandum. Agencies must make necessary changes to come into compliance with the Act's requirements, while preserving policies and provisions that already meet or exceed the standards required by the Act. For example, a program in which the standards for iron and steel already meet the standards in the Act may nevertheless be required to adopt new standards for manufactured products and construction materials. Maintaining current policies where appropriate avoids unnecessary disruption to programs, or elements of programs, that already meet or exceed Build America, Buy America requirements.

V. Effective Date for Awards

Agencies must ensure that, starting on May 14, 2022, all Federal financial assistance programs for infrastructure comply with the requirements of section 70914 of the Act. Therefore, new awards made on or after May 14, 2022, must take appropriate steps to ensure financial assistance awards comply with these requirements, which may include appropriate terms and conditions¹⁹ incorporating a Buy America preference. Renewal awards and amendments obligating additional funds to existing awards that are executed on or after May 14, 2022, must also include a Buy America preference. This means that agencies must include a Buy America preference in awards issued on or after May 14, 2022, even if Notices of Funding Opportunities for those awards did not include a Buy America preference. In these cases, agencies may consider whether public interest waivers may be needed to avoid undue increases in the time and cost of a project. Similarly, public interest waivers may be needed for awards and amendments made on or after May 14, 2022, where budgets for purchase of covered materials have already been agreed upon (including if materials have been ordered and construction has begun). Consistent with the guidance provided below, agencies should issue waivers judiciously and clearly communicate to recipients the limitations and conditions of any such waivers.

VI. Articles, Materials, and Supplies for Infrastructure

A Buy America preference, as defined in section I of this guidance, only applies to the iron and steel, manufactured products, and construction materials used for the infrastructure project under an award. If an agency has determined that no funds from a particular award under a covered program will be used for infrastructure, a Buy America preference does not apply to that award. Similarly, for a covered program, a Buy America preference does not apply to non-infrastructure spending under an award that also includes a covered project. A Buy America preference applies to *an entire infrastructure project*, even if it is funded by both Federal and non-Federal funds under one or more awards.

A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply

¹⁸ IJIA, § 70917(a) &(b).

¹⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for exemplary language.

to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of or permanently affixed to the structure.

For the purposes of this guidance, an article, material, or supply should only be classified into *one* of the following categories: (1) iron or steel; (2) a manufactured product; or (3) a construction material. For ease of administration, an article, material, or supply should not be considered to fall into multiple categories. Agencies should apply the iron and steel test to items that are predominantly iron or steel, unless another standard applies under law or regulation.

Any waivers from these requirements must be in writing and meet the requirements of section 70914(b).

VII. Issuing Buy America Waivers

Pursuant to Section 70914(c) of the Act, the head of a Federal agency may waive the application of a Buy America preference under an infrastructure program in any case in which the head of the Federal agency finds that—

- (1) applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- (2) types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

Federal agencies are responsible for processing and approving all waivers, including waivers requested by recipients and on behalf of subrecipients. To the greatest extent practicable, waivers should be targeted to specific products and projects.²⁰

Before issuing a waiver, the head of the Federal agency must make publicly available on the agency’s website a detailed written explanation for the proposed determination to issue the waiver and provide at least 15 days for public comment on the proposed waiver.²¹ General applicability waivers are subject to a minimum 30-day public comment period.²² By April 29, 2022, agencies should provide the website address where they will be posting proposed waivers for public comment to MBX.OMB.MadeInAmerica@omb.eop.gov. Pursuant to sections 70914(c) and 70937 of the Act, the waiver must be cross-posted to a centralized waiver transparency website managed by GSA, [BuyAmerican.gov](https://www.buyamerican.gov),²³ no later than November 15, 2022.

²⁰ See Section VII of this guidance for information on waiver principles and criteria.

²¹ Executive Order, § 4(b)(i)(2); IIJA, § 70914(c); IIJA, § 70937 (note that “Buy American” as used in this section also refers to Buy America preferences, per IIJA, § 70932(1)).

²² IIJA § 70914(d)(2)(A)(ii). See Section VII of this guidance for information on general applicability waivers.

²³ [BuyAmerican.gov](https://www.buyamerican.gov) redirects to [MadeInAmerica.gov](https://www.madeinamerica.gov).

To minimize duplication and promote efficiency, MIAO and GSA will coordinate with agencies on the expansion of the existing website's functionality to display waivers for Federal financial assistance and provide further instructions to agencies as necessary.

Federal agencies are responsible for performing due diligence and approving or rejecting waivers consistent with the Act, this guidance, and any other applicable Buy America laws. Federal agencies should notify MIAO in advance of posting an award- or project-level proposed waiver for public comment. However, Federal agencies must consult with MIAO for proposed waivers with broader applicability (such as a general applicability waiver) before posting them for public comment. The purpose of the consultation is to identify any opportunities to structure the waiver in order to maximize the use of goods, products, and materials produced in the United States to the greatest extent possible consistent with law. Federal agencies should send proposed waivers for review to MBX.OMB.MIAwaivers@omb.eop.gov.

Federal agencies must submit to MIAO a proposed waiver for review after the public comment period has concluded. MIAO will review the proposed waiver to determine if it is consistent with applicable law and policy,²⁴ and will notify the Federal agency of its determination.

All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States²⁵ and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.²⁶ In addition, at a minimum and to the greatest extent practicable, each proposed waiver submitted to MIAO should include the following information, as applicable:

- Waiver type (nonavailability, unreasonable cost, or public interest)
- Recipient name and Unique Entity Identifier (UEI)
- Federal awarding agency organizational information (e.g., Common Government-wide Accounting Classification (CGAC) Agency Code)
- Financial assistance listing name and number
- Federal financial assistance program name
- Federal Award Identification Number (FAIN) (if available)
- Federal financial assistance funding amount
- Total cost of infrastructure expenditures, including all Federal and non-Federal funds (to the extent known)
- Infrastructure project description and location (to the extent known)
- List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), and relevant PSC and NAICS code for each.
- A certification that the Federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

²⁴ Executive Order, § 4(c).

²⁵ IIJA, § 70937(c)(2)(A).

²⁶ IIJA, § 70937(c)(2)(D).

- A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach), by the Federal awarding agency and, in the case of a project or award specific waiver, by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
- Anticipated impact if no waiver is issued.
- Any relevant comments received through the public comment period.

The purpose of the information is to ensure that the agency has adequate information to perform due diligence, that MIAO has sufficient information to determine whether the proposed waiver is consistent with law and policy, and that sufficient information is available for public review. Information provided for public review should help interested manufacturers gauge the demand for products for which agencies are considering waiving a Buy America preference.

To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project should be considered the “Cognizant Agency for Made in America” and should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

a. Exceptions for Unforeseen and Exigent Circumstances

In limited situations where there is an urgent need in an unforeseen and exigent circumstance, agencies have the authority to waive the application of Buy America preferences without submitting the waiver for public comment and MIAO determination.²⁷ As an exception to the public transparency requirements of the Act, agencies should exercise that authority only when necessary. Further, to ensure MIAO can fulfill its role as a central and transparent source of Made in America waivers, an agency that issues a waiver without first seeking public comment and MIAO approval must, within 30 days of the waiver’s issuance, submit a report to MIAO explaining its reliance upon the “unforeseen and exigent circumstance” exception.²⁸ MIAO will provide further instructions to agencies on how to submit those reports. Although public posting and MIAO review may be waived in exigent circumstances, agencies remain responsible for performing due diligence appropriate to the circumstances, consistent with the principles and criteria in paragraphs VII(b) and (c) below.

²⁷ IIJA, § 70937(b)(2).

²⁸ This reporting process was established pursuant to Executive Order 14,005, § 4(d) and OMB Guidance on Improving the Transparency of Made in America Waivers available at: <https://www.whitehouse.gov/wp-content/uploads/2021/10/Guidance-Memo-Improving-the-Transparency-of-Made-in-America-Waivers.pdf>.

b. Waiver Principles and Criteria

To ensure they are scrupulously monitoring, enforcing, and complying with applicable Buy America Laws and minimizing the use of waivers,²⁹ agencies must apply standard criteria to determine whether to grant a waiver in a given circumstance. Agencies with existing criteria must review it for consistency with this guidance and update it as appropriate. All other agencies must establish criteria.

Agencies may reject or grant waivers in whole or in part. To the greatest extent practicable, waivers should be issued at the project level and be product-specific. Overly broad waivers undermine market signals designed to boost domestic supply chains, particularly for key articles, materials and supplies in critical supply chains (i.e., critical supply chains identified in Executive Order 14017, *America's Supply Chains*). When necessary, agencies may consider issuing a waiver that has applicability beyond a single project; however, agencies should always issue, construe, and apply waivers to ensure the maximum utilization of goods, products, and materials produced in the United States, consistent with applicable law. Federal agencies may consult with MIAO when establishing or modifying criteria for granting waivers. They may also work within the Made in America Council, a practice that will help to foster consistency across agencies to the greatest extent practical and appropriate, given agency and program missions.

Federal agencies should use the following principles before issuing a waiver of any type:

- **Time-limited:** In certain limited circumstances, a Federal agency may determine that a waiver should be constrained principally by a length of time, rather than by the specific projects to which it applies. Waivers of this type may be appropriate, for example, when an item that is “nonavailable” is widely used in projects funded by a particular program’s awards. When issuing such a waiver, the agency should identify a short, definite time frame (e.g., no more than one to two years) designed to ensure that, as domestic supply becomes available, domestic producers will have prompt access to the market created by the program.
- **Targeted:** Waivers that are not limited to particular projects should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) necessary. Waivers that are overly broad will tend to undermine domestic preference policies. Broader waivers will receive greater scrutiny from MIAO.
- **Conditional:** Federal agencies are encouraged to issue waivers with specific conditions that support the policies of the Act and the Executive Order.

These principles and criteria should be viewed as minimum requirements for the use of waivers by Federal agencies.³⁰

Nonavailability Waivers

Before granting a nonavailability waiver, agencies should consider whether the recipient has performed thorough market research, which may be accomplished with assistance from the agency, and adequately considered, where appropriate, qualifying alternate items, products, or

²⁹ IJA § 70933(2).

³⁰ See Section IV. of this guidance for agencies that have existing regulations or guidance.

materials. Waivers should describe the market research activities and methods to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources. Agencies are encouraged to engage with the Made in America Council to develop resource lists for common items, goods, or materials.

Unreasonable Cost Waivers

An unreasonable cost waiver is available if the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. Before granting an unreasonable-cost waiver, to the extent permitted by law, agencies should ensure the recipient has provided adequate documentation that no domestic alternatives are available within this cost parameter. Agencies may assist recipients in gathering documentation.

For requests citing unreasonable cost as the statutory basis of the waiver, the waiver justification must include, as applicable, a comparison of the cost of the domestic product to the cost of the foreign product or a comparison of the overall cost of the project with domestic products to the overall cost of the project with foreign-origin products, pursuant to the requirements of the applicable Made in America law.³¹ Publicly available cost comparison data may be provided in lieu of proprietary pricing information.³² Unreasonable-cost waivers should be no broader than necessary.

Public Interest Waivers

A waiver in the public interest may be appropriate where an agency determines that other important policy goals cannot be achieved consistent with the Buy America requirements established by the Act and the proposed waiver would not meet the requirements for a nonavailability or unreasonable cost waiver. Such waivers shall be used judiciously and construed to ensure the maximum utilization of goods, products, and materials produced in the United States.³³ To the extent permitted by law, determination of public interest waivers shall be made by the head of the agency with the authority over the Federal financial assistance award.³⁴

Public interest waivers may have a variety of bases. As with other waivers, they should be project-specific whenever possible, as what is in the public interest may vary depending upon the circumstances of the project, recipient, and specific items, products, or materials in question.

Federal agencies may wish to consider issuing a limited number of general applicability public interest waivers in the interest of efficiency and to ease burdens for recipients. The agency remains responsible for determining whether such a waiver is appropriate to apply to any

³¹ IIJA, § 70937(c)(2)(B).

³² IIJA, § 70937(c)(2)(B).

³³ IIJA, § 70935(a).

³⁴ IIJA, § 70935(b).

given project; the Made in America Office will not review each application of such a waiver. The following are examples of types of public interest waivers an agency may consider issuing.³⁵

- **De Minimis:** Ease of administration is important to reduce burden for recipients and agencies. Federal agencies may consider whether a general applicability public interest waiver should apply to infrastructure project purchases below a de minimis threshold. An agency may consider whether a public interest waiver should apply when necessary to ensure that recipients and Federal agencies make efficient use of limited resources, especially if the cost of processing the individualized waiver(s) would risk exceeding the value of the items waived. Agencies may consider adopting an agency-wide public interest waiver that sets a de minimis threshold, for example, of 5 percent of project costs up to a maximum of \$1,000,000.
- **Small Grants:** Agencies may wish to consider whether it is in the public interest to waive application of a Buy America preference to awards below the Simplified Acquisition Threshold. This type of waiver may be particularly relevant in the initial years after enactment of IIJA, and may be phased out over time as agencies develop efficient waiver review capabilities.
- **Minor Components:** Agencies may wish to consider whether it is in the public interest to allow minor deviations for miscellaneous minor components within iron and steel products. A minor components waiver in the public interest may allow non-domestically produced miscellaneous minor components comprising no more than 5 percent of the total material cost of an otherwise domestically produced iron and steel product to be used. It would not be in the public interest to use a minor components waiver to exempt a whole product from the iron and steel requirements, or to allow the primary iron or steel components of the product to be produced other than domestically.
- **Adjustment Period:** Agencies should consider whether brief, time limited waivers to allow recipients and agencies to transition to new rules and processes may be in the public interest.
- **International Trade Obligations:** If a recipient is a State that has assumed procurement obligations pursuant to the Government Procurement Agreement or any other trade agreement, a waiver of a Made in America condition to ensure compliance with such obligations may be in the public interest.
- **Other Considerations:** A waiver may be in the public interest in one circumstance, but not in another, and considerations will depend upon the nature and amount of resources available to the recipient, the value of the items, goods, or materials in question, the potential domestic job impacts, and other policy considerations, including sustainability, equity, accessibility, performance standards, and the domestic content (if any) of and conditions under which the non-qualifying good was produced.

All proposed waivers citing the public interest as the statutory basis must include a detailed written statement, which shall address all appropriate factors, such as potential

³⁵ The list is not exhaustive and no agency is required to issue the types of waivers noted as examples. As with other general applicability waivers, generally applicable public interest waivers must be reviewed at least every five years and more often as appropriate.

obligations under international agreements, justifying why the requested waiver is in the public interest.³⁶

Before granting a waiver in the public interest, to the extent permitted by law, agencies shall assess whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products.³⁷ Agencies may consult with the International Trade Administration (ITA) in making this assessment if the granting agency deems such consultation to be helpful. The agency shall integrate any findings from the assessment into its waiver determination as appropriate.³⁸ MIAO will work with ITA and agencies to develop standard processes to expedite this required assessment, such as by ensuring agencies know how to easily access lists of dumped or injuriously subsidized products.

c. General Applicability Waivers

The term “general applicability waiver” refers to a waiver that applies generally across multiple awards. A general applicability waiver can be “product-specific” (e.g., applies only to a product or category of products) or “non-product specific” (e.g., applies to all “manufactured products”).

General applicability waivers should be issued only when necessary to advance an agency’s missions and goals, consistent with IIJA, the Executive Order, and this guidance. For example, an agency might issue a general waiver for a product for which there are well-established domestic sourcing challenges. General applicability waivers will require appropriate justification from the Federal agency.

Federal agencies with one or more existing general applicability waivers, including public interest waivers, must review such waivers within five years of the date on which the waiver was issued. Agencies issuing new general applicability waivers must review such waivers at least every five years from the date of issuance. Agencies are encouraged to review general applicability waivers more frequently, when appropriate. In conducting a review of any general applicability waiver, the head of a Federal agency shall—

- (A) publish in the *Federal Register* a notice that—
 - (i) describes the justification for a general applicability waiver; and
 - (ii) requests public comments for a period of not less than 30 days on the continued need for a general applicability waiver; and
- (B) publish in the *Federal Register* a determination on whether to continue or discontinue the general applicability waiver, considering the comments received in response to the notice published under paragraph (A).³⁹

³⁶ IIJA, § 70937(c)(2)(C).

³⁷ Executive Order, § 5.

³⁸ Executive Order, § 5.

³⁹ IIJA, § 70914(d)(1) & (2).

For a period of five years beginning on the date of enactment of the Act, paragraphs (A) and (B) above shall not apply to any product-specific general applicability waiver that was issued more than 180 days before November 15, 2021.⁴⁰

By no later than November 15, 2022, agencies with existing, non-product specific general applicability waivers that were issued more than five years before November 15, 2021 should promptly commence review of each such waiver by publishing a *Federal Register* notice as required in section 70914(d)(2)(A) of the IIJA. Should the review justify retaining the waiver, agencies should consider narrowing the waiver in a manner that would support supply chain resilience and boost incentives to manufacture key products domestically, as appropriate.

To ensure prompt commencement of projects funded by IIJA, MIAO plans to work with agencies to expedite consideration of general applicability waivers for products or categories of products for which domestic sourcing challenges have been well documented. Agencies should align such waivers with complementary policies, such as work to boost supply chain resiliency and domestic employment. General applicability waivers should include appropriate expiration dates designed to ensure that, once available, Buy America qualifying products receive appropriate consideration.

VIII. Preliminary Guidance for Construction Materials

For construction materials, the Act requires that, not later than 180 days after November 15, 2021, OMB must issue standards that define the term “all manufacturing processes” in the case of construction materials. These standards must require that each manufacturing process required for the manufacture of the construction material and the inputs of the construction material occurs in the United States. They must also reflect efforts to maximize the direct and indirect jobs benefited or created in the production of the construction material.⁴¹

Although the deadline to issue such guidance has not yet passed, OMB is providing preliminary and non-binding guidance to assist agencies in determining which materials are construction materials so that agencies can begin applying Buy America requirements to those materials. This preliminary guidance addresses the requirements as set forth in section 70915(b) of the IIJA while providing sufficient time for OMB to receive additional stakeholder input.

The IIJA finds that “construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴²—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);

⁴⁰ IIJA, § 70914(d)(3).

⁴¹ IIJA, § 70915(b).

⁴² IIJA, § 70917(c)(1).

- lumber; or
- drywall.⁴³

To provide clarity to item, product, and material manufacturers and processors, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

Pending OMB's issuance of final standards on construction materials, and absent any existing applicable standard in law or regulation that meets or exceeds these preliminary standards, agencies should consider "all manufacturing processes" for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material. OMB is seeking additional stakeholder input before issuing further guidance identifying initial manufacturing processes for construction materials that should be considered as part of "all manufacturing processes."

Agencies should consult with MIAO, as needed, to ensure that any waiver issued for construction materials is explicitly targeted and time-limited, in order to send a clear market signal that additional standards for "all manufacturing processes" in the case of construction materials will be forthcoming.

⁴³ See IJA, § 70911(5).

Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Where applicable, the Federal agency must include appropriate terms and conditions in all awards, in accordance with applicable legal requirements and its established procedures, in order to effectuate the requirements of the Act and this guidance. The following is sample language.

To achieve the greatest possible consistency across agencies and programs, agencies should send their proposed terms and conditions to MIAO for review prior to incorporating them into applicable awards. Agencies should begin including appropriate language in NOFOs published *before* May 14, 2022 to provide applicants fair notice of the Buy America conditions that will apply to funds obligated on or after that date.

** ** **

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials⁴⁴ are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

⁴⁴ Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [\[link to awarding agency web site with information on currently applicable general applicability waivers\]](#).

*Definitions*⁴⁵

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴⁶—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

⁴⁵ Federal agencies may choose to provide definitions on a public-facing website and reference that website in the terms and conditions, rather than including all definitions in the terms and conditions itself. If an agency chooses to do provide definitions on a public-facing website, it is not considered a deviation from the terms and conditions provided and does not need to be reviewed by OMB.

⁴⁶ IIIA, § 70917(c)(1).

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.



SUPPLEMENT TO THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION

Technical Specifications

February 14, 2019

City of Prescott Public Works
433 N. Virginia Street, Prescott, Arizona 86301
Ph: 928.777.1130 | TDD: 928.777.1100 | Fax: 928.771.5929

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NEW 2/14/19 REVISIONS

New Specifications:

- Section 102 Bidding Requirements and Conditions
- Section 103 Award and Execution of Contract
- Section 110 Notification of Changed Conditions and Dispute Resolution
- Section 703 Riprap

Specifications Rewritten, or With Major Updates:

- Section 100 General Conditions
- Section 101 Abbreviations and Definitions
- Section 104 Scope of Work
- Section 105 Control of Work
- Section 106 Control of Materials
- Section 107 Legal Regulations and Responsibility to Public
- Section 108 Commencement, Prosecution and Progress
- Section 109 Measurements and Payments
- Section 205 Roadway Excavation
- Section 321 Placement and Construction of Asphalt Concrete Pavement
- Section 340 Concrete Curb, Gutter, Sidewalk, Curb Ramps, Driveway and Alley Entrance
- Section 405 Survey Monuments
- Section 611 Water, Sewer and Storm Drain Testing
- Section 630 Tapping Sleeves, Valves and Valve Boxes on Water Lines

Specifications With Minor Updates:

- Section 206 Structure Excavation and Backfill
- Section 211 Fill Construction
- Section 301 Subgrade Preparation
- Section 306 Mechanically Stabilized Subgrade – Geogrid Reinforcement
- Section 310 Placement and Construction of Aggregate Base Course
- Section 317 Asphalt Milling
- Section 329 Tack Coat
- Section 336 Pavement Matching and Surfacing Replacement
- Section 345 Adjusting Frames, Covers and Valve Boxes
- Section 350 Removal of Existing Improvements
- Section 401 Traffic Control
- Section 402 Pavement Markings and Striping
- Section 403 Permanent Signing, Sign Posts and Delineators
- Section 404 Loop Detectors
- Section 430 Landscaping and Planting
- Section 431 Landscape Rock

- Section 505 Concrete Structures
- Section 601 Trench Excavation, Backfilling and Compaction
- Section 610 Water Line Construction
- Section 612 Temporary Water Mains (Fly Lines)
- Section 615 Sanitary Sewer Line Construction
- Section 618 Storm Drain Construction
- Section 625 Manhole Construction and Drop Sewer Connections
- Section 626 Manhole Coatings
- Section 650 Abandonment and Removal of Water Main
- Section 651 Abandonment and Removal of Sanitary Sewer
- Section 701 Aggregate
- Section 710 Asphalt Concrete
- Section 725 Portland Cement Concrete

Details That Have Been Updated:

- All references to COP Standard Details to correspond with updated City of Prescott General Engineering Standards

PART 100 – GENERAL CONDITIONS

ADD the following section to Part 100- General Conditions:

SECTION 100: GENERAL CONDITIONS

100.2 STANDARD SPECIFICATIONS AND DRAWINGS

(A) Standard details and specifications for the project shall be the most recent versions of the Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (MAG Details/MAG Specifications), City of Prescott Supplement to MAG Standards (COP Supplement), City of Prescott General Engineering Standards (COP GES), Prescott City Code (City Code) and Arizona Revised Statutes (A.R.S.), except as modified in the project plans and specifications.

(B) Other standard specifications and details will be incorporated within the plans, project documents and specifications by reference, as necessary. These may include references to the Arizona Department of Transportation Standard Specifications for Roadway and Bridge Construction (ADOT Specifications), Arizona Department of Environmental Quality (ADEQ), Manual on Uniform Traffic Control Devices (MUTCD) (with Arizona Supplement), American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), and others.

100.3 GENERAL NOTES

(A) All construction shall conform to the most recent versions of the MAG Standards, COP Supplement to MAG, and the COP GES, unless specifically modified on the plans.

(B) It shall be the Contractor's responsibility to obtain copies of all standards, details and specifications necessary to completely and accurately interpret the plans.

(C) All plans are null and void 1 year from date of signature if construction has not started.

(D) All quantities shown on plans are approximate, are not verified by the Engineer, and are furnished solely for the Contractor's convenience. They do not necessarily correspond to bid schedule items. Payment shall be based on bid schedule items for actual quantities provided and installed. The Contractor shall not be relieved of their responsibility for independently estimating work quantities prior to bidding. If any discrepancy in quantities is found, Contractor shall notify the Engineer of such no later than 24 hours prior to bid opening.

(E) A City right-of-way permit will be required for all off-site construction and construction within the public right-of-way.

(F) It is the sole responsibility of the Contractor to obtain, at the Contractor's own expense, such permits as are required from the appropriate agencies.

(G) The Public Works Department shall be notified a minimum of 24 hours prior to beginning any construction in the public right-of-way at (928) 777-1176.

(H) Inspection is to be done by the City Public Works Department.

(I) Any work performed without the knowledge of the City Inspector or the Inspector's authorized representative is subject to removal and replacement of same, to be done at the Contractor's expense.

(J) All work and materials, which do not conform to the specifications, are subject to removal and replacement at the Contractor's expense.

- (K) Approval of a portion of the work in progress does not guarantee its final acceptance. Testing and evaluation may continue until the written final acceptance of a complete and workable unit.
- (L) The City may suspend the work by written notice when, in its judgment, progress is unsatisfactory, work being done is unauthorized or defective, weather conditions are unsuitable, or there is a danger to the public health and safety.
- (M) The Contractor shall provide sufficient men and equipment on the job at all times during construction to comply with specifications and to complete work.
- (N) The Contractor shall be responsible for construction surveying and layout.
- (O) The Contractor shall notify Arizona 811 (formerly Arizona Blue Stake) at 1-800-STAKE-IT (1-800-782-5348) between 6 a.m. and 5 p.m. Arizona time, Monday-Friday (excluding State holidays), at least 48 hours prior to construction.
- (P) It is the Contractor's responsibility to locate all underground pipelines, telephone, communication and electric conduits and structures in advance of any construction and will observe all possible precautions to avoid any damage to such. The Engineer and/or City will not guarantee any locations as shown on these plans, or those omitted from it.
- (Q) The Contractor is to uncover all existing lines being tied into and verify grades, pipe material, and pipe diameter before material submittals and planned construction activities.
- (R) The Contractor shall comply with all ADEQ requirements.
- (S) All water lines shall be provided with 12 AWG HS-CCS wire. Trace wire shall be subject to traceability test. Testing is to be by the Contractor and witnessed by the City Representative and at no extra cost to the City.
- (T) Water and sewer separation shall be pursuant to Arizona Administrative Code (AAC) R18-5-502.C. and City specifications.
- (U) Water mains shall be subject to a pressure and leakage test in accordance with the American Water Works Association (AWWA) C600 Standard.
- (V) Water mains shall be disinfected in accordance with ADEQ Engineering Bulletin No. 8 "Disinfection of Water Systems".
- (W) Operation of valves to be done by City personnel only.
- (X) All pipeline materials shall be installed per manufacturer's requirements unless superseded by City specifications.
- (Y) All materials for water line construction shall meet AAC R18-4-119.
- (Z) ADEQ requirements will apply when more stringent than MAG Specifications; more specifically where they pertain to maximum allowable sewer line/pressure sewer line exfiltration-infiltration rates.
- (AA) Sewer line low-pressure air tests shall be done on 100 percent of all sanitary sewer lines.
- (BB) Sewer manholes exfiltration tests shall be done on 100 percent of all manholes. Vacuum testing in accordance with City standards may be used in lieu of exfiltration test.
- (CC) Sewer line deflection tests shall be done on 100 percent of all pipes.
- (DD) Prior to project acceptance, the Contractor shall be responsible for providing the City with a video (DVD format) of the entire sewer main installed including service laterals. A City Representative shall attend the video data collection. If the City is not present during the video data collection, the City may require that the video data be redone, at the Contractor's expense, with the City Representative present. The video will be reviewed and deemed acceptable by the City prior to project acceptance.

- (EE) Acceptance of the completed work will not be given until 3 ml Mylar as-built reproducible plans and all required digital files have been submitted by the Engineer of Record and approved by the Engineer.
- (FF) The Contractor shall warrant all work for a minimum of 2 years after formal acceptance of the work.

SECTION 101: ABBREVIATIONS AND DEFINITIONS

101.2 DEFINITIONS AND TERMS

REVISE and ADD the following:

Agency/City/Contracting Agency/Owner: Interchangeable to mean, the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, unless otherwise noted; and meant as the governmental agency/legal entity for which the work is being done, either by permit or contract.

City's Representative: The authorized representative of the City, which may be an individual or a firm, or their assistants assigned to the project work, the project site, or any part thereof during the performance of the work by the Contractor and until final acceptance.

County: Yavapai County, organized and existing under and by virtue of the laws of the State of Arizona.

Director: The City of Prescott Public Works Director, or their designee, representative or assistants, unless otherwise noted.

Engineer: The duly authorized person, or their designees, employed by or contracted with the City of Prescott who is responsible for all aspects of the project and with the authority to make revisions to and approve the changes to the plans or specifications.

Engineer of Record: The Engineer of Record is a Civil Engineer registered in the State of Arizona by the Board of Technical Registration and is responsible for design, calculations and preparation of contract documents. The Engineer of Record shall provide field observation, compile, review and comment on project documentation, material testing reports and prepare as-built drawings.

Materially Unbalanced Bid: A bid that generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the City.

Mathematically Unbalanced Bid: A bid containing lump sum or unit bid prices that do not reflect reasonably anticipated actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

Notice Inviting Bids: Refers to the standard forms inviting proposals or bids.

SECTION 102: BIDDING REQUIREMENTS AND CONDITIONS

102.2 CONTENTS OF PROPOSAL PAMPHLET

ADD the following:

All standard specifications and details referenced, unless otherwise noted, shall conform to the most current editions, including revisions thereto.

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK

ADD the following:

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in or omissions from the plans or specifications, they shall submit to the Director a written request for an interpretation or correction thereof no later than 5 working days before bid or proposal opening. The person submitting the request will be responsible for its prompt delivery. Interested bidders may call, email or visit the office of the Director with any questions up to 5:00 PM on the fifth working day prior to the bid opening date. The City will no longer address or interpret any general questions or comments after that time. Should any issue be determined significant to the project by the Director, appropriate action will be taken. Any interpretation or correction of the proposed documents will be made available to prospective bidders a minimum of 3 working days prior to the bid opening date. Any correction of the contract documents will be made only by an addendum duly issued by the City and a copy of such addendum will be available on the City's website. The City will not be responsible for any other explanations or interpretations of the documents.

102.5 PREPARATION OF PROPOSAL

ADD the following:

(D) If the proposal is made by an individual, it shall be signed and the individual's full name and address shall be given. If it is made by a partnership, it shall be signed with the partnership name and by a general partner of the firm who shall also sign their own name, and the name and address of each partner shall be given; and, if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers.

All submittal forms are contained in the Notice Inviting Bid and must be submitted as part of the bid.

ADD the following subsection to 102.5 Preparation of Proposal:

102.5.1 Instructions for Preparing Proposal

Payment for all work performed under this contract shall be based on the units as shown in the bidding schedule. Payment of the bid items as stated in the Contractor's proposal for the completed work, shall be compensation in full for the furnishing of all overhead, labor, materials, devices, equipment and appurtenances included in the work as are necessary to complete the total work under this contract in a good, neat, and satisfactory manner as indicated on the plans, as described in the specifications, and as otherwise implied or required to fulfill the objective of the work.

All construction elements, as identified in the bid schedule, shown on the plans or details or described in the special provisions, are required for the construction and are to include all costs associated with earthwork, trenching, subgrade construction, valves, fittings, tapping sleeves, appurtenances, utility boxes, bedding, pavement replacements, hauling, placing, disposing of, start up, testing, certifying, or any other associated work and materials required for a complete in place and operable item of construction. All work items and materials not specifically itemized in the bid schedule and that are required for construction are to be considered incidental to the total project bid amount.

It is the intent of the contract that maximum payment shall not exceed the agreed unit price without duly authorized contract amendments. Each item, fixture, piece of equipment, work, etc., as indicated on the plans, or specified anywhere in these documents shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item, and the total system or systems.

Any and all patents, license fees, insurance premiums, etc., for the right to use equipment or processes included in this contract shall be included in the total bid price.

Cost of testing, and other incidental operations, profit and overhead cost, including the cost of supervision, temporary field offices, move-in, move-out, insurance, taxes, equipment not a permanent part of the job, and other incidental items, shall be included in the total bid price.

The "Total Amount of Bid" must be filled out by the bidder. In case of any discrepancy between the price in figures and price in written words, as written or corrected, the price in written words shall be presumed to be correct unless obviously in error, and shall be considered as the Contractor's correct and intended bid.

Bids shall not contain any recapitulations of the work to be done. Alternative proposals will not be considered unless called for.

102.6 SUBCONTRACTORS LIST

REMOVE the first paragraph in its entirety and REPLACE with the following:

The Subcontractors List must be completed, attached and submitted along with the bidding schedule. Only 1 name shall be listed for each category.

102.7 IRREGULAR PROPOSALS

ADD the following:

- (F) If the bid is mathematically unbalanced.
- (G) If the bid is materially unbalanced.

102.9 SUBMISSION OF PROPOSAL

ADD the following:

Bids shall be delivered to the office of the City Clerk, City of Prescott, Arizona, before the day and hour set for the submittal of bids in the Notice Inviting Bids as published. Bids shall be enclosed in a sealed envelope bearing the title of the work and the name of the bidder. It is the sole responsibility of the bidder to ensure the bid is received in proper time.

102.13 SUCCESSFUL BIDDERS

REMOVE in its entirety and REPLACE with the following:

The successful bidder may obtain 1 set of plans and specifications for the project at no extra cost.

ADD the following subsection to Section 102- Bidding Requirements and Conditions:

102.14 ADDENDA

Any addenda issued during the time of bidding, forming a part of the documents issued to the bidder for the preparation of a bid, shall be covered in the bid and shall be made a part of the contract. Addenda may be issued until noon on the third working day prior to the bid opening date. It is the prospective bidder's responsibility to check for addenda related to this procurement. Addenda will be posted on the City's website.

SECTION 103: AWARD AND EXECUTION OF CONTRACT

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.1 Confirmation of Bid

At any time after the opening of the bids, the Director may require any bidder on the project to confirm such bid in writing prior to contract award. An acknowledgement will be sent to the bidder to certify the prices bid have been reviewed and to confirm work can be completed in accordance with the requirements of the contract documents, plans and specifications in the total bid amount stated in the bidding schedule.

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.2 Experience and Qualifications

When requested by the City, the bidder shall supply a list of all public projects begun within the previous 3 years prior to contract award. The project list shall contain all public projects entered into by the bidder and shall include the project name and location, original and final contract amounts, project status and a contact name and information for each project. The bidder shall provide a description and explanation for any projects that were not completed successfully. Failure to provide complete and factual information may be grounds for rejection of the bid in accordance with City Procurement Code 1-27-18(K).

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.3 Pre-Award Conference

The City may require the apparent low bidder to attend a pre-award conference in order to establish that the bidder fully understands the scope, complexity and expectations of the project as described in the contract documents; to discuss issues, concerns, risk areas and how to minimize them within the bounds of the contract; and to determine that the apparent low bidder is the most responsible and/or most qualified bidder in accordance with City Procurement Code 1-27-18(K).

The purpose of the pre-award conference is to ensure that all participants are apprised of their responsibilities and obligations regarding all applicable laws, rules, regulations and ordinances contained in the contract documents prior to entering into a contract.

103.3 AWARD OF CONTRACT

REMOVE the first paragraph in its entirety and REPLACE with the following:

The contract will be awarded to the lowest qualified bidder complying with these instructions and with the Notice Inviting Bid. The City, however, reserves the right to accept or reject any or all bids if it deems it best for the public good, and to waive any informality in the bids received. The award, if made, will be within 60 calendar days after the opening of bids.

ADD the following subsection to 103.3 Award of Contract:

103.3.1 Assignment of Contract

No partial or full assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received there under by the Contractor, will be recognized by the City unless such assignment has had prior written approval of the City and the surety has been given due notice of such assignment in writing and has consented thereto in writing.

103.6 CONTRACTOR'S INSURANCE

ADD the following:

The Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under 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, the Contractor's agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for a contract 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 a contract by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. The Contractor is free to purchase such additional insurance as may be determined necessary.

(A) Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

- (1) On insurance policies where the City is named as an additional insured, the City 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.
- (2) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(B) Notice of Cancellation: With the exception of a 10 day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a 30 day written notice.

(C) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

(D) Verification of Coverage: The Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required 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 this contract and remain in effect for the duration of the project and warranty period as set forth in Paragraph 3 of the “Contractor’s Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties”. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this contract shall be sent directly to the Public Works Department, 433 N. Virginia Street, Prescott, AZ 86301. 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.

(E) Such policy shall not exclude coverage for the following:

(1) Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.

(2) Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.

(3) Injury to or destruction of any property arising out of blasting or explosion.

(4) Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

(F) The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in the Contractor’s name and also in the name of the City in an amount of at least 100 percent of the contract amount (if applicable).

(G) The Contractor shall secure “all risk”-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than 100 percent of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

103.6.1 General

REMOVE item (A) in its entirety and REPLACE with the following:

(A) The Contractor shall provide and maintain, during the life of the contract, General Liability, Automobile Liability, and Worker’s Compensation Insurance as provided herein.

Unless otherwise specifically required by the special provisions, the minimum limits of public liability and property damage liability shall be as provided herein.

The Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

(1) Commercial General Liability: Occurrence Form

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

- General Aggregate \$3,000,000
- Products – Completed Operations Aggregate \$3,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Legal Liability (Damage to Rented Premises) (if applicable) \$100,000

The policy shall be endorsed to include the following additional insured language:

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the Contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

(2) Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or 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 City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

(3) Worker’s Compensation and Employer’s Liability:

- | | |
|--------------------------|-------------|
| Worker’s Compensation | Statutory |
| Employer’s Liability | |
| • Each Accident | \$1,000,000 |
| • Disease- each employee | \$1,000,000 |
| • Disease- policy limit | \$1,000,000 |

The policy shall contain a waiver of subrogation against the City for losses arising from work performed by or on behalf of the Contractor.

(4) Professional Liability (Errors and Omissions Liability) (if applicable)

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

(a) In the event that the professional liability insurance required by this contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

- (b) The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- (c) Notice of Cancellation: With the exception of a 10 day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a 30 day written notice.

103.6.2 Indemnification of the Contracting Agency Against Liability

REMOVE in its entirety and REPLACE with the following:

The Contractor shall defend, indemnify and hold harmless the City, its departments, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys fees and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the Contractor's owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under Worker's Compensation Law or arising out of failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts of Indemnitee, be indemnified by the Contractor from and against any and all claims. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its departments, officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.9 PRECONSTRUCTION CONFERENCE

Within 15 days of the date of the Notice of Award, the Contractor is required to attend a preconstruction conference. The City will contact the Contractor to schedule a specific date, time and location for the preconstruction conference. The purpose of the meeting is to outline specific construction items and procedures and to address items, which require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures, which the Contractor believes may be of benefit to the project, reduce cost, or will reduce inconvenience to the public. Communication and coordination issues will be also addressed during the preconstruction conference. The Contractor will be required to provide 5 sets of the following information at the preconstruction conference:

- Key personnel names and emergency phone numbers involved in the project.
- Public information plan
- Project signage plan
- Stormwater Pollution Prevention Plan (SWPPP) (NOI if applicable)
- Contractor quality control plan
- Subcontractor contracts and purchase orders for each and every item of work under subcontract on the project
- Payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project
- Overall construction schedule and two-week look ahead schedule (provided weekly)

- Dust abatement/street sweeping plan and construction water meter application
- Traffic control plan and access management plan providing for continuous access to residents and businesses affected by the project
- Contractor's company safety plan
- An itemized list of shop drawings, materials, mix designs, equipment submittals and a schedule indicating the dates each of these items will be transmitted to the Director for review

Each of the above items is subject to review and approval by the Director.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.10 COMMENCEMENT

The Contractor shall commence work on or before the tenth calendar day after receiving the Notice to Proceed, and shall complete all work under the contract within the period of time specified in the special provisions. The City reserves the right to issue Notice to Proceed at any time between 0 and 60 days after contract award. Notice to Proceed will be issued not later than 60 calendar days after the contract has been awarded unless otherwise agreed upon in writing, or as may be specified in the special provisions. In addition, the Contractor shall not commence work until all required documents, bonds, plans and schedules have been received and approved by the City. These submittals will not affect the issuance of Notice to Proceed by the City.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.11 CONTRACTOR AND SUBCONTRACTOR RECORDS

(A) The Notice Inviting Bids, Information for Bidders, special provisions, specifications, plans, and all supplementary documents are intended to be complete and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the contract documents, the Contractor shall immediately call the matter to the attention of the Director for furnishing of detailed instructions. In case of discrepancies, the specifications shall govern over the plans. Figured dimensions shall govern over scaled dimensions.

(B) Any drawings or plans listed anywhere in the specifications or addenda thereto shall be regarded as a part thereof and of the contract. Anything mentioned in these specifications and not indicated on the plans, or anything indicated on the plans and not mentioned in these specifications, shall be in the same force and effect as if indicated or mentioned in both.

(C) The Contractor, subcontractors and all suppliers shall keep and maintain all books, papers, records, files, accounts, reports, bid documents with back-up data, including electronic data, and all other material relating to the contract and project for 3 years following completion and acceptance of the work. All records shall be accurately maintained in accordance with generally accepted accounting principles and practices uniformly and consistently applied in a format that will permit audit. The Director or the Director's authorized representative(s) shall have access at all reasonable times to all applicable records of the Contractor and the records of the Contractor's subcontractors.

The Contractor and subcontractors shall preserve all such materials for a period of 3 years after all payments to the Contractor or subcontractors, or until the final resolution of all claims made by the Contractor or subcontractor on this contract, whichever is later. The Contractor and subcontractors shall make all of the above materials available to the Director for auditing, inspection and copying and shall produce such materials upon written request at the office of the Public Works Director located at 433 N. Virginia Street, Prescott, Arizona 86303.

The Contractor shall insert the above requirement in each subcontract, purchase order, lease agreement, or other document under which goods or services are provided for the performance of this contract and shall also include in all subcontracts a clause requiring subcontractors to include the above requirement in any lower-tier subcontract, purchase order, lease agreement or document under which goods or services are provided for the performance of this contract.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.12 ERROR AND OMISSIONS

The written dimensions, calculations and quantities on the plans are presumed to be correct, but the Contractor shall be required to check carefully all dimensions, calculations and quantities before beginning work. If any errors or omissions are discovered, the Director shall be so advised in writing and will make the proper corrections. If the Contractor claims that any such errors or omissions should change the cost of any pay item or the construction as identified in the plans, the Contractor shall also submit to the Director a written proposed contract amendment. Any such adjustments made by the Contractor that are claimed to change the cost of any pay item or the construction as identified in the plans, without prior review and acceptance of a proposed contract amendment, shall be at the Contractor's own risk. The settlement of any complications or disputed expenses arising from the Contractor's adjustment shall be borne by the Contractor at the Contractor's own expense.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.13 CONTINGENCIES

All loss or damage arising from obstruction or difficulties which may be encountered in the prosecution of the work, from the action of the elements, or from any act or omission on the part of the Contractor or any person or agent employed by him shall be borne by the Contractor.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.14 NOTICE AND SERVICE THEREOF

Any notice to the Contractor from the City relative to any part of this contract shall be in writing and considered delivered and the service thereof completed when said Notice is posted, by first class mail to the Contractor at the Contractor's last given address, electronically delivered, or delivered in person to the Contractor or the Contractor's authorized representative on the work.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.15 PROJECT CLOSEOUT

It is the intent of these specifications and contract documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use. The City shall withhold Final Payment and release of retention until ALL of the following items have been completed:

- (A) Completion of all work, including punch-list items and final acceptance of the work by the City.
- (B) Submittal by the Contractor of final pay estimate, which shall show the amount of work performed according to the contract and approved by the City.
- (C) Submittal by the Contractor of all project record documents, including as-built drawings, operation and maintenance manuals, and other records as referenced herein.

- (D) Submittal by the Contractor of the Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion and Warranties.
- (E) Closeout of any and all permits issued to the Contractor by the City or any other agency for the work included in the project.
- (F) Submittal by the Contractor of an Environmental Protection Agency (EPA) Stormwater Pollution Prevention Plan (SWPPP) Notice of Termination (if applicable).

SECTION 104: SCOPE OF WORK

104.1.1 General

REMOVE the last paragraph in its entirety and REPLACE with the following:

Unless otherwise specified in the special provisions, the Contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including, but not limited to, dust and traffic control measures, and to perform all work involved in executing the contract in a satisfactory and workmanlike manner within the specified time.

The Contractor shall at all times during the continuance of the contract prosecute the work with such work force and equipment as is sufficient to complete the project within the time specified.

ADD the following:

The work shall conform to such other drawings relating thereto as may be furnished by the City prior to the opening of proposals, and to such drawings in the explanation of details or minor modifications as may be furnished from time to time during construction, including such minor modifications as the Director may consider necessary during the prosecution of the work.

Scaled dimensions shall not be used in the construction of the work.

All work, as identified in the contract documents, not specifically itemized in the bid schedule that are required for the construction, are to be considered incidental to the project bid amount.

104.1.3 Water Supply

ADD the following:

- (A) The Contractor shall supply adequate, pure, cool drinking water with individual drinking cups for the use of employees on the project. The quality of drinking water shall meet the requirements specified by the Arizona State Department of Health.
- (B) It shall be the responsibility of the Contractor to provide and maintain, at the Contractor's own expense, a supply of water sufficient for the needs of the project and to install and maintain necessary supply connections and piping for the same. Before final acceptance of the completed project, all temporary connections and piping installed by the Contractor shall be removed.
- (C) The Contractor shall apply for a fire hydrant meter for all construction water used if the Contractor desires to obtain water from the City distribution system at any point. All contractors requesting construction water from the City must submit an application for a construction water meter to the Water Distribution

Department. A \$1,000 deposit will be required for hydrant meters. If construction water use occurs during the months of May through September the Contractor shall also include a dust abatement program. Potable water may not be allowed for dust abatement during these months. Potable water can be used to process embankment fill and base materials year round. However, contractors are encouraged to use treated effluent for construction activities. The City has two outlets for effluent, the Sundog Wastewater Treatment Plant and the Airport Wastewater Treatment Plant. The City will provide metered standpipes for effluent at both plants. The Contractor will be required to estimate daily and total potable/effluent water usage for the project as identified on the application for a construction water meter. The Contractor will be responsible for all costs associated with obtaining and delivering construction water.

104.1.4 Cleanup and Dust Control

ADD the following:

(A) Street Sweeping: The Contractor shall be responsible for sweeping the project no less than 4 times a week, or more as deemed necessary by the Engineer, to suppress dust, pick up dirt, soil, and construction debris so it does not travel to a water body or the City's storm drain system. A street sweeping plan documenting the frequency of sweeping, time and dates, route and type of sweeper that will be utilized shall be submitted to the City at the first preconstruction conference. The street sweeper shall be a mechanical sweeper with water applying equipment. No brooms, mechanical brooms mounted on drivable construction equipment or regenerative air sweepers will be accepted without prior approval from the City.

No measurement or payment will be made for street sweeping, unless otherwise provided for in the special provisions or proposal. The cost of street sweeping will be deemed incidental and the cost included in the proposal price for the construction operation to which dust control is incidental or appurtenant.

(B) Waste Disposal, Grading and Material Storage

(1) 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 owners(s) prior to disposing of any surplus materials, waste products, debris, etc., on private property, and shall also obtain the approval of the Director prior to such disposal.

(2) The Director will not approve the filling of ditches, washes, drainage ways, etc., which may in the Director's opinion create water control problems.

(3) The Director will not approve disposal operations, which will, in the Director's opinion, create unsightly and/or unsanitary nuisances.

(4) The Contractor shall maintain the disposal site(s) in a reasonable condition of appearance and safety during the construction period as required by the Director. Prior to final acceptance of the project, the Contractor shall have completed the leveling and cleanup of the disposal site(s) to the satisfaction of the Director.

(5) The Contractor shall obtain a grading permit or any other permit required by the City, Yavapai County or any other county, or State or Federal rules, regulations, laws, ordinances, or any other regulatory authority for all construction operations of the project, including but not limited to the following:

(a) Areas disturbed by the Contractor, including staging areas, borrow areas, waste areas, or material storage areas, located within the City limits that are subject to any requirements of the City Code, COP Land Development Code or COP General Engineering Standards, including but not limited to Section 6.7 – Site Disturbance, Grading and Restoration Standards; and Section 9.6 – Site Disturbance and Grading Permit, of the COP Land Development Code; Chapter 16-2: Drainage Regulations of the City Code; and Articles 2 and 3 of the COP General Engineering Standards;

(b) Areas outside of the City limits that are subject to the requirements of Yavapai County, Arizona Department of Transportation (ADOT), and/or Yavapai-Prescott Indian Tribe (YPIT) for any activities described herein;

(c) The disposal of waste material on private property dependent upon site specific conditions at the waste area(s) and characteristics of the fill in accordance with this section. The fees for a permit for this activity shall not be waived; said fees are incidental to the appropriate bid item(s);

(d) The staging or material storage area(s) that:

(i) Are not City owned property on the project, or

(ii) Require clearing or grubbing in excess of 10,000 square feet

Fees for a permit(s) for this activity shall not be waived; said costs are incidental to the appropriate bid item(s).

(e) Site disturbances for infrastructure improvements on City owned property not within the right-of-way for which the disturbance is greater than 50 cubic yards of material or in excess of 10,000 square feet. The associated fees for grading permits for this activity on City owned property shall be waived.

104.1.5 Final Cleaning Up

ADD the following:

Upon completion of construction and before final acceptance can be made by the Engineer, the Contractor shall clean up each individual construction area to the satisfaction of the Engineer. Small trees, weeds, and brush, which were removed as part of construction work, shall be removed from the project site and properly disposed of. All debris including but not limited to broken pipe, concrete and other construction debris shall be removed from the project site and properly disposed.

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. Restoration of incidental items impacted by construction activity shall be in any and all areas utilized by the Contractor in relation to the project. The Contractor shall restore each individual work site to grades existing before construction work. No separate payment will be made for restoration of items impacted by the Contractor’s construction operation and the cost of these items shall be included in the unit prices in the bid schedule.

104.2 ALTERATION OF WORK

ADD the following:

(A) Changes in the Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Director. All such work shall be executed under the conditions of the original contract except that any claim for extension of time and additional cost caused thereby shall be adjusted at the time of ordering such change or extra work.

Extra work shall be that work not indicated or detailed on the plans and not specified. Such work shall be governed by all applicable provisions on the contract document.

In giving instructions, the Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Director, and no claim for an addition to the total amount of the contract shall be valid unless so ordered.

It is mutually understood that it is inherent in the nature of municipal construction that some changes in the plans and specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the contract to recognize a normal and expected margin of change. The Director shall have the right to make such changes, from time to time, in the plans, in the character of the work, and in the termination of the completion of the work in the most satisfactory manner without invalidating the contract.

Any change ordered by the Director which involves installation of work essential to complete the Contract, but for which no basis of payment is provided for herein, said payment therefore shall be subject to agreement prior to said work being performed.

The prices agreed upon and any agreed upon adjustment in contract time shall be incorporated in the written order issued by the Director, which shall be written so as to indicate acceptance on the part of the Contractor as evidenced by the Contractor's signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the contract as it applies to the items in questions and make such arrangements as it may deem necessary to complete the work, or it may direct the Contractor to proceed with the items in question to be reimbursed pursuant to the unit prices in the Contractor's bid or on a force account basis as provided hereinafter, at the City's option.

(B) Claims for Extra Work: If the Contractor claims that any instructions involve extra cost under this contract, he shall give the Director written notice thereof within 48 hours after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for herein. No such claim shall be valid unless so made.

SECTION 105: CONTROL OF WORK

105.1 AUTHORITY OF THE ENGINEER

ADD the following:

All references to "the Engineer" shall mean the City Public Works Director.

105.2 PLANS AND SHOP DRAWINGS

ADD the following:

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

ADD the following subsection to 105.2 Plans and Shop Drawings:

105.2.1 Submittals

In ample time for each to serve its proper purpose and function, the Contractor shall submit to the Director such schedules, reports, drawings, lists, literature samples, instructions, directions, and guarantees as are specified or reasonably required for construction, operation, and maintenance of the facilities to be built and/or furnished under this contract.

Shop drawings and data shall be submitted to the Director in such number of copies as will allow him to retain 4 copies of each submittal. The submittal shall clearly indicate the specific area of the specifications or plans for which the submittal is made. The additional copies received by him will be returned to the Contractor's representative at the job site. The Director's notations of the action, which he has taken, will be noted on 1 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 plans and the fabrications furnished shall be in conformance with the same.

ADD the following subsection to 105.3 Conformity with Plans and Specifications:

105.3.1 Order of Work

When required by the contract documents, the Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for contract items of work and no additional compensation will be allowed therefore.

105.4 COORDINATION OF PLANS AND SPECIFICATIONS

ADD the following:

In the event of any doubt or question arising regarding the true meaning of these specifications, special provisions, or the plans, reference shall be made to the Engineer, whose decision thereon shall be final. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

The contract plans consist of general drawings. These indicate such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the contract plans shall be in writing. The contract plans shall be supplemented by such working or shop drawings prepared by the Contractor as are necessary to adequately control the work. No change shall be made by the Contractor in any working or shop drawing after it has been accepted by the Engineer.

The Contractor shall keep a copy of the contract documents, plans and specifications at the job site, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as a part thereof and the Engineer will furnish from time to time such additional drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

All authorized alterations affecting the requirements and information given on the accepted plans shall be in writing. No changes shall be made of any plan or drawing after the same has been accepted by the Engineer except by consent of the Engineer in writing.

105.5 COOPERATION OF CONTRACTOR

REMOVE the first paragraph in its entirety and REPLACE with the following:

1 set of approved plans and specifications shall be kept available on the work site at all times by the Contractor.

105.6 COOPERATION WITH UTILITIES

ADD the following:

Location of Underground Utilities

- (A) The Contractor shall contact Arizona 811 (formerly Arizona Blue Stake) within the time frame specified under Arizona law and request field location of underground utilities on public and private property. The Contractor shall employ private locating companies for private utilities not found by Arizona 811. At the time these locations have been marked and prior to the commencement of excavation within the affected area, the Contractor shall at the Contractor's expense manually determine the exact location of all buried facilities.
- (B) The Contractor shall notify all affected utilities prior to the start of construction and shall ascertain the location of the various underground utilities either shown on the plans and/or as may be brought to the Contractor's attention.
- (C) The Contractor shall perform all operations in accordance with Arizona 811.
- (D) Utility locations shown on the plans are approximate and based on drawings furnished by the respective utility. It shall be the Contractor's responsibility to protect all existing utilities. Should a utility conflict occur, the Contractor shall cooperate with the said utility to resolve the conflict. No claim for extra costs shall be made against the City for delays due to any utility conflict.
- (E) If performance of the Contractor's work is delayed because the utility owners fail to relocate or adjust their facilities in a timely manner, the Contractor may file for an extension of time. To receive consideration, this request shall contain specific information as to the nature of the delay and the actual loss of time involved.
- (F) The Contractor shall assume full responsibility for damage to all marked utilities due to the Contractor's operations and shall repair the damaged utilities in accordance with regulatory authority requirements at the Contractor's own expense.
- (G) Measurement and Payment: No separate measurement and payment shall be made for the location of underground utilities. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

105.8 CONSTRUCTION STAKES, LINES AND GRADES

ADD the following:

- (A) Construction staking shall be the responsibility of the Contractor. The control for the project is provided in the contract documents. The Contractor shall be held responsible for preservation of control monumentation. If any of the control monumentation have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them will be charged against him and will be deducted from the payment of work.
- (B) The Contractor shall not retain the Engineer of Record for construction staking due to conflict of interest.
- (C) Staking shall be performed and certified by a Registered Land Surveyor in good standing with the Arizona State Board of Technical Registration.
- (D) The staking shall be performed in such a manner and frequency that the Contractor is able to construct the project in accordance with the plans and specifications. At a minimum, staking shall include:
 - (1) Slope or limit stakes
 - (2) Limits of Temporary Construction Easements (TCE)
 - (3) Horizontal and vertical alignment of pipeline

- (4) Valves, tees, horizontal and vertical bends, blow offs, air release valves, tracer wire stations, water meters and hydrant locations
 - (5) Tank and appurtenances
 - (6) Electrical, instrumentation and control facilities, including, but not limited to, antennae pole
 - (7) Site improvements including, but not limited to, retaining walls, curbs, fencing, drainage, chain link fence enclosures, protection posts, gates, etc. The original grade of all retaining walls shall be surveyed and established prior to beginning any earthwork.
 - (8) Cross-sections will be required, at no additional expense to the City, should quantity disputes arise pertaining to the following: earthwork, subgrade, ABC or asphaltic concrete.
 - (9) Curb stakes at all PC's, PT's, vertical PI's (grade breaks), transitions to and from super elevated sections and at 50 foot intervals
 - (10) Blue tops for subgrade and ABC at intervals specified for curb. Quarter crown blue tops shall be required when the typical section is 4 lanes or more without median curb.
 - (11) Other staking as needed to complete the work in conformance with the plans and specifications.
- (E) The Engineer and the Contractor's superintendent shall meet monthly or as necessary to jointly measure all work items under the contract to determine pay quantities for each pay period. Quantities of work items shall be documented on the respective plan sheets and separately in tabular fashion with Station to Station measurements noted to assure there is no duplication of payment for work performed. Measurements will be for work actually completed. No projections for expected completion of work will be allowed.
- (F) All survey data will be referenced to the City Coordinate System in accordance with the City Survey Datum Requirements as noted below.

CITY OF PRESCOTT SURVEY DATUM REQUIREMENTS		
Coordinate Units		International Feet
Distance Units		International Feet
Height Units		International Feet
Datum		
Geodetic (Horizontal) Datum		North American Datum of 1983 (1992), (NAD83 (1992))
Coordinate System		Arizona Coordinate System (State Plane)
Zone		Central (0202)
Vertical Datum		North American Vertical Datum of 1988, (NAVD88)
Geoid Model		GEOID99 (Conus)
City of Prescott Coordinate System (COPCS) – Conversion from State Plane		
COPCS Northing		(State Plane Northing x 1.000329975) – 701,456.0090
COPCS Easting		(State Plane Easting x 1.000329975) + 69,457.2499
Note: Distances computed between COPCS coordinates approximate “ground” distances		
State Plane – Conversion from City of Prescott Coordinate System		
State Plane Northing		(COPCS Northing + 701,456.0090) x 0.999670134
State Plane Easting		(COPCS Easting – 69,457.2499) x 0.999670134
Example – City of Prescott Mingo Base		
Latitude		34°34’29.27969” N
Longitude		112°28’48.72638” W
Height		5587.018’
State Plane Coordinates		City of Prescott Coordinates
Northing	1,301,026.703	600,000.0000
Easting	530,367.742	600,000.0000
Elevation	5,673.561’	5,673.955’

(G) Measurement and Payment: The quantity of construction staking measured for payment shall be the lump sum bid by the Contractor. The contract unit price per lump sum paid for construction staking shall be full compensation for all labor, materials, and equipment to perform the construction staking as described in this section.

105.9 DUTIES OF INSPECTOR

ADD the following:

An inspector is to be assigned to the project by the City to monitor the project and to keep the Engineer informed as to the progress of the work and the manner in which it is being done. Additionally, the Inspector will call the Contractor's attention to any nonconformance with the plans and specifications. Inspection will be done on an as needed or on-call basis. The Inspector will not be authorized to approve or accept any portion of the work. The Inspector will exercise such additional authority only as may from time to time be delegated to him by the Engineer.

105.10 INSPECTION OF WORK

ADD the following:

Inspection is to be done by the City Public Works Department. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the specifications and contract. If the Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the part removed will be paid for as provided in Sections 104 and 105 of these specifications, but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense.

105.15 ACCEPTANCE

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Partial Acceptance: Partial acceptance may be given upon substantial completion of the work at the sole discretion of the Engineer as provided herein. After completion of certain units of work under this contract, such as a structure, utility service, or a section of road or pavement, including all testing and other preparation necessary for operation of the unit by the City as herein specified, but prior to final project completion, the Contractor may request the Engineer to make final inspection of that work for partial acceptance. If the Engineer finds, upon inspection, that the work has been satisfactorily completed in compliance with the contract, the Engineer may accept the work, in writing, as being completed and the Contractor may be relieved of further responsibility for that work. Such partial acceptance shall in no way void or alter any terms of the contract.

(1) For the purpose of this section, substantial completion shall mean that stage in the progress of the work where the work or designated portion is sufficiently complete in accordance with the contract documents so that the City can occupy or utilize the work for its intended use with only minor work items or cleanup items remaining to be accomplished. Partial acceptance shall not be given for incomplete major work items nor minor work items affecting public health and safety.

(2) The units to be included for partial acceptance prior to final project completion will be noted at the time of the preconstruction conference in accordance with Contractor's schedule, or by written notice to the Contractor at the earliest possible time.

(3) The guarantee period for these units shall commence with the date of final acceptance of the entire project by the City. Full payment for these units will not be made until final acceptance of the total work is made.

(4) Acceptance of any portion of the project prior to acceptance of the whole shall not be construed as absolving the Contractor of responsibility for any item of construction or incidental work included in the original contract.

(5) Contract time accounting and/or assessment of liquidated damages shall be suspended on the date of partial acceptance and the Contractor shall complete all remaining work items necessary for final acceptance within 30 calendar days of the date of partial acceptance. The City shall withhold release of retention until all items under the contract have been completed and final acceptance has been issued.

ADD the following subsection to Section 105- Control of Work:

105.16 RECORD DRAWING PREPARATION AND COORDINATION

(A) As-built field data collection and preparation of record drawings will be performed by the Engineer. The Contractor shall notify the Engineer as required in this section, provide access to the work, and cooperate with the Engineer to gather information to accurately depict the as-built conditions. During the construction phase and prior to any backfilling or covering and subsurface improvements, the Contractor shall notify the Engineer of Record and the Engineer of Record will survey the work for the purpose of record drawing preparation. As-built measurements and surveying shall be performed and certified by a Registered Land Surveyor in good standing with the Arizona State Board of Technical Registration. The Engineer shall supply all horizontal and vertical as-built data in ASCII format, including a northing, easting, elevation and description of all work completed under this contract. The Contractor shall aid the Engineer in determining and providing this information. As-built data shall include, but not be limited to all items noted below.

(1) Grading and Drainage Plans

- (a) Finished pad grades: An Average pad grade may be used if the pad is not flat. Pad elevations shall not exceed plus 0.5 feet tolerance (plus 0.2 feet if located adjacent to an existing development). Pad elevations shall not exceed minus 0.2 feet tolerance (0.1 feet if located in a floodplain or adjacent to a wash or channel).
- (b) Flow line elevations of channels
- (c) Hinge point elevations on all slopes and grade breaks
- (d) Percentage of all slopes, flow lines and channels
- (e) Catch basin grates elevation at top of grate
- (f) Inverts of storm drain lines and headwalls
- (g) As-built elevations shall be provided at all drainage control point (i.e. detention overflow point, tops and bottoms of detention basins, drain rims, valley gutters, curbs, curb openings, flow line elevations in swales, etc). As-built enough spot elevations to verify the design intentions are met (i.e. grade breaks, high/low points, scuppers, extreme outfall, etc). Show the direction of drainage flow to illustrate that design intent has been met.
- (h) Provide calculations to verify that actual as-built volume of all detention facilities included on the as-builts, as well as a table which compares the as-built volumes with the approved, required volumes indicated on the design drawings or in the approved drainage report
- (i) Detention calculations shall be revised to as-built condition by the Engineer of Record
- (j) Flow line elevations and/or pipe inverts, grate elevations for catch basins, underground detention storage tanks, and all other drainage structures
- (k) Top of flood walls, retaining walls, and cutoff walls
- (l) Stations, offsets, and invert elevations for spillways and box culverts
- (m) When storm drain lines and appurtenances are included in the grading and drainage drawings, the Contractor shall refer to the storm drain plan record drawing requirements for additional required items

(2) Water/Fire/Reclaimed Water Plans

- (a) All fittings and appurtenances shall be surveyed, including but not limited to the following: valves, bends, tees, reducers blow offs, air release valves, tracer wire stations, water meters, and hydrant locations.

- (i) Valves shall be measured on the nut and center of the cover. If extensions are used, the length of the extension shall be noted.
 - (ii) All fittings shall be measured at the middle of the fitting.
 - (iii) Air release valves shall be measured at the main connection, the air release box, and any major alignment changes between the two.
 - (b) Pipe sizes, lengths and materials
 - (c) Horizontal and vertical separation from existing and new utilities and drainage culverts/storm drain
 - (d) Street centerline station and offset dimension to:
 - (i) All fire hydrants and fittings (e.g. valves)
 - (ii) Main at all changes in alignment
 - (iii) All horizontal control points (e.g. centerline intersects, PC, PT)
 - (e) Centerline station and offset to each service tap; size of tap and meter
 - (f) Note centerline station, offset and elevations to all changes in vertical alignment (e.g. dips, bends, etc. required to avoid conflicts with other utilities). If the water main continues in a straight horizontal and vertical alignment for more than 100 feet, the water main will be surveyed every 100 feet. Sufficient survey measurements shall be taken on horizontal and vertical curves to establish an accurate alignment.
 - (g) The drawings must clearly indicate the specific points of reference. No dimensioning from points of curvature or tangency is acceptable for record drawing purposes. In all cases where the pipeline is constructed within, or parallel in close proximity with the right-of-way, all stationing and dimensioning must be from the nearest appropriate monument line and monument line intersection.
 - (h) When water services are not installed perpendicular to the water main, both the location of the tap at the main and the distance of the meter set from the nearest side property line of the lot must be shown.
 - (i) On phased projects, the phase lines must be clearly shown on the key map and on the plan and profile sheets, and their locations clearly identifiable. Actual pipe end locations relative to phasing lines must be shown by dimensioning or stationing.
 - (j) A complete list of all materials installed and abandoned must be shown. The specific size and material type of each pipeline installed must be shown at every construction reference to that pipe. Any changes to the record drawing must be reflected on the materials list.
 - (k) Water tank and appurtenances
 - (i) Required information for water tanks include, but are not limited to finished floor elevations, footing elevations, inlets, outlets, drains and overflow locations.
 - (ii) Required information for site piping and appurtenances shall follow the requirements of this section.
 - (iii) Manufacturer detail drawings for tanks shall be supplied and sealed by a Registered Engineer.
- (3) Sewer Plans

- (a) The alignments of the main(s) including all horizontal and vertical curves. If the sewer main continues in a straight horizontal and vertical alignment for more than 100 feet, the sewer main shall be surveyed every 100 feet. Sufficient survey measurements shall be taken on horizontal and vertical curves to establish an accurate alignment.
- (b) All manholes, cleanouts, backwater valves, individual services, lift stations, and force main valves shall be surveyed. Structures shall have rim and invert elevations included.
- (c) Pipe sizes and lengths
- (d) Recalculated pipe slopes
- (e) All valves at lift stations and line or isolation valves on force mains shall be measured on the nut and the center of the cover or vault lid.
- (f) Separation from existing/newly installed water main and culverts
- (g) Street centerline station and offset dimension from street centerline to main at manholes
- (h) Sewer line stationing at centerline of each service tap at 90 degrees to main; if not installed at 90 degrees to main, station and offset to end of each service tap.
- (i) New manholes built on existing lines require showing its station from the nearest existing downstream manhole and its distance to the nearest existing upstream manhole.
- (j) Where construction begins with removal of an existing pipe plug or cleanout, 0+00 stationing always begins at the nearest existing downstream manhole. Pipe length measurement and stationing is always from the centerline of the downstream manhole to the centerline of the upstream manhole or cleanout. Do not give partial pipe lengths in plan or profile at match lines. Always indicate the distance between manholes or to cleanouts or pipe ends.
- (k) All as-built adjustments to manhole, cleanout and pipe information shall be shown on both plan and profile, and repeated on every sheet that refers to the same information.
- (l) A complete list of all materials installed and abandoned must be shown. The specific size and material type of each pipeline installed must be shown at every construction reference to that pipe. Any changes to the record drawing must be reflected on the materials list.
- (m) On phased projects, the phase lines must be clearly shown on the key map and on the plan and profile sheets- and their locations clearly identifiable. Actual pipe end locations relative to phasing lines must be shown by dimensioning or stationing.

(4) Paving/Roadway Construction Plans

- (a) Top of curb, flow line, and pavement centerline elevations at all grade breaks, Points of Tangency (PT), Points of Curvature (PC), Beginning Curb Return (BCR), and Ending Curb Return (ECR), valley gutters, spandrels at intersections, plus any other location necessary to adequately show drainage
- (b) Percentage of slope
- (c) ADA ramps including ramp slopes
- (d) Edge of pavement on rural road sections
- (e) Location of traffic signage, signals, poles and cabinets
- (f) Station for all grade breaks

- (g) Back of curb offset dimension at all changes in alignment
- (h) Survey monuments - as-built installation and provide the City Northing/Easting to the hundredth of 1 foot. For street monuments, provide top of monument as-built elevation in addition.
- (i) Distances from monument line to back/face of curb, edge of pavement, and sidewalk; show on plan view or typical detail for street section
- (j) Beginning and ending stations and elevations for all traffic calming devices
- (k) Stations, offsets, and invert elevations for spillways and box culverts
- (l) Flow line elevations and/or pipe inverts, grate elevations for catch basins, underground detention storage tanks, and all other drainage structures
- (5) Traffic Signal Plans
 - (a) Street centerline station and offset dimension to all fixture poles, cabinets, boxes, or other signal related furniture
 - (b) Horizontal location of conduit along with elevations to top of conduit
- (6) Signing and Striping Plans
 - (a) Street centerline station and offset dimension to all signage, painted arrows, wording, and symbols
 - (b) Face of curb dimensions to all striping
- (7) Storm Drain Plans
 - (a) Street centerline station and offset dimension to the main at all changes in alignment and/or changes in grade
 - (b) Street centerline station and offset dimension to all structures and changes in alignment
 - (c) Top and invert elevations for all structures
 - (d) Drainage pipe inverts
 - (e) Finish elevation for catch basins
 - (f) Invert elevations of box culverts
 - (g) Headwall data shall include top of wall/wingwall, footing elevations, inverts, and apron boundaries whether concrete or rip-rap
 - (h) Length of catch basin wings
 - (i) Drainage ditches, swales, and channels; the flow line and sufficient cross sections (minimum of 50 foot intervals) including grade changes, shall be provided
- (8) Landscaping
 - (a) Revise as needed to reflect the addition, removal, relocation or change of irrigation main lines, plant materials or hardscape
- (9) Street Light Plans
 - (a) Record drawings for street lights are required to have the Arizona Public Service (APS) ID number of each street light noted on the plan

(b) Street centerline stationing and offsets for street lights

(B) Prior to backfilling or covering any work, the Contractor shall notify the Engineer 48 hours in advance in writing for the item of work. The minimum 48 hours notice time shall not include weekends or holidays. The notification shall be via e-mail to both the City and the Engineer.

(C) The Contractor must provide access for the Engineer to verify all as-built information prior to backfilling or covering. The Contractor shall not backfill or cover an item of work until verification has been completed by the Engineer. If the Contractor backfills or covers an item of work prior to being measured or recorded by the Engineer, the Contractor at the direction of the Engineer shall uncover the item of work at no additional cost to the City.

(D) The Contractor shall maintain on site, available to the City and Engineer at all times, 1 redlined copy of all project plans and documents including drawings, specifications, addenda, approved shop drawings, and change orders which reflect all changes and modifications made during construction of the project. The redline copy shall be updated on a weekly basis in preparation for the weekly as-built field meeting. The Contractor shall maintain the plans and documents in good order and shall provide the Engineer with a redlined copy of all plans and documents upon completion of the project or upon termination of the contract.

(E) Weekly field meetings with the Contractor, Engineer and City shall occur to review as-built information for conformance with the specifications. The Contractor shall provide the Engineer with a schedule of work items to be constructed in the upcoming 30 day period, including approximate dates of installation prior to backfilling or covering. The Contractor field redlines will be reviewed for notation of changes in the work. Missing, erroneous or deficient data must be corrected by the Contractor at no additional cost to the City.

(F) Measurement and Payment: No separate measurement and payment shall be made for record drawing preparation and coordination. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

SECTION 106: CONTROL OF MATERIALS

106.1 SOURCE OF MATERIALS AND QUALITY

ADD the following:

The Contractor shall submit in writing all materials to be used in the project in accordance with ADOT Specifications 106 and 730-4.

Where equipment, materials, or articles are referred to in the specifications as “or equal”, or “equal to” any particular standard, the Director shall decide the question of equality.

Wherever any standard published specification is referred to, the latest edition or revision, including all contract amendments, shall be used unless otherwise specified. Materials of a general description shall be the best of their several kinds, free from defects, and adapted to the use for which provided. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials (ASTM), where applicable. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted.

All work shall be done and completed in a thorough, workmanlike manner notwithstanding any omission from these specifications or from the plans; and it shall be the duty of the Contractor to call the Director's attention to apparent errors or omissions and request instructions before proceeding with the work. The

Director may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original specifications or plans.

Materials which will require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection.

Nothing in the contract shall be construed as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the City upon being so attached or affixed and accepted.

106.2 SAMPLES AND TESTS OF MATERIALS

REMOVE the second paragraph in its entirety and REPLACE with the following:

The City will pay for the initial or normal test required by the Engineer as provided by Section 106.9 of these specifications. All Quality Control initial or normal testing will be performed by the Contractor's Quality Control subcontractor, at no cost to the City. Additional tests, required due to failure of the initial or normal test(s), shall be paid for by the Contractor for both Quality Control and Quality Assurance testing. The Engineer will designate the laboratory which will accomplish the additional test(s).

106.4 TRADE NAMES AND SUBSTITUTIONS

ADD the following:

Requests relative to substitutions for materials or equipment specifically designated on the plans or in the specifications shall be accompanied by complete data on which the Director can make determination on the merits of the proposed substitution. The written request shall state how the product proposed for a substitution compares with or differs from the designated product in composition, size, arrangement, performance, etc., and in addition, the request shall be accompanied by documentary evidence of equality in price and delivery or evidence of difference in price and delivery. Data on price shall be in the form of certified quotations from suppliers of both the designated and proposed items. All items accepted for substitution shall be subject to all applicable provisions of the specifications.

Should substitution be allowed under the foregoing provisions, and should the item subsequently prove to be defective or otherwise unsatisfactory for the service for which it was intended, the Contractor, shall without cost to the City, and without obligation on the part of the Director, replace the item with the material originally specified.

106.5 STORAGE OF MATERIALS

ADD the following:

Protection of materials and equipment stored on the site shall be the responsibility of the Contractor. The City reserves the right to direct the Contractor to provide proper means of protection for materials if such is deemed advisable by the Director; however, the exercise of or failure to exercise this right shall not be deemed to relieve the Contractor of the Contractor's primary responsibility for protecting the material and equipment. The Contractor shall provide suitable warehouses or other adequate means of protection for such if the materials and equipment require storage and protection. The Contractor shall store and care for the materials and equipment in the most suitable manner to protect them from distortion, rain, dust, or other damage. The cost of replacing any material or equipment damaged in storage shall be borne by the Contractor, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve the Contractor of the Contractor's primary responsibility.

No motor shall be left uncovered or unprotected.

ADD the following subsection to Section 106- Control of Materials:

106.9 QUALITY ACCEPTANCE TESTING

- (A) The Engineer may provide quality acceptance sampling and testing. The number of tests and location of each shall be determined by the Engineer.
- (B) The Contractor and the Engineer's representative shall coordinate on a daily basis the following day's work schedule and any testing that may be necessary.
- (C) Construction quality acceptance testing performed by the City 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.
- (D) Measurement and Payment: No separate payment shall be made for Contractor Quality Control. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items. An independent geotechnical firm shall perform all quality control testing. The Contractor shall furnish copies of all test results to the City on a weekly basis.

The expense of the initial quality acceptance sampling and testing shall be paid for by the City. Additional tests, required due to failure of the initial or normal test(s), shall be paid for by the Contractor for both Quality Control and Quality Assurance testing at no expense to the City. The Engineer will designate the laboratory which will accomplish the additional test(s).

SECTION 107: LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

ADD the following subsection to 107.1 Compliance with Laws:

107.1.1 Compliance with Federal and State Laws

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with 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, the Contractor hereby warrants to the City that the Contractor and each of its 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 Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the subcontractors to ensure compliance with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any of the subcontractors 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 (A).

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by building or transportation facility or improvement to real property.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.2 Employment Provisions

Subject to existing law, and regulations, illegal or undocumented aliens will not be employed by the Contractor for any work or services to be performed pursuant to this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract. The Contractor agrees to comply with the provisions of Sections 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C. 1324a(a)(1)(A) and 1324a(a)(2)) (the “INA employment provisions”), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented aliens. Under the terms of this agreement, the Contractor shall not knowingly hire or employ for any work performed pursuant to this contract any workers or employees not lawfully authorized to work under the provisions of the Immigration and Nationality Act or any other applicable Federal or State laws. Violation of the provisions of this section shall be deemed a material breach of this contract.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.3 Independent Contractor Status

It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.4 Nondiscrimination

The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited

by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.5 Americans with Disabilities Act

The Contractor shall comply with all Federal, State and local nondiscrimination statutes in the operation, implementation and delivery of, including State and Federal civil rights and disabilities laws. In particular the Contractor shall ensure that the City's obligations for program, facility and service accessibility in Title II of the Americans with Disabilities Act are complied with in all activities arising under this contract, and shall hold harmless the City for any and all loss, including but not limited to damages, costs or expenses, incurred or arising from any alleged violations of the Americans with Disabilities Act under the auspices of this contract unless resulting from an intentional or actual negligent act of the City and its employees. Failure to comply with the nondiscrimination or accessibility requirements herein shall be construed as nonperformance and may result in termination of funding, civil action or both.

ADD the following subsection to 107.2 Permits:

107.2.1 Permits, Taxes and Licenses

Except as otherwise provided in the specifications, it is the duty of the Contractor to procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. All applicable permits, licenses and taxes are the responsibility of the Contractor.

City permit fees are waived for contractors performing work on City capital improvement projects.

107.5 SAFETY, HEALTH AND SANITATION PROVISIONS

REMOVE the first paragraph in its entirety and REPLACE with the following;

The Contractor shall provide and maintain, in a neat and sanitary condition, suitable and adequate sanitary conveniences for the use of all persons employed on the project. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the project, all such sanitary conveniences shall be removed and the premises left in a sanitary condition.

On all projects, with respect to sanitation facilities, for which Federal funds are allocated, the Contractor shall cooperate with and follow directions of representatives of the Public Health Service and the Arizona State Department of Health. Federal, State and County public health service representatives shall have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

ADD the following:

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

At least 1 fire extinguisher, rated at least 2A, shall be provided on the job site.

All construction hoists, elevators, scaffolds, stages, 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.

Machinery, equipment and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Administration.

First aid facilities and information posters conforming at least to the minimum requirements of the Occupational Safety and Health Administration shall be provided in a readily accessible location or locations.

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 make all reports as are, or may be, required by the Engineer or any authority having jurisdiction, and permit all safety inspections of the work being performed under this contract. Before proceeding with any construction work, the Contractor shall take all the necessary action to comply with all provisions for safety and accident prevention. In the event the Contractor fails to comply with said safety provisions or directions of the Engineer, the Engineer without prejudice to any other rights of the City, may issue an order stopping all or any part of the work.

Thereafter, a start order for resumption of the work may be issued at the discretion of the Engineer when in the Engineer's opinion the defection from safety requirements has been corrected. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

107.6 PUBLIC CONVENIENCE AND SAFETY

ADD the following:

(A) Maintenance of Traffic

(1) Unless otherwise provided, streets and roads subjected to interference by the prosecution of work shall be kept open to all traffic and maintained by the Contractor until the work is complete. When so requested by the Contractor and approved by the Engineer, the Contractor may by-pass traffic over an approved detour route. Regardless of whether it is through or local traffic, the Contractor shall keep the portion of the project being used by traffic in such condition that traffic will be adequately accommodated. A City approved traffic control plan and right-of-way permit is required prior to the detour.

(2) The Contractor shall also provide and maintain in a safe condition temporary approaches or crossings, intersections with trails, roads, streets, businesses, parking lots, driveways residences, garages and farms. The Contractor shall also be required to remove snow as directed by the Engineer.

(3) Before any detour is opened to traffic, the Engineer shall have been satisfied that traffic is able to proceed in a safe manner.

(4) The Contractor shall bear all expense of maintaining traffic over the road being improved as well as constructing, maintaining and subsequently removing the Contractor requested detours, approaches, crossings, intersections and other features as may be necessary without any direct compensation.

(5) Except as otherwise shown or specified, off-site access roads shall be adequately maintained, graded-earth roads. Such roads shall be built only in the public right-of-way or easements obtained by the City. If the Contractor elects to build along some other alignment, he shall obtain, without additional cost to the City, the necessary right-of-ways or easements.

(6) The Contractor shall remove all unnecessary signage from the project area daily. If unnecessary signage is left, the City will contact the Contractor to remove it immediately. If the Contractor fails to remove the signage in a timely manner, the City will remove the signage at the Contractor's expense.

(7) Sidewalks shall be maintained to allow pedestrian foot traffic without obstruction. If a sidewalk must be closed, the Contractor shall maintain adequate prior warning for pedestrians to safely cross the street with as much advance notice as possible. Where sidewalk is not present, a City approved pedestrian detour shall be provided.

(B) Access to Businesses/Residences

(1) The Contractor shall provide to all residents and businesses affected by the project, access to 1 of their driveways at all times except as modified by the following: If the 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. The Contractor shall provide the Engineer with signed evidence of a mutually accepted agreement between the property owner/business manager/residential manager and the Contractor prior to said closure.

(2) Direct access shall be provided at all times to fire engine houses, fire hydrants, hospitals, police stations and at all other agencies or services where emergencies may require immediate access to same.

(C) Safety

(1) The safety and convenience of the general public and the residents along the project and the protection of persons and property shall be provided for by the Contractor in accordance with the requirements of this contract.

(2) The Contractor shall submit a safety plan to the Engineer at the preconstruction conference. The plan shall detail the procedures the Contractor will implement to satisfy the Occupational Safety and Health Administration (OSHA) and the Arizona Division of Occupational Safety and Health (ADOSH) Guidelines related to the worker as well as public safety in construction of excavations, structures and confined air spaces as identified by the Engineer. The Contractor's safety plan shall include the requirement that all workers and visitors must wear hard hats while within the project limits.

(3) The safety plan submitted by the Contractor shall include proposed methods to prevent unauthorized persons from gaining access to the work areas.

(4) In conjunction with the safety plan, the Contractor shall furnish and install 72 inch temporary chain link fencing, or approved equal satisfactory to the Engineer, around any unattended excavation deeper than 4 feet with slopes steeper than 2:1. Temporary fencing shall completely enclose the referenced construction activity and shall be secured after normal working hours to prevent unauthorized access.

(5) Unless otherwise approved in writing by the Engineer, open utility trenches shall be limited to 50 feet in length except for cast-in-place pipe installations and during non-working hours shall be covered with steel plate in a manner satisfactory to the Engineer. Appropriate warning signs shall be installed when steel plates are left during non-work hours. Any traffic control signing shall be included in the traffic control line item(s) for the project.

107.6.1.1 Contractor's Marshaling Yard when the Agency is the Contracting Party:

ADD the following to item (F):

The Contractor will be fully and solely responsible for any and all adverse impacts and damages caused by the Contractor's operations on the property and the settlement of all claims pertaining thereto. The failure of the Contractor to comply with these provisions will result in the retention of some portion of the Contractor funds, payable under the contract, until such claims are resolved.

107.6.2

ADD the following:

In inhabited areas, particularly residential, operations shall be performed in a manner to minimize unnecessary noise generation. Particular consideration shall be given to noise generated by construction, repair and/or service activities during the night hours in residential areas. No construction, repair or service activities shall be conducted between the hours of 6:00 PM and 7:00 AM, without prior approval of the City.

107.7 BARRICADES AND WARNING SIGNS

ADD the following:

Excavations on project sites from which the public is to be excluded shall be marked or guarded in a manner appropriate for the hazard.

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 agents.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

ADD the following to the first paragraph:

Any land monuments and property marks displaced by the Contractor shall be replaced at the Contractor's expense in accordance with Section 405 of these specifications and to the City Surveyor's satisfaction, including filing of new record of survey if monuments could not be reestablished to pre-project conditions.

ADD the following:

The Contractor shall replace or repair any damage done to driveways and walks to not less than the condition existing prior to the Contractor's work.

Streets and roads subjected to interference by the prosecution of this work shall be kept open and maintained by the Contractor until the work is completed.

All trees and shrubbery within the right-of-way or easements shall be protected by the Contractor insofar as practicable. In the event shrubbery or trees must be trimmed, or removed, the Contractor shall notify the property owner to do so within a reasonable time prior to construction. All shrubbery or trees not removed by the property owner shall be trimmed or removed by the Contractor and hauled from the job at the Contractor's expense. All trees, shrubs, hedges, brush, etc. designated on the plans, or by the Director for removal, shall be completely removed and disposed of as indicated on the plans or as specified by the Director.

The Contractor shall contact the owners of any drainage ditches, irrigation lines, and appurtenances, which interfere with the work and shall make arrangements for dry-up or scheduling of water deliveries as necessary. The Contractor shall be liable for any damage due to irrigation facilities damaged by the Contractor's operations and shall repair such damaged facilities to an "equal or better than" original condition.

In excavation, fill, and grading operations, care shall be taken to disturb the pre-existing drainage pattern as little as possible. Particular care shall be taken not to direct drainage water onto private property or into streets or drainage ways inadequate for the increased flow.

Mailboxes and traffic signs removed during construction shall be installed in “like kind” and shall be considered incidental to the unit prices for work included in the bid schedule, provided they are not in the bid schedule.

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

Measurement and Payment: No separate payment will be made for restoration of items impacted by the Contractor’s construction operation and the cost of these items shall be included in the unit bid prices in the bid schedule, unless specifically called out in the bid schedule as protection and restoration of property and landscape.

107.10 CONTRACTOR’S RESPONSIBILITY FOR WORK

ADD the following:

(A) The Director shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the contract. The Contractor shall immediately comply with the written order of the Director to suspend work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as reviewed and accepted in writing by the Director.

(B) In case of suspension of work for any cause whatsoever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

(C) If the performance of all or any portion of the work is suspended or delayed by the Director in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Director, in writing, a request for an adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(D) Upon receipt, the Director will evaluate the Contractor’s request. If the Director agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Director will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Director’s determination whether or not an adjustment of the contract is warranted. In the event an adjustment of the contract is warranted a contract amendment shall be executed by both parties evidencing mutual agreement to same.

(E) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time limits prescribed.

(F) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

Add the following subsection to 107.13 Personal Liability of Public Officials:

107.13.1 Non-Responsibility of the City

Indebtedness incurred for any cause in connection with this work must be paid by the Contractor, and the City is hereby relieved at all times from any indebtedness or claim other than payments under terms of the contract.

ADD the following subsection to Section 107- Legal Regulations and Responsibility to Public:

107.15 PUBLIC RELATIONS

107.15.1 Public Notice

Unless otherwise directed, the Contractor shall issue written notification to those residents affected by the project. The notification shall contain, at a minimum: (1) Type of Work (2) Contractor Name, Phone Number and Point of Contact (3) Duration of Project (4) Date Project Commences (5) Description of the Project Site (6) Contractor's After-hours Point of Contact and Phone Number.

The Contractor is required to post public notification signs at all entrances to the project specifying the following information: (1) Project Name and Description (2) Construction Calendar (3) Contractor Name and Phone Number for both Day and Night (4) City Public Works (928) 777-1130.

The sign size and legend shall be appropriate for the intended purpose and be easily read. Sign background shall be blue with white letters. The sign size and legend content shall be approved by the Director prior to sign manufacture. All signs shall be posted prior to commencement of any work on the project. Signs will be removed by the Contractor upon final acceptance of the project. No direct payment shall be made for said signs. The cost of such signs shall be considered incidental to the project, unless otherwise noted.

107.15.2 Community Relations Organization

The Contractor shall be required to furnish a private telephone line to be used solely for receiving incoming calls from local citizens with questions or complaints concerning construction operations or procedures. The Contractor shall be required to publish this telephone number and maintain a 24 hour answering service. The answering service shall be manned by the Contractor's personnel during all hours during the course of construction that there is work being performed on the project. The Contractor shall maintain a log of incoming calls, responses, and action taken, which shall be submitted to the Engineer weekly and upon request.

The Contractor shall retain the services of a community relations organization for the project. The Contractor shall submit for approval, to the Engineer, the resume of the proposed community relations organization. Included in the resume shall be the names and credentials of the staff. The community relations organization shall be proactive and knowledgeable in the means and effectiveness of various notification techniques. The Engineer will rely on the organization's experience and suggestions in the presentation of information to the public. The Engineer will review the resume and possibly interview the organization. The Engineer will notify the Contractor within 10 calendar days of the acceptability of the community relations organization. Upon notification by the Engineer of an acceptable community relations organization, the Contractor shall hire the organization.

The community relations organization's activities shall include, but not necessarily be limited to:

- Printing and distribution of public notices
- Providing media news releases after review by the Engineer
- Planning and attending other public meetings as required by the Engineer
- Planning or otherwise participating in the dedication ceremonies as requested by the Engineer

- Possess the means for the development and fabrication of newsletters, notices, posters and demonstration boards
- Providing telephone “Hot Line” 24 hour service

The Contractor shall have a community relations organization on board prior to the preconstruction conference, a meeting in which the community relations organization will have an important participatory role.

The community relations organization shall develop a community relations program. The program shall include but not necessarily be limited to:

(A) Distributing a preconstruction information letter to all residents, businesses, schools and churches affected by the project or use of staging areas, and within an area determined by the Engineer, which shall contain, as a minimum, the following information:

- Name of contractor
- A 24 hour informational telephone number
- Brief description of project
- Names of project manager and superintendent (Contractor)
- Name of project engineer (Public Works Department)
- Construction schedule including anticipated work hours
- Traffic regulations including lane restrictions
- Time and place for the preconstruction conference. This notification shall be delivered a minimum of 5 working days prior to the meeting date.

(B) Holding a preconstruction community meeting with affected neighbors, businesses, schools, churches, etc., as directed by the Engineer.

(C) Scheduling and conducting progress meetings, as required, with the affected business tenants and property owners, as directed by the Engineer.

(D) Printing and mailing of public notices and/or newsletters, including a list of the names, addresses and receipt of postage or delivery for recipients of these newsletters and/or notifications.

(E) Holding other public meetings, as required by the Engineer.

(F) The community relations organization shall use the means (Items A through E) or others to inform the local citizens of operations which may create changes to the norm such as high noise levels, road closures, limited access, haul routes, changes to material delivery routes, unusual hours of construction, disruption of bus routes or changes to other passenger delivery/pick-up routes.

(G) Newsletters shall be distributed each month. A final draft shall be submitted to the Engineer for review and approval at least 2 days before the planned distribution. Each distribution area shall be approved by the Engineer. Each distribution shall include 1 electronic copy and 12 hard copies for the Engineer.

(H) The community relations organization shall keep daily personnel time logs which shall include the name of the employee, date of work, amount of time worked, description of work performed and project number.

Measurement and Payment: The bid schedule includes an allowance for public relations for the purpose of encumbering funds to cover the cost of public relation services. The amount of the allowance is determined

by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total bid for the project.

It shall be understood that this allowance item is an estimate only. The allowance shall not be used without approval of the Engineer, and in no case shall exceed the allowance.

Reimbursement for public relations shall be based on the community relations organization invoice cost, plus an allowable markup to the prime Contractor of 15 percent, for those services approved by the Engineer.

107.15.3 Publicity Releases

The Contractor and the Contractor's subcontractors and suppliers, if any, shall not reveal to others through literature, brochures, or other types of publicity releases any information regarding the work or the Contractor's activities or participation on the project without prior written approval from the Director. Any and all jobsite photographs taken by the Contractor, subcontractor or others must be processed in duplicate form with copies provided to the Director. No project photographs shall be released to others without prior written approval of the Director.

ADD the following subsection to Section 107- Legal Regulations and Responsibility to Public:

107.16 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

The project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) stormwater requirements for construction sites under the Environmental Protection Agency (EPA) delegation to ADEQ for the Construction General Permit for Arizona. The following specifications shall apply:

(A) General Requirements

The Contractor shall comply with AZPDES stormwater requirements for construction sites under the ADEQ Construction General Permit for Arizona. Under provisions of that permit, the Contractor shall be designated as permittee and shall be responsible for providing the necessary labor and materials, and for taking the appropriate measures to assure compliance with the AZPDES Construction General Permit for Arizona as well as other Federal, State and local requirements pertaining to stormwater discharges. As the permittee, the Contractor is responsible for completing, in a manner acceptable to ADEQ, all documents required by this regulation including the following:

- (1) The SWPPP shall be sealed by a professional engineer licensed in the State of Arizona.
- (2) The SWPPP for the project including certification form. The Contractor will be required to update and revise the SWPPP as necessary throughout the construction of the project in order to assure compliance with ADEQ permit requirements. The completed SWPPP shall be kept on the project site at all times during construction of the project.
- (3) Notice of Intent (NOI) to be covered by AZPDES Construction General Permit for Arizona including certification of signature.
- (4) Notice of Termination (NOT) of coverage under AZPDES Construction General Permit for Arizona (upon project completion).

ADEQ's website <http://www.azdeq.gov/node/524> provides guidance for NOI submittal and SWPPP templates.

(B) Submittals

(1) Preliminary copies of the NOI and SWPPP shall be submitted to the Engineer at the time of the preconstruction conference. Any necessary revisions to the SWPPP shall be subject to review by the Engineer, before submitting to ADEQ.

(2) The Contractor shall submit completed, signed NOI forms to ADEQ at least 48 hours prior to the initial start of construction on the project. The completed, signed NOI form shall be submitted to ADEQ.

(3) Failure by the Contractor (or any of its appropriate subcontractors) to submit the NOI forms within the required time frame shall result in delay of the start of construction. Any delay resulting from the Contractor failing to fulfill these requirements shall not extend the completion date of the contract unless authorized by the City. The Contractor shall submit a completed copy of the NOI prior to Notice to Proceed. A copy of the completed NOI shall be posted on the construction site and a copy of the SWPPP shall be kept on the construction site.

(C) Contractor Responsibilities

(1) It is the Contractor's responsibility to perform inspection of all stormwater pollution control devices on the project as required under the AZPDES Construction General Permit for Arizona.

The Contractor shall prepare reports on these inspections and retain these reports for a period of 3 years following project completion as required under the AZPDES Construction General Permit for Arizona. Inspection reports shall be submitted monthly to the contracting agency along with payment requests. The Contractor shall maintain all stormwater pollution control devices on the project in proper working order, including cleaning and/or repair during the duration of the project.

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

(D) Upon total project completion, acceptance, and de-mobilization, the Contractor shall submit a completed, signed NOT form to ADEQ with copies to the same agencies who received copies of the NOI, thereby terminating all AZPDES permit coverage for the project.

Measurement and Payment: Payment shall be at the lump sum unit price bid in the contract documents for all material, labor, and other incidental costs relating to the provision, installation, and maintenance of items relating to this permit during project construction. Such incidental costs shall include the Contractor's costs in order to assure proper operation of the pollution-control devices installed including all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events or other runoff or releases on the project.

SECTION 108: COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED

ADD the following to item (A):

(1) The Contractor shall not work on any part of the project or incur any expenses or obligations until a Notice to Proceed has been issued by the City.

(2) The Notice to Proceed will be delivered to the Contractor by first class mail, electronically and/or delivered in person.

108.2 SUBLETTING OF CONTRACT

REMOVE item (E) in its entirety and REPLACE with the following:

(E) The Contractor shall perform more than 40 percent of the dollar value of the work (by total contract amount) involved in the project with the Contractor's own forces. Total subcontracted amounts shall be limited to less than 60 percent of the dollar value of the work (by the total contract amount). For purposes of this requirement, materials purchased directly from suppliers and installed by the Contractor's own forces shall be included in the Contractor's total and materials installed by subcontractors, regardless of who originally purchased them, will be included in the subcontractor's totals.

ADD the following:

(F) All subcontractors and purchase orders for equipment shall state and establish guaranteed delivery dates, at such times as determined by the Contractor, which will allow the Contractor to complete the project within the contract time.

(G) The Contractor shall furnish the Subcontractors List form with the Contractor's bid including the estimated amount of each subcontract. Additionally, a duplicate copy of each subcontract, including lower tier subcontracts, shall be delivered to the Director upon award of the project and prior to the issuance of the Notice to Proceed.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

ADD the following:

At the preconstruction conference the Contractor shall submit for review by the Engineer a complete construction schedule. The Engineer reserves the right to reject construction schedule submittals when in the Engineer's opinion the schedule lacks the proper detail. It shall be the responsibility of the Contractor to maintain overall coordination of the project. Based on the general contract construction schedule prepared in accordance with these specifications, the Contractor shall obtain from each of the Contractor's subcontractors a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating changes necessitated by unforeseen difficulties.

(A) The construction schedule shall indicate the time of starting and completing each major phase of the project and such intermediate phases as will serve for well-defined control points. The schedule shall be of sufficient detail to define the critical path for project completion. It shall also indicate the scheduled receipt of major items of equipment and the items of equipment installation dates of which is critical to the scheduled progress of the project. Two week look-ahead schedules will be provided by the Contractor at each weekly construction meeting. The comprehensive project schedule shall be updated and submitted monthly. Such updates shall include and accurately reflect additional work, changes in the work, delays to individual items of work and reasons therefore along with the extent of delay and any other items affecting the progress of the project.

(B) Failure by the Contractor to provide the weekly and monthly updates will result in the City withholding an amount equal to 5 percent of the monthly pay estimate relative to the billing period in which the schedule updates are to be provided. Said 5 percent withholding will be retained by the City until the required schedule updates are submitted by the Contractor, reviewed by the City and found to be current. When the schedule updates are determined to be in conformance with the provisions herein the 5 percent retainer will be released with the next monthly payment.

(C) The construction schedule shall serve as an index of progress prosecution as contemplated by the Contractor. In the event the actual construction progress varies substantially from the scheduled progress, the

Engineer will require and the Contractor shall be required, within 10 calendar days written notice, to provide a revised construction schedule, giving in detail the particular changes in production as estimated by the Contractor to complete the work within the specified contract time. Time is of the essence in this regard.

ADD the following subsection to 108.4 Contractor's Construction Schedule:

108.4.1 Project Meetings

(A) It shall be the responsibility of the Contractor to conduct weekly meetings to be attended by representatives of subcontractors, utilities, the City and other interested parties for the purpose of keeping the project on schedule and to provide for necessary coordination of the work of the various parties. The Contractor shall take minutes at each meeting for distribution to all attendees the following week. The minutes shall be of sufficient detail to accurately recount the meeting discussion, including but not limited to progress, work schedule, submittals and certifications, utilities, construction issues, contract changes, safety and traffic control, action items, and resolved and unresolved issues.

(B) Additionally the Contractor shall furnish the Director with written weekly project status reports at the beginning of each weekly project meeting. The report shall cover the work of the preceding work week and shall include the following for each week:

- (1) A comprehensive daily list of the Contractor's men and equipment performing the work on the jobsite.
- (2) A comprehensive daily list of the Contractor's subcontractor's men and equipment, if any, performing the work on the jobsite.
- (3) A brief description of the work performed by the Contractor and Contractor's subcontractors, if any.
- (4) The estimated percentage of each portion of the work performed for the period together with the total percentage of each portion of the work performed to the date of the report.
- (5) A detailed summary of each work stoppage, if any, occasioned by the City, other contractors, or other designated reasons, which were beyond the Contractor's control.
- (6) Comments or exceptions to prior weekly meeting minutes shall be addressed at each subsequent construction meeting.

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME

ADD the following:

It is the Contractor's responsibility to establish construction methods and a construction schedule, which will facilitate the completion of work required by this contract within the contract period and with full consideration for the season during which the work is scheduled. Judgment as to hazardous conditions shall be made by the Director.

To receive consideration for an extension of time, a request must be made in writing to the Director stating the reason for said request, and such request must be received by the Director as soon as reasonably practicable when the Contractor has knowledge or should have known of the delay causing event, condition or circumstances, but in no event later than immediately following the end of the delay-causing condition. The extension of time allowed shall be as determined by the Director and approved by the City. In setting the contract time, it has been assumed that up to 5 working days may be lost as a result of weather conditions which will slow down the normal progress of work; therefore no extensions in contract time will be allowed for the first 5 working days lost due to bad weather conditions. An extension of time may be granted by the City after the expiration of the time originally fixed in the contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.

Any extension of time shall not release the sureties upon any bond required under the contract. Extensions of time in and of themselves will not be a basis for a request of additional compensation by the Contractor.

Any delays in the project, or extensions of time which may be granted, shall not entitle the Contractor to any additional compensation or monies whatsoever, including but not limited to compensation for loss of anticipated profits, extended overhead, unabsorbed home office overhead, or any other payments, unless expressly agreed to by the City in a duly executed and approved contract amendment.

108.8 GUARANTEE AND WARRANTY PROVISIONS

REMOVE the first paragraph in its entirety and REPLACE with the following:

The Contractor shall guarantee the work against defective workmanship and materials for a period of 2 years from the date of its final acceptance under the contract, ordinary wear and tear and unusual abuse or neglect excepted.

During the 2 year guarantee period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within 5 calendar days after written notice by the City, it is agreed that the City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor.

108.10 FORFEITURE AND DEFAULT ON CONTRACT

ADD the following:

In accordance with Section 109 of these specifications, if the Contractor fails, neglects, or refuses to perform work tasks necessary for the completion of the total job; replace defective work; to repair or resurface, in a manner that is acceptable to the City and Engineer, public right-of-ways disturbed by the Contractor's work which are a nuisance, hazard, 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 3 calendar 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 and Engineer, the City will proceed to have the work accomplished by others or by itself and deduct the costs thereof from amounts due to the Contractor.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

108.11 TERMINATION OF CONTRACT

ADD the following:

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

SECTION 109: MEASUREMENTS AND PAYMENTS

109.2 SCOPE OF PAYMENT

ADD the following:

The Contractor shall maintain any and all documentation to substantiate all costs on the project, including but not limited to those items included in force account computations, computations reflecting the actual cost of work on the project and computations substantiating any claimed increases or additional costs incurred in the project by the Contractor, and shall make those records available to the City (or provide copies thereof to the City) within 24 hours of request by the City. The failure of the Contractor to maintain and produce the foregoing documentation will preclude the Contractor from being entitled to any additional payments for any additional work in question.

109.4 COMPENSATION FOR ALTERATION OF WORK

ADD the following:

New or additional work will be classed as extra work when determined by the Director that such work is not covered by the contract.

The value of such work or change shall be determined and paid for with a contract amendment in one of the following ways according to the contract amendment procedure set down by the Public Works Department, and at the option of the City:

- (A) As may be mutually agreed upon by the City and the Contractor.
- (B) By unit prices in accordance with the Contractor's bid.
- (C) By lump sum based upon the Contractor's estimate and the Director's review and acceptance of the estimate.
- (D) By force account in accordance with the requirements of that section.
- (E) The Contractor shall do such extra work and furnish material and equipment therefore upon receipt of an accepted contract amendment or other written order of the Director. In no case shall work be undertaken without written notice from the Director to proceed with the work. In absence of such contract amendment or other written order of the Director, the Contractor shall not be entitled to payment for any extra work. All contract amendments must be approved by the Director. Contract amendments over \$25,000.00 must be approved by City Council.
- (F) In the event that the Contractor and the City cannot agree on the compensation to be paid to the Contractor prior to the issuance of a contract amendment, then and in that event the City has the option of terminating the contract with the Contractor or directing the Contractor to proceed and to receive compensation pursuant to the force account provisions herein. In the event that this contract is terminated by the City pursuant to this subsection, the Contractor shall only be paid for those services performed to date of the City's Notice of Termination, said payment to be based upon the unit prices as set forth in the Contractor's bid. In no event shall the Contractor be entitled to additional compensation for lost profits, mobilization or de-mobilization costs, loss of anticipated profits, extended overhead, unabsorbed home office overhead, or any other payments other than for work actually performed as based upon unit prices. In the event that there are no unit prices pertaining to work in question, then and in that event the Contractor's compensation for early termination pursuant to this subsection shall be based upon force account as here-in-before described.
- (G) It is expressly agreed that in the event of a contract amendment, any compensation due the Contractor shall be set forth in the contract amendment, and shall be considered full and complete payment (if any) for any and all work related costs, including but not limited to labor, materials, equipment, supervision, field office overhead, extended home office overhead, unabsorbed home office overhead, taxes, bonds, insurance and profits. Additionally, the Contractor shall not be entitled to any additional compensation based upon a contract amendment (or the accumulation of contract amendments) unless specifically set forth in that contract amendment.

(H) In the event that the Contractor submits a proposed contract amendment, the Director shall have 10 days after receipt of the Contractor's written proposed contract amendment to either accept or agree to the contract amendment under the above provisions or deny such proposed contract amendment. If necessary to assess the proper purpose and function of a Contractor's proposed contract amendment, because of the proposed contract amendment's complexity or scope, the Director may either accept and agree to the contract amendment or deny such proposed contract amendment under the above provisions beyond such 10 day period and for an additional reasonable period commensurate with the nature of the proposed contract amendment. The failure of any party to take any action within the time periods or in the manner specified in the subparagraph shall be deemed a waiver of that party's right to recover for such delay in acting.

109.5 ACTUAL COST WORK

ADD the following:

The basis of payment for construction of the project shall be unit prices for all work actually performed in accordance with the specifications and scope of work, and shall include all labor and materials incorporated in the completed work.

Upon final inspection and acceptance of the work, the City will pay the Contractor the amount earned under the Contract, as provided herein.

ADD the following subsection to 109.5 Actual Cost Work:

109.5.8 Force Account

The compensation for force account work performed by the Contractor shall be approved by the Director in the following manner:

(A) Labor: The Contractor shall provide monthly certified payroll reports for all labor and for foremen in direct charge of the specific operations. The Contractor will be compensated as follows:

- (1) The actual cost of wages paid by him but at rates not to exceed those for comparable labor currently employed on the project as determined by the Director.
- (2) The actual cost of social security taxes and unemployment compensation insurance. There will be no payment for fringe benefits unless mandated by Federal law on federally funded projects.
- (3) An amount equal to 15 percent of the actual cost of wages and other costs listed above to cover the Contractor's profit and overhead.
- (4) In case work is performed by a subcontractor, the said 15 percent will be added only once to the actual cost of the work, however, the Contractor may add 5 percent to the subcontractor's price to cover the Contractor's own overhead and supervision.

(B) Tools and Equipment: For any special or heavy equipment, the use of which has been authorized by the Director, except for small tools and manual equipment, the Contractor shall be reimbursed the actual cost of rental, not to exceed the latest Rental Rate Blue Book for Construction Equipment. In the event that any of the equipment to be used is not shown in said schedule, the rental rate for such equipment shall be as agreed upon in writing before the work is started. No percentage shall be added to equipment rental rates. In the event said special or heavy equipment is owned by the Contractor, he shall be compensated only for the actual hours said equipment is required for the work under force account on the job site, at a rate not to exceed the latest Rental Rate Blue Book for Construction Equipment.

(C) Materials: For all materials accepted by the Director and used in the work the Contractor shall be paid the actual cost of such material, including transportation charges, to which cost shall be added a sum equal to 15 percent thereof.

(D) Supervision Overhead and Home Office Overhead: No allowance shall be made for general superintendence. The cost of supervision and all overhead is presumed to be included in the 15 percent added in accordance with the above.

(E) Records: The Contractor's representative and the Director shall compare the records of the work performed as ordered on a force account basis at the end of each day on which such work is performed. Copies of these records shall be made on suitable forms provide for this purpose and signed by both the Director and the Contractor's representative. All claims for work done on a force account basis shall be certified and submitted to the Director by the Contractor, and such statements shall be filed with the Director not later than the fifth day of the month following that in which the work was actually performed.

(F) Bonds and Insurance: The Contractor shall be paid the actual cost for additional bonding and insurance pertaining to force account work when the Contractor can provide evidence of additional payment for premiums on required payment and performance bonds. No duplication of payment for Contractor's costs associated with labor costs above will be allowed.

(G) The Director authorized representative is in charge of force account work and has the authority to direct which labor and equipment will be used, to suspend operations, and to refuse to pay for any labor or equipment, which he feels is not doing productive work.

109.7 PAYMENT FOR BOND ISSUE AND BUDGET PROJECTS

ADD the following:

For and in consideration of the faithful performance of the work, the City will pay to the Contractor the amount earned less retention as computed from the actual quantities of work performed under the contract and to make such payment in the manner and at the time(s) specified herein.

ADD the following to the third paragraph of item (A):

The Contractor shall obtain approval from the City prior to reducing the percentage of funds retained and prior to requesting the release of one-half the previous retained amount.

ADD the following to item (A) (1):

(a) Once each month, the Inspector and the Contractor's Superintendent shall meet, or as necessary, to jointly measure all work items under the contract to determine pay quantities for each pay period. Quantities of work items shall be documented on the respective plan sheets and separately in tabular fashion with station to station measurements noted to assure there is no duplication of payment for work performed. Measurements will be for work actually completed. No projections for expected completion of work will be allowed.

(b) The Contractor shall submit partial payment requests in a format approved by Public Works together with the City's Pay Request Application and Certification for Payment (form provided by Public Works) or equal, subject to approval by the Director.

(c) The Contractor shall furnish a detailed breakdown showing unit prices and quantities for use in preparing the monthly estimate. No partial payment will be made until this breakdown is presented by the Contractor and has been reviewed and accepted by the Director. Green-lined plan sheets shall be submitted with each monthly pay request illustrating the line item quantities constructed for the period. The green-lined plan sheets and pay estimate spreadsheets must reconcile with one another.

- (d) Partial payments for stored materials may be considered by the Director, if it is determined to be in the best interest of the City. The Contractor shall not rely on payment for stored materials being approved in the preparation of the project bid.

REMOVE the first paragraph of item (B) in its entirety and REPLACE with the following:

(B) Final Payment: When the project has been accepted as provided in Section 105 of these specifications, and within 30 calendar days after final inspection of the work completed under the contract, the Contractor shall render to the City a final estimate, which shall show the amount of work performed and accepted under the contract. All prior estimates and partial payments will be subject to correction in the final estimate for payment.

ADD the following to the second paragraph of item (B):

(See the Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties within the contract documents.) Additionally, the Contractor shall furnish lien waivers for all completed labor and materials consumed during the project.

Prior to the final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor, and shall apply to those moneys to the appropriate account. The Contractor shall provide to the City any information necessary to determine the total amount(s) due. The quantities appearing in the bidding schedule are approximate only, and are prepared for the comparison of bids. Payment to the Contractor will be made only by actual quantities of work performed and accepted in accordance with the requirements of the contract. Only the items listed in the bidding schedule are pay items. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted.

Final project as-built plans shall verify line item quantities constructed for the project by individual plan sheet. The Contractor shall submit final payment request in a format approved by the City.

109.10 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

REMOVE in its entirety and REPLACE with the following:

The Agency will compensate the Contractor for a single round trip mobilization/demobilization of the Contractor's personnel, equipment, supplies and incidentals, including establishment of offices, buildings and other facilities required for the performance of the work on the project, as well as preparatory work and operations prior to the commencement of the work on the project site.

Measurement and Payment: Mobilization will be measured for payment by the lump sum bid as a single complete unit of work. Payment for mobilization will be made as provided herein which shall be full compensation for supplying and furnishing all materials, facilities, and services and performing all the work involved as specified above. The total amount allowed for mobilization during the life of the contract shall not exceed 9 percent of the original contract amount. If the bid price exceeds this percentage the excess amount will be paid to the Contractor upon completion of the contract and 9 percent of the contract amount shall be used to determine partial payments. Partial payments under this item will be made in accordance with the following provisions:

- (1) The first payment of 1/3 of the lump sum price for mobilization may be made provided that all submissions required under this section and as otherwise noted in the contract documents are submitted by the Contractor at the preconstruction conference to the satisfaction of the Engineer and when the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform portions of the project work.

- (2) The second payment of 1/3 of the lump sum price for mobilization shall be made on the first estimate following completion of 13 percent of the contract.
- (3) The third payment of 1/3 of the lump sum price for mobilization will be made on the first estimate following completion of 26 percent of the contract.

ADD the following subsection to Section 109- Measurements and Payments:

109.11 CONTRACT ALLOWANCE

- (A) Contract allowance items are provided for the purpose of encumbering funds to cover the costs of possible contract amendment work. The amount of the allowance item is determined by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total amount bid for the project.
- (B) This allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract per plan. Unforeseen extra work, if any, shall be in accordance with MAG Specification and COP Supplement 109.4.
- (C) It shall be understood that this allowance item is an estimate only and is based on contract amendment history of similar projects. It shall not be utilized without an approved contract amendment. It is further understood that authorized extra work, if any, may be less than the allowance item. The Contractor, by submittal of a bid, acknowledges that the total bid and individual bid items were prepared without anticipation of use of the contract allowance.

SECTION 110: NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION

110.2.2 Dispute Resolution

REMOVE the first paragraph of item (A) and REPLACE with the following:

- (A) The Contractor shall provide in writing the following information to the Engineer. In providing the information required by this section, the Contractor shall provide specific factual detail as to each item and show the methods of calculating each item.

110.3.1 General

ADD the following:

Level I shall mean the Public Works Project Manager as appointed by the Public Works Director

Level II shall mean the Public Works City Engineer as appointed by the Public Works Director

Level III shall mean the Public Works Director

In the event of litigation, the parties hereby agree to submit to a trial before the court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this agreement.

The parties hereto expressly covenant and agree that in the event of litigation arising from this agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the contract, pursuant to A.R.S. §

12-341.01 (A) and (B), or pursuant to any other State or Federal statute. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this agreement.

110.4 ARBITRATION

REMOVE the last sentence of the first paragraph in its entirety and REPLACE with the following:

The arbitration of claims shall be conducted either in Prescott or Phoenix, Arizona as agreed to by the parties, or if the parties cannot agree, to be determined by the arbitrator, taking into consideration the convenience and costs to the parties and their witnesses.

REMOVE the last paragraph in its entirety and REPLACE with the following:

The decision or award of the arbitrator shall be supported by substantial evidence and, in writing, contain the basis for the decision or award and findings of fact. The decision or award of the arbitrator shall be nonbinding.

Any resolution of a dispute in accordance with MAG Specification and COP Supplement 110 and the contract which causes the contract amount to be exceeded by \$25,000.00 or more shall not be final until approved by the City Council.

PART 200 – EARTHWORK

ADD the following section to Part 200- Earthwork:

SECTION 200: DEWATERING AND BYPASS PUMPING

200.1 DEWATERING

(A) All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem. The Contractor shall submit drawings and complete design data showing methods and equipment he proposes to utilize in dewatering prior to completing any dewatering work. This work shall consist of obtaining permits, furnishing equipment, materials, and labor necessary for the control and removal of water, the construction or installation of all facilities necessary to accomplish the work, and the subsequent removal of such facilities except when designated on the project plans or in the special provisions to remain in place.

(B) The Contractor shall keep, where appropriate, the rehabilitated pipe section free from water during rehabilitation. If groundwater is present in any excavation, the static groundwater level shall be drawn down a minimum of 1 foot below the bottom of excavations to maintain the undisturbed state of natural soils and allow the placement of any fill to the specified density. Disposal of water shall not damage property or create a public nuisance. The Contractor shall have on hand pumping equipment and machinery in good working condition for emergencies and shall have workmen available for its operation. Dewatering systems shall operate continuously until backfill has been completed to 1 foot above the normal static groundwater level.

Groundwater shall be controlled to prevent softening of the bottom of excavations, or formation of “quick” conditions. Dewatering systems shall not remove natural soils. The Contractor shall control surface runoff to prevent entry or collection of water in excavations.

Release of groundwater to its static level shall be controlled to prevent disturbance of the natural foundation soils or compacted fill and to prevent flotation or movement of structures or pipelines.

Measurement and Payment: No separate measurement or payment shall be made for dewatering. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

200.2 BYPASS PUMPING

(A) Description

- (1) Scope: This section specifies the requirements for temporary bypass pumping of sewers
- (2) Requirements
 - (a) The Contractor shall provide labor, materials, and supervision to temporarily bypass flow around the Contractor's work.
 - (b) The Contractor shall have the entire bypassing system in place and tested before bypassing any sewage.
- (3) At the preconstruction conference, the Contractor shall submit drawings and complete design data showing methods and equipment he proposes to utilize in sewer bypassing for approval by the Engineer. The submittal shall include the following information:
 - (a) Drawings indicating the location of temporary sewer plugs and bypass discharge lines
 - (b) Capacities of pumps, prime movers, and standby equipment
 - (c) Design calculations providing adequacy of the system and selected equipment
 - (d) Standby power source
 - (e) Staffing plan
 - (f) Traffic control plan
- (4) Flow Data: It is the responsibility of the Contractor for design, construction, and operation of an adequate and properly functioning bypass. It is also the responsibility of the Contractor to coordinate with the City to gather flow data.
- (5) Protection: In areas where flows are bypassed, all bypass flow shall be discharged as approved by the Engineer. No bypassing to the ground surface, receiving waters, storm drains or bypassing which results in groundwater contamination or potential health hazards shall be permitted.
- (6) Scheduling: The bypass system shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the Engineer. Public advisory services will be required to notify all parties whose service laterals will be out of service and to advise against water usage until the main line is back in service.

(B) Materials

- (1) The Contractor shall provide temporary pumps, conduits and other equipment to bypass the sewer flow. The Contractor shall furnish the necessary labor and supervision to set up and operate the pumping and bypass system. Engines shall be equipped with mufflers and/or enclosed to keep the noise level less than 50dB or 10dB above ambient noise levels when measured at the property line closest to the noise source. Pumps and bypass lines shall be of adequate capacity and size to handle the flows.

(2) The Contractor shall maintain on site sufficient equipment and materials to ensure continuous and successful operation of the bypass systems. Standby pumps shall be fueled and operational at all times. The Contractor shall maintain on site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping and other parts or system hardware to ensure immediate repair or modification to any part of the system as necessary.

(3) All piping, joints and accessories shall be designed to withstand at least twice the maximum system pressure, or 50 psi, whichever is greater. All hoses/pipes used for bypass pumping shall be ramped to allow for the ease of vehicular and pedestrian traffic. All hoses/pipes shall be color-coded for identification to prevent cross contamination of water and wastewater lines. Hose/pipes used for wastewater conveyance shall not be used for water conveyance.

(C) General

(1) During bypass pumping, sewage shall not be leaked, dumped or spilled outside the sewer system. When bypass pumping operations are complete, all piping shall be drained into the sanitary sewer prior to disassembly. In the event that sewage accidentally drains into the storm drainage system or the street, the Contractor shall immediately stop the overflow, notify the City and take the necessary action to clean up and disinfect the spillage to the satisfaction of the City. The Contractor shall submit an emergency spillage and cleanup action plan for all sewage spills to the Engineer for approval prior to beginning construction. It shall include but not be limited to a remediation plan that indicates what labor, equipment and resources will be used to restore the site to the condition prior to the spillage.

(2) The Contractor shall repair without cost to the City any damage that may result from this negligence, inadequate or improper installation, maintenance and operation of bypassing system including mechanical or electrical failures, regulatory infractions and penalties resulting from sewer spillage.

(D) Flow Control

(1) Complete stoppage or bypassing of flow is required during sewer line and manhole rehabilitation work.

(2) When the depth of flow at the upstream manhole of the sewer line section being worked is above the maximum allowable for television inspection, the flow shall be reduced to the level shown below by plugging or blocking of the flow, or by pumping and bypassing of the flow as specified.

(3) Plugging or Blocking: A sewer line plug shall be inserted into the line upstream of the section being worked. The plug shall be so designed that all or any portion of the sewage can be released. During TV inspection, flow shall be reduced to within the limits specified above. After the work has been completed, flow shall be restored to normal. Precautions shall be taken to prevent flooding damage. See flow precautions below.

(4) Pumping and Bypassing: When pumping and bypassing is required the Contractor shall supply the pumps, conduits and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during peak flow periods or from precipitation and shall be constructed of such material that will prevent leakage during the pumping operation. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing systems. All pump drivers shall have noise suppressor exhaust systems to reduce noise levels to less than 50dB, or 10dB above ambient noise levels, when measured at the closest property line.

(5) Flow Control Precautions: When flow in a sewer line is plugged, blocked or bypassed; sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to ensure that sewer flow control operations

do not cause flooding or damage to public or private property being served by the sewer involved. All piping(s), joints and accessories shall be designed to withstand at least twice the maximum system pressure or a minimum of 50 psi whichever is greater. During by-pass pumping sewage shall not be leaked, dumped or spilled onto any area outside the sewer system. When bypass pumping operations are complete all piping shall be drained into the sanitary sewer prior to disassembly. In the event sewage accidentally drains into the drainage system or street, the Contractor shall immediately stop the overflow, notify the Engineer and take the necessary action to clean up and disinfect the spillage to the satisfaction of the Engineer. If sewage is spilled onto public or private property, the Contractor shall wash down, clean up and disinfect the spillage to the satisfaction of the City. The Contractor shall report any and all overflows to the City.

(E) Measurement and Payment: Payment for bypass pumping shall be made at the lump sum bid by the Contractor.

SECTION 201: CLEARING AND GRUBBING

201.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

This work shall consist of removing objectionable material from the right-of-way, easements, all areas to be graded, and such other areas as may be specified in the special provisions. Clearing and grubbing shall be performed in advance of grading operations.

201.3 CONSTRUCTION METHODS

REMOVE the second paragraph in its entirety and REPLACE with the following:

All trees and shrubs found suitable for improvement and beautification, which will not interfere with excavation or embankment or cause disintegration of the improvements shall not be disturbed. In any event, the Contractor shall avoid injury to shrubbery, vines, plants, grasses and other vegetation growing outside of the clearing limits. The dragging and the piling of materials of various kinds and the performing of other work which may be injurious to vegetation shall be confined to areas which have no vegetation or which will be covered by embankment or disturbed by excavation during grading operations.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

From excavated areas, all stumps, roots and other obstructions 3 inches or over in diameter shall be grubbed to a depth of not less than 24 inches below finish grade.

REMOVE Table 201-1 in its entirety and REPLACE with the following:

TABLE 201-1	
EMBANKMENT CLEARING AND GRUBBING	
Height of Embankment Over Stump	Height of Clearing and Grubbing
0 Feet to 2 Feet	All stumps or roots 6 inches or over in diameter shall be grubbed to 24 inches below original grade. All others shall be cut flush with the ground.
2 Feet to 3 Feet	All stumps 1 foot and over in diameter shall be grubbed to 24 inches below original grade. All others shall be cut flush with the ground.
Over 3 Feet	All stumps shall be cut flush with the ground.

REMOVE the last paragraph in its entirety and REPLACE with the following:

All tree trunks, stumps, brush, limbs, roots, vegetation and other debris removed in clearing and grubbing shall be completely removed from the project and properly disposed of.

SECTION 205: ROADWAY EXCAVATION

ADD the following subsection to 205.1 Description:

205.1.1 General

The bidding schedule quantities for this item of work will be considered to be the final quantities for payment. Adjustments in the bidding schedule quantities for roadway excavation as contained in these specifications may be initiated by the Contractor or the Engineer if evidence indicates that the required quantity varies by an amount greater than 5 percent of the bidding schedule quantity. The Contractor shall advise the Engineer, in writing, submitting evidence in the form of a construction survey or photogrammetric survey with measurement for the proposed adjustment and requesting an adjustment in quantities. The Engineer will determine the amount of adjustment, if any. The quantity upon which payment will be based will be the bidding schedule quantity plus or minus only that portion of the adjustment that exceeds 5 percent of the bidding schedule quantity.

Variations caused by shrink/swell of materials shall not be considered for quantity adjustments.

Adjustments in roadway excavation quantities due to revisions ordered by the Engineer will be isolated by measurement or calculations. The bidding schedule quantities will be adjusted by the amount either measured or calculated, regardless of the 5 percent variation requirement above.

205.2 UNSUITABLE MATERIAL

REMOVE the third paragraph in its entirety and REPLACE with the following:

If material is encountered during excavation that the Engineer determines to be unsuitable, the following shall apply:

- (1) Any unsuitable material which is located in a cut section at an elevation above finished subgrade shall not be utilized in construction but shall be removed and disposed of at a site secured by the Contractor. The cost of excavation, hauling and disposal are incidental to roadway excavation. No additional compensation will be allowed for any unsuitable materials found in a cut section at an elevation above finished subgrade.

- (2) Material which is located below the finished subgrade elevation in excavation areas shall be removed to the limits as determined by the Engineer and the resultant cavity backfilled with aggregate base course (ABC) in accordance with Section 310 of these specifications. The costs of the removal, hauling, disposal, backfill material, placement and any related process, shall be included in the payment for this bid item.

205.6 SURPLUS MATERIAL

REMOVE the first paragraph in its entirety and REPLACE with the following:

Unless otherwise shown on the plans, addressed in the special provisions, or approved by the Engineer, no surplus excavated material shall be disposed of within the right-of-way. The Contractor shall make all arrangements for disposal of the material at off-site locations as may be approved by the Engineer. The Contractor shall provide to the Engineer copies of the written consent of the owner of the property upon which he intends to dispose of such material, and any permits that may be required by a governing agency for said disposal.

205.7 MEASUREMENT

REMOVE the first two paragraphs in their entirety and REPLACE with the following:

The following earthwork operations will be measured as roadway excavation for the quantities of material involved.

Excavating the roadway prism including public and private roadway approaches; excavating slides and slip-outs not resulting from overshooting; excavating excess material; excavating selected material and topsoil from within the limits of the project and removing such materials from stockpiles when stockpiling is ordered; and excavating ditches.

ADD the following:

Measurement for unsuitable material shall be to the nearest cubic yard as calculated in the field.

205.8 PAYMENT

ADD the following:

Payment for unsuitable material shall be at the contract unit price and shall include any and all processes associated with the removal and backfill of the unsuitable materials, all excavation, hauling and disposal at a site secured by the Contractor, and backfilling with aggregate base course (ABC).

SECTION 206: STRUCTURE EXCAVATION AND BACKFILL

206.4.2 Structure Backfill for Earth Retaining Structures

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Shall conform to the material and the graduation requirements for Select Material, Type B in Table 702-1, unless otherwise approved by the Engineer.

206.4.4 Structure Backfill for Structures within Paved Areas

REMOVE in its entirety and REPLACE with the following:

Where a structure is located within an existing street, proposed street, or paved area:

All backfill material with the exception of controlled low strength material (CLSM) shall be compacted to 95 percent maximum dry density per ASTM D698. Controlled low strength material shall be 1 sack material as specified in MAG Specifications 604 and 728.

SECTION 211: FILL CONSTRUCTION

211.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Fill construction shall consist of constructing embankments except as may otherwise be specified, including the preparation of the areas upon which they are to be placed; including the construction of dikes.

The bidding schedule quantities for this item of work will be considered to be the final quantities for payment. Adjustments in the bidding schedule quantities for Fill Construction as contained in these specifications may be initiated by the Contractor or the Engineer if evidence indicates that the required quantity varies by an amount greater than 5 percent of the bidding schedule quantity. The Contractor shall advise the Engineer, in writing, submitting evidence in the form of a construction survey or photogrammetric survey with measurement for the proposed adjustment and requesting an adjustment in quantities. The Engineer will determine the amount of adjustment, if any. The quantity upon which payment will be based will be the bidding schedule quantity plus or minus only that portion of the adjustment that exceeds 5 percent of the bidding schedule quantity.

Variations caused by shrink/swell of materials shall not be considered for quantity adjustments.

Adjustments in Fill Construction quantities due to revisions ordered by the Engineer will be isolated by measurement or calculations. The bidding schedule quantities will be adjusted by the amount either measured or calculated, regardless of the 5 percent variation requirement above.

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.

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.

211.4 TESTS

ADD the following:

Quality Control testing frequency shall be 1 per soil type for proctor density testing and 1 per 500 feet per 8 inch lift for compaction testing.

211.5 MEASUREMENT

REMOVE the first paragraph in its entirety and REPLACE with the following:

The quantities of fill construction used to construct embankments or dikes will be those of the complete bid item within the limits of dimensions shown on the plans.

PART 300 – STREETS AND RELATED WORK

ADD the following section to Part 300- Streets and Related Work:

SECTION 300: SAW CUT

300.1 DESCRIPTION

(A) The work under this item shall consist of saw cutting the existing pavement where new asphalt concrete is to match existing bituminous surfaces with no provisions for overlaying the entire section. This item shall also include saw cutting of existing Portland cement concrete pavement, sidewalks, driveways and parking lots where new construction shall match the grade of existing surfaces that are to remain where called for on the project plans or where designated by the Engineer.

(B) Saw cuts shall be made to a full depth of the material to ensure a neat vertical joint. Portland cement concrete designated to remain that is damaged by the saw cutting shall be replaced in kind at the Contractor's expense.

(C) No separate measurement or payment will be made for saw cutting, being considered incidental to the cost for work for which saw cutting is required.

SECTION 301: SUBGRADE PREPARATION

301.1 DESCRIPTION

ADD the following:

The work under this item shall consist of furnishing all materials, equipment, and labor necessary for preparation of natural or excavated areas prior to the placement of any sub-base material, pavement, curbs and gutters, driveways, sidewalks or other structures. Unless provided for in another bid item, this work shall include the removal and disposal of all unsuitable material including existing pavement and other obstructions in accordance with Section 301 of these specifications. The Contractor shall be required to provide and pay for all Quality Control geotechnical testing in accordance with the MAG Specifications and the COP Supplement.

301.2.1

REMOVE in its entirety and REPLACE with the following:

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

Project earthwork quantities, when included as separate contract pay items, will include removed asphalt/bituminous material volumes, unless there is a pay item for asphalt removal or asphalt milling in the bid schedule or otherwise specified in the special provisions.

All unsuitable material and all excess material shall be disposed of in accordance with the requirements of Sections 205.2 and 205.6 of these specifications, respectively. When additional material is required for fill, it shall conform to MAG Specification 210.

301.3 RELATIVE COMPACTION

REMOVE item (B) in its entirety and REPLACE with the following:

The subgrade shall be scarified and loosened to a depth of 8 inches.

(B) Below detached sidewalk not subject to vehicular traffic 95 percent

Subgrade Quality Control testing shall be 1 per 500 linear feet per lane for compaction testing.

301.7 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement for subgrade preparation will be by the square yard, measured by the total accepted area of new pavements, including paved shoulders, tapers, turnouts and driveways that are paved or surfaced with an aggregate base material. The areas under concrete curb and gutter, sidewalk and concrete driveway entrances will not be included. Unless provided for in other separate bid items or unless otherwise specified; Clearing and Grubbing, Roadway Excavation, Rock Excavation, Borrow Excavation, and Fill Construction shall not be measured, in which case payment for these earthwork items, if required, shall be included in the unit price for subgrade preparation.

SECTION 306: MECHANICALLY STABILIZED SUBGRADE – GEOGRID REINFORCEMENT

306.2 MATERIALS

ADD the following

Reinforcement Geogrid shall be Tensar BX1200 or approved equal.

306.8 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Measurement of geogrid reinforcement shall be the surface area of accepted geogrid to the nearest square yard. No additional measurement or payment shall be made for geogrid overlap as required by the manufacturer.

Payment for geogrid reinforcement shall be per square yard installed complete and in place.

SECTION 310: PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

310.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

The work under this item shall consist of furnishing all materials, equipment, and labor necessary for the placement of an approved, imported aggregate base course material on top of a prepared subgrade per the required design thickness, grade, cross-section and compaction as specified on the project plan documents and in accordance with Sections 310 and 701 of these specifications, and MAG Specification 702. Aggregate base course shall not be placed on a prepared subgrade until the Engineer or the Engineer's authorized representative has inspected and accepted the underlying subgrade. The Contractor shall be required to provide and pay for all Quality Control geotechnical testing in accordance with MAG Specifications and COP Supplement. Use of Reclaimed Concrete Material (RCM) is not allowed per COP Supplement 701.4.

ADD the following subsection to 310.1 Description:

310.1.1 Reclaimed Asphalt Pavement (RAP)

Use of reclaimed asphalt pavement (RAP) aggregates or "millings" produced on-site, imported or stockpiled for the intended use in the underlying base or subgrade material must be approved by the Engineer or the Engineer's authorized representative; and shall be screened and meet MAG Sections 310, 701 and 702, and here within. RAP millings must be uniformly mixed with an imported virgin aggregate base course material.

310.2 PLACEMENT AND CONSTRUCTION

ADD the following:

Aggregate base course shall not be placed on excessively wet or frozen subgrade materials as determined by the Engineer.

ADD the following subsection to 310.2 Placement and Construction:

310.2.1 Quality Control Testing

Aggregate base course Quality Control testing frequency shall be as follows:

- (A) Resistance to Degradation and Abrasion: 1 at the start of production and again if source changes.
- (B) Fractured Faces, One Face, PI, and Gradation: 1 per shift.

310.3 COMPACTION

REMOVE the fifth paragraph in its entirety and REPLACE with the following:

For roadway construction, a minimum of 1 field density test shall be performed per 6 inch lift per 500 feet per lane. For other aggregate base course applications, a minimum of 1 field density test shall be performed for each 800 square yards.

REMOVE items (A), (B) and (C) in their entirety and REPLACE with the following:

Aggregate base course shall be compacted to 98 percent in all instances.

310.5 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Measurement for aggregate base course material will be per cubic yard furnished and placed. Copies of material delivery tickets will be required for quantity verification purposes. Payment shall be made at the unit price bid and shall be considered full compensation for this work item.

SECTION 317: ASPHALT MILLING

317.2 CONSTRUCTION REQUIREMENTS

REMOVE in its entirety and REPLACE with the following:

When milling is specified, the existing asphaltic concrete shall be removed in accordance with the details shown on the project plans with equipment specifically designed to remove such material by means of grinding or chipping to a controlled line and grade. The equipment used shall be capable of removing the existing asphaltic concrete within 0.01 feet of the specified removal depth. The removal shall be accomplished in a manner which does not destroy the integrity of any asphaltic concrete pavement that remains and which does not result in a contamination of the milled asphaltic concrete with the underlying base material.

Pavement to be removed by milling, adjacent to manholes, valve boxes, small radius curbs and other fixed objects that produce confined areas shall be removed with milling equipment specifically designed to operate in restricted areas and capable of removing asphaltic concrete of the specified thickness without damage or displacement of the adjacent object. The removal of asphalt concrete pavement at the approaches to structures shall be accomplished in a manner approved by the City.

On projects with existing curb and gutter, any asphaltic concrete buildup in the gutter designated to be removed, shall be removed prior to the pavement removal operation by equipment and methods approved by the Engineer. The equipment and methods used shall be capable of removing the asphaltic concrete buildup without causing damage to the curb and gutter

Upon removal, all milled materials shall become the property of the Contractor. The City will not accept millings. The Contractor shall properly dispose of the millings away from the site. No additional compensation will be made for the disposal of millings.

Prior to milling and roadway excavation, all existing manholes, valve boxes, etc. shall be lowered and protected. All City facilities shall be protected from debris that may result from any adjustments and the Contractor shall be responsible for any maintenance activity resulting from debris related to the construction. No separate payment shall be made for lowering and protecting existing manholes, valve boxes, etc.

Under no circumstance shall the removal of existing asphaltic concrete begin until the mix design for replacement asphaltic concrete has been approved by the Engineer.

The extent of removal of existing asphaltic concrete must be in keeping with the Contractor's ability to produce, haul, place and compact replacement asphaltic concrete so that at all times the length of open "trench" is at a minimum. If the Contractor's production of replacement asphaltic concrete is stopped for any reason, the removal of asphaltic concrete shall either cease or shall be reduced. The Engineer will be the sole judge as to whether the removal shall cease or be reduced. The Engineer's decision will be based on the reason for the stoppage in asphaltic concrete production, the expected length of the stoppage, the type and depth of the material being removed, and the time of day.

ADD the following subsection to 317.2 Construction Requirements:

317.2.1 Quality Control

All milling shall be inspected and approved prior to paving. High spots in excess of the tolerances noted shall be milled until in conformance.

Low spots in excess of ½ inch shall have a leveling course placed prior to paving at no additional cost to the City.

ADD the following subsection to 317.2 Construction Requirements:

317.2.2 Paving

For mill and overlay areas, replacement asphaltic concrete shall be placed as soon as possible after milling has occurred and been approved. The surface on which the material is to be placed shall be uniform and free of loose material. Any exposed base material shall be compacted to the extent required by the Engineer.

The "trench" in which asphaltic concrete is being placed shall be filled before the end of each day's work and the lane shall be opened to traffic. The length of open "trench" at any one time shall not exceed 2 miles or ½ the length of the work, whichever is the lesser.

In the event of circumstances beyond the control of the Contractor, such as equipment breakdown, or if the production of the replacement asphaltic concrete has been stopped by the Engineer and the Contractor is unable to comply with the requirements in the preceding paragraph, the Contractor shall provide and maintain such traffic control devices that the Engineer deems necessary under the circumstances in order to provide safe and efficient passage through the work zone.

If the Engineer deems it to be warranted, the Contractor shall provide for the surface drainage of areas where the pavement surface has temporarily been removed.

ADD the following subsection to 317.2 Construction Requirements:

317.2.3 Macrotexture Milling

Macrotexture asphalt milling when included as a separate contract pay item shall be performed in accordance with the following:

Existing asphaltic concrete shall be removed by milling in accordance with the details shown on the project plans and as specified herein. The milling equipment shall be specifically designed to remove material to a controlled line and grade by means of grinding or chipping. The equipment used shall be capable of removing the existing asphaltic concrete uniformly throughout the milled area at the required cross-slope and within 1/8 inch of the specified removal depth. The specified removal depth of the existing bituminous pavement shall be as noted on the plans. The removal shall be accomplished in a manner which does not destroy the integrity of any pavement that remains. During production milling, the Contractor shall verify the actual depth of milling required to remove the desired underlying pavement surface. If it is determined by the Engineer that the required milling depth is greater than the specified milling depth, the additional material shall be completely removed to the desired underlying pavement surface, as approved, in accordance with COP Supplement 109.4. The milled material shall be removed and disposed of as specified by the City.

The milled surface shall have a maximum mean macrotexture depth of 4.50 millimeters, as determined in accordance with Arizona Test Method 742- Mean Macrotexture Depth of Milled Pavement.

At the start of the milling operation, the Contractor shall mill a 500 foot test section. The milled surface of the test section shall be evaluated by the Engineer for compliance with the maximum mean macrotexture depth requirement. If the milled surface is in compliance with the macrotexture requirement, the Contractor may begin production milling. If the milled surface is not in compliance with the macrotexture requirement, the Contractor shall make adjustments to the milling operation and then mill another test section.

During production milling, the mean macrotexture depth shall be determined at a minimum frequency of 1 test per 1/2 mile per lane. If, at any time, during the milling operation the Engineer determines that the macrotexture requirement is not being achieved, the Contractor shall stop milling. Milling shall not resume until the Engineer is satisfied that the macrotexture requirement can be met or until successful completion of another test section. The forward speed of the milling machine during production milling shall not exceed the speed used for the test section. The forward speed of the milling machine shall be checked throughout each production day, or at the discretion of the Engineer.

The profile of the milled surface, in both the longitudinal and transverse directions, shall not vary by more than 1/8 inch over a distance of 10 feet.

Under no circumstance shall the removal of existing asphaltic concrete begin until the mix design for replacement asphaltic concrete has been approved by the Engineer.

The extent of removal of existing asphaltic concrete must be in keeping with the Contractor's ability to produce, haul, place and compact replacement asphaltic concrete so that at all times the length of milled surface is at a minimum. If the Contractor's production of replacement asphaltic concrete is stopped for any reason, the removal of asphaltic concrete shall either cease or shall be reduced. The Engineer will be the sole judge as to whether the removal shall cease or be reduced. The Engineer's decision will be based on the reason for the stoppage in asphaltic concrete production, the expected length of the stoppage, the type and depth of the material being removed, and the time of day.

Asphaltic concrete shall be placed as soon as possible after the milling. The surface on which the material is to be placed shall be uniform and free of loose material.

The length of milled surface at any one time shall not exceed 2 miles, or 1/2 the length of the work, whichever is less. Asphaltic concrete shall be placed on the milled surface before the end of each day's work. The lane shall be opened to traffic at the end of each day's work.

In the event of circumstances beyond the control of the Contractor, such as equipment breakdown, or if the production of the replacement asphaltic concrete has been stopped by the Engineer and the Contractor is unable to comply with the requirements in the preceding paragraph, the Contractor shall provide and maintain

such traffic control devices that the Engineer deems necessary under the circumstances in order to provide safe and efficient passage through the work zone.

If the Engineer deems it to be warranted, the Engineer will require that the Contractor provide for the surface drainage of areas where the pavement surface has temporarily been removed.

Pavement, to be removed by milling, adjacent to manholes, valve boxes, small radius curbs and other fixed objects that produce confined areas shall be removed with milling equipment specifically designed to operate in restricted areas and capable of removing asphaltic concrete of the specified thickness without damage or displacement of the adjacent object. Such areas may be excluded from macrotexture testing at the discretion of the Engineer.

On projects with existing curb and gutter, any asphaltic concrete buildup in the gutter designated to be removed, shall be removed prior to the pavement removal operation by equipment and methods approved by the Engineer. The equipment and methods used shall be capable of removing the asphaltic concrete buildup without causing damage to the curb and gutter.

317.3 MEASUREMENT AND PAYMENT

REMOVE in its entirety and REPLACE with the following:

Payment for milling shall be based on plan quantities at the unit bid price in the bid schedule to include milling and proper disposal of the millings away from the site.

SECTION 321: PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

321.2 MATERIALS AND MANUFACTURE

REMOVE in its entirety and REPLACE with the following:

The materials shall conform to Section 710 of these specifications for the type specified. Warm Mix Asphalt (WMA) technologies shall not be used. The specific required mix type shall be called out in the contract documents or as directed by the Engineer.

321.3 WEATHER AND MOISTURE CONDITIONS

REMOVE in its entirety and REPLACE with the following:

Asphalt concrete shall be placed only when the surface on which the material is to be placed is dry, unfrozen, the atmospheric temperature in the shade is at 40 degrees F and rising, and the temperature of the road surface or subsurface is at 50 degrees F and rising as measured in the shade. No asphalt concrete shall be placed when the weather is foggy or rainy, when precipitation is eminent, or when the base or sub base on which the material is to be placed is unstable. Asphalt concrete shall be placed only when the Engineer or the Engineer's authorized representative determines that weather conditions are suitable and sub base conditions on which the material is to be placed are acceptable.

321.4 APPLICATION OF TACK COAT

REMOVE the first and second paragraphs in their entirety and REPLACE with the following:

A tack coat shall be applied to all existing and to each new course of asphalt concrete prior to the placing of a succeeding lift of asphalt concrete.

The application of the tack coat shall comply with Section 329 of these specifications. The grade of emulsified asphalt shall be SS-1h as specified in MAG Specification 713.

321.6 MIX PRODUCTION

ADD the following:

(A) Stockpiling

(1) Sufficient virgin mineral aggregate material shall be stockpiled at the site of the hot plant to produce the quantity of asphalt concrete required for a minimum of two successive 8 hour shifts; however, this requirement will be modified during the last 2 days production, or under special conditions with the Engineer's approval.

(2) Mineral aggregate shall be stockpiled so that segregation is minimized. An approved divider of sufficient size to prevent intermingling of stockpiles shall be provided.

(B) Proportioning

(1) No fine material which has been collected in the dust collection system shall be returned to the mixture unless the Engineer, on the basis of tests, determines that all or a portion of the collected fines can be utilized. If the Engineer so determines, he will authorize in writing the utilization of a specific proportion of the fines; however, authorization will not be granted unless the collected fines are accurately and uniformly metered into the mixture.

(2) Mineral aggregate and bituminous material shall be proportioned by volume, by weight, or by a combination of volume and weight.

(3) When mineral aggregate and bituminous material are proportioned by weight, all boxes, hopper buckets or similar receptacles used for weighing materials, together with scales of any kind used in batching materials, shall be insulated against the vibration or movement of the rest of the plant due to the operation of any equipment so that the error in weighting with the entire plant operating shall not exceed 2 percent for any setting nor 1½ percent for any batch. Bituminous material shall be weighed in a heated, insulated bucket suspended from a springless dial scale system.

(4) When mineral aggregate and bituminous material are proportioned by volume, the correct portion of each mineral aggregate size introduced into the mixture shall be drawn from the storage bins by an approved type of continuous feeder which will supply bituminous material and so arranged that the proportion of each mineral aggregate size can be separately adjusted. The continuous feeder for the mineral aggregate shall be mechanically or electrically actuated.

(C) Drying and Heating

(1) A recording pyrometer or other approved recording thermometric instrument sensitive to a rate of temperature change of not less than 10 degrees F per minute shall be so placed at the discharge chute of the drier in order to record mineral aggregate and to facilitate reading the recorded temperature. A copy of the recording shall be given to the Engineer. The moisture content of the asphalt concrete immediately behind the paver shall not exceed 1 percent.

(D) Mixing

(1) The production of the plant shall be governed by the rate required to obtain a thorough and uniform mixture of the materials. Mixing shall continue until the uniformity of coating, when tested

in accordance with the requirements of the American Association of State Highway and Transportation Officials (AASHTO) T 195, is at least 95 percent.

(2) A positive signal system shall be provided to indicate the low level of mineral aggregate in the bins. The plant will not be permitted to operate unless this signal system is in good working condition. Each bin shall have an overflow chute or a divider to prevent material from spilling into adjacent bins.

(3) The temperature of asphalt concrete upon discharge from the mixer shall not exceed 325 degrees F. If the asphalt concrete is discharged from the mixer into a hopper, the hopper shall be constructed so that segregation of asphalt concrete will be minimized.

321.8 PLACEMENT

ADD the following:

(A) The Contractor shall stringline finish ABC grade in the presence of the Engineer or the Engineer's authorized representative to verify compliance to specified tolerances prior to the placement of asphalt concrete. Placement of asphalt concrete shall not begin until adjacent Portland cement concrete items have obtained 75 percent of design strength.

(B) The handling of asphalt concrete shall at all times be such as to minimize segregation. Any asphalt concrete which displays segregation shall be removed and replaced.

(C) All wheels and tires of compactors and other equipment shall be wiped when necessary with an approved product in order to prevent the picking up of the asphalt concrete.

(D) Before asphalt concrete is placed, the surface to be paved shall be cleaned of objectionable material.

(E) The base or subgrade upon which the asphalt concrete is to be placed shall be prepared in accordance with the applicable requirements for the material involved and maintained in a smooth and firm condition until placement.

(F) At any time, the Engineer or the Engineer's authorized representative may require that the work cease or that the work day be reduced in the event of weather conditions either existing or expected which would have an adverse effect upon the asphalt concrete.

(G) The temperature of asphalt concrete just prior to compaction shall be at least 250 degrees F but shall not exceed 300 degrees F, unless permitted by the Engineer.

(H) The asphalt concrete shall be placed as a surfacing course. Surfacing courses are defined as courses placed to serve either as a traffic surface or as a surface upon which a finishing course or seal coat is to be placed. The thickness of surfacing courses will be shown on the project plans.

(I) In order to achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant.

(J) Tapered sections exceeding 8 feet in width or widened sections not exceeding 4 feet in width may be placed and finished by other means approved by the Engineer.

321.8.5 Smoothness

REMOVE the second sentence in its entirety and REPLACE with the following:

Surfacing course surfaces shall not vary more than 1/8 inch from the lower edge of a 10 foot long straightedge when the straightedge is placed parallel to the center of the roadway.

321.9 QUALITY CONTROL

ADD the following:

Contractor Quality Control**(A) General Requirements**

(1) It shall be the responsibility of the Contractor to administer a Quality Control Plan (hereinafter, within this section, referred to as "Plan") sufficient to assure a product meeting the requirements of these specifications. The Plan may be operated wholly or in part by a subcontractor or an independent organization; however, the Plan's administration, including compliance with the Plan and its modification, shall remain the responsibility of the Contractor.

(2) The Contractor is required to provide and maintain a Quality Control Plan, along with all the personnel, equipment, supplies and facilities necessary to obtain samples, perform tests, and otherwise assure the quality of the project.

(3) The Contractor shall submit the Plan to the Engineer or the Engineer's authorized representative at the preconstruction conference.

(4) The Contractor shall perform process control sampling, testing and inspection during all phases of the work and shall perform the process control sampling, testing, and inspection at a rate sufficient to assure that the work conforms to the contract requirements. The Contractor shall provide the Engineer a certification stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures.

(B) Elements of the Plan

(1) The Plan shall address all elements which affect the quality of the asphalt concrete including, but not limited to the following: Mix Design, Aggregate Production, Quality of Components, Stockpile Management, Proportioning, Mixing (including addition of Mineral Admixture, if required), Placing and Finishing, Joints, and Compaction.

321.12 MEASUREMENT

ADD the following:

(A) Measurement under this item shall be to the nearest square yard.

(B) No separate measurement shall be given for the thickened edge, COP GES Detail 201Q and as detailed on project drawings. This work shall be considered incidental and included in the unit price bid in the contract documents. Payment shall be made at the unit price bid in the contract documents for the items complete in place, adjusted for compaction and thickness deficiencies as herein provided.

SECTION 329: TACK COAT**329.3 APPLICATION**

REMOVE in its entirety and REPLACE with the following:

- (A) The application rate shall be between 0.04 to 0.06 gallons per square yard of diluted material, 50 percent water and 50 percent emulsion, using SS-1h.
- (B) The tack coat shall be applied only as far in advance of placing the asphalt concrete as ordered by the Engineer; however, in no event shall the tack coat be applied and not covered by the asphalt concrete in the same day.

329.6 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement shall be per ton diluted as placed, based on weight tickets.

SECTION 336: PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION

REMOVE the second paragraph in its entirety and REPLACE with the following:

Asphalt concrete roadway pavement replacement shall be constructed in accordance with COP GES Detail 200Q-1 and as indicated on the plans.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

All other surface replacement in the right-of-way but not in paved roadways shall be constructed in accordance with COP GES Detail 200Q-1 and as indicated on the plans.

336.2.1 Pavement Widening or Extensions

REMOVE the second paragraph in its entirety and REPLACE with the following:

The existing pavement shall be cut and trimmed after placement of required ABC and just prior to placement of asphalt concrete for pavement widening or extension, and the trimmed edges shall be painted with a light coating of emulsified asphalt immediately prior to constructing the new abutting asphalt concrete pavements. No extra payment shall be provided for these items and all costs incurred in performing this work shall be incidental to the widening or pavement extension.

336.2.3 Temporary Pavement Replacement

REMOVE the first and second paragraphs in their entirety and REPLACE with the following:

Temporary pavement replacement with UPM in accordance with COP GES Detail 200Q-1 shall be required in right-of-way until permanent hot mix trench pavement replacement can be performed. The Contractor shall install temporary asphalt pavement or the first course of permanent pavement replacement in accordance with Section 336 of these specifications immediately following backfilling and compaction of trenches that have been cut through existing pavement. Except as otherwise provided in Section 336, this preliminary pavement shall be maintained in a safe and reasonably smooth condition until required backfill compaction is

obtained and final pavement replacement is completed. Temporary paving removed shall be hauled from the job site and disposed of by the Contractor at no additional cost to the Agency.

Permanent pavement replacement shall replace temporary repairs within 5 working days after completion of temporary work.

336.2.4.1 Permanent Asphalt Pavement Replacement

ADD the following:

(H) Asphalt concrete trench pavement replacement shall be a minimum 4 inch thickness compacted to 95 percent of laboratory density in accordance with COP GES Details 200P-2, 200Q-1 and MAG Specification 601.6.

(I) Permanent hot mix asphalt concrete pavement replacement shall be required for all trench cuts. Installation of UPM or other high performance cold mix shall not be permitted for permanent installation. The Contractor shall be required to maintain pavement trench cuts to the satisfaction of the Engineer.

(J) The Contractor shall coordinate with the Engineer a minimum of 2 working days in advance of trench paving.

REMOVE the last paragraph in its entirety.

336.3 TYPES AND LOCATIONS OF TRENCH SURFACE REPLACEMENT

REMOVE the first five paragraphs in their entirety and REPLACE with the following:

Normally, the type of pavement replacement and backfill required will be noted on the plans or specified in other portions of the contract documents and construction shall be in accordance with COP GES Detail 200Q-1. If a type is not noted on the plans or specified in the special provisions, the following criteria will govern:

T-Top trench repair will be utilized on all streets per COP GES Detail 200Q-1.

COP GES Detail 200Q-1 trench repair shall be utilized to repair surfaces other than asphalt concrete or Portland cement concrete pavement. It may also be used when the condition of the existing pavement does not justify construction of T-Top trench repair. Prior written approval of the Engineer is required for this condition.

336.4 MEASUREMENT

REMOVE items (A) and (B) in their entirety and REPLACE with the following:

(A) In computing pay quantities for replacement using COP GES Detail 200Q-1, pay widths shall not exceed the maximum widths as depicted on Table 601-1, plus 24-inches for the T-Top.

(B) In computing pay quantities for replacement using COP GES Detail 200Q-1, pay widths shall not exceed the maximum widths as depicted on Table 601-1.

336.5 PAYMENT

ADD the following:

Pavement matching and surfacing replacement shall include all saw cutting, removal and disposal of existing pavement, plus all labor and material for complete installation of permanent pavement replacement. No extra payment will be made for temporary pavement required for maintenance of utility trench cuts or for trench widths in excess of Section 336.4 of these specifications.

SECTION 340: CONCRETE CURB, GUTTER, SIDEWALK, CURB RAMPS, DRIVEWAY AND ALLEY ENTRANCE

340.2 MATERIALS

REMOVE the first sentence in its entirety and REPLACE with the following:

Concrete shall be Class AA unless otherwise noted.

340.2.1 Detectable Warnings

ADD the following:

Detectable warnings shall be Masco Detectable Warning Panels, or approved equal, and in the color Salem Red.

340.3.1 Subgrade Preparation

REMOVE the second paragraph in its entirety and REPLACE with the following:

The subgrade shall be constructed and compacted true to grades and lines shown on the plans and as specified in Section 301 of these specifications. All soft or unsuitable material shall be removed to a depth of not less than 6 inches below subgrade elevation and replaced as directed by the Engineer. Unsuitable material shall be measured and paid in accordance with Section 205.2 of these specifications. The subgrade shall be compacted to not less than 95 percent of the maximum dry density.

All concrete items in this section shall be constructed on a minimum of 4-inches of aggregate base course unless noted otherwise, whether shown on the standard details or not. Aggregate base course shall be compacted to not less than 98 percent of maximum dry density.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.1 Concrete Curb, Gutter, and Curb Terminations

The pavement section (base and sub-base) shall extend to the back of curb.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.1a Single Curb

All single curb shall be constructed to MAG Detail 222.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.2 Concrete Sidewalk, Sidewalk Landing, and Ramp

Concrete sidewalk, sidewalk landings, and ramps shall be in accordance with COP GES Details or as otherwise modified on the plans.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.3 Concrete Driveway Entrances and 6 Inch Concrete Slabs

Portland cement concrete pavement shall contain 6 percent $\pm$ 1 percent entrained air. Slump shall be a maximum of 3½ inches.

Construction Joints shall be a maximum of 15 feet apart. The Contractor shall submit a jointing pattern for review and approval prior to construction.

Driveways shall include the curb returns to the existing grades as shown on MAG Detail 251 and modified by the driveway details in the plans. All concrete used in the driveways and adjacent sidewalk crossings shall be 6 inches thick.

Match up construction shall include 10 feet of replacement driveway surfacing from the new top of sidewalk to the existing driveway elevations behind the sidewalk unless otherwise shown on the plans.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.4 Concrete Valley Gutter

All concrete valley gutter shall be constructed on a minimum 8 inch thick aggregate base course, whether shown on the standard details or not.

340.3.10 Deficiencies

REMOVE in its entirety and REPLACE with the following:

Any section of the work deficient in depth or not conforming to the plans or specifications shall be removed and replaced by the Contractor at no additional cost to the City. Replacement or reconstruction shall be from joint to joint.

Concrete work that does not comply with tolerance requirements of MAG Specification 340.3.9 shall be removed and replaced. Remove and replace gutters that exceed the ponding tolerance. Grinding shall only be allowed if approved by the Engineer.

No placement of asphalt shall occur unless the Contractor receives acceptance from the Engineer for all concrete work, such as, but not limited to: curb and gutter, gutter, raised median, concrete sidewalks and ramps, and valley gutter.

It shall be the Contractor's responsibility to submit for approval in advance of any paving operations such that concrete work can be inspected, and deficient work can be removed and replaced by the Contractor. The Contractor shall make necessary removals, replacements and corrections at no additional cost to the City. The Contractor shall not receive any time extension for removal, replacements and corrections of deficient work unless approved by the Engineer. The Contractor shall not receive any time extension for failure to notify the City in a timely manner for inspection before paving operations.

Approval shall be a written document from the Engineer. Verbal approval shall not be accepted.

340.5.2 Concrete Flat Work

REMOVE in its entirety and REPLACE with the following:

Sidewalks, driveways, alley intersections, valley gutters, curb ramps and aprons, to include spandrels, will be measured to the nearest square foot complete in place. When concrete sidewalks, sidewalk ramps, driveways, alley intersections, valley gutters, curb ramps, aprons and/or spandrels are cut during trenching operations, the square foot measurement for payment will be in accordance with Section 336 of these specifications.

340.5.3 Curb Ramp Installation

REMOVE in its entirety and REPLACE with the following:

Curb ramp installation shall be measured in accordance with Section 340.5.2 of these specifications. Detectable warnings are an integral part of curb ramp installations and shall not be measured or paid separately.

Perpendicular curb ramps shall include the area from the back of curb between the outer edges of the ramp wings to the top of the curb ramp, ending prior to and excluding the top landing. The top landing area shall be measured as sidewalk in accordance with Section 340.5.2. Ramp curbs are an integral part of the perpendicular curb ramp installation and shall not be measured or paid separately.

Parallel and combination curb ramps shall include the ramp area between the ramp curb and the back edge of the roadway curbing. Ramp curbs are an integral part of parallel curb ramp and combination curb ramp installations and shall not be measured or paid separately.

ADD the following subsection to 340.5 Measurement:

340.5.4 Aggregate Base Course

Aggregate base course shall be considered incidental to all items in this section.

340.6 PAYMENT

ADD the following:

Aggregate base course shall be considered incidental to all items in the section.

No separate measurement or payment for the curb returns and transition curbs for driveways shall be made.

SECTION 345: ADJUSTING FRAMES, COVERS AND VALVE BOXES

345.1 DESCRIPTION

REMOVE the second paragraph in its entirety and REPLACE with the following:

All frames, covers, valve boxes, manholes, etc., shall be adjusted to finished grade after placement of asphalt concrete surface course by the Contractor in accordance with the standard details. Adjustments shall be completed within 15 working days of completion of paving.

The Contractor shall remove old frames and covers and install new frames and covers in accordance with the contract documents.

345.3 ADJUSTING FRAMES

REMOVE the second paragraph in its entirety and REPLACE with the following:

Frames shall be set to the elevations and slopes established by the Engineer and shall be firmly blocked in place in accordance with COP GES Detail 422Q. Spaces between the frame and the old seat shall be sealed on the inside to prevent any concrete from entering the hand hole or manhole. Class AA concrete shall be placed around and under the frames to provide a seal and properly seat the frame at the required elevation and slope.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ -inch wide by ½ - inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Details 270Q and 422Q)

Existing frames and covers shall be salvaged to the City. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

After removal of the temporary asphalt pavement in the area of adjustment, and prior to placement of the final concrete collar ring (as shown on COP GES Details 270Q and 422Q) the asphalt pavement in proximity of the adjustment shall be rolled with a self-propelled steel wheel roller if requested by the Engineer.

Traffic shall not be allowed on the concrete collars until the concrete has reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use “high-early” in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

345.4 ADJUSTING VALVE BOXES

REMOVE in its entirety and REPLACE with the following:

Valve boxes shall be adjusted to the new elevations indicated on the plans, or as established by the Engineer.

New valve box top risers and caps shall be furnished by the Contractor at existing water valve locations and placed as directed by the Engineer. New valve box top risers and caps shall be considered incidental to the cost of adjustment.

Existing valve box risers and caps shall be salvaged to the City. All salvaged items shall be delivered to the City Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ inch wide by ½ inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Detail 391Q)

Traffic shall not be allowed on the concrete collars until the concrete had reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use “high-early” in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

Add the following subsection to 345.4 Adjusting Valve Boxes:

345.4.1 Adjusting Meter Boxes

Meter boxes shall be adjusted to the new elevations indicated on the plans, or as established by the Engineer.

Additional meter box sections, concrete, and miscellaneous items required to protect the utility in accordance with the respective standard detail shall be considered incidental to adjusting the meter box.

345.5 ADJUSTING MANHOLE AND VALVE COVERS WITH ADJUSTMENT RINGS

REMOVE in its entirety and REPLACE with the following:

Existing sanitary sewer manhole and covers shall be salvaged to the City. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer.

Adjusting rings may be used to raise manhole covers in conformance to the dimensions noted on COP GES Detail 420Q-1. The amount of adjustment, thickness of seal or overlay, and cross slope will be considered when using adjusting rings. Each location where an adjusting ring is used must have a sufficient depth of asphalt to assure the proper installation and operation of the ring. The rings shall be made of concrete and installed per the manufacturer’s specifications. The rings shall be approved by the Engineer.

The concrete collar ring around the frame or valve box shall be circular, shall be a minimum of 8 inches thick, struck off and finished ¼ inch below with the adjacent new pavement surface. Concrete shall be a minimum of Class AA. All concrete shall be obtained from plants approved by the Engineer.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ inch wide by ½ inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Detail 270Q)

Traffic shall not be allowed on the concrete collars until the concrete has reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use “high-early” in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

All machined surfaces on the frame and cover shall be such that the cover will lie flat in any position in the frame and have a uniform bearing through its entire circumference. Any frame and cover which creates any noise when passed over by automobiles shall be replaced by the Contractor at the Contractor’s expense.

345.6 MEASUREMENT

ADD the following:

Measurement for adjusting existing frames, covers, valve boxes, and water meter boxes to finished grade shall be the actual number of each type adjusted and accepted.

Measurement for adjusting new frames, covers, valve boxes, and water meter boxes shall not be measured as adjustment to finished grade is considered incidental to installation of the respective item.

SECTION 350: REMOVAL OF EXISTING IMPROVEMENTS

REMOVE the section in its entirety and REPLACE with the following:

350.1 DESCRIPTION

The work under this section shall consist of the removal, wholly or in part, and satisfactory disposal of all structures and obstructions within the right-of-way 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 cavities.

Existing structures, pavement, sidewalks, curbs, gutters 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 become the property of the Contractor.

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 damage active utilities or any portion of the improvement that is to remain in place.

350.2 CONSTRUCTION REQUIREMENTS

Bridges, culverts and other structures in use by traffic shall not be removed until satisfactory arrangements have been made to accommodate the traffic. Blasting or other operations necessary for the removal of an existing structure or obstruction, which may damage new construction, shall be completed prior to commencing the new work.

Items designated to be salvaged shall be carefully stockpiled or stored by the Contractor at locations designated in the special provisions 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 of these specifications. Backfill of all excavated areas below structures shall be in accordance with MAG Specification and COP Supplement 206.4.

350.3 REMOVAL OF PAVEMENT

(A) Portland Cement Concrete Pavement: Unless otherwise specified in the special provisions, concrete pavement designated on the project plans to be removed shall be removed from the job site and disposed of at a site secured by the Contractor.

Where new construction is to join the existing concrete pavement, the pavement shall be saw cut to a true line perpendicular to the centerline of the pavement with straight vertical edges free from irregularities.

(B) Bituminous Pavement: Unless milling is noted on the plans or is a bid item, all bituminous pavement designated on the project plans to be removed, shall be completely removed down to the underlying base course or subgrade. The pavement material shall be removed and disposed of at a site secured by the Contractor.

Where new construction is to join existing bituminous pavement, the existing pavement shall be cut to a true line perpendicular to the centerline of the pavement with straight vertical edges free from irregularities. The removal of asphaltic concrete at the approaches to structures shall be accomplished in a manner approved by the Engineer.

350.4 REMOVAL OF STORM PIPE AND CULVERTS

All removed pipe which is to be salvaged or re-laid shall be cleaned of all earth and other material inside and outside prior to being stockpiled or reused. Pipe to be reused shall be stored when necessary to avoid damage or loss before relaying.

Existing pipe to be partially removed shall be cut with straight and smooth edges on a plane perpendicular to the center line of the pipe.

Pipe that is not salvaged shall become property of the Contractor, removed from the project, and disposed of properly.

350.5 REMOVAL OF MISCELLANEOUS CONCRETE

Miscellaneous concrete shall be defined as all or portions of mortared rubble masonry, curbs, gutters, sidewalks, driveways, aprons, slope paving, island paving, retaining walls, spillways, drainage structures, concrete box culverts, foundations, footings and all other Portland cement concrete or masonry construction, except bridges and pavement. All existing miscellaneous concrete shall be removed to a depth of at least 5 feet below finished subgrade elevation unless otherwise noted on the project plans or special provisions. Other specification sections that discuss removal of concrete items shall supersede the provisions in this section.

Where new concrete is to join existing concrete, the existing concrete shall be saw cut to a true line with straight vertical edges free from irregularities.

Concrete removal operations shall be performed without damage to any portion that is to remain in place. All damage to the existing concrete, which is to remain in place, shall be repaired to a condition equal to that existing prior to the beginning of removal operations. The repairing of existing concrete damaged by the Contractor's operations shall be at no additional cost to the City.

Existing reinforcement that is to be incorporated in new work shall be protected from damage and shall be thoroughly cleaned of all adhering material before being embedded in new concrete.

Concrete shall be disposed of as provided in 350.3(A).

The floors of concrete basements, pits and structures that are located within the right-of-way shall be completely removed.

350.6 REMOVAL OF UTILITIES

Removal of water mains, sewer mains, and related appurtenances shall be in accordance with COP Supplement 650 and 651, respectively.

All existing utilities not designated for removal shall remain in place and be protected against damage.

A utility may be abandoned in place below a new major structure that is part of the work only if approved by the Agency and solidly filled with grout using methods approved by the Agency. All abandoned utilities to remain and the approved abandonment method shall be noted on the installation record drawings.

Utilities to be removed by the Contractor shall be disconnected and taken out in accordance with the requirements of the utility owner to the limits shown on the plans. Utility removal shall not be performed until a release has been obtained from the utility stating that their respective service connection and appurtenant equipment have been disconnected, removed or sealed and plugged in a safe manner.

The Engineer shall be notified when utilities are encountered that are not shown on the plans.

350.6.1 Removal and Disposal of Asbestos Cement Pipe

(A) Background

Asbestos Cement Pipe (ACP) is a mixture of Portland cement and asbestos fibers. It was introduced into North America in 1931 and by 1953 the American Water Works Association (AWWA) had established standards for ACP. Along with many other cities, ACP water mains were installed in the city of Prescott and as a consequence, we have a considerable quantity of this material in service. Some of these mains are old and need to be replaced; some are undersized and need to be upsized; and others are in conflict with new utility installations and need to be relocated. These actions require all or part of the existing ACP system to be removed and disposed. Subsequent to ACP's introduction into the United States, the EPA determined that asbestos, in an airborne condition, is a hazardous material and established laws/guidelines for the handling and disposal of the material. The Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) establishes requirements for the removal and disposal of regulated asbestos containing materials. This policy statement establishes procedures and identifies responsibilities for the proper handling of asbestos-cement pipe in conformance with the Asbestos NESHAP requirements in effect as of November 1990.

NOTE: As used herein, the term "Excavator" shall refer to that entity (individual or contractor) which actually excavates and exposes the pipe. The term "Generator" means any owner or operator of a source (covered by the regulation) whose act or process produces asbestos containing waste material. The term "extra cost" shall refer to the cost over and above the removal and disposal of the pipe in a non-friable state.

(B) Policy

(1) It is the intent of the City to comply with the requirements of the Asbestos NESHAPS found at 40 CFR Part 61, Subpart M. This Policy Statement will establish procedures to be used by all Excavators in the removal and disposal of ACP in compliance with NESHAPS. Nothing in this Policy Statement shall be construed to void any provision of a contract or other law, ordinance, regulation or policy whose requirements are more stringent.

(2) ACP is defined under NESHAPS as a Category II, non-friable, non-regulated material in its intact state but which may become friable upon removal, demolition, and/or disposal. Consequently, if the removal/disposal process renders the ACP friable, it is regulated under the disposal requirements of 40 CFR 61.150. If more than 260 linear feet of ACP is removed which on removal will become friable, a NESHAPS notification must be filed with the Yavapai County Environmental Services Department. The notification must be filed at least 10 days prior to removal of the material. If it remains in its non-friable state, as defined by the NESHAPS, it can be disposed as a conventional

construction waste. EPA defines friable as material, when dry, which may be crumbled, pulverized or reduced to powder by hand pressures.

(3) The Generator of the hazardous material is responsible for the identification and proper handling, transportation, and disposal of the material. Therefore, it is the policy of the City that if the actions of the Excavator cause the material to become friable, and therefore subject to the regulations, that the Excavator becomes the Generator.

(4) The requirements of A.R.S. § 40-360.21 through 40-360.32 (Blue Stake Law) are important with respect to implementation of this policy statement. The Blue Stake Law mandates the owner of the facility (in this case the City) to maintain installation records and, upon request, to properly locate the underground facility. The law also places requirements on the Excavator to:

- (a) Call Arizona 811 at least 2 working days prior to the start of excavation.
- (b) Mark the boundaries of the location to be excavated.
- (c) Excavate in a careful and prudent manner, including hand digging within 24 inches of the underground facility.
- (d) Notify the City if the Excavator encounters an underground facility that has not been located and marked or has been marked in the wrong location.

If the Excavator does not comply in full with Arizona 811 requirements and therefore causes non-friable ACP to become friable, any and all extra costs incurred to handle, containerize, transport, and dispose of the asbestos containing waste shall not be paid or reimbursable by the City. If Arizona 811 requirements are met and ACP is accidentally or unknowingly disturbed thereby causing it to become friable, the Excavator may seek reimbursement from the City for additional costs to handle, containerize, transport and dispose of the material following the procedures described herein.

(5) The Contractor shall retain the services of an independent, qualified, licensed asbestos abatement Consultant. All removal and disposal of ACP shall be under the cognizance of the Consultant. The Excavator is responsible to contact the Consultant a minimum of 2 working days prior to the initiation of removal/disposal operations.

The Consultant will monitor the Excavator's work. If the ACP was not planned for removal and the Excavator accidentally disturbs the pipe, the Excavator will cease all work and notify the Engineer immediately for further instructions.

(6) It is the intent of the City that all ACP shall be removed in such careful and prudent manner that it remains intact and non-friable. The Excavator is responsible to deploy the means, methods, techniques, and sequences to ensure this result. When it is a practical impossibility, as determined by the Engineer, to remove the ACP without creating a friable material, the City will pay the Excavator for the removal of friable material in accordance with the measurement and payment section. The Excavator shall take steps to minimize the amount of the friable waste and abide with all asbestos regulatory requirements. The Consultant shall be available to provide recommendations or suggestions, which the Excavator may or may not choose to deploy. The Consultant shall measure or otherwise assess and recommend to the Engineer the amount or percentage of friable waste for which the City should pay for removal and disposal with the remainder being the responsibility of the Excavator. If the ACP is caused to become friable, the Consultant shall conduct perimeter air monitoring upon request by the City. If the Excavator fails to notify the Consultant, fails to excavate and remove the ACP in a careful and prudent manner creating friable material or fails to abide with all asbestos regulatory requirement, the Excavator shall be deemed to be the Generator responsible to handle, transport and dispose of the ACP in accordance with the NESHAPS requirements and will not be reimbursed for any cost incurred. This will include all penalties and associated legal fees of the Generator as well as any penalties assessed against the City, and any associated legal fees incurred by the City for violation of any of the asbestos regulatory requirements that are caused by the Excavator.

- (7) ACP shall NOT be crushed and left in place.
- (8) Compliance with all aspects of worker safety and health regulations including but not limited to the OSHA Asbestos Standard is the responsibility of the Excavator. The City assumes no responsibility for compliance programs which are the responsibility of the Excavator.
- (9) Payment for removal of non-friable existing asbestos cement pipe shall be at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill in accordance with the specifications.
- (10) Payment for removal of friable existing asbestos cement pipe shall be a contingent item at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill as determined by the Engineer in accordance with this section and other provisions of the specifications.

350.7 REMOVAL OF SIGNS AND DELINEATORS

Street signs, traffic control signs, traffic signal material and control devices shall be removed as designated on project drawings, salvaged and delivered to the City at the site designated by the Engineer. The Contractor shall dismantle the sign panels and delineators and remove the sign posts from the ground in such a manner as to prevent damage to the posts. The Contractor shall not remove the existing signs prior to the completion of the new sign installation, but shall remove them within 5 working days after the installation of the new signs or as directed by the Engineer.

350.8 REMOVAL OF FENCE

All fence to be removed, shall become the property of the Contractor unless designated for salvage on the project plans. If fence is designated to be removed and salvaged, all fence, including gates shall be salvaged in accordance with the requirements of 202-3.01.

When designated for salvage, fence and gates shall be carefully dismantled and neatly rolled or coiled. Posts shall be cleaned of all concrete and dirt.

In areas where new fence or relocated fence is to be installed, the Contractor shall perform the removals in such a manner as to prevent the escape of any livestock and/or domestic pets, including the placement and removal of temporary fence when necessary.

350.9 REMOVAL OF GUARDRAIL

All guardrail to be removed shall become the property of the Contractor unless otherwise specified on the project plans.

If guardrail is designated to be removed and salvaged, the Contractor shall carefully dismantle the guardrail and remove the blocks and posts in such a manner as to prevent any damage to the removed items. The guardrail, including panels, end sections, posts and all hardware shall be salvaged in accordance with the requirements of 350.2.

350.10 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for removal of existing improvements unless otherwise noted on the plans or there being removal bid items. This work shall be considered incidental and included in the unit price bid for construction of the appropriate contract pay items.

Measurement for non-friable and friable asbestos cement pipe shall be by the linear foot of pipe removed.

Payment for removal of non-friable existing asbestos cement pipe shall be at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill in accordance with the specifications.

Payment for removal of friable existing asbestos cement pipe shall be a contingent item at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill as determined by the Engineer in accordance with paragraphs E and F and other provisions of the specifications.

PART 400 – RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401: TRAFFIC CONTROL

401.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Traffic control is the responsibility of the Contractor and shall be performed in accordance with 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 with the latest revisions, Prescott Traffic Barricade Manual, and the project plans.

(A) Prior to beginning the project, the Contractor shall submit to the City, for approval, a traffic control plan for all activities connected with the proposed work. He must obtain approval from the Engineer for the traffic control plan and schedule prior to any construction. The Contractor shall submit the traffic control plan to the Engineer at or before the project preconstruction conference.

(B) Written notice shall be given to the Engineer or the Engineer's authorized representative on the job 48 hours prior to any changes in detours or routes of access. The notice shall give specific details with maps showing the access to all residences and businesses affected by the project.

(C) The City Police and Fire Departments shall be continually updated on access routes along and through the site during construction.

401.2 TRAFFIC CONTROL DEVICES

ADD the following:

(C) All traffic control devices required for the project shall be the responsibility of the Contractor.

(D) When required to cross, obstruct, or close a street, traffic way, or sidewalk for a short duration that is approved by the Director, the Contractor shall provide and maintain suitable bridges, detours or other approved temporary means for the accommodation of vehicular and pedestrian traffic.

(E) When traffic conditions at the construction site warrant the use of certified police personnel to direct traffic, arrangements shall be made with the City Police Department, Yavapai County Sheriff's Office, or Department of Public Safety for off-duty officers.

401.3 FLAGMEN OR PILOT CARS

REMOVE in its entirety and REPLACE with the following:

The Contractor shall provide sufficient certified flagmen, uniformed off-duty law enforcement officers and pilot cars to expedite the safe passage of traffic through the work zone as determined by the Engineer.

Any individual who is stationed in a work zone to provide temporary traffic control (flagmen) or to drive a pilot car shall have completed training and be certified in flagging through a program that meets the training and certification standards of the National Safety Council flagger training program, the American Traffic Safety Services Association (ATSSA) flagger program or an equivalent program that meets the same objectives. An equivalent program must be approved by the Director and meet the US Department of Transportation Federal Highway Administration's Standards for the control of traffic through highway work zones as defined in the manual on uniform traffic control devices for streets and highways. This training and certification shall be renewed at least once every 4 years. It is the Contractor's responsibility to provide the certifications to the Engineer before flagmen engage in the traffic control and/or temporary traffic control. This section does not apply to law enforcement personnel who are employed by governmental entities. Should appropriately trained flaggers not be present, the City, at its discretion may cease operations until appropriately trained flaggers can be provided on-site.

401.6 MEASUREMENT

REMOVE in its entirety.

401.7 PAYMENT

REMOVE in its entirety.

ADD the following subsection to Section 401- Traffic Control:

401.8 MEASUREMENT AND PAYMENT

Payment for traffic control shall be at the applicable unit price bid in the contract documents.

(A) Preparation of traffic control plan shall be inclusive of all submittals, reviews and if needed, re-submittals.

(B) Flaggers shall be per hour for actual time directing traffic. It does not include travel time or time spent setting up or taking down devices.

(C) In the event off-duty police personnel are required to direct traffic, the bid schedule includes an allowance for certified police personnel for the purpose of encumbering funds to cover the cost of certified police personnel. The amount of the allowance is determined by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount in the bid proposal and shall reflect the same in the total bid for the project.

It shall be understood that this allowance is an estimate only. The allowance shall be not used without approval of the Engineer.

Reimbursement for certified police personnel shall be based on actual cost, plus an allowable markup to the prime Contractor of 15 percent, for use of certified police personnel approved by the Engineer.

Flagmen, uniformed off-duty law enforcement officers or pilot cars, with driver, will be measured by the hour for each individual, including vehicle and equipment, required to perform traffic control. When an officer is

used less than 3 hours, a minimum of 3 hours will be charged. Anything over 3 hours will be measured by the hour.

Payment will be made at the contract bid price in the proposal for uniformed, off-duty law enforcement officer. If the officer is utilized in excess of 8 hours in any calendar day or in excess of 40 hours in any calendar work week, payment shall be at the rate of 1½ times the contract bid price for all hours worked in excess in either of the above time periods.

(D) Barricades and storage shall be at the lump sum bid and shall be inclusive of all temporary signs and devices in the traffic control plan and as required by the MUTCD, COP Traffic Barricade Manual and the Engineer.

(E) Message boards shall be measured by each per day as determined necessary by the approved traffic control plan and the Engineer.

(F) Pilot car and driver shall be per hour for actual time used as required by the approved traffic control plan and the Engineer. It does not include travel time or time spent setting up or taking down devices.

(G) Incidental traffic related items shall include all other pertinent tools, equipment, devices and or work required to provide safe and effective traffic control in accordance with the approved traffic control plan, the MUTCD and the Engineer.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 402: PAVEMENT MARKINGS AND STRIPING

402.1 THERMOPLASTIC PAVEMENT MARKINGS

Work under this item shall be performed per ADOT Specification 704.

(A) Stop Bars and Crosswalks: Work under this item shall consist of the application of thermoplastic striping material at the locations noted on the project plans. All stop bars shall be 18 inches in width unless otherwise specified. Crosswalks shall be 12 inches in width.

(B) Measurement shall be in accordance with ADOT Specification 704-5 (width times length divided by 4 inches equals LF as shown in bid schedule).

(C) Pavement Markings: Pavement markings shall be in accordance with ADOT Specifications 704-4, ADOT 4-M 1.12 through 4-M 1.17, and as modified herein. Work under this item shall consist of the application of thermoplastic striping material at the locations noted on the project plans.

402.2 TEMPORARY STRIPING

Work under this item, temporary striping (paint) where required, shall be performed per ADOT Specification 701-3.05.

402.3 PERMANENT PAVEMENT MARKINGS

Work under this item shall be performed per ADOT Specification 708.

402.4 MEASUREMENT AND PAYMENT

Measurement and payment for pavement markings shall be at the per each basis for each legend or marking installed in accordance with ADOT Specification 704-5.

Measurement and payment for temporary striping shall be per ADOT Specifications 708-4 and 708-5.

Measurement for permanent pavement markings shall be in accordance with ADOT Specification 708-4 (width times length divided by 4 inches equals LF as shown in bid schedule). Payment for permanent pavement markings shall be in accordance with ADOT Specification 708-5.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 403: PERMANENT SIGNING, SIGN POSTS AND DELINEATORS

403.1 DESCRIPTION

Work under this item shall be done in accordance with the project drawings and requirements of the Manual MUTCD, MAG Detail 131, and ADOT Signing and Marking Standards.

403.2 GENERAL SIGNING GUIDELINES

- (A) All signing shall conform to the most recent editions of the publications shown above with regard to size, color, shape and placement.
- (B) All signs shall be new (other than those shown to be relocated). All new and relocated signs shall be mounted on new posts with new hardware. Signs designed for installation on existing street light poles shall be mounted with new hardware.
- (C) Traffic sign dimensions, colors and lettering shall conform to the latest MUTCD Specifications. Traffic sign size shall be standard unless otherwise specified here or on the plans.
- (D) All non mountable curb section signs shall be located at least 2 feet from the curb face to the nearest edge of the sign. All other roadways signs shall be mounted from 6 feet to 12 feet from the edge of the pavement to the nearest edge of the sign, unless otherwise noted in the sign summary table or on the plans.
- (E) Roadways with guardrail signs shall be located at least 6 feet from the face of the guard rail to the nearest edge of the sign, unless otherwise noted in the sign summary table or on the plans.
- (F) Sign location shall be coordinated with landscaping plans to ensure sign visibility per AASHTO Standards.
- (G) Signs shall be mounted on street light poles whenever feasible.
- (H) All signs installed in areas where parking or pedestrian movements occur shall typically be erected at a height of 7 feet above the normal edge of pavement or sidewalk to the bottom of the sign or to the lowest sign in a multiple sign installation assembly with the following exceptions:
 - (1) The height to the bottom of a secondary sign mounted below another sign may be up to 2 feet less than the height specified above.
 - (2) If the bottom of a secondary sign that is mounted below another sign is mounted lower than 7 feet above a pedestrian sidewalk or pathway, the secondary sign shall not project more than 4 inches into the pedestrian facility.

- (3) Object markers shall be installed at least 4 feet above the normal edge of pavement.
- (I) All R1-1 “STOP” signs and pedestrian warning signs shall be reflective with all reflective sheeting material to be diamond grade.
- (J) All other signs are to be reflective with all reflective sheeting material to be high intensity prismatic meeting or exceeding ASTM D4956-04.
- (K) Sign blanks shall be 5052-H38 alloy treated aluminum with Alodine 1200 conversion coating, 0.080 inch thick with rounded corners.
- (L) Stop signs are to be shown at all local street intersections within a subdivision unless an engineering study shows that no control or yield control is warranted. Stop signs shall be designed and shown at all collector and non signalized arterial street intersections.
- (M) Stop signs and Yield signs shall be a minimum of 30 inches in width. When specified by the City Traffic Engineer 36 inch and/or 48 inch signs may be required on major collectors and arterial streets.

403.3 SIGN POSTS

- (A) Sign posts shall conform to the COP GES Detail 131Q.
- (B) For new construction the Telspar, Uni-strut or approved equal 12 gauge, galvanized steel, 4 sided perforated square tubing is required. Two inch tubing shall be used for smaller signs while 2½ inch tubing shall be used for the larger signs.
- (C) The post shall be tall enough to provide the minimum clearances specified in COP GES Detail 131Q.
- (D) The base and sleeve system for the sign shall be anchored in a minimum of a 24 inch deep, 12 inch diameter foundation of concrete. The base shall have a breakaway slip base system. The exposed post from the base shall be 4 inches to 6 inches high.
- (E) Signs over 48 inches wide shall be mounted on two, 2½ inch posts with a horizontal support frame.
- (F) All station locations are approximate. The Contractor shall verify actual sign locations with the Engineer prior to the installation of all signs.
- (G) The Contractor shall verify post lengths and elevations prior to installation.

403.4 MEASUREMENT AND PAYMENT

Measurement and payment shall be the unit price per each for posts and delineators and per square foot for sign panels, complete and in place.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 404: LOOP DETECTORS

404.1 QUADRUPOLE LOOP DETECTORS

- (A) Loop detectors shall be installed in base course of asphalt concrete pavement and conform to ADOT Specifications 735 and 732-2.01, ADOT Traffic Signals and Lighting Standard Drawings (2010) 7-1. All

loop detectors shall be installed per ADOT Signals and Lighting Standard Drawing T.S. 7-1, Sheet 2. Installation shall include the home runs and installation of loop wiring into the existing signal cabinet. The hardwiring in the cabinet will be accomplished by City forces unless otherwise specified.

(B) Prior to bidding, the Contractor shall verify the location and layout of the existing detector loops and appurtenant home runs to ensure that home runs are re-established in their original configuration. Loop detectors shall be centered in lanes. The Contractor shall verify loop layout with the Inspector prior to installation.

404.2 MEASUREMENT AND PAYMENT

Measurement shall be a complete quadrupole loop installation. Payment shall be made on a per each installed basis.

SECTION 405: SURVEY MONUMENTS

405.1 DESCRIPTION

ADD the following:

All efforts shall be made to protect survey monuments from being disturbed or damaged. Monuments shall be: 1) re-established by a Registered Land Surveyor at the Contractor's expense if disturbed, damaged or covered, and 2) located by a Registered Land Surveyor where noted on plans.

All survey monuments, including but not limited to street centerline monuments, benchmarks, control points, and property corner monuments shall not be moved or otherwise disturbed by the Contractor until an authorized agent of the agency having jurisdiction over the survey monuments has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction. Any survey monuments uncovered, found, damaged, defaced, disturbed, removed, or displaced by the Contractor shall be replaced at the Contractor's expense.

405.2 MATERIALS

REMOVE the first paragraph in its entirety and REPLACE with the following:

The concrete portion of monuments shall be constructed in accordance with the provisions in Sections 725 and 505 of these specifications. Concrete shall be Class AA.

405.3 CONSTRUCTION

REMOVE the fourth paragraph in its entirety.

ADD the following:

Frames, covers and concrete shall be installed per COP GES Detail 120Q.

405.5 PAYMENT

ADD the following:

No separate payment shall be made for resetting property monuments. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

Payment for survey monuments shall be based on a per each unit complete in place.

SECTION 430: LANDSCAPING AND PLANTING**430.3.2 Seeding**

REMOVE in its entirety and REPLACE with the following:

430.3.2 Seeding (Hydraulic)

(A) Seeding consists of furnishing and applying chemical fertilizer; furnishing and planting seed and furnishing, applying and affixing mulch. The areas to be seeded are disturbed or un-vegetated areas. Slopes are required to be seeded immediately upon completion; coordination with grading operations will be required.

Application rates of seed as specified are for Pure Live Seed (PLS). PLS is determined by multiplying the sum of the germination and hard or dormant seed by purity. Weed content of seed shall not exceed 0.5 percent. No substitution of species, strain or origin of seed will be allowed unless evidence is submitted in writing by the Contractor to the Engineer showing that the specified materials are not reasonably available during the contract period. The substitution of species, strains or origins shall be made only with the written approval of the Engineer, prior to making said substitution.

The seed shall be delivered to the project site in standard, sealed, undamaged containers. Each container shall be labeled in accordance with A.R.S. § 3-231 through 3-243 and the US Department of Agriculture rules and regulations under the Federal Seed Act. Labels shall indicate the variety or strain of seed, the percentage of germination, purity and weed content, and the date of analysis, which shall not be more than 9 months prior to the delivery date.

(B) Seed Mix

<u>Botanical Name</u>	<u>Common Name</u>	<u>Seed/lb</u>	<u>Rate/Acre- PLS (Pure Live Seed)</u>
Agropyron dasystachym	Thickspike Wheatgrass	154,000	3.0
Bouteloua gracilis	Blue Gramma	825,000	2.0
Koeleria crisata	Prairie Junegrass	825,000	1.0
Mulenbergia wrightii	Spike Muhly	1,000,000	1.5
Festuca arizonica	Arizona Fescue	500,000	2.0
Elymus elymoides	Squirrel Tail	192,000	4.0
Sporobolus cryptandrus	Sand Dropseed	5,298,000	0.75

(C) **Seed Supply Agreement:** The required species may be in short supply during the project. Therefore, the Contractor shall enter a contractual agreement with a seed collector/supplier that verifies that sufficient supply of specified plant materials will be available on or immediately prior to the seeding dates. This requirement shall be fulfilled within 45 days following the preconstruction conference in order to allow sufficient time for seed collection. The Contractor shall provide written notification to the Engineer verifying that the required species are available and secured for the project. The collection contractor shall test the seed for purity and viability and hold the seed in a manner which maintains its viability. The Contractor shall submit purity and viability test results to the Engineer for approval prior to the initiation of seeding operations. If it is required to be held for more than a year from initial testing the seed shall be tested again for viability. The Contractor shall compensate the seed supplier a percentage of the seed cost to hold seed material and for the seed tests as identified in Basis for Payment.

(D) **General**

The slurry for the hydroseed process shall be as follows:

<u>Slurry Mix</u>	<u>Rate</u>
Hydrofiber: Silva, Conwed or Spray mulch x-100 wood fiber or equivalent	800 lbs/acre
Tackifier	80 lbs active ingredient/acre
Starter fertilizer: Ammonium Phosphate	16-20-0 200 lbs/acre
Seed mix	As specified
Soil conditioner	1000 lbs/acre

The seed shall be applied within 30 minutes after being combined with the slurry mix.

<u>Ingredients for Slurry Application</u>	<u>Percentages (Minimum)</u>
Nitrogen	5
Phosphoric Acid	3
Water Soluble Potash	1
Humas	50
Humic Acids	15
Soluble Metallic Iron	1

(E) **Wood Cellulose Fibers:** Wood fiber mulch shall consist of a specially prepared wood fiber processed to contain no growth germination inhibiting factors. The mulch shall be virgin wood and be manufactured and processed so the fibers will remain in uniform suspension in water under agitation to form a homogenous slurry. The mulch shall have a pH range between 4.5 to 6.5.

When hydraulically sprayed on the ground, the material will form a blotter-like cover impregnated uniformly with seed. The cover will allow the absorption of moisture and allow rainfall to percolate to the underlying area.

(F) Tacking Agent: Binder shall be free flowing, non-corrosive powder produced from natural plant gum marketed under M-Binder, M145 Binder, AZ-TAC or approved equal. It shall have gelling properties to inhibit the tendency of water and fiber to move downhill as they are sprayed on steep slopes.

(G) Construction Requirements

(1) General: The Engineer will regularly observe the weighing of seed, mixing of slurry mix and application of seed.

(2) Seeding: Seeding shall be done immediately following the final grading or disking of each cut slope and each fill slope. The soil surface shall be loose. The Contractor will be required to mobilize frequently to accomplish this goal. No seeding shall be carried out under wind conditions exceeding 5 mph. Scheduling of seeding mobilization will be coordinated with the Engineer at the weekly construction meetings. In no case shall a decision by the Engineer relieve the Contractor from the requirement of seeding prior to measurable rainfall. If measurable rain falls prior to seeding, or if the surface of the graded area has formed a crust or slightly hardened surface, the Contractor shall be responsible for ripping, blading or loosening the ground surface, or otherwise repairing and/or preparing the affected areas for seed, after they adequately dry out and prior to seeding, at no cost to the City. The use of specialized equipment or manual methods may be required to prepare the surface for seeding, if seeding is not accomplished immediately after grading or disking.

Seed is to be accomplished during the window of June 1 to July 15 and November 1 to January 30. These windows are to allow expected seasonal rains to start germination process.

All areas disturbed by construction are to be seeded. This may be more area than shown on the plans. All areas are to be approved by the Engineer. The Contractor shall coordinate seeding operations with slope construction so that the tops of cuts and toes of fills can be reached with hydroseed equipment.

Hoses may be used where heavy equipment cannot access.

(3) Tillage: All slopes steeper than 3:1 shall either have a loose, friable soil depth of 2 inches or more or be tilled a minimum of 4 inches in depth as they are constructed.

Tillage shall be accomplished with a ripper bar, chisel plow or harrow tool or with other equipment which will provide thorough soil cultivation.

Tillage shall be performed along the contour. The slopes behind guardrail and in the ditch line in cut shall be left with roughened surface to aid in water absorption. Seeded areas which are not behind guardrail or between the ditch line and the roadway on a cut shall be left in a firm surface free of foreign material that would interfere in the seeding operation.

No work shall be done when the moisture content of the soil is unfavorable or the ground is otherwise in a condition not conducive to tillage.

(4) Planting: The Contractor shall submit a batch (tank) mix for the Engineer's approval prior to mixing any seed/mulch slurry. Batch mixing and coverage will be monitored throughout seeding operations. The Contractor is to coordinate monitoring with the Engineer in advance of mixing.

After the tillage is complete and accepted by the Engineer, seed shall be planted by slurry mix (cut slopes steeper than 3:1).

All areas to be seeded shall have a starter fertilizer of ammonium phosphate 16-20-0 applied at a rate of 200 pounds per acre and soil condition at the rate of 1,000 pounds per acre.

Any material sprayed on non-designated areas shall be immediately removed by the Contractor at the Contractor's expense. Non-designated areas include pavement, guardrails, signs, plants and existing vegetation.

(5) Anchorage by Tacking: Mulch shall be anchored by tacking using a slurry consisting of a minimum of 150 pounds of binder, 400 pounds of wood fiber mulch and 700 gallons of water per acre.

(6) Preservation of Seeded Areas: Any material sprayed on non-designated areas shall be immediately removed by the Contractor at the Contractor's expense. Non-designated areas include pavement, guard rails, signs, plants, and existing vegetation.

(7) Warranty: The Contractor shall guarantee that 75 percent of the applied tackifier remains in place for a period of 30 days after acceptance of the seeding application. Any areas that have less than 75 percent of the tackifier remaining shall be reseeded, re-mulched and re-tacked at the Contractor's expense.

Areas that require reseeding and re-mulching under the warranty shall be done at no additional cost to the City. The 30 day period(s) shall be within the allotted contract time.

Measurement and Payment: Seeding will be measured by the acre, to the nearest tenth acre, measured along the ground surface for the areas which have been planted and mulched, as determined by the Engineer. The Contractor may be reimbursed a partial payment based on the invoice amount for the cost to hold and test the seed in conformance with the Seed Supply Agreement.

The accepted quantities of seeding, measured as provided above, will be paid for at the contract price per acre for the full performance of the work herein described, which price shall be full compensation for the work completed including all equipment, labor and materials required.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 431: LANDSCAPE ROCK

431.1 REMOVE AND REPLACE LANDSCAPE ROCK

Landscaping shall be protected and restored in accordance with Section 107.9 of these specifications. Existing landscaping rock shall be removed, stockpiled, and replaced in its original position as closely as possible.

Measurement and Payment: Payment shall be per lump sum amount.

PART 500 – STRUCTURES

SECTION 505: CONCRETE STRUCTURES

505.1.1 Minor Structures

REMOVE in its entirety and REPLACE with the following:

Concrete structures such as manholes, catch basins, median barriers, headwalls, cattle guards, and other miscellaneous structures as defined by the Engineer are hereby defined as minor structures. Minor structures

shall be precast units. MAG Type D Catch Basins shall be cast-in-place. Cattle guards, median barriers, and headwalls, at the option of the Engineer, may be either constructed of cast-in-place concrete, or furnished as precast units. Precast units shall be fabricated in accordance with shop drawings submitted by the Contractor and approved by the Engineer, in accordance with the requirements of MAG Specification and COP Supplement 105.2. All structures not defined as minor structures shall be classified as major structures.

(A) Concrete Drainage Outlet/Structure: The work consists of constructing a concrete drainage outlet(s) and structure(s) as designated on the project drawings in accordance with Sections 505 and 725 of these specifications, and as modified herein. All cast-in-place concrete shall be Class AA, 4,000 psi. Subgrade and base materials under the structure shall be compacted to not less than 95 percent of the maximum dry density as determined by AASHTO T 99. No additional payment will be made for aggregate base materials required under concrete structures. The base material shall be considered incidental to the construction of this item and provided for in the unit price for the work. Measurement and payment under this item shall be to the nearest square foot complete in place in accordance with the respective detail for flat work, and per each unit installed for structures.

(B) Concrete Headwall: Work under this item shall be in accordance with COP Supplement 505 and 725, MAG Specifications 726 and 727; MAG Details 501-1 and 501-2; and the project drawings. Concrete shall be Class AA, 4,000 psi. Payment shall be made per each headwall installed complete in accordance with the respective detail.

(C) Concrete Catch Basin: Work under this item shall be in accordance with MAG Details 530 through 540-2; COP Supplement 505 and 725; and above mentioned specifications for Portland Cement Concrete. All grates shall be bicycle safe type. Measurement and payment under this item shall be per each catch basin complete in place in accordance with the respective detail, to include grates.

(D) Scupper: Work under this item shall be in accordance with MAG Details 203 and 206. Concrete shall be Class AA, 4,000 psi. Measurement and payment under this item shall be per each scupper installed complete in place in accordance with the respective detail.

(E) Concrete Retaining Wall: Work under this item shall be in accordance with the project drawings. Measurement and payment under this item shall be to the nearest square foot of the retaining wall measured from the top of the footing to the top of the wall complete in place in accordance with the respective detail.

505.6.2 Adverse Weather Concreting

REMOVE in its entirety and REPLACE with the following:

Adverse weather concreting shall be in accordance with COP Supplement 725.

PART 600 – WATER, SEWER, STORM DRAIN AND IRRIGATION

SECTION 601: TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.1 DESCRIPTION

ADD the following:

(A) Unless specifically identified, no investigation of subsurface soil conditions for water or sewer main installation has been made for project limits.

(B) Excavation, backfilling and compaction shall be in accordance with this section and standard details as noted.

(C) All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem. The costs of furnishing pumps, pipes, special bedding, and over excavation as required to provide a stable foundation, and other equipment and materials shall be incidental to the work in accordance with COP Supplement 200.1.

601.2.3 Trench Grade

REMOVE in its entirety and REPLACE with the following:

All construction staking shall be in accordance with Section 105.8 of these specifications.

For all pipe, the Contractor shall excavate for and provide an initial granular bedding at least 6 inches thick. This bedding material shall be placed at a uniform density with minimum compaction and fine graded as specified below.

601.2.5 Over-excavation

REMOVE the second paragraph in its entirety and REPLACE with the following:

Unauthorized excavation below the specified grade line shall be refilled at the Contractor's expense with bedding material compacted to a uniform density of not less than 95 percent of the maximum density as determined by AASHTO T 99 and T 191 or ASTM D6938. When AASHTO T 99, method A or B, and T 191 are used for density determination, ADOT Procedure ARIZ 227c will be used for rock correction.

ADD the following subsection to 601.2 Excavation:

601.2.11 Rock Excavation for Utility and/or Drainage Construction

(A) Definition of Rock: When rock is encountered, it shall be stripped of earth and shale, and the Engineer notified in order that he may measure or cross-section the same. In lieu of stripping the earth overburden prior to excavation/blasting, the Engineer and the Contractor may mutually agree on a method to define the vertical limits of rock. Any rock excavated before such measurement or agreement is made, will not be estimated, allowed, or paid for. Rock excavation shall be defined to include: all hard, solid rock in ledges; bedded deposits and unstratified masses; all natural conglomerate deposits so firmly cemented as to present all the characteristics of solid rock; and masonry or concrete structures not shown on the plans. Shales, hard pan, masonry and concrete rubble boulders less than 1 cubic yard which are not a part of or attached to substrata of rock, shall not be considered rock excavation. Additionally, material to be considered "rock" shall be of such hardness that it cannot be excavated using hydraulic backhoe with combined breakout force, for bucket and stick cylinders, of at least 100,000 pounds.

(B) Blasting

(1) It is the Contractor's responsibility to determine the type of material he will encounter and whether blasting will be necessary.

(2) Blasting shall be done only by experienced, qualified blasters. Blasting shall be done in accordance with the recommendations for best practice in Section 9 of the Associated General Contractors of America (AGC) Manual of Accident Prevention in Construction and in accordance with the recommendations for best practices of the Institute of Makers of Explosives. Also, all blasting must comply with the requirements of the Division of Industrial Safety and OSHA and all other Federal, State and local ordinances.

- (3) When work requires blasting or explosive conditions, precautions shall be taken to protect life and property, and give proper warning to persons who may be in vicinity of work before blast is set off.
- (4) Blasting shall be performed in such a manner that no damage will result to any building, structure, pipeline, or facility on or off the site of work, above or below ground. Any damage suffered as a result of blasting shall be immediately settled, including repair or replacement.
- (5) Blasting shall be done in such a manner that the earth is not loosened or disturbed below the footing or foundation of any proposed structure. Loosened material below footings or foundations shall be replaced with Class C concrete.
- (6) The stemming of each hole or cover over explosive shall be sufficient to prevent surface blast wave, but in no case less than 3 feet, 6 inches. Multiple holes shall be shot using millisecond delays.
- (7) The Contractor shall enlist the services of an experienced explosives engineer for advice on blasting methods and for the protection of existing structures or facilities.
- (8) Blasting procedures shall comply with all rules and regulations as specified and determined by the City Fire Marshall or the Director.

601.4.2 Bedding

REMOVE in its entirety and REPLACE with the following:

Bedding shall be a minimum of 6 inches and shall be in accordance with COP GES Detail 200Q-1 for paved and unpaved areas. Bedding/shade material shall be of granular consistency such as sand or crushed aggregates conforming to the following gradation and plasticity requirements:

Sieve Size	Percentage Passing By Weight
1 in	100
No. 200	< 25
PI	10 Max.

Volcanic cinders or glass materials are not acceptable.

Use of open graded rock (i.e. 3/8 inch pea gravel or 3/4 inch rock) must be approved by the Engineer prior to placement and will be considered only in special circumstances.

Water consolidation by any means shall not be permitted.

Bedding and shading material shall not be considered “corrosive” or “aggressive” soil per the definitions in AWWA (including C105), Ductile Iron Pipe Research Association (DIPRA) and other similar standards and industry accepted documents. The Contractor shall submit material certification documents from the bedding and shading material supplier indicating that the bedding and shading material to be provided is not considered “corrosive” or “aggressive” soil to ferrous metals, and shall include the pH, resistivity, oxidation/reduction, and sulfide values of the material within the certification package. Upon delivery of the material, the Contractor’s geotechnical engineer shall provide Quality Control testing by testing samples of the bedding/shading material for corrosivity. The Contractor’s geotechnical engineer shall provide a letter

sealed by a registered professional engineer, licensed in the State of Arizona, that the bedding/shading material is not corrosive to ferrous metals as defined by AWWA C105. If the material is found to be corrosive, the Contractor must install polyethylene encasement per MAG Specification 610.6 at no additional cost to the City. Testing shall occur a minimum of every 1,000 linear feet of pipe installed.

601.4.4 Initial Backfill

REMOVE in its entirety.

601.4.5 Final Backfill

REMOVE in its entirety and REPLACE with the following:

601.4.5 Backfill

Backfill material shall be in accordance with COP GES Detail 200Q-1 for paved areas and COP GES Detail 200Q-1 for unpaved areas. In paved areas, backfill from 1 foot above the pipe to the bottom of the base course shall be non-shrink CLSM backfill. In unpaved areas, backfill from 12 inches above the pipe to 6 inches below existing grade shall be minus 3 inch native material similar in nature to material existing prior to excavation.

Trench backfill Quality Control testing frequency shall be 1 per soil type for Proctor Density testing and 1 per 1 foot vertical lift per 200 linear feet of trench.

601.4.6 Compaction Densities

REMOVE in its entirety and REPLACE with the following:

All backfill material with the exception of non-shrink slurry backfill shall be compacted to 95 percent maximum dry density per ASTM D698.

601.4.7 Water Consolidation

REMOVE in its entirety and REPLACE with the following:

Water consolidation by any means shall not be permitted.

601.7 PAYMENT

REMOVE in its entirety.

ADD the following subsection to Section 601- Trench Excavation, Backfilling and Compaction:

601.8 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for trench excavation, backfilling, compaction, or placement of temporary pavement. This work shall be included in the respective unit bid price for water, sewer, or storm main and lateral construction.

Rock excavation within the roadway excavation limits shall not be measured separately. It will be included in roadway excavation. No separate payment will be made for roadway rock excavation. It shall be combined as one item under roadway excavation.

Rock excavation within structural excavation limits shall not be measured separately. It will be considered incidental and shall be included in the appropriate bid item.

Rock excavation within trenches shall be measured in accordance with the following:

- (1) Width of trench for rock excavation shall be based on pipe outside diameter plus 24 inches.
- (2) Depth for rock excavation shall be actual depth from top of rock to bottom of rock, or to bottom of normal bedding section, whichever depth occurs first.

Payment for rock trenching shall be at the unit price bid per cubic yard which shall include the cost of blasting, excavation, removal, hauling and disposal.

SECTION 610: WATER LINE CONSTRUCTION

610.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Water main construction shall be in accordance with all applicable standard specifications and standard details.

610.3 MATERIALS

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Water Main piping shall be bell and spigot Class 350 ductile iron unless otherwise noted on the project plans, in accordance with COP Supplement 610 and MAG Specification 750. Trace wire per COP GES Detail 319Q-1 shall be required for all water main installations. Water main piping shall be furnished new in full lengths with manufacturer, class rating, and all other applicable information clearly marked on the barrel. Water main piping for 2 inch shall be copper in accordance with MAG Specification 754 and encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

Ductile iron water pipe and fittings per: MAG Specification 750. Concrete pressure pipe-steel/cylinder type per: MAG Specification 758.

ADD the following:

(C) All ductile iron water main and fittings shall be encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications where called for on the plans or after the Contractor's testing of bedding and shading material is found to be corrosive in accordance with AWWA C105.

All copper and brass water main and fittings shall be encased in polyethylene protective wrapping in accordance with Section 610.6.

(D) All water mains shall have “NSF-PW” seal clearly marked on each barrel and installed with trace wire in accordance with COP GES Detail 319Q-1.

(E) Thrust restraint shall generally be accomplished through the use of restrained joints in lieu of thrust blocking. The preferred joint restraint system shall be “Field-Lok” gasket or approved equal except that vertical deflections, tees, valves and bends shall be restrained utilizing Mega-Lug, as manufactured by Ebba Iron, or equal.

(F) Joint restraint shall be required at piping configurations as show on COP GES Detail 303Q-1. Required minimum lengths of joint restraint shall be per COP GES Detail 303Q-2, or as noted on the plans. In “Tee” locations where perpendicular branch mains are shown as restrained, the main line run (LRN) shall be restrained for a minimum of 10 feet or 1 joint, whichever is greater, each side of the “Tee”.

Concrete thrust blocking will be required at connections to existing lines at the locations noted on the plans. Thrust blocks placed at these connections shall be in conformance with MAG Specification 610.14 and MAG Detail 380, and shall be adequately braced to allow system operation during curing of the concrete thrust blocks. Fittings to be restrained with thrust blocks shall be wrapped and taped with heavy polyethylene sheeting per Section 610.6 to prevent covering with concrete on nuts and threading on fittings.

(G) All lateral water main connecting piping, valves and fittings shall be constructed using restrained joints from the main line “Tee” to the connection point at the existing water main at the locations shown on the plans.

(H) Prior to ordering of materials and scheduling connections to existing water mains and services, the Contractor shall complete investigations to verify the size, type and location of the existing water mains and services.

(I) The technical specification for “Air Release Valves” is expanded to include Combination Air Release-Vacuum Breaker valves at the locations shown on the plans constructed as shown in COP GES Detail 317Q-1.

(J) Payment for water main shall be at the unit price in the bidding schedule and shall include all connections, fittings, joints, flanges, thrust restraint and incidentals unless specifically itemized in the bidding schedule.

610.4.1 Trenching/Cover

REMOVE in its entirety and REPLACE with the following:

All water mains shall have a minimum cover of 48 inches over the top of the pipe.

Cover for water mains will be measured from existing or proposed finished grade of pavement or from natural ground, whichever is deeper.

No water main shall be deflected, either vertically or horizontally, in excess of 50 percent of the manufacturer’s recommendation for the pipe or coupling, without the appropriate use of bends or offsets.

Except as otherwise required in this specification, the special provisions, or by the Engineer, trench excavation, backfilling and compaction shall be in accordance with the requirements of Section 601 of these specifications. Backfilling may be accomplished as soon as the pipe line has been installed to the satisfaction of the Engineer, subject to the requirements for testing per Section 611 of these specifications.

610.4.3 Blocking and Restraints

REMOVE the first four paragraphs in their entirety and REPLACE with the following:

All pipe lines, valves and fittings shall be restrained using mechanical joints, mechanical joint restraints, or gasket joint restraints in accordance with COP GES Details 303Q-1 through 303Q-4.

If irregular soil or pressure conditions are encountered, a thrust block design revision or an alternate joint restraint system may be required. Thrust block installation or alternate joint restraint will require approval from the City.

610.4.5 Testing

REMOVE the last sentence of this section and REPLACE with the following:

All corporation stops used for testing and chlorination shall be removed and a stainless steel full circle repair clamp shall be installed.

610.5 SEPARATION

REMOVE all references to the Maricopa County Environmental Services Department.

610.5.1 General

ADD the following:

Concrete encased water mains that cross storm drains and/or other dry utilities which clear the crossed line by less than 12 inches shall incorporate a 6 inch sand pad to break the frictional contact.

610.9 FIRE HYDRANTS

ADD the following:

- (A) Hydrant installation shall be in accordance with COP GES Details 360Q, 362Q, 363Q and 364Q, and as specified on the project plans. Hydrants shall be Waterous, Mueller, East Jordan, or as approved by the Engineer.
- (B) All ductile iron water pipe used in fire hydrant installation shall be Class 350.
- (C) All new fire hydrants and connecting piping shall be constructed using restrained joints from the main line "Tee" to the hydrant.
- (D) Payment for hydrant installation shall be at the unit price in the bidding schedule and shall include the hydrant, piping, valve, box and cover, and all appurtenant fittings, as noted for a complete assembly.

610.11 CONNECTION TO EXISTING MAINS

ADD the following:

The existing water main shall not be taken out of service prior to completion and ADEQ Approval to Operate the replacement water main and connection of all water services and fire hydrants to the replacement system.

The existing water system shall not be taken out of service at any time without the approval of the Engineer. With the approval of the Engineer, the existing water main may be taken out of service for limited periods to facilitate project construction. City Water Operations shall be contacted a minimum of 48 hours prior to a planned water service disruption.

The Contractor shall prepare and submit to the Engineer a plan for each connection to the existing system which demonstrates the ability to complete all work within the allowed period.

All temporary connections and/or elements which must be placed in service prior to full system disinfection, testing and approval shall be disinfected in accordance with Section 4.7 of AWWA C651 after approval of the Engineer.

All existing water service connections shall be replaced in accordance with the provisions of the COP General Engineering Standards.

610.13 METER SERVICE CONNECTIONS

REMOVE items (A) and (B) in their entirety and REPLACE with the following:

- (A) Type K soft copper pipe or tubing shall be used except as otherwise called for on the plans.
- (B) When the existing main is not abandoned and the existing meter is to be connected to the new line, the corporation stop and saddle shall be removed and a stainless steel full circle repair clamp shall be installed.

ADD the following:

(E) Water Service Connection

(1) New Water Service shall be in accordance with COP GES Detail 316P. All service piping and fittings from main tap to meter box shall be encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications. Existing water service shall be abandoned in place and existing meter box and cover shall be salvaged and delivered to the City's Maintenance Yard and placed as directed by the Engineer. The Contractor shall supply all necessary materials for new water service including service saddle, corporation stops, piping, meter yoke, boxes and covers, plus all appurtenant fittings to connect to customers existing service line. The Contractor shall maintain a minimum 4 feet of cover material over water service and set new box and yoke as indicated on plans.

(2) The Contractor shall take all necessary steps to maintain water service. Customers affected by water disruption due to water service installation/connection shall be notified by written flyer delivered by the Contractor a minimum of 24 hours in advance of scheduled water service disruption. The Contractor shall not disconnect or disrupt water service until new water main and services pass hydrostatic and disinfection tests and is accepted by the Engineer. Customers shall not be without water service for a total time period greater than 4 hours. The Contractor shall supply bottled potable water and temporary water service meeting all State health requirements for periods of water service disruption exceeding 4 hours. No separate payment will be made for water service maintenance or Contractor written notification of water service disruption.

(3) No separate measurement or payment will be made for adjustment of new water meter boxes to finished grade. This work is considered as incidental to the construction of the water service replacement.

(4) The Contractor shall install water service line from the main to the new water meter location and continue to a point after the existing water meter location. This point of connection shall be a maximum of 10 feet from the existing meter location. The Contractor shall remove existing valves, pressure regulators, nipples, connectors, etc. and replace per specifications. All private service lines shall be Type "K" copper in accordance with MAG Specification 754 and encased in polyethylene protective wrapping in accordance with Section 610.6. The Contractor shall maintain a minimum of 4 feet of cover material, including ditch inverts, over new private water service line and utilize

existing in-situ material for backfill. The Contractor shall supply all necessary material for new private water service installation including a curb stop, plus an approved type pressure regulator, in an accessible box per COP GES Detail 316P at the new meter box location and all appurtenant fittings to connect to existing service line.

(5) The Contractor shall remove the existing water meter and reinstall in the new yoke at the new meter box location with all appurtenant fittings and adapters. The City shall supply the Contractor with new meters for use in new locations that were not previously served or there is no existing meter to remove.

(6) The Customer Box called out in COP GES Detail 316P for the curb stop and pressure regulator on the customer side of the meter box shall be minimum #1 box, and the curb stop, regulator, box and lid shall be provided and installed by the Contractor.

(7) The Contractor shall be required to distribute written notices approved by the Engineer to all customers 24 hours in advance of proposed private service line reconnection work.

(8) Existing improvements disturbed by the Contractor shall be restored in "like kind" to the satisfaction of the Engineer. No extra payment will be made for restoring existing improvements in "like kind" to include concrete walkways, retaining walls, landscape improvements, etc.

(9) It shall be the Contractor's responsibility to review existing water meter location and points of private service line reconnection locations and ascertain all work including existing improvement restoration costs to perform the private service line reconnection work as specified. Costs associated for private service line reconnection work shall be at the appropriate unit bid price in the bidding schedule and shall include private service line piping, curb stop and pressure regulator, plus all appurtenant fittings and existing improvement restoration work as specified.

(10) The pressure regulators shall be set at 65 psi. The Contractor shall bench-test or otherwise provide written verification from the supplier prior to installation that the pressure regulators have been set at the required psi.

(11) Payment for new water service and reconnection shall be at the appropriate unit bid price shown in the bidding schedule and shall include service saddle, corporation stops, curb stops, piping, meter yoke, adapters, boxes, pressure regulator, plus all appurtenant fittings for complete assembly for connection to existing service line. The Contractor shall supply and install all fittings necessary to install meter into new yoke.

(F) Commercial Water Service (Greater than 2 inches)

(1) The Contractor shall install water service line from the main to the new water meter location and continue to a point after the existing water meter location. This point of connection shall be a maximum of 10 feet from the existing meter location. The Contractor is to furnish and install gate valve and Pressure Regulating Valve (PRV) after meter vault. PRV shall be installed in accordance with the International Building Code as adopted by the City. All commercial service lines shall be a minimum of 4 inch Class 350 Ductile Iron Pipe in accordance with Section 610 of these specifications. The Contractor shall maintain a minimum of 4 feet of cover material over new water service line and may utilize existing in-situ material for backfill provided it meets the project specification. The Contractor shall supply all necessary material for commercial water service installation including a customer shutoff valve and PRV, in an accessible vault per COP GES Detail 321Q at the new meter vault location and include all appurtenant fittings to connect to existing service line.

(2) The Contractor shall be required to distribute written notices approved by the Engineer to all customers 24 hours in advance of proposed private service line reconnection work.

(3) Existing improvements disturbed by the Contractor shall be restored in "like kind" to the satisfaction of the Engineer. No extra payment will be made for restoring existing improvements in

“like kind” to include concrete walkways, retaining walls, landscape improvements, etc. It shall be the Contractor’s responsibility to review existing water meter location and points of service line connection locations and ascertain all work including existing improvement restoration costs to perform the service line connection work as specified.

(4) Measurement and Payment for commercial water service shall be at the applicable unit bid price in the bidding schedule and shall include piping, customer shutoff valve, PRV and vault, including all appurtenant fittings and existing improvement restoration work as required.

(G) Traffic Rated Concrete Meter Box

(1) Meter boxes located within traffic areas shall be Christy model B1324 by Christy Concrete Products or approved equal.

(2) Pre-cast concrete meter boxes shall have H-20 loading and be constructed of high density reinforced concrete with a minimum compressive strength of 4,000 psi. Covers to be furnished with the boxes shall be a steel checker plate, H-20 loading, and lid.

610.16 MEASUREMENT AND PAYMENT

REMOVE item (E) in its entirety.

SECTION 611: WATER, SEWER AND STORM DRAIN TESTING

611.2 FLUSHING AND HYDROSTATIC TESTING

REMOVE the first and second paragraphs and REPLACE with the following:

Water lines, fire lines and force mains, including all fittings and connections to the water mains shall be tested for water tightness by subjecting each section to hydrostatic testing in accordance with applicable provisions of AWWA C600, except as modified below, and the City Water Line Testing and Acceptance Procedures, and shall consist of pressure testing and allowance testing.

Testing shall be performed by the Contractor and shall be witnessed by the Engineer for approval.

Payment for testing of water mains shall be included in the unit bid price for water main construction.

611.3 DISINFECTING WATER MAINS

ADD the following:

Water main and services shall be disinfected in accordance with Section 611 of these specifications and the City Water Line Testing and Acceptance Procedures. The City shall perform the sampling for bacteriological and residual chlorine testing. The Contractor shall notify the City 24 hours in advance to coordinate disinfection testing.

All valves in the lines being disinfected shall be opened and closed several times during the 24 hour period of disinfection.

Payment for disinfection of water mains shall be included in the unit bid price for water main construction.

611.4 SEWER LINE TESTING

ADD the following to the first paragraph:

Force mains shall be pressure tested at a minimum of 50 psi above the maximum design working pressure for 2 hours in accordance with AAC R18-9-E301, 4.01.

ADD the following to (A) Low Pressure Air Test:

Sanitary sewers shall be low pressure air tested in accordance with ADEQ Engineering Bulletin 11, Chapter IV and in accordance with the Arizona Administrative Code, Title 18, Chapter 9, Part E301(D)(2)(j)(i). 100 percent of the total length of pipe shall be tested.

ADD the following to (C) Deflection Test for HDPE and PVC Pipe:

100 percent of new sewer main construction, regardless of pipe material shall be deflection tested in accordance with the following:

- (1) The pipe section to be tested shall be cleaned free of dirt, sand, water, or other foreign materials.
- (2) Backfill and compaction will have been completed prior to testing. Initial tests may be done immediately upon completion of the first reach of pipe for each diameter to ascertain if the Contractor's means, materials and methods are producing the desired quality within permissible tolerances.
- (3) Final acceptance mandrel pull shall be no sooner than 30 days after backfill and compaction unless authorized by the City.
- (4) Test mandrels shall be solid sleeve or cage type with outside diameter and type of pipe permanently and clearly identified on the mandrel body. Worn, damaged or deformed mandrels will not be allowed. The mandrel shall have a cable attached at each end to enable removal if it becomes stuck.
- (5) For acceptance, the mandrel must pass through the entire section between manholes or other structures in one pass when pulled by hand, without the use of excessive force. All testing shall be witnessed by the Engineer or the Engineer's authorized representative and the Engineer reserves the right to order additional tests in excess of 20 percent of new main installed.
- (6) Any section of the installation which fails to pass the deflection test will be repaired and retested.

REMOVE item (D) in its entirety and REPLACE with the following:

(D) Closed Circuit Television Inspection

(1) Description

This section defines the requirements for internal television inspection of the sewer main and service laterals after they have been installed for all new construction and shall include the connection point to the existing system. The Contractor shall inspect the sewer interior using a color Closed Circuit Television (CCTV) camera and document the inspection on video with audio location and date information, video title information and hard copy inspection logs.

Upon completion of sewer main rehabilitation, the Contractor shall perform CCTV inspection for 100 percent of the newly rehabilitated sewer main to provide a video record and associated written report to become the property of the Engineer. The Engineer shall be notified a minimum of 48 hours in advance of proposed scheduled sewer camera inspection, so the Engineer may witness the video recording. Any inspection completed without the Engineer witnessing will not be accepted.

(2) Submittals

(a) The Contractor shall submit samples of main and lateral (if separate) inspection logs and reports for approval in accordance with MAG Specification and COP Supplement 105.2.

(i) The Contractor shall be responsible for modifications to the Contractor's equipment and/or inspection procedures to achieve report material of acceptable quality. No work shall commence prior to approval of the material by the Engineer. Once accepted, the report material shall serve as a standard for the remaining work.

(ii) The Contractor shall maintain a copy of all inspection documentation (reports, DVD, etc) for the duration of the work and warranty period.

(iii) Mainline inspection reports shall be provided by the Contractor and shall show all observations, at a minimum: project title, name of owner, time of day, manhole-to-manhole pipe section, pipe segment length, pipe material, line size, compass direction of viewing, lateral identification and clock position, direction of camera's travel, pipe depth, name of operator and footage counter reading at the beginning and end of each manhole-to-manhole pipe segment. Report shall identify any deficiencies observed.

(iv) Video of sewer mainlines shall at a minimum include the following information: project title, time of day, pipe material, line size, compass direction of viewing, direction of camera's travel, and footage counter reading continuously through-out each manhole-to-manhole pipe section. The video shall pause at and identify all observations.

(v) Service lateral inspection reports shall be provided by the Contractor and shall show all observations, at a minimum: project title, time and date, property address of service, manhole-to-manhole pipe section, pipe segment length, pipe material, line size, direction of camera's travel, name of operator and footage counter reading at the beginning and end of each service. Report shall identify any deficiencies observed.

(vi) Video of sewer lateral shall show, at a minimum: project title, street address, time and date, pipe material, line size, direction of camera's travel, and counter reading at the beginning and end of each service. The video shall pause at and identify all observations including the connection point to the existing service line.

(b) The Contractor shall supply finished video recordings upon completion of sewer construction. 4 sets of the videos (DVD) and reports shall be submitted to the City.

(3) Equipment

(a) Cameras: For inspection of sewer, the camera shall be equipped with a rotating head, capable of 90 degree rotation from the horizontal and 360 degree rotation about its centerline. Minimum camera resolution shall be 400 vertical lines and 460 horizontal lines. The camera lens shall not have less than 140 degree viewing angle and shall have automatic or remote focus and iris controls. The focal distance shall be adjustable through a range of from 2 inches to infinity. Camera(s) shall be intrinsically safe and shall be operative in 100 percent humidity conditions. Lighting intensity shall be remote controlled and shall be adjusted to

minimize reflective glare. Lighting and camera quality shall provide a clear, in-focus picture of the entire inside periphery of the sewer.

(b) Recording Media: Video recordings of all sewer line inspections shall be made on DVD. The audio portion of the composite video shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report. Each video shall be identified with labels showing the Owner's name, Contractor's name, Engineer's name and each manhole-to-manhole pipe segment of sewer line represented on the video. Each video shall be submitted at the completion of the project for records.

(c) Footage Counter: A footage counter device which measures the distance traveled by the camera in the sewer device shall be accurate to plus or minus 2 feet in 1,000 feet.

(d) Depth Gauge: The camera shall be fitted with a depth gauge to identify sags present in the main lines. The gauge shall have ¼ inch increment markings to measure the depth of the pipe sag. The depth of the sag and location shall be noted as an observation and recorded on the report.

(e) Video Titling: Video recording equipment shall include genlocking capabilities to the extent that computer generated data, (i.e. footage, date, size, etc) as determined by the City can be overlaid onto video, and both indicated on the television monitor and permanently recorded on the inspection video recording.

(4) Flow Control

(a) Flow control is required for TV inspection and for sewer line rehabilitation. Limited sewage flow, as defined below, is acceptable for TV inspection.

(b) Depth of flow shall not exceed 40 percent of pipe diameter as measured in the manhole when performing television inspection.

(c) Bypass pumping, if required, shall conform to the requirements of COP Supplement 200.2 and shall be incidental to CCTV Inspection.

(5) Inspection Methods

(a) The Engineer and the City's Wastewater Collection Representative shall have access to observe the video monitor and all other operations at all times. The system of cabling employed to transport the camera and transmit its signal shall not obstruct the camera's view.

(b) The Contractor shall physically measure and record on the inspection log, the length of each sewer reach from the centerline of its terminal manholes.

(c) The camera may travel through the sewer in either direction. Maximum rate of travel shall be 30 feet per minute when recording.

(d) The camera image shall be down the center axis of the pipe when the camera is in motion. The Contractor is required to provide a 360 degree sweep of the pipe interior, at points of interest, in order to more fully document the existing condition of the sewer. Points of interest may include, but are not limited to, defects, encrustations, mineral deposits, debris, sediment and any location determined not to be clean or part of a proper line installation and defects in the liner including, but not limited to, bumps, folds, tears, dimples, etc.

(e) The video and all inspection documentation should include the sewer line and manhole identifiers shown on the plans. After the rehabilitation of the sewer main is complete, the Contractor shall use the upstream manhole as the identifier in conjunction with the distance meter.

(f) The City will review videos and logs to ensure compliance with the requirements listed in this specification and contract documents. If the sewer line, in the sole opinion of the City, is not adequately clean, it shall be cleaned and re-inspected by the Contractor at no additional cost to the City. If the construction work, in the sole opinion of the City, has not been properly installed, it shall be reinstalled and re-inspected by the Contractor at no additional cost to the City.

Final acceptance of the project will not be granted until sewer line video results, including any re-inspection of deficient sewer main, meet the satisfaction of the Engineer and are in accordance with this section.

611.5 POST INSTALLATION INSPECTION OF NEW MAINLINE STORM DRAINS

REMOVE the first sentence of item (A) in its entirety and REPLACE with the following:

The Contractor shall provide the Engineer with an annotated video inspection record (DVD format only) of the new mainline storm drain pipeline.

REMOVE the last sentence of item (A) in its entirety and REPLACE with the following:

This video shall be provided to the Engineer for review and approval prior to the Contractor being allowed to place the first lift of pavement over the storm drain line.

611.6 PAYMENT

REMOVE the second paragraph in its entirety and REPLACE with the following:

All low pressure air, hydrostatic, and deflection testing shall be considered incidental to the unit price bid for sewer main installation and no additional payment shall be made for these items.

Measurement and payment shall be for the complete work of Sewer CCTV inspection at the unit price in the bid schedule. All cleaning and bypass pumping required for a clear and complete CCTV inspection shall be incidental to the cost of video inspection.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 612: TEMPORARY WATER MAINS (FLY LINES)

612.1 DESCRIPTION

This section describes the requirements and procedures for the installation, testing and maintenance of temporary water main systems where required to maintain service to customers during the shutdown or removal of existing City water mains for new construction. *All* existing water services shall be moved to the temporary main so that customer service interruptions are avoided.

(A) **Materials:** All pipe valves, fittings, hose and connections furnished by the Contractor shall be of good quality, clean, meet National Sanitation Foundation (NSF) Standard 61 requirements for potable water. The City shall be the final arbiter if any questions arise regarding the suitability of any materials to meet these criteria. Previously used pipe that has been used in sanitary sewer, force main or effluent applications is specifically NOT allowed, regardless of any disinfection procedures or results submitted.

Temporary mains 6 inches or greater shall be constructed of HDPE solid wall pipe conforming to AWWA C906 with a minimum DR ratio based on 150 psi. Higher rated pipe may be required based on analysis of the City water system for the construction area.

Temporary mains less than 4 inches may be constructed of either HDPE or PVC with the appropriate pressure rating for system and testing pressures.

(B) Installation and Protection: The temporary line may be installed above grade as necessary to facilitate the construction of new waterline. The temporary pipe shall be installed in such a manner that it will not present a hazard to vehicle traffic or pedestrians and will not interfere with access to homes, businesses and driveways along its route. Cover plates shall be installed as necessary. Where installed at driveway or street crossings the line shall be protected from traffic loads and displacement. During seasons with potential for freezing the lines shall be insulated to the degree necessary to prevent damage to the line or fittings and to maintain service.

Valves shall be installed at the beginning and end of the temporary line and at 300 foot intervals, or as directed by the City. The use of pressure reducing valves for individual service connections may be required as directed by the City.

All temporary piping, fittings and service connections shall be furnished, installed and maintained by the Contractor for the duration of the construction. The Contractor shall make connections to a water source designated by the City or as shown on the plans. Alternative connection points may be considered by the City.

(C) Testing

(1) Disinfection and Testing: The Contractor shall be responsible to disinfect all pipe, connections and fittings in accordance with MAG Specification 611.3. Disinfection of the line, if not connected to the City's existing system at either end, may be treated as a closed vessel for purposes of the disinfection period and combined with the pressure test. If the temporary line is connected to the City's existing system the line shall be disinfected, flushed and then pressure tested after a bacteriological sample is obtained and tested.

(2) Pressure Testing: All temporary water mains shall be pressure tested to ensure integrity of the system supplying water to the City's customers. Test pressure shall be a minimum of 50 psi over normal system operating pressure for the area served by the temporary line and shall be maintained for 2 hours. Pressure test results should be provided to the Inspector responsible for the project. A single length of HDPE line with no joints will not require a pressure test.

(3) Bacteriological Testing: Following disinfection, pressure testing and flushing of the temporary line, the Contractor shall obtain water samples from the line and submit to a certified laboratory for bacteriological testing. Results shall be provided to the Inspector responsible for the project. The City's Utility Engineer will review test results prior to connection of existing customers to the temporary line.

(D) Maintenance and Repairs

(1) Maintenance: Following acceptance of the temporary system as a potable system by the City, the Contractor shall maintain continuous service through the temporary piping to all customers normally served both directly and indirectly by the pipe line. Once the temporary pipe has been accepted, the Contractor shall request the City to shut down the existing system piping and the Contractor shall remove the existing system piping in conflict with the new mains or as shown on the project plans.

Upon completion of the work, the Contractor shall remove the temporary piping and appurtenances and shall restore all ground surfaces and water service connections to the satisfaction of the City.

(2) Repairs: If repairs to temporary piping are necessary the Contractor shall make such repairs in a timely manner as directed by the City. If progress in making repairs is inadequate, as determined

by the City, or in the event of an emergency, the City may take immediate corrective measures, which may include the performance of repair work by City forces or another contractor. All costs for corrective measures shall be borne by the Contractor.

(3) Fire Hydrants: Fire hydrants not on the temporary main that are taken out of service shall be covered with a bag to be easily recognized as being out of service until they are removed or until they are brought back into service. The Contractor shall notify the City Fire Marshal and the Water Operations Division of any fire hydrants that will be taken out of service.

(E) Measurement and Payment: Measurement for the installation, testing and maintenance of temporary water mains shall be for each separate main installation.

Payment shall be made at the unit price contained in the bid schedule. Such payment shall be full compensation for furnishing and installing the pipe, fittings valves, adaptors, service connections, and all miscellaneous fittings, complete in place, standard details, and/or Temporary Water Main Plan submittal and approval, and shall include all costs of excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, maintenance of traffic, testing, disinfection, connections to existing mains and services, disposal of existing pipes and materials. Disposal of asbestos cement pipe, lead joints and other potential hazardous materials shall be disposed of in accordance with applicable Federal, State and local regulations and shall be considered incidental to the payment for Temporary Mains unless specifically identified in other bid items.

SECTION 615: SANITARY SEWER LINE CONSTRUCTION

615.2 MATERIALS

REMOVE in its entirety and REPLACE with the following:

Pipe used for sewer line construction, including specials, joints, and gaskets, shall be according to the following sections, or as modified by the special provisions.

HDPE pipe shall conform to MAG Specification 738. Vitrified clay pipe shall conform to MAG Specification 743. Polyvinylchloride (PVC) pipe and fittings shall conform to MAG Specification 745. Ductile iron pipe shall conform to MAG Specification 750.

(A) Sanitary sewer main construction shall be in accordance with all applicable standard details and MAG Specification 750. All sanitary sewer piping and fittings shall be ASTM D3034 SDR 35 PVC or AWWA C151 Ductile Iron, Class 350, with an epoxy coating (Protecto Coat 401, Series 431 Perma-Shield, or approved equal). Sewer pipe shall be furnished new in full lengths with manufacturer, class, rating and other pertinent information clearly marked on the barrel. All ductile iron sewer main shall be encased in polyethylene protective wrapping in accordance with MAG Specification 610.6 where called for on the plans or after the Contractor's testing of bedding and shading material is found to be corrosive in accordance with AWWA C105.

(B) Field cuts and taps of ductile iron pipe shall be re-coated with Protecto Coat 401, Series 431 Perma-Shield, (or approved equal) field kit in accordance with the manufacturer's recommendations.

(C) Where noted on project plans, mechanical joint or restrained joint, Class 350, ductile iron sewer main shall be installed 10 feet (minimum) each direction from water/sewer interface where vertical separation is less than 2 feet or until 6 feet of horizontal separation is attained per MAG Detail 404.

(D) The method of construction of manhole and sewer main replacements is of prime importance to the City. Maintenance of sewage flows is critical and shall be the responsibility of the Contractor. The

Contractor's construction schedule shall be phased as to allow for minimal pumping of sewage flows for manholes and sewer main under construction.

(E) Payment for sanitary sewer main will be at the applicable unit bid prices for sewer main, as shown in the bidding schedule and shall include all excavation, backfill and compaction in accordance with trench details and all materials necessary for installation of the new sewer main.

615.8 SANITARY SEWER SERVICE TAPS

REMOVE the last sentence of the fourth paragraph in its entirety.

ADD the following:

All new or replacement sewer services, and any existing sewer services disturbed during construction, shall be replaced to the location indicated on project plans with a new minimum 4 inch ASTM D3034 SDR 35 PVC or AWWA C151 Ductile Iron, Class 350, with an epoxy coating (Protecto Coat 401, Series 431 Perma-Shield, or approved equal) sewer pipe, backwater valve, manufactured wye, and appurtenances in accordance with COP GES Details 405Q, 414P, 440P-1, 440P-2 and 440P-3, except as modified herein.

If individual sewer service disruption is anticipated, the Contractor shall notify the property owner 24 hours in advance. Sewer service must be restored within 4 hours or some alternate means of sewage disposal provided to allow for the resumption of individual sewer service.

Payment for sanitary sewer service shall be at the unit price indicated on the bidding schedule for the sewer service installation, and shall include connecting each existing sewer service including all labor, material, equipment, removal of existing pipe, new pipe, coupling concrete reinforcement, new concrete encasement, fittings, by-pass pumping and other work required to connect the existing yard line service to the new sewer main.

615.10 MANHOLES

ADD the following:

(A) The Contractor is to provide to the Engineer a detailed written description of the method of construction for manhole and sewer replacement for each individual area of work. This should include, but is not limited to the following:

- (1) Maintenance of sewage flows during construction and curing of concrete.
- (2) Type of concrete for manhole bases (i.e. pre-cast, "high-early", etc.)
- (3) Method of curing concrete (i.e. protection against freezing, development strength before barrels and cones are set, etc.)
- (4) What steps will be taken to ensure the grade around the manholes will not sink when complete (i.e. compaction testing, special base preparation, etc.)

Sanitary sewer manholes shall be constructed per COP Supplement 625.

SECTION 618: STORM DRAIN CONSTRUCTION

618.1 DESCRIPTION

ADD the following:

Work under this item shall be in accordance with COP Supplement 601 and as modified herein.

REMOVE the second paragraph in its entirety.

618.2 MATERIALS

REMOVE the first paragraph in its entirety and REPLACE with the following:

Pipe used for storm drain construction, including specials, joints, and gaskets, shall be according to the following sections, or as modified by special provisions.

The concrete pipe, HDPE pipe, corrugated metal pipe (CMP), specials, joints, gaskets, and testing shall be according with MAG Specifications 621, 735, 736 and 738, except as specified below or as modified by special provisions.

ADD the following:

All CMP shall have $2\frac{2}{3}$ inch x $\frac{1}{2}$ inch corrugations with a minimum gauge of 14. Steel lined or paved CMP will not be allowed.

(1) Rubber Gasket Joints

All joints for CMP shall conform to MAG Specification 621.3.1 and shall be watertight.

618.3 CONSTRUCTION METHODS

REMOVE the first paragraph in its entirety and REPLACE with the following:

Excavation, bedding, backfilling, and compaction of backfill and bedding of trenches shall be accomplished in accordance with COP Supplement 601 and MAG Specification 603 for HDPE pipe, or as modified by special provisions.

SECTION 625: MANHOLE CONSTRUCTION AND DROP SEWER CONNECTIONS

625.1.1 Manholes

ADD the following:

Sanitary sewer manhole construction shall be in accordance with COP GES Details 420Q-1, 420Q-2, 421Q, 422Q, 423P-1, 423P-2, 426Q-1, 426Q-2 and 427Q.

625.1.2 Sanitary Drop Sewer Connections

ADD the following:

Sanitary sewer drop connections shall be constructed per COP GES Detail 426Q-1.

625.2 MATERIALS

REMOVE the second paragraph in its entirety and REPLACE with the following:

Brick shall not be used for maintenance and adjustment of the existing sanitary sewer manhole or ring and cover.

REMOVE the seventh paragraph in its entirety and REPLACE with the following:

Manhole steps, where approved by the City shall be in accordance with COP GES Detail 412Q. Plastic manhole steps shall conform to OSHA and ASTM C487 requirements. The manufacturer shall furnish a written certification indicating conformance.

625.3 CONSTRUCTION METHODS

REMOVE in its entirety and REPLACE with the following:

625.3.1 Manholes

Manholes shall be constructed of precast concrete sections, frames and covers, in accordance with the standard details. The invert channels shall be smooth and semi-circular in shape, conforming to the inside of the adjacent sewer sections. Changes in direction of flow shall be made with a smooth curve, having a radius as large as the manhole will permit. Changes in size and grade of the channels shall be made gradually and evenly.

Invert channels may be formed of concrete having a smooth mortared surface, or may be constructed by laying a full section of sewer pipe through the manhole and cutting out the portion of pipe above the floor after the surrounding concrete has hardened. The floor of the manhole outside the channels shall be smoothed and shall slope towards the channels.

Existing manholes shall be totally removed, including the bases, and disposed of by the Contractor. Existing rings and covers shall be salvaged and delivered to the City Wastewater Collection Yard located at 1505 Sundog Ranch Road. No separate payment will be made for removing manholes or salvaging manhole rings and covers. The cost of this item of work shall be included in the cost of manhole construction.

The excavation shall be made cylindrical to a diameter sufficient in size to permit sheeting if necessary and leave room that the precast concrete sections may be properly assembled.

Concrete foundations shall be Class A concrete and in accordance with the standard details and COP Supplement 505 for both poured-in-place and pre-cast bases. Cast-in-place concrete bases and inverts shall cure for a minimum of 72 hours, depending on concrete development strength before barrels and cones can be placed and before sewage flows across the inverts.

Frame and Cover: All machined surfaces on the frame and cover shall be such that the cover will lie flat in any position in the frame and have a uniform bearing through its entire circumference. Any frame and cover which creates any noise when passed over by automobiles shall be replaced. Frames shall be set in accordance with COP GES Detail 420Q-1.

Watertight Ring and Cover: Installation of watertight ring and cover shall be in accordance with COP GES Detail 420Q-1 as indicated on the plans. Watertight rings and covers shall be approved by the City prior to installation and cost shall be incidental to the manhole construction.

All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem in accordance with MAG Specification 220.1. The costs of special bedding and over excavation as required to provide a stable foundation, and other equipment and materials shall be incidental to the work.

Backfilling shall be done in accordance with the requirements for trench backfilling as stated in COP Supplement 601. Quality Control density testing shall be 1 test per 16 inches of fill, beginning at 2 feet above the crown of the pipe. A minimum of 2 density tests are required for each manhole. Each density test taken shall be in a different quadrant of the manhole as the previous test. If 4 tests are required, each quadrant shall have a density test.

625.3.2 Sanitary Sewer Drop Connections

Drop manholes that intercept existing mains (upper invert) shall not have a block-out for the pipe during the casting process. Said manholes shall be core drilled in place once the appropriate invert elevation has been verified in the field.

Core drilling shall not commence without approval from the Engineer.

The pipe shall be sealed at the penetration using a Link-Seal Modular Seal or approved equal.

(A) Internal Drop

- (1) Internal drop systems shall be installed in drop manholes where indicated on the plan sheets and accordance with COP GES Detail 426Q-1.
- (2) Internal drop systems shall be constructed using Reliner Inside Drop System as manufactured by Reliner/Duran Inc., or approved equal.
- (3) Manholes with internal drop systems require Internal Manhole Coating, and shall have the protective coating installed and tested prior to the installation of the drop system. Manhole coating shall be in accordance with COP Supplement 626.1.

625.3.3 Sanitary Sewer Manhole Testing

All manholes installed shall be tested by exfiltration or by vacuum testing as determined by the City. Testing shall be per ASTM C1244-3 and in accordance with Arizona Administrative Code, Title 18, Chapter 9, Part E301(D)(3)(e).

Testing of sanitary sewer manholes is considered incidental to the price bid for manhole installation and no additional payment shall be made.

625.4 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement of manholes shall be per manhole installed, complete in place regardless of depth.

Measurement of drop manholes shall be per manhole installed, complete in place regardless of depth.

Measurement for internal drops shall be per drop installed, complete in place regardless of depth.

625.5 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Payment for each accepted manhole installation shall be at the contract unit bid price in the bidding schedule and shall include all excavation, backfill, installation, grade ring adjustment, all necessary materials and testing for a complete manhole installation.

Payment for each accepted drop manhole installation shall be at the contract unit bid price and shall include all excavation, backfill, installation, internal coating, internal drop assembly, core drilling, grade ring adjustment, all necessary materials, and testing for a complete manhole installation

Payment for internal drop systems installed in existing manholes shall be at the bid unit price and shall include complete installation of the internal drop assembly, and internal coating in accordance with COP GES Detail 426Q-1 and all materials necessary for installation of the new drop sewer connections.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 626: MANHOLE COATINGS

626.1 DESCRIPTION

This section specifies the coating system used for the lining of the manholes as indicated on the drawings. The Contractor shall furnish all labor, materials and equipment required to clean, modify and coat the manholes. The Contractor shall comply with the local authority and all OSHA requirements for confined space entry. The coating shall yield a hard, durable chemical resistant coating and shall be specifically designed to be applied on a dry surface. The finish coating shall provide a watertight seal and shall adhere to all components of pipeline liner systems.

(A) Specific coating terminology used in this section is in accordance with definitions contained in ASTM D16, ASTM D3960 and the following definitions:

- (1) Dry Film Thickness (DFT): The thickness of one fully cured continuous application of coating.
- (2) Field Coat: The application or the completion of application of the coating system after installation of the surface at the site of the work.
- (3) Shop Coat: One or more coats applied in a shop or plant prior to shipment to the site of erection or fabrication, where the field or finishing coat is applied.
- (4) Tie Coat: An intermediate coat used to bond different types of paint coats. Coatings used to improve the adhesion of a succeeding coat.
- (5) Photochemically Reactive Organic Material: Any organic material that will react with oxygen, excited oxygen, ozone or other free radicals generated by the action of sunlight on components in the atmosphere giving rise to secondary contaminants and reaction intermediates in the atmosphere which can have detrimental effects.
- (6) Volatile Organic Compound (VOC) Content: The portion of the coating that is a compound of carbon is photochemically reactive and evaporates during drying or curing, expressed in grams per liter or pounds per gallon.

(7) Touch-Up Painting: The application of a paint on areas of painted surfaces to repair marks, scratches and areas where the coating has deteriorated to restore the coating film to an unbroken condition.

(B) Quality Assurance

(1) References: This section contains references to the following documents. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

- ASTM D16-93 Standard Terminology Relating to Paint, Varnish, Lacquer and Related Products
- ASTM D3359 A-92 Standard Test Methods for Rating Adhesion by Tape Test
- ASTM D3960-92 Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings

(2) Standardization: Materials and supplies provided shall be the standard products of manufacturers. Materials in each coating system shall be the products of a single manufacturer.

(C) Delivery and Storage

(1) Materials shall be delivered to the job site in their original, unopened containers. Each container shall bear the manufacturer's name, coating type, batch number, date of manufacture, storage life and special directions.

(2) Materials shall be stored in enclosed structures and shall be protected from weather and excessive heat or cold. Flammable materials shall be stored in accordance with State and local codes. Materials exceeding storage life recommended by the manufacturer shall be removed from the site.

626.2 MATERIALS

(A) The pre-approved coatings for the lining of manholes include: Sewer Shield Liner 150 as manufactured by Environmental Coatings, Mesa, Arizona; Sauereisen No. 210 as manufactured by Sauereisen, Inc., Pittsburgh, Pennsylvania; or Raven 405 as manufactured by Raven Lining Systems, Broken Arrow, Oklahoma. The coating color shall be approved by the owner.

(B) Primer shall be as recommended by the manufacturer for each application.

(C) Defect filler shall be as recommended by the manufacturer for each application. The coating shall contain no more than 20 percent filler, sand; no fiberglass fillers.

(D) Applicator Experience and Qualifications: The coating applicator must have a minimum of 2 years experience in applying either the specified coating or an equivalent coating and shall be certified as an applicator by the manufacturer. They shall submit a successful performance history for the application of either the specified coating or a similar coating in the wastewater industry:

- (1) The coating applicator shall submit 3 references relating to the quality of workmanship performed on other projects using the same coating being proposed or an equivalent coating.
- (2) The coating applicator shall be an Arizona licensed contractor with an AE License or equivalent.
- (3) The coating contractor shall submit a manufacturer's certification to apply the coating specified herein for each applicator involved in the coating process.

(E) Product Data: Before materials are delivered to the job site, the Contractor shall provide the following information in accordance with these specifications.

- (1) For the filler, primer and finish coating, the Contractor shall furnish a Material Safety Data Sheet (MSDS).
- (2) For the filler and finish coating, the Contractor shall provide the manufacturer's application instructions, which shall include the following:
 - (a) Surface preparation recommendations
 - (b) Primer type, where required
 - (c) Maximum dry and wet mil thickness per coat
 - (d) Minimum and maximum curing time between coats, including atmospheric conditions for each
 - (e) Curing time before submergence in liquid
 - (f) Thinner to be used with coating material
 - (g) Ventilation requirements
 - (h) Minimum atmospheric conditions during which the coating shall be applied
 - (i) Allowable application methods
 - (j) Maximum allowable moisture content
 - (k) Maximum storage life
- (3) List of materials proposed to be used under this section and manufacturer's data for each material.

626.3 COATING

(A) Coating products shall not be used until the City has inspected the materials and the coating manufacturer's technical representative has instructed the Contractor and the City in the surface preparation, mixing and application of the coating. The coating manufacturer's technical representative must be a factory representative, not a local representative or an affiliate of the Contractor.

(B) Field coats shall consist of 1 or more finish coats to build up the coating to the specified dry film thickness. Unless otherwise specified, finish coats shall not be applied until other work in the area is complete and until all previous coats have been inspected.

(C) All items of equipment, or parts and surfaces of equipment, which are immersed when in service, with the exception of pumps and valves shall have all surface preparation and coating work, performed in the field.

(D) Preparations

- (1) Surfaces to be coated shall be clean and dry. Before applying coating or surface treatments, oil, grease, dirt, rust, loose mill scale, old weathered coatings and other foreign substances shall be removed except as specified. Oil and grease shall be removed before mechanical cleaning is started. Where mechanical cleaning is accomplished by blast cleaning, the abrasive used shall be washed, graded and free of contaminants, which might interfere with the adhesion of the coatings. The air used for blast cleaning shall be sufficiently free of oil and moisture to not cause detrimental

contamination of the surfaces to be coated. The Contractor shall examine all surfaces to be coated and shall correct all surface defects as required by manufacture before application of any coating.

(2) The Contractor shall protect the sewer from debris, overspray or any detrimental activity due to restoration of the manholes.

(3) Holes shall be filled using a grout as recommended by the coating manufacturer, and approved by the Engineer. The grout filler shall be used to bring all areas of holes and pitting up to the nominal surface of the manhole so that there is an even interior surface in the manhole without waves, pits or holes. Any exposed rebar shall be cleaned, and all areas of corrosion removed, prior to application of the grout as recommended by the coating manufacturer and approved by the Engineer.

(4) After surface preparation is complete, all loose material shall be removed from the sewer and manholes.

(5) The Contractor shall repair all defects in the coating system where directed by the Engineer.

(6) Surface preparations for each type of surface shall be in accordance with the specific requirements of the coating system specification sheet (COATSPEC). The COATSPEC shall be supplied by the manufacturer.

(E) Application

(1) The surface of the installed coating will be cleaned and prepared to permit visual inspection by the Engineer. Any areas of the coating showing poor adhesion, excessive air inclusion or edge or seam defects shall be properly repaired and re-inspected.

(2) Coated surfaces shall be free from runs, drops, ridges, waves, laps and brush marks. Coats shall be applied so as to produce an even film of uniform thickness completely coating corners and crevices. Painting shall be done in accordance with the requirements of SSPC: The Society for Protective Coatings, Paint Application Specification No. 1. The SSPC Paint Application Specification shall be supplied by the manufacturer.

(3) The Contractor's equipment shall be designed for application of the materials specified. The coating shall be obtained with the proper thickness and surface characteristics as recommended by the coating manufacturer.

(4) Each coat shall be applied evenly and sharply cut to line. Care shall be exercised to avoid over-coating or spattering on surfaces not to be coated.

(5) Film Thickness and Continuity: Coating system thickness is the total thickness of the finished coats. The surface area covered for various types of surfaces shall not exceed those recommended by the manufacturer. Coatings shall be applied to the thickness specified, and in accordance with these specifications. In testing for continuity of coating about welds, projections (such as bolts and nuts), and crevices, the City will determine the minimum conductivity for smooth areas of like coating where the dry mil thickness has been accepted. This conductivity shall then be taken as the minimum required for these rough or irregular areas. Pinholes and holidays shall be repainted to the required coverage.

(6) Safety and Ventilation: Requirements for safety and ventilation shall be in accordance with SSPC Paint Application Guide No. 3. The SSPC Paint Application Guide shall be supplied by the manufacturer.

(7) Cleanup: Upon completion of coating, the Contractor shall remove surplus materials, protective coverings and accumulated rubbish and thoroughly clean all surfaces and repair any over spray or other paint-related damage.

(F) Testing

(1) Spark Testing: All coated surfaces shall be spark tested for holes. The spark tester used shall provide 14,000 volts. If pinholes are found, the Contractor shall repair the coating as recommended by the manufacturer and retest. All testing and repair work shall be at the Contractor's expense.

(2) Adhesion Testing: The Contractor shall perform an adhesion test after proper cure in accordance with ASTM D3359 to demonstrate that the specified field coatings adhere to the substrate. Test results showing an adhesion rating of 5A on immersed surfaces and 4A or better on all other surfaces shall be considered acceptable.

626.4 DEFECT REPAIR

The Contractor shall repair all defects in the coating system where directed by the Engineer.

Where unacceptable adhesion test results are obtained, the Contractor shall be responsible for removing and reapplying the specified coatings at no expense to the City.

626.5 WARRANTY

The coating applicator shall supply a minimum 5 year warranty, for the coating that has been approved through the submittal process. The coating applicator shall also supply a warranty from the coating manufacturer addressed to the City. The warranty shall state, at a minimum, that the coating is applied in accordance with the manufacturer's instruction and that the coating will not fail for a period of 5 years. The definition of coating failure is that blistering, cracking, embrittlement or softening of the coating is starting to occur.

All structural rehabilitation work performed by the Contractor shall be guaranteed against faulty workmanship and/or materials for a period of 2 years after final acceptance of work.

626.6 MEASUREMENT AND PAYMENT

Payment for manhole coating shall be per square foot as measured from the invert to the ring and cover. The unit price shall include by-pass pumping and all materials necessary for internal coating of manholes specified on the plan sheets.

SECTION 630: TAPPING SLEEVES, VALVES AND VALVE BOXES ON WATER LINES

630.3.1 General

ADD the following:

Valves shall be resilient wedge gate valves, Waterous 2500 series, Clow, Mueller, or equal, suitable for use in line and in wet tapping water mains in conjunction with tapping sleeves. Gate valves shall be mechanical joint except where flange joints are specifically detailed in project plans or where required for tapping sleeves and hydrant installation.

Valve blocking shall be provided on all valves in accordance with Quad City Detail 301Q. No separate payment will be made for valve blocking and the cost shall be included in the water main unit price.

Valve boxes shall be in accordance with COP GES Detail 391Q.

Debris caps shall be installed on all valves within project limits according to MAG Detail 392 and shall be color-coded according to COP GES Detail 391Q. Debris caps shall be SW Services DC600 or approved equal.

The Contractor shall notify customers of scheduled water service disruption a minimum of 24 hours in advance of construction. Customers shall coordinate water shut-down with City Water Operations in accordance with Quad City Detail 103P.

630.3.2 Specific Valve Size Requirements

REPLACE item (A) with the following:

(A) Valves 2 inches through 12 inches:

REMOVE item (B) in its entirety and REPLACE with the following:

(B) Valves 14 inches and larger:

Valves shall be iron body resilient-seated gate valves in accordance with the latest revision of AWWA C515.

Valves shall be for operation in a horizontal position. The valve shall have bevel gears. The gears and stuffing box shall be enclosed in a watertight iron case, for operation in a buried location. The case shall be filled with grease at the factory.

By-pass valves shall be furnished and installed on each valve unless otherwise indicated on the approved plans. See Table 630-1 for by-pass valve sizes.

630.4 TAPPING SLEEVES AND VALVES

ADD the following:

The City Utility Operations shall be notified 48 hours in advance to schedule water main tap. If the Contractor is not ready for the tap at the scheduled time, the tap will be rescheduled. City crews will not remain on standby until the Contractor is ready for the tap. The rescheduled tap shall include a new 48 hour notification.

630.4.1 Tapping Valves

REMOVE the third paragraph in its entirety and REPLACE with the following:

Once the tap has been installed, the Contractor shall not operate the valve.

ADD the following:

Debris caps shall be installed on tapping sleeve valve according to MAG Detail 392 and shall be color-coded according to COP GES Detail 391Q. Debris caps shall be SW Services DC600 or approved equal.

630.5 BUTTERFLY VALVES

REMOVE item (A) and REPLACE with the following:

- (A) 18 inches and larger:

REMOVE item (A) (1) in its entirety and REPLACE with the following:

- (1) Valve body shall be of cast iron or ductile iron with connecting ends one of or a combination of flanged (short body) or mechanical joint.

REMOVE item (B) in its entirety and REPLACE with the following:

- (B) 3 inches through 16 inches:

Butterfly valves shall not be used.

630.6 AIR RELEASE AND VACUUM VALVES

ADD the following:

- (C) Air/vacuum release valves shall be in accordance with COP GES Detail 317Q-1 or 317Q-2.

- (D) Combination Air Valves

(1) Air valves shall be standard combination style. Cast iron air valves shall comply with AWWA C512 except as modified herein. Valves shall be of the size shown and shall have threaded or flanged ends to match piping. Bodies shall be of high-strength cast iron, conforming to ASTM A126, Class B, or NSF 61 certified reinforced nylon. Floats of cast iron air valves shall be heavy stainless steel, suitable to withstand 1,000 psi external pressure. Seats of cast iron air valves shall be Buna-N. Other internal components of cast iron air valves shall be constructed of stainless steel, bronze, delrin, or cast iron as appropriate. Internal components for reinforced nylon valves shall be NSF 61 certified nylon, polypropylene, EPDM or NBR 70. Inlet and outlet ports for large orifice valves shall be baffled to prevent the action of high volume airflows from interfering with valve operations. Interior and exterior carbon steel surfaces shall be epoxy coated. Valves shall be designed for a minimum of 300 psi water working pressure, unless otherwise shown.

- (2) Internal protective coatings shall be provided in accordance with AWWA C550.

(a) Liquid epoxy lining and coating materials shall be listed in the NSF Listing for Drinking Water Additives, Standard 61, certified for use in contact with potable water.

(b) The minimum dry film thickness for epoxy linings shall be 0.203 mm (0.008-inch or 8 mils). Liquid epoxy lining shall be applied in 2 coats in accordance with AWWA C210.

(3) Combination air valves shall be in accordance with COP GES Detail 317Q-1 or 317Q-2, unless shown otherwise. They shall have both large and small orifices in a single body. The large orifice shall serve to vent large quantities of air during filling operations and shall automatically open to relieve vacuum conditions. The small orifice shall vent small quantities of air under full line pressure that may become entrained in the system and collect at high points. Valves shall be APCO Series 140, Val-Matic Corp. Series 200, or equivalent

ADD the following subsection to 630.6 Air Release and Vacuum Valves:

630.6.1 Blow Off Installation

Blow off installation shall be in accordance with Quad City Detail 318P. The Contractor shall be required to provide Mega-Lug restraint for all joints for a distance specified per Quad City Detail 303Q-1 and 303Q-2.

630.8 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement will be by the unit each of the various kinds and sizes of valves, manholes, vaults, or tapping sleeves and valves, including valve boxes and covers, retrofit debris covers, air release valve assemblies, combination valve assemblies, and blow off assemblies.

630.9 PAYMENT

ADD the following:

Payment for valves, box and cover shall be per each at the unit bid price shown in the bidding schedule. Valves on tapping sleeves and hydrant installations shall be included in the appropriate bid item in the bidding schedule.

Debris cap specified on existing valves shall be incidental to the project work.

Payment for tapping sleeves shall be at the unit price bid in the bidding schedule and include the tapping sleeve, valve, box and cover, and all appurtenant fittings for complete assembly.

Payment for air release and vacuum valve installation shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for a complete installation.

Payment for combination air valve assembly shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for a complete installation.

Payment for blow off installation shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for complete installation. No extra payment shall be made for Mega-Lug restraint.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 650: ABANDONMENT AND REMOVAL OF WATER MAIN

650.1 WATER MAIN ABANDONMENT

(A) Abandonment of existing water main shall not commence until hydrostatic and disinfection test results for the new main have been accepted by the Engineer. The Contractor shall contact the Engineer a minimum of 48 hours in advance of abandonment activities to schedule City water crews to coordinate valve operation. Water customers affected by water service disruption due to water main abandonment shall be notified by written flyer delivered by the Contractor a minimum of 24 hours in advance of scheduled water service disruption. Scheduled water service disruptions are limited to a maximum of 4 hours.

(B) Abandonment of existing main shall include the removal of all valves, hydrants, and appurtenances within the reach to be abandoned. All valves and hydrants to be abandoned shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City

Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer. Removed materials not identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new main installation.

At all locations indicated on the plans, a minimum of 4 feet of water main shall be removed capped and the appropriate thrust restraint installed.

Existing valves to be abandoned shall include removing the valve, valve box, and cover in its entirety. Abandonment of appurtenances located in any structure (manhole, vault, etc.) shall include the complete removal and proper disposal of the appurtenance and the structure.

Abandonment of valves, hydrants, and appurtenances shall include the installation of the requisite number of mechanical joint caps as necessary to seal all pipe remaining in place.

(C) Restoration for water main abandonment shall include excavation, backfilling, compaction and re-surfacing in accordance with COP Supplement 601.

(D) Pavement matching and surface replacement shall be incidental to water main abandonment.

650.2 WATER MAIN REMOVAL

(A) Removal of water main shall not commence prior to authorization from the Engineer.

(B) Water main removal shall include the complete removal of all existing water main, valves, hydrants, structures, and appurtenances within the reach as indicated on the plans. All valves and hydrants to be removed shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new main installation.

(C) Removal of water main shall include excavation, backfilling, compaction, disposal and salvage in accordance with COP Supplement 601.

(D) Pavement matching and surface replacement shall be measured and paid accordance with COP Supplement 336. Any other restoration shall be considered incidental.

650.3 MEASUREMENT

Measurement for abandonment of water main and laterals shall be by the linear foot of pipe abandoned, measured horizontally through valves and fittings. Hydrants, valves, fittings, vaults, services, and other appurtenances shall be considered incidental to water main abandonment.

Measurement for removal of water mains and laterals shall be by the linear foot of pipe removed, measured horizontally through valves and fittings. Hydrants, valves, fittings, vaults, services, and other appurtenances shall be considered incidental to water main abandonment.

650.4 PAYMENT

Payment for water main abandonment shall be at the applicable unit bid price and shall include all work and appurtenant fittings necessary for complete abandonment. Pavement matching and surface replacement shall be incidental to water main abandonment.

Payment for water main removal shall be at the applicable unit bid price and shall include all work and appurtenant fittings necessary for complete removal. Pavement matching and surface replacement shall be

measured and paid accordance with COP Supplement 336. Any other restoration shall be considered incidental.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 651: ABANDONMENT AND REMOVAL OF SANITARY SEWER

651.1 SANITARY SEWER ABANDONMENT

- (A) Abandonment of sanitary sewer shall not occur until all existing sanitary sewer services have been transferred to another main or lateral, and abandonment is approved by the Engineer.
- (B) Abandonment of sanitary sewer shall include gravity and/or force mains, manholes, vaults, wet wells, and other appurtenances within the reach noted on the plans to be abandoned.
- (C) Manhole frames, covers, vault access hatches, and clean-out frame and covers shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new sewer installation.
- (D) Restoration for sanitary sewer abandonment shall include all excavation, backfilling, compaction, and resurfacing in accordance with COP Supplement 601.

651.1.1 Sanitary Sewer Mains

- (A) Abandonment of sanitary sewer mains shall include all gravity mains, laterals, and force mains, and shall be accomplished by pipe bursting or grout filling as indicated on the plans.

- (1) Pipe bursting shall be performed using industry standard methods and equipment.

A pipe bursting plan including equipment used, means and methods shall be submitted and approved in accordance with Section 105.2 of these specifications prior to beginning bursting operations.

Valves shall be removed and disposed of prior to pipe bursting, and shall become property of the Contractor. All valves shall be properly disposed of in accordance with these specifications.

- (2) Grouting shall be accomplished following industry standard methods, using a cement based grout to fill the void of the existing sanitary sewer main. The grouting material must have a minimum compressive strength of 100 psi and shall have flow characteristics appropriate for filling a sanitary sewer.

Injection of the grout material shall be done with sufficient pressure and injection locations to fill the existing sanitary sewer line. The method shall adequately provide for the removal and legal disposal of existing sewage in the lines and any pipe materials removed, and release of air from the system to facilitate proper abandonment.

A grouting plan including equipment used injection locations, grout mix design, and means and methods shall be submitted and approved in accordance with Section 105.2 prior to beginning grouting operations.

651.1.2 Manholes, Vaults and Wet Wells

- (A) Abandonment of manholes, vaults, wet wells and other structural appurtenances shall include the complete removal of each structure within the reach to be abandoned as indicated on the plans.
- (B) All items removed and not salvaged shall become property of the Contractor and properly disposed of in accordance with these specifications.
- (C) Backfilling after removal shall be in accordance with COP Supplement 601.
- (D) Pavement matching and surface replacement shall be incidental to sewer abandonment.

651.2 SANITARY SEWER REMOVAL

- (A) Removal of sanitary sewer shall not commence prior to authorization from the Engineer.
- (B) Removal of sanitary sewer shall include the complete removal of gravity and/or force mains, manholes, vaults, wet wells, and other appurtenances within the reach noted on the plans to be removed.

Existing sanitary sewer that is removed coincident with the installation of new sanitary sewer shall be considered incidental to the installation and shall not be measured or paid for under this section.

- (C) Manhole frames, covers, vault access hatches, and clean-out frame and covers shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new sewer installation.

- (D) Removal of sewer main, laterals, or force main that tie into an existing manhole that is to remain in service shall include complete removal of the penetrating pipe and grouting the hole with lean, non-shrink grout. A water stop shall be used to ensure the integrity of the manhole.

The water stop proposed shall be submitted for review and approval prior to removal activities in accordance with Section 105.2 of these specifications.

- (E) Removal of sanitary sewer shall include excavation, backfilling and compaction in accordance with COP Supplement 601. Disposal, salvage, and bypass pumping shall be considered incidental to sewer removal.
- (F) Pavement matching and surface replacement shall be measured and paid in accordance with Section 336 of these specifications. Any other restoration shall be considered incidental.

651.3 MEASUREMENT

Measurement for abandonment of sewer main, laterals, and force main shall be by the linear foot of pipe abandoned, measured horizontally through manholes, vaults, valves, and fittings. Valves, fittings, services, cleanouts, and other appurtenances shall be considered incidental to sewer abandonment.

Abandonment of manholes and wet wells shall be the number of each abandoned. Vaults shall be considered incidental to sewer abandonment unless otherwise noted in the special provisions.

Measurement for removal of sewer main, laterals, and force main shall be by the linear foot of pipe abandoned, measured horizontally through manholes, vaults, valves, and fittings. Valves, fittings, services, cleanouts, and other appurtenances shall be considered incidental to sewer removal.

Measurement for manholes and wet wells shall be the number of each removed. Vaults shall be considered incidental to sewer abandonment unless otherwise noted in the special provisions.

651.4 PAYMENT

Payment for abandoning sewer mains, laterals, and force main shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be incidental to sewer abandonment.

Payment for abandoning manholes and wet wells shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be incidental to sewer abandonment.

Payment for removing sanitary sewer shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be measured and paid in accordance with Section 336 of these specifications. Any other restoration shall be considered incidental.

Payment for removing manholes and wet wells shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be measured and paid in accordance with Section 336. Any other restoration shall be considered incidental.

PART 700 – MATERIALS**SECTION 701: AGGREGATE****701.4 RECLAIMED CONCRETE MATERIAL (RCM)**

REMOVE in its entirety and REPLACE with the following:

Use of Reclaimed Concrete Material (RCM) is not allowed.

701.5 RECLAIMED ASPHALT PAVEMENT (RAP)

REMOVE in its entirety and REPLACE with the following:

Reclaimed asphalt pavement (RAP) shall not be allowed.

SECTION 703: RIPRAP**703.1 GENERAL**

REMOVE the second paragraph in its entirety and REPLACE with the following:

Aggregate shall be color-matched with adjacent landscape aggregate or as specified on the plans or in the special provisions, and approved by the Engineer. Payment for riprap shall include all work associated with providing color samples.

SECTION 710: ASPHALT CONCRETE

710.2.1 Asphalt Binder

REMOVE in its entirety and REPLACE with the following:

- (A) The approved asphalt binder shall be either Performance Grade (PG) 64-22, PG 70-22, PG 70-22TR, or PG70-22TR+ asphalt conforming to the requirements of AASHTO M 320-09 Performance-Graded Asphalt Binder. The binder grade shall be as specified in the contract documents or as directed by the Engineer.
- (B) The Engineer may review a request by the Contractor to change from the approved binder grade.

710.2.3 Reclaimed Asphalt Pavement (RAP):

REMOVE in its entirety and REPLACE with the following:

Reclaimed asphalt pavement (RAP) shall not be allowed.

710.3.1 General

REMOVE item (11) in its entirety.

710.3.2 Mix Design Criteria

ADD the following:

- (A) The intent of this supplement is to use only ½ inch or ¾ inch Marshall or Gyratory Mix Designs within the specification unless specifically called out in the project specifications.
- (B) The asphalt mix design shall be for high traffic volume, unless otherwise specified.

710.3.2.1 Marshall Mix Design

REMOVE item (5) in Table 710-3 Marshall Mix Design Criteria and REPLACE with the following:

- (5) Tensile Strength Ratio: % Min.

Minimum percent requirement is changed to 75. A tensile strength ratio of 75 percent may require more than 1 percent mineral admixture.

REMOVE item (7) in Table 710-3 Marshall Mix Design Criteria and REPLACE with the following:

- (7) Stability: pounds, Minimum

Minimum requirement is changed to 3500 for ½ inch mix and ¾ inch mix.

SECTION 725: PORTLAND CEMENT CONCRETE

725.1 GENERAL

ADD the following:

All Portland cement concrete placed under this contract shall be Class AA with a maximum water/cement ratio of 0.45.

ADD the following subsection to 725.1 General:

725.1.1 Adverse Weather Concreting

(A) Hot Weather Concreting: Hot weather is defined as any combination of high ambient temperature, low relative humidity, and wind velocity which would tend to impair the quality of fresh concrete. These effects become more pronounced as wind velocity increases. Since last minute improvisations are rarely successful, preplanning and coordination of all phases of the work are required to minimize these adverse effects.

(1) Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:

(a) Cool ingredients before mixing to maintain concrete temperature below 90 degrees F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is the Contractor's option.

(b) Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.

(c) Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

(2) As an absolute minimum, the Contractor shall ensure that the following measures are taken:

(a) An ample supply of water, hoses, and fog nozzles are available at the site.

(b) Spare vibrators are on hand in the ratio of 1 spare vibrator for each 3 in use.

(c) Pre-planning has been accomplished to ensure prompt placement, consolidation, finishing, and curing of the concrete.

(d) Concrete temperature on arrival should be approximately 60 degrees F and in any event shall not exceed 90 degrees F. The use of cold water and ice is recommended.

(e) The subgrade is moist, but free of standing water.

(f) Fog spray is utilized to cool the forms and steel. Under extreme conditions of high ambient temperature, exposure to the direct rays of the sun, low relative humidity, and wind, even strict adherence to these measures may not produce the quality desired and it may be necessary to restrict concrete placement to early morning only. If this decision is made, then particular attention must be directed to the curing process since the concrete will be exposed

to severe thermal stresses due to temperature variation; heat of hydration plus midday sun radiation versus nighttime cooling.

(B) Cold Weather Concreting: Comply with ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

- (1) When air temperature has fallen to or is expected to fall below 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F and not more than 80 degrees F at point of placement.
- (2) Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
- (3) Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

(C) Wet Weather Concreting: Placing of concrete shall be discontinued when the quantity of rainfall is such as to cause a flow or wash to the surface. Any concrete already placed and partially cured shall be covered to prevent dimpling. A construction joint will be installed prior to shut down.

(D) Replacement of Damaged or Defective Concrete: Upon written notice from the Engineer, all concrete which has been damaged or is defective, shall be replaced by the Contractor at no cost to the Contracting Agency.

(E) References

- (1) ACI-305 Hot Weather Concreting
- (2) ACI-306 Cold Weather Concreting
- (3) ACI-308 Recommended Practices for Curing Concrete

(F) No separate payment shall be made for adverse weather concreting. The work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay item.

725.5 ADMIXTURES AND ADDITIVES

REMOVE the third paragraph in its entirety and REPLACE with the following:

Air entraining admixtures incorporated into the approved concrete mix design shall meet the requirements of ASTM C260. All Portland cement concrete shall contain 6 percent, plus or minus 1 percent, entrained air of evenly dispersed air bubbles at the time of placement. The air-entraining agent shall contain no chlorides. The air-entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement. Air entrainment in the concrete shall be tested in accordance with AASHTO T 152. Air entrainment shall be tested at time of sampling in accordance with ASTM C143 and C231 respectively. The cost of this testing shall be the responsibility of the Contractor.

725.8.1 Field Sampling and Tests

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

The slump of Portland cement concrete shall be tested in accordance with the requirements of AASHTO T 119, ASTM C143 and ASTM C231 respectively. Concrete that does not meet the specification requirements as to slump shall not be used, but shall be removed from the job at no cost to the City. Slump tests shall be

taken in the field by a representative of the Contractor's Quality Control firm. The cost of this testing shall be the responsibility of the Contractor.

725.8.2 Concrete Cylinder Test:

ADD the following:

Concrete cylindrical specimens for compression tests shall be taken in the field by a representative of the Contractor's Quality Control firm in accordance with AASHTO T 141 and T 23. These samples will be tested for compressive strength in accordance to AASHTO T 22. Concrete samples will be taken in accordance with this section and MAG Specification 725.8.3, except as noted hereinafter. 1 set of not less than 4 cylinders per 50 cubic yards or ½ days pour shall be prepared and retained to verify compressive strength of the mixture. 1 cylinder shall be tested at 7 days and 2 at 28 days. The fourth cylinder shall be retained for up to 60 days. If the 28 day test does not meet the minimum strength requirement, cores shall be taken as provided herein and the cost of such will be the responsibility of the Contractor. Acceptance shall be based on minimum 28 day strength requirements. The cost of testing shall be the responsibility of the Contractor.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

6. e.

Meeting Date: 09/26/2023
Contact Person: Frank Marbury, Public Works Director/Town Engineer
Department: Public Works
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve a Cooperative Purchasing Agreement with J. Banicki Construction, Inc., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

RECOMMENDED ACTION:

Approve the Cooperative Purchasing Agreement with J. Banicki Construction, Inc., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

SITUATION AND ANALYSIS:

This is an indefinite quantity and indefinite delivery Agreement for job order contracting on public works/horizontal construction projects under the terms and conditions of the Prescott Contract and this Agreement. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with construction materials and services.

Other Pertinent Documents Available Upon Request:

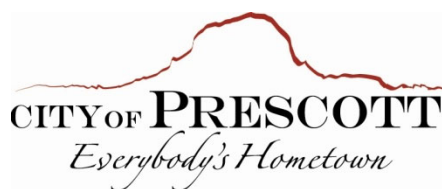
This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025, unless terminated as otherwise provided in this Agreement or the Prescott Contract (the "Term"). The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 21-78-5408
Available:
Funding Source:

Attachments

JOC J. Banicki
CPA J. Banicki



Construction Contract

Job Order Contracting for Public Works / Horizontal Construction Projects

Contract No. 2023-211

THIS AGREEMENT made and entered into this 13th day of June 2023, by and between J. Banicki Construction, Inc. of the city of Prescott Valley, county of Yavapai, state of Arizona, hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds to be provided once a Job Order Amendment is presented, hereby agrees, for him/herself, his/her heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Job Order Contracting and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Request for Statement of Qualifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, and Addenda, as accepted by the Mayor and Council per Council Minutes of June 13, 2023, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The contract will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1. The value of these contracts will vary based on projected City needs, and available budget. The award of a contract is not a guarantee of work. There is no specific list of projects currently. The Contractor hereby agrees start and to fully complete within the time frame as given on the written notice to proceed for each project assigned.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Request for State of Qualifications, MAG Specifications and Details, City Supplement to MAG, and Special Provisions. The maximum cost per Job Order can be up to \$1,000,000.00 and the

maximum amount per fiscal year per contractor is \$3,000,000.00. Each Job will be awarded and a Job Order Amendment for each job will be sent out to get all the required documents. On each approved Job Order if the Contractor claims that any instructions involve additional/extra cost, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services / work. No such claim shall be valid unless so made. The Contractor shall do such additional/extra services/work upon receipt of an accepted Contract Amendment or other written order of the Director. In the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments shall be approved by the Director or any Contract Amendments over \$50,000 must also be approved by City Council.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's

compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum per MAG per project awarded with the amendment, per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum per MAG per project awarded with the amendment per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees, or any of the Contractor's subcontractors. In the event the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XII - BONDS:

- A. On or before the execution of the Job Order Amendment, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications, and conditions herein. Such bond shall be solely for the protection of the City. A copy of this bond shall be filed with the Prescott City Clerk.
- B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of

claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.

- C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an “A” rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XIII – SUBCONTRACTORS:

- A. During performance of this Agreement, the Contractor may engage such additional subcontractors as may be required for the timely completion of the construction. The addition of any Subcontractors shall be subject to prior written approval by the City. In the event of sub-contracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the Contractor.
- B. The Contract Amount includes payment for any and all Services to be rendered by the Contractor or Subcontractors which the Contractor may employ for this Agreement. It is expressly agreed by and between the parties that the Contractor is solely responsible for all payment to such any other Contractors or Subcontractors retained by the Contractor. The Contractor agrees to indemnify and save harmless the City of Prescott 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 to pay for all labor performance and materials furnished for the performance of said project when completed.

ARTICLE XIV – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City’s option, be the basis for terminating the Contract.

ARTICLE XV – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XVI - MISCELLANEOUS:**A. Cooperative Use of Contract**

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

B. All pay applications need to have these items contract number, pay application number, dates of service and date submitted. They need to be submitted to the project manager for review. Once they review and sign off, they will submit to our accounts payable department for payment processing.**C. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.****D. Final Payment Acknowledgement to be signed by the contractor and sent in with the final pay application. This is to further certify that the project is completed to acceptable standards as defined in the plans and specifications per the Project Contract Agreement. Any changes to the plans have been noted on the Construction As-built Mylar Drawings certified by the Engineer of Record. The revised As-built Drawings have been delivered and approved by the Public Works department. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott.****E. Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties is to be signed and returned at the end of the two-year warranty period that is determined per the warranty letter sent out when the project has been completed.****F. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), A.R.S. §34-301, §34-302 & §34-321 or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.****G. In the event of default, neither party shall be liable for incidental, special, or consequential damages.****H. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:**

Public Works Director
City of Prescott
433 N. Virginia Street
Prescott, Arizona 86301

J. Banicki Construction, Inc.
2852 N Navajo Drive, Suite B
Prescott Valley, AZ 86414
mabraham@banicki.com

- I. This Agreement shall be construed under the laws of the State of Arizona.
- J. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- K. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- L. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- M. Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.
- N. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".
- O. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- P. Compliance with Federal and State Laws: All Services performed by the Contractor shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances, including, without limitations, those set forth on the attached Exhibit C, if applicable. The Contractor, at the Contractor's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. The Contractor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.
- Q. Nondiscrimination and Equal Employment Opportunity: The Contractor and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and

Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Contractor and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Contractor agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.

R. Employees on Public Works Construction Projects: E-Verify Requirements:

1. The Contractor shall comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, “Residence Requirements for Employees”, as amended.
2. Under the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its 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 referred to as “Contractor Immigration Warranty”). The Contractor further understands and acknowledges that:
 - a. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - b. The City retains the legal right to inspect the papers of any Contractor or Subcontractors’ employee to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any such inspections.
 - c. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the Subcontractors to ensure compliance with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.
 - d. Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with 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(A).
 - e. The provisions of this Article shall be included in any contract the Contractor enters with any and all of its Subcontractors who provide Services under this Agreement. “Services” are defined as furnishing labor, time, or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.

S. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott”, as that term is defined in A.R.S. § 35-393, of Israel.

- T. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 3. Any Contractor / subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

- U. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ATTEST:

City of Prescott, a municipal corporation:

Mike Abraham
J. Banicki Construction, Inc. (Authorized Signature)

Philip R. Goode
Philip R. Goode, Mayor

By: Mike Abraham
(Printed Name)

Title: President

Email: mabraham@banicki.com

ATTEST:

Sarah M. Siep
Sarah M. Siep, City Clerk

APPROVED AS TO FORM:

Joseph D. Young
Joseph D. Young, City Attorney

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under 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 this Contract 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. Contractor is free to purchase such additional insurance as may be determined necessary.

ADDITIONAL INSURANCE REQUIREMENTS:

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott 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.

Additional Insured:

**City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND fandboperations@prescott-az.gov. The City contract number and project name/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. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

NOTICE OF CANCELLATION:

With the exception of a ten (10) day notice of cancellation for non-payment of premium, and changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

VERIFICATION OF COVERAGE:

Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required 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 this Contract and remain in effect for the duration of the project and warranty period as set forth in the warranty letter. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

MAG Specifications, Sections 103.1 through 103.8, including: Unless otherwise specifically required by the Special Conditions, the minimum limits of public liability and property damage liability shall be as follows:

1. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form –

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

• General Aggregate	\$ 3,000,000
• Products – Completed Operations Aggregate	\$ 3,000,000
• Personal and Advertising Injury	\$ 1,000,000
• Each Occurrence	\$ 1,000,000
• Fire Legal Liability (Damage to Rented Premises) (if applicable)	\$ 100,000

The policy shall be endorsed to include the following additional insured language:

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 1,000,000
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The policy shall be endorsed to include the following additional insured language:

“The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

Worker’s Compensation and Employer’s Liability

Workers’ Compensation

Statutory

Employer’s 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 City of Prescott for losses arising from work performed by or on behalf of the Contractor.

Professional Liability (Errors and Omissions Liability) – *if applicable*

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

1. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.
2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

Such policy shall not exclude coverage for the following:

1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
3. Injury to or destruction of any property arising out of blasting or explosion.
4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Contractor's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).

The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE

HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

FINAL PAYMENT ACKNOWLEDGEMENT

To the City of Prescott, Arizona:

J. Banicki Construction, Inc.
 2852 N Navajo Drive, Suite B
 Prescott Valley, AZ 86414
mabraham@banicki.com

J. Banicki Construction, Inc., has submitted the final pay application for the _____ project in the consideration of:

\$ _____
 (Total Final Project Amount)

as full and complete payment under the terms of the Contract. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott, as stated in the warranty letter to be provided.

The Undersigned further agrees to indemnify and save harmless the City of Prescott 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 project within the next 90 days.

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

 (Authorized Signature)

By: _____

Title: _____

State of _____)
) ss.
 County of _____)

SUBSCRIBED AND SWORN to before me by _____
 this _____ day of _____, 20____.

 Notary Public

 Commission Expires

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS AND CERTIFICATION OF COMPLETION OF WARRANTIES

Project: _____

To the City of Prescott, Arizona:

1. This affidavit 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.

2. The Undersigned, for the consideration of \$ _____
(Total project price)

as set out in the final pay application, 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 Prescott 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 project.

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

(Authorized Signature)

By: _____

Title: _____

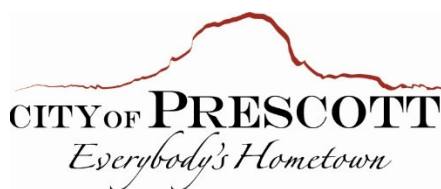
State of _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me by _____

this _____ day of _____, 20____.

Notary Public

Commission Expires



Government Funding Provisions

The Contractor and its Subcontractor shall comply with the following grant provisions, if applicable.

Applicable Laws

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

Federal Legislation

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42
- d. U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- g. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Coastal Zone Management Act, P.L. 93-205, as amended.
- j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- k. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- m. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- n. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq. 3-04-0015-045-2020
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands

- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 3-04-0015-045-2020
- i. 29 CFR Part 5 - Labor standards provision applicable to contracts covering Federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- j. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- k. 49 CFR Part 20 - New restrictions on lobbying.
- l. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- n. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- q. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- r. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.
- s. § 200.323 Procurement of recovered materials.
- t. 31 USC Ch. 38: Administrative Remedies for False Claims and Statements

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American

Unless otherwise approved in advance by the Federal Government (FAA, FEMA, or any other agency), the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

Ban on Texting While Driving

- a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - ii) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

Foreign Market Restrictions

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Non-Discrimination

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

- a) The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- b) Affirmative steps shall include:
 - i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Clean Air Act

Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps, or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Construction Contracts in excess of \$2,000 awarded by non-Federal entities.

Davis-Bacon Act, as amended ([40 U.S.C. 3141](#)–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141](#)–3144, and 3146–3148) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Employment of Mechanics and Laborers contracts in excess of \$100,000.00

Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701](#)–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Statement of Qualifications

J. Banicki Construction, Inc.



Job Order Contracting for:
Horizontal Construction Projects

Due Date: March 9th, 2023 at 2:00 PM





J. Banicki Construction, Inc.
2852 N. Navajo Drive, Suite B
Prescott Valley, AZ 86414

Arizona Contractor's License
Number:
ROC 091410 Class A

Main Contact:
Mike Abraham, President
mabraham@banicki.com
602.390.1243

Banicki has exercised due diligence in the preparation of this SOQ and affirms that all contents are true, accurate, and complete.

No exceptions are taken to the contents of the RFQ.

March 9th, 2023

RE: Request for Qualifications for Job Order Contracting Horizontal Construction Projects

Dear LaTona Jones and Members of the Review Committee,

J. Banicki Construction, Inc. (Banicki) is very pleased to submit our Statement of Qualifications to the City of Prescott (City) for Job Order Contracting (JOC) on Horizontal Construction Projects. Banicki is one of Arizona's premier JOC Contractors, having successfully delivered over \$158M in JOC delivery for Cities, Towns, Counties, and Municipalities all across Arizona. On each of our 643 Horizontal Job Orders delivered, we have always met or surpassed our Owners scheduling and budget requirements due to our dedicated JOC Division's resources.

For 32-years, Banicki has been recognized for tackling demanding horizontal projects safely, on time, within budget, and to the highest level of quality. *Our commitment to JOC excellence and goal of exceeding our Owners expectations on every Job Order we complete has resulted in 57 JOC Contract renewals across 38 JOC Master Contracts in the last 19 years – something we are very proud of and work extremely hard to maintain.*

Since being awarded our first JOC contract with the City of Phoenix in 2004 for Street Transportation Services, Banicki has consistently demonstrated our ability to deliver quality, best value horizontal infrastructure through effective partnerships, outstanding technical knowledge, and a robust capacity to deliver and manage Job Orders of all scopes.

Led by JOC veteran Project Manager Marty Muncey and Camp Verde native Lonnie Ferguson, our JOC Team will be the ultimate partner for the City in developing optimal design, scoping, phasing, and best value recommendations for the broad range of horizontal services this JOC entails. The members of our JOC Team were specifically selected based on their City of Prescott expertise and exceptional horizontal construction experience.

On behalf of Banicki, I thank you for the opportunity to submit our Qualifications and look forward to delivering exceptional quality JOC services for all of the City's needs.

Respectfully,

Mike Abraham, President | mabraham@banicki.com | 602.390.1243

A. GENERAL INFORMATION

BANICKI OVERVIEW

J. Banicki Construction, Inc. (Banicki) is a trusted and experienced Arizona heavy civil construction firm recognized for our exceptional Job Order Contracting (JOC) services and delivery expertise. *Banicki's commitment to JOC excellence and our ability to deliver best value for our Owners on every Job Order we complete has resulted in 57 JOC contract renewals across 38 JOC contracts throughout Arizona in the last 19-years, something we are extremely proud of.* Banicki has successfully delivered 643 horizontal Job Orders at a total value of \$158.5M for Cities, Counties, Towns, and Municipalities all across Arizona.

LEGAL ORGANIZATION

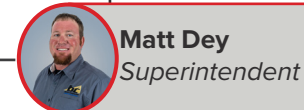
Banicki is an Arizona C Corporation, incorporated under the laws of Arizona in 1991. In 2011, Banicki became an independent subsidiary of Sterling Infrastructure, Inc. (Sterling). As one of nine independently-managed companies under Sterling, Banicki offers our Owners the methods, best practices, and institutional knowledge of a much larger firm with the cost structure and personal approach of a local contractor. *We are a lean, low-overhead local organization with a total of 97 employees, taking great pride in our ability to partner with our Owners to successfully deliver all aspects of horizontal infrastructure at the absolute best value.*

LICENSES

- » License No. ROC 091410, Class A – General Commercial and Engineering (Firm – Banicki)
- » Professional Civil Engineer No. 76282 (Individual – George Lane-Roberts)

STAKEHOLDERS

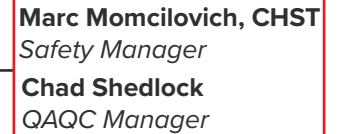
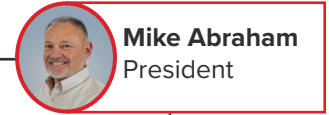
Residents & Businesses
Vehicular Traffic
Pedestrian & Multimodal Traffic
Utility Companies
Facility Owners



- Key Personnel
- Support Member

CITY OF PRESCOTT

DESIGN FIRMS



KEY PERSONNEL

Among many accolades, the single most important aspect to a successful JOC partnership is the Project Team. Since Banicki first established our dedicated JOC Division in 2006, we have catered our Project Teams specifically for the needs of our JOC Owners. Banicki takes great pride in the experience, ingenuity, and dedication of the Project Team we have assembled specifically for this JOC contract. Our Project Team brings unmatched JOC delivery expertise, Yavapai County experience, and all-encompassing horizontal construction prowess to successfully deliver all the services required for this JOC contract.

OFFICE LOCATIONS

Banicki's local office is located at 2852 N. Navajo Drive, Suite B, Prescott Valley, AZ 86414. Our principal office is located at 4720 E. Cotton Gin Loop, Suite 240, Phoenix, AZ 85040.

B. EXPERIENCE & QUALIFICATIONS OF THE CONTRACTOR

CITY OF PRESCOTT

1 Ancient Trail Reconstruction – Job Order

Description: *Performed for Coconino County, this Job Order included the complete roadway reconstruction on over 1/2 mile of Ancient Trail in Kachina Village that was eroding from heavy rain and wash flow.*

Located adjacent to Pumphouse Wash, the existing roadway did not have adequate drainage systems and was not equipped to handle heavy rain events. The purpose of this project was to completely rebuild and widen Ancient Trail with significant new drainage enhancements and perform geomorphic floodplain widening of Pumphouse Wash.

Project scope included 7,294 SY of full depth asphalt removal; 8,855 SY of new asphalt paving; hard rock excavation; 2,780 CY of roadway cut; 1,941 CY of roadway fill; CIP drainage structures; culvert extensions; sewer adjustments; cut ditches; geomorphic floodplain widening; and slope stabilization.

Role: Prime Contractor, 80% self-performed.

Duration: June 2022 – July 2022 (Completed in 40 working days.)

Contract Value: \$1.29M **Change Orders:** None

Owner References: (1) James Guidotti, Capital Projects Manager, 928.606.9367, jguidotti@coconino.az.gov
(2) Christopher Tressler, County Engineer, 928.679.8317, ctressler@coconino.az.gov

Banicki Benefit: *Coconino County approached numerous JOC Contractors with this aggressively scheduled project, yet only Banicki could guarantee the ability to price, mobilize, and start construction within 2-weeks of receiving plans.* We utilized our outstanding JOC Division's resources and relationships to staff, lock in subcontractors, obtain best value material pricing, and successfully execute this accelerated project in only 40 working days.



B. EXPERIENCE & QUALIFICATIONS OF THE CONTRACTOR CITY OF PRESCOTT

2 Sunset Drive Crossing Drainage Improvements – Job Order

Description: Performed for the City of Sedona through a Cooperative Purchasing Agreement with the Arizona Department of Administration, this high-profile Job Order encompassed a broad range of flood control, drainage, roadway, and civil scopes of work. Sunset Drive would frequently flood and close during storm events at the low water crossing across Carroll Canyon Wash due to there being no capacity for runoff under the existing roadway. *This project was constructed to increase wash flow capacity for Carrol Canyon Wash underneath Sunset Drive by constructing a pre-cast drainage archway.*

After removing the existing roadway, Banicki installed a CONTECH CON/SPAN® drainage archway in Carrol Canyon Wash to provide a relief route for wash flow under Sunset Drive. 2,000 CY of fill material was placed over the drainage archway to reprofile Sunset Drive – raising the profile of the road by 10' to provide a smoother driving transition across the new drainage archway. Banicki then completely rebuilt 500' of Sunset Drive with multiple Sedona red colored concrete flatwork elements.

Further project scope included a 10' wide Sedona red colored concrete multi-use path; stamped concrete crosswalks; sidewalk; curb and gutter; ADA ramps; a speed table; HDPE drainage and catch basins; and natural stone retaining walls. Atop of self-performing 85% of the scope on this Job Order, Banicki successfully managed 13 subcontractors, vendors, and suppliers.

Role: Prime Contractor, 85% self-performed.

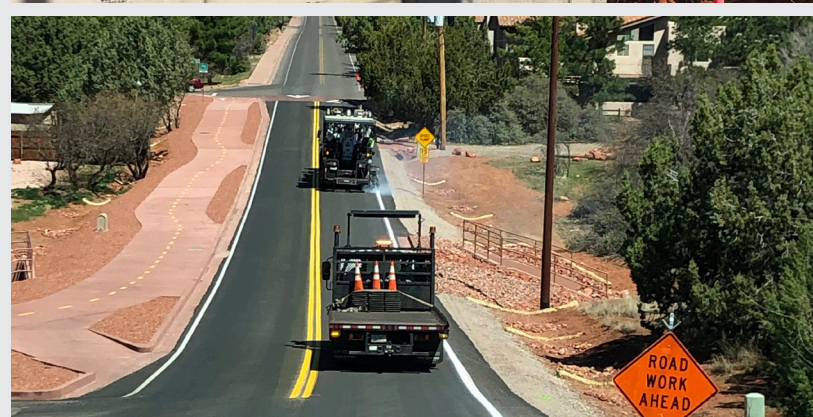
Duration: December 2020 – April 2021

Contract Value: \$989K

Change Orders: One \$32K Owner initiated change order to construct additional natural stone retaining walls.

Owner Reference: Andy Dickey, PE, Director of Public Works & City Engineer, 928.203.5059, adickey@sedonaaz.gov.

Banicki Benefit: Sunset Drive was the primary access to the popular Sunset Park and Sedona Community Food Bank that so many residents depend on, thus *Banicki utilized our JOC Division's resources to increase staffing in order to construct this project 2-months ahead of schedule.* Our outstanding supplier relationships proved critical in ensuring the CONTECH CON/SPAN® Drainage Archway sections were fabricated in-line with our aggressive schedule.



B. EXPERIENCE & QUALIFICATIONS OF THE CONTRACTOR CITY OF PRESCOTT

3 Prescott Valley Pipeline Multi-Use Path

Description: This project included the construction of 2.2 miles of asphalt and concrete multi-use pathway in the Town of Prescott Valley. *The project won the 2017 Arizona Partnering Excellence Award due to Banicki's exceptional partnering with the Town of Prescott Valley, ADOT, and Kinder-Morgan to construct the new multi-use path in an "under use" condition by maintaining all existing pedestrian and bicycle traffic.*

The new multi-use pathway was constructed adjacent to a Kinder-Morgan 20" high pressure pipeline and easement that carried consistent bike and pedestrian traffic. All new construction was precisely phased with Banicki maintaining pedestrian and bicycle access along the pipeline easement while ensuring all work areas were safely protected and delineated.

Project scope included 2,000 tons asphalt multi-use path; 22,000 SF concrete sidewalk; ADA ramps; 8,000 SF segmental block retaining walls; 1,521 LF of 12"- 48" CMP drainage; 554 LF of 6"-18" HDPE drainage; low water crossings; 6,996 LF metal handrail; 6-acres of clearing and grubbing; 7-acres of seeding; benches; trash receptacles; bike racks; bollards; and wayfinding signage.

Role: Prime Contractor, 80% self-performed.

Duration: June 2016 – April 2017

Contract Value: \$1.83M

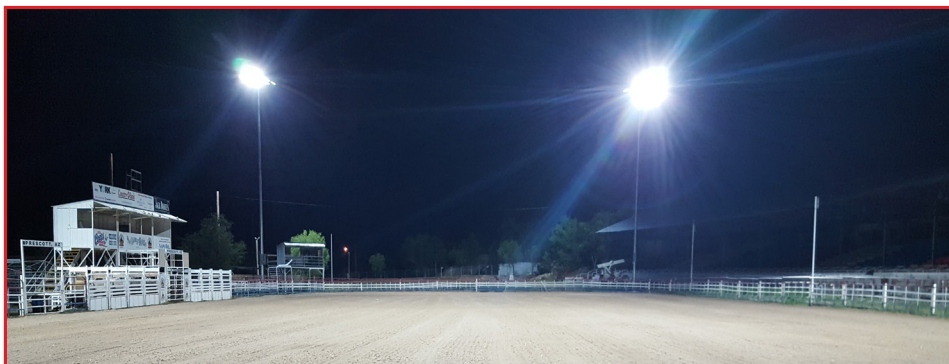
Change Orders: Zero

Owner Reference: Andrew Roth, ADOT Assistant District Engineer, 928.777.5869, aroth@azdot.gov.

Banicki Benefit: This project connected two already established pathways and was in the immediate vicinity of numerous of residential areas, thus the project corridor saw continuous pedestrian and bicycle traffic at all times. Rather than cutting off the project corridor to pedestrians, Banicki worked with the Town of Prescott Valley and ADOT during pre-construction to establish phasing and safety hold points that facilitated the safe construction of this project while it remained in use by pedestrians.



B. EXPERIENCE & QUALIFICATIONS OF THE CONTRACTOR CITY OF **PRESCOTT**



4 Prescott Rodeo Grounds Arena Lighting

Description: *Performed for the City of Prescott, this project involved installing new arena style light poles and luminaires at the Prescott Rodeo Grounds.* Project scope included four new 70' tall arena style light poles and luminaires; cast-in-place reinforced concrete foundations; two 240V manual transfer switches; 240V electrical panel; wireless controllers; electrical conduit and cable. Banicki worked hand in hand with APS to de-energize the existing electrical infrastructure and re-energize the new arena lights after installation.

Role: Prime Contractor, 80% self-performed.

Duration: January 2017 – March 2017

Contract Value: \$266K **Change Orders:** Zero

Owner Reference: George Henderson, City of Prescott – Capitol Projects Manager, 928.777.1130, george.henderson@prescott-az.gov



5 El Mirage Roadway Construction – Job Order

Description: *Completed in only 35 working days, this accelerated Job Order for Maricopa County included ½ mile of full depth roadway reconstruction and ½ mile of 2" mill and overlay.* Three major intersections were also milled out and repaved in single night full closure operations. Project scope included 4,065 tons Superpave asphalt; 4,600 LF asphalt thickened edge; 25,000 SY asphalt milling; 7,300 CY subgrade prep; 2,200 tons aggregate base; striping; raised pavement markers; and 21 utility adjustments.

Role: Prime Contractor, 65% self-performed.

Duration: December 2022 – January 2023

Contract Value: \$1.35M

Change Orders: Zero

Owner Reference: Leon Adair CCPM, CJP, Maricopa County – Senior Engineer Associate / Project Manager, 602.723.5813, leon.adair@maricopa.gov



B. EXPERIENCE & QUALIFICATIONS OF KEY PERSONNEL



MARTY MUNCEY
Project Manager

12 Years of Experience
9 Years with Banicki

Experience & Benefit: Marty has served as Project Manager on *74 horizontal Job Orders totaling \$23M for Banicki* – all of which were successfully delivered ahead of schedule. He is a master at assembling all stakeholders for thorough discovery walkthroughs and scope development meetings – ensuring Banicki, the City, and the Design Firm collaborate to formulate optimal scoping and design best suited for each unique Job Order.

Role: As Project Manager, Marty leads all of Banicki's preconstruction, scope development, value engineering, utility coordination, phasing, and construction services throughout the life of this JOC Contract. He works closely with Lonnie and Dave during preconstruction – formulating optimal phasing and best value recommendations for the City. During construction, Marty's goal-driven leadership and meticulous scheduling skills ensure Banicki safely delivers exceptional quality work. *Marty thoroughly understands it is his utmost responsibility to ensure the City receives best value and schedule certainty through meticulous preconstruction services en route to flawless execution in the field.*

Qualifications: B.S. in Construction Management – Arizona State University | AGC Project Manager Certification | Primavera P6 Schedule Certification | Asphalt Institute – Constructing Quality Asphalt Pavements Certification | OSHA 30 | OSHA Confined Space & Trench Safety | Erosion Control Coordinator | ATSSA Traffic Control Supervisor

Location: Prescott Valley Office

Similar Projects: Projects #2 & #5 highlighted in SOQ.



LONNIE FERGUSON
Project Manager

29 Years of Experience
11 Years with Banicki

Experience & Benefit: Lonnie has served in leading operations, management, preconstruction, and estimating roles on *357 horizontal Job Orders totaling \$105M for Banicki*. Entering the construction industry as an equipment operator before working his way through the ranks to become Operations Manager with Banicki, Lonnie offers extensive firsthand experience in all aspects of horizontal, heavy civil, drainage, paving, and roadway construction.

Role: As Operations Manager, Lonnie is the focal point for Banicki's JOC Division resources and crews – coordinating directly with Marty for the planning, scheduling, staffing, and execution of all Job Orders. Lonnie partners with Marty, Dave, the City, and the Design Firm in constructability and value analysis efforts – spearheading the development and vetting of optimal phasing and scoping relative to the budget, schedule, and overall goals of each Job Order. *Lonnie is a resident of Camp Verde and will be available to meet the City 24/7 with an on-site response time of 1-hour.*

Qualifications: United States Navy | Operating Engineers Apprenticeship Program | Primavera P6 Schedule Certification | OSHA 30 | OSHA Confined Space & Trench Safety | Erosion Control Coordinator

Location: Prescott Valley Office

Similar Projects: All projects highlighted in SOQ.

B. EXPERIENCE & QUALIFICATIONS OF KEY PERSONNEL



DAVE SAQUELLA
Chief Estimator

34 Years of Experience
6 Years with Banicki

Experience & Benefit: Dave has served as Chief Estimator on [142 horizontal Job Orders totaling \\$46M for Banicki](#) – all of which were delivered within our Owner's budgetary requirements. Dave's experience entails 34 years of comprehensive cost estimate preparation in all aspects of heavy civil construction with a specialty focus in municipal roadways, utilities, drainage, and heavy civil scopes. He has been the Chief Estimator on countless public works projects ranging in size from \$5K to \$70M.

Role: As Chief Estimator, Dave manages Banicki's Estimating Team – ensuring Job Order pricing is swiftly delivered and provides best value for the City. He leverages his extensive estimating experience to lead the development of quantities and cost estimates critical to the review of accelerated construction phasing and value engineering innovations. [Dave works directly with Marty and Lonnie to develop optimal scoping for each Job Order based on the City's needs and budget.](#) He will oversee all labor and costing analysis, supplier selection and analysis, resource analysis, as well as review the estimate basis, assumptions, and calculations for each Job Order.

Qualifications: B.S. in Construction Management – Arizona State University | B.S. in Mechanical Engineering – Arizona State University | HCSS HeavyBid Certification | OSHA 30 | OSHA Confined Space & Trench Safety

Location: Phoenix Office

Similar Projects: Projects #1, #2 & #5 highlighted in SOQ.



MATT DEY
Superintendent

18 Years of Experience
7 Years with Banicki

Experience & Benefit: Matt has built 40-miles of municipal roadways throughout the State of Arizona. As a resident of Chino Valley, Matt has built numerous horizontal projects throughout Yavapai County – including the [Prescott Valley Pipeline Multi-Use Path and Prescott Valley Rodeo Grounds Arena Lighting](#) projects for Banicki. Matt is second-to-none in leading the integration of an Injury Free Environment (IFE) into all work activities, carrying an impressive record of zero lost time accidents on projects under his management.

Role: As Superintendent, Matt is responsible for managing the safe and timely execution of all self-performed and subcontracted operations on each Job Order delivered. A fantastic leader with a professional, results-oriented communication approach – Matt ensures all construction operations are meticulously executed through diligent planning and supervision. He develops detailed work plans for each operation with safety at the forefront. [Matt is a resident of Chino Valley and will be available to meet the City 24/7 with an on-site response time of 30-minutes.](#)

Qualifications: Skanska Superintendent School | OSHA 30 | OSHA Confined Space & Trench Safety | First Aid & CPR Certified | Rule 310 Dust Control Coordinator | Erosion Control Coordinator | ATSSA Traffic Control Supervisor

Location: Prescott Valley Office

Similar Projects: Projects #1, #3 & #4 highlighted in SOQ.

C. VALUE ADDED KNOWLEDGE & EXPERIENCE

WHY IS BANICKI QUALIFIED TO PERFORM THE REQUIRED SERVICES IN THE PRESCOTT AREA?

Banicki is extremely qualified to perform horizontal JOC services within the Prescott area. Banicki's portfolio of 57 JOC contract renewals across 38 JOC contracts all include horizontal construction services. Many of Banicki's JOC contracts also are located within Northern Arizona. The following are Banicki's JOC contracts in locations with similar climate and geology to the City of Prescott:

- » Coconino County – JOC for General Construction Services
- » Coconino County Flood Control District – JOC for General Construction Services
- » City of Flagstaff – JOC for Horizontal Construction Services
- » Town of Camp Verde – JOC for Streets, Stormwater, Sewer, and General Facilities
- » City of Sedona – JOC for Street Maintenance Projects

ARIZONA EXPERIENCE

Banicki's thorough understanding of the JOC delivery method dates back to 2000 when our Firm's Founder Jerry Banicki began working with the Association of General Contractors (AGC) legislative group to win passage of ARS § 34-603 – the legislation that would allow the JOC delivery method to be used for civil construction in Arizona.

In 2004, Banicki was awarded our first JOC Contract with the City of Phoenix for Street Transportation Services. Since that time, we have successfully delivered 643 Job Orders across 38 JOC Master Contracts throughout Arizona. Our commitment to providing exceptional JOC services for our Owners has resulted in 57 JOC Contract renewals, something we are very proud of and work hard to maintain. All of Banicki's JOC Contracts have been for public agencies within Arizona.

CITY OF PRESCOTT EXPERIENCE

Banicki's award-winning performance on the Prescott Valley Pipeline Multi-Use Path demonstrates our robust knowledge of local construction practices, rules, regulations, and procedures. *Operations Manager Lonnie Ferguson and Superintendent Matt Dey were instrumental to the success of the Prescott Valley Pipeline Multi-Use Path and they will be the field leads on all Job Orders delivered for the City.* Lonnie is a lifelong resident of Camp Verde and Matt a lifelong resident of Chino Valley – both have extensive expertise in the local geology, climate, best practices, specifications, and construction methods needed to orchestrate all services for the City.

THE CAPACITY TO DELIVER

JOC EXPERTS

38

 JOC CONTRACTS

Total number of JOC Master Contracts awarded since 2004.

CLIENT SATISFACTION

57

 RENEWALS

Total number of JOC Contract renewals over the past 19 years. Renewals reflect our Owners trust and satisfaction.

CAPACITY TO DELIVER

643

 JOB-ORDERS

Banicki's 643 successfully delivered horizontal Job Orders have an average value of \$247K. We have the flexibility and resources to deliver Job Orders of any size and complexity, always at the best value.

SAFETY DEDICATION

0.70

 EMR

Safety is Banicki's most important Core Value. Banicki's current EMR of 0.70 is directly attributed to our strict emphasis and dedication to safe work practices.

C. VALUE ADDED KNOWLEDGE & EXPERIENCE

BANICKI'S JOB ORDER PROCESS

Banicki's commitment to being one of Arizona's premier JOC contractors is based on our "One Team" collaborative approach to Job Order management. *Our "One Team" approach is based on consensus analysis, shared problem solving, proactive risk management, and value engineering to ensure all aspects of the Job Order are fully constructible during preconstruction.* Our JOC Team integrates key and operations personnel into the preconstruction process – creating "One Team" that will effectively partner with the City to develop optimal construction phasing, all-encompassing traffic control, and best value recommendations to tackle each unique Job Order.

Our JOC Team will collaborate with the City to develop designs and scopes that provide the best solutions for the Job Order and fit the City's budget. Project Manager Marty Muncey will lead Banicki's preconstruction services. Marty will partner with the City and all pertinent stakeholders in a thorough discovery walkthrough prior to the final design, scope development, and costing of each Job Order. The discovery walkthrough facilitates the immediate collaboration of design recommendations, cost saving suggestions, value engineering innovations, and best value construction methodology for each Job Order.

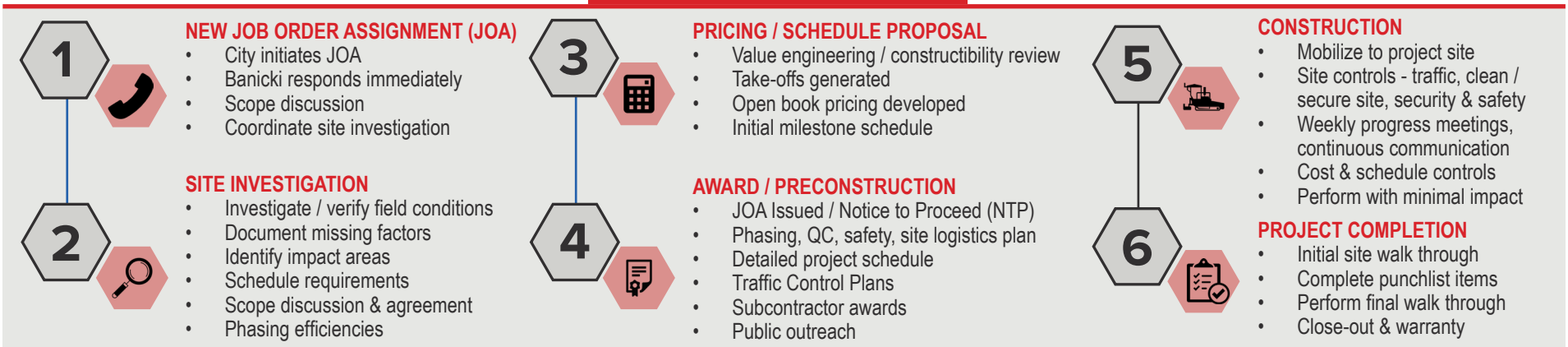
QUALITY CONTROL

Constructing work with the utmost quality and craftsmanship is a Banicki Core Value and expectation. Quality requirements and expectations are planned into every work activity and communicated amongst the crews through our daily task specific briefings. Banicki's QAQC Manager Chad Shedlock brings extensive heavy civil, horizontal, and technical expertise in all aspects of materials testing, quality documentation, and quality management to the JOC Team. Chad works closely with the JOC Team and the City to coordinate all QAQC inspections and testing.

PROJECT SCHEDULING

During the preconstruction phase of each Job Order, Banicki's JOC Team will develop an all-encompassing Critical Path Method (CPM) schedule with pertinent delivery milestones using P6 scheduling software. We will analyze multiple work sequences and resource allocations in the master schedule development, ensuring the City is getting the most efficient critical path possible for the Job Order. *The master CPM schedule will be executed aggressively, monitored daily, and used as the primary communication tool to ensure each Job Order is delivered on schedule.*

BANICKI'S JOC PROCESS



C. VALUE ADDED KNOWLEDGE & EXPERIENCE

SUBCONTRACTOR & SUPPLIER SELECTION PLAN (SSSP)

Banicki's Subcontractor and Supplier Selection Plan (SSSP) will follow our proven standardized selection criteria that fully complies with A.R.S. § 34. Banicki will select subcontractors and suppliers based on a combination of qualifications and competitive bid. Our selection process will begin with the prequalification of firms that have demonstrated their ability to perform exceptional quality work in the field as well as be competitive in price.

Our SSSP will benefit the City by ensuring all pricing is provided through a fair, competitive process that first begins with the early engagement of the local subcontracting market as well as formal SBE and DBE outreach. Our proactive method consists of identifying specific scopes to be subcontracted, reaching out to qualified local firms, formal SBE and DBE solicitation, and as-needed interviews that result in best value for the City.

Banicki maintains a substantial, vetted, and up to date subcontractor and supplier database. After a thorough and well documented solicitation process, we will prequalify firms based on numerous applicable criteria including:

- » EMR & Safety Record
- » Quality of Work
- » Local Experience
- » JOC Experience
- » Ability to Meet the Project Schedule
- » Insurance Limits
- » JOC Experience

A list of prequalified subcontractors and suppliers will be submitted to the City for review and approval at contract inception, prior to requesting proposals for individual Job Orders. Based on our prequalification criteria, specific scope

development, and price analysis, the subcontractors and suppliers providing the best value for their respective scopes of work will be contracted upon City approval. While Banicki self-performs the majority of the services required for this JOC, our SSSP ensures the City is getting best value through the use of qualified local subcontractors for scopes Banicki does not self-perform.

SAFETY

Safety is Banicki's most important Core Value and our top priority in the planning and execution of all work we perform. Banicki's Safety Manager Marc Momcilovich, CHST, will implement our corporate-wide and award-winning Safe and Sound® Injury and Illness Prevention Program throughout the life of all Job Orders. This is a comprehensive program that helps establish safety accountability through all levels of the project while greatly increasing the amount of job and task specific training, even for subcontractors.

We maintain a zero-tolerance policy for compromising safety and will manage each Job Order to enforce and support that attitude. Pre-planning is the most vital element in our construction safety program. Each major operation will first undergo a detailed safety review in which Banicki's Project Team identifies all risks and implements engineering controls and construction best practices to eliminate those risks. No operation will move forward until all risks are accounted for and addressed in a detailed Job Hazard Analysis Plan that will be shared with the City for their review. Banicki holds both daily and weekly pre-shift safety meetings to prepare the field teams for the scheduled tasks and thoroughly detail all risk mitigation controls.

On behalf of the entire Banicki Team, we thank you for the opportunity to submit our Statement of Qualifications!





Request for Statement of Qualifications

For

Job Order Contracting for Public Works / Horizontal Construction Projects

MAYOR AND COUNCIL:

Phil Goode, Mayor
Connie Cantelme, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member
Steve Sischka, Council Member
Clark Tenney, Council Member

CITY CLERK:

Sarah M. Siep

PUBLIC WORKS DEPUTY DIRECTOR:

Gwen Rowitsch

Request for Statement of Qualifications

Job Order Contracting for Public Works / Horizontal Construction Projects

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons or contractors to provide a Request for Statement of Qualification (RSOQ) for Job Order Contracting on Horizontal Construction Projects. Only contractors capable of providing the requested services will receive consideration.

NON-MANDATORY PRE-SUBMITTAL CONFERENCE: February 15, 2023, at 9:00am, City of Prescott Public Works Conference Room at 433 N Virginia Street, Prescott AZ 86301. There will be an optional online Microsoft Teams meeting, please refer to the city website bid listing for further information.

BID OPENING: Thursday, March 9, 2023, at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott, Arizona 86303.

In accordance with local and State law, sealed RSOQs will be received by the Office of the City Clerk at 201 S. Cortez Street, Prescott, Arizona 86303, until 2:00pm on the date specified above, for the services specified herein. Statements will be opened and read aloud at the above noted date, time, and location. Any submittals received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all submittals, and waive any informality deemed in the best interest of the City and to reject the submittals of any persons who have been delinquent or unfaithful in any contract with the City.

Copies of the Request for Statement of Qualifications and Contract Documents are available free of charge on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: February 5 & 12, 2023

Request for Statement of Qualifications

Job Order Contracting for Public Works / Horizontal Construction Projects

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I. GENERAL INFORMATION

The City of Prescott (hereinafter “City”) invites interested and qualified persons or contractors (hereinafter “Contractors”) to submit a written Request for Statement of Qualifications (RSOQ) for Job Order Contracting on Horizontal Construction Projects. Only contractors capable of providing the requested services will receive consideration.

Contracts shall be awarded based on demonstrated competence and qualifications pursuant to ARS § 34-604, MAG Uniform Standard Specification for Public Works, City of Prescott Mag Supplement rev 02-14-2019, Buy American Build America, WIFA and Grant requirements.

All contracts awarded will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1. The value of these contracts will vary based on projected City needs, and available budget. Contracts may be awarded to multiple Contractors, although selection and award of a contract is not a guarantee of work. There currently is no specific list of projects.

To be eligible for consideration, contractors must submit a single RSOQ demonstrating appropriate competence, qualifications, and relevant experience.

The City will apply a one-step process to select the successful contractors under this procurement. The one-step process will involve review and evaluation of the RSOQ to establish a final list. The final list will consist of not less than three (3), depending on submissions but no more than eight (8) of the highest ranked contractors. As project needs arise, contractors from this list may be contacted to determine interest and availability for specific tasks. The final list will remain in effect until June 30, 2025, pursuant to ARS § 34-605. G.1.

A. DESCRIPTION OF WORK

The City periodically has a need for horizontal construction projects as identified by Staff. Projects may include, but are not limited to, new construction, and building and infrastructure renovations for horizontal construction. "Horizontal Construction" means construction of highways, roads, streets, bridges, canals, floodways, earthen dams, landfills, light rail and airport runways, taxiways, and aprons.

Additional Horizontal Construction Examples:

Infrastructure & Transit – Roads and Bridges

Power & Communication – Transmission facilities, electrical lines, and fiber optics

Subterranean- pipelines, sewer, and waterlines

A Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Contractor will perform an ongoing series of individual projects (Job Orders) at different locations, often simultaneously, throughout the City. A Scope of Work for each Job Order discipline may be provided by the City to a number of contractors to solicit competitive price proposals. The actual assignment of projects may vary, and no guarantee is made as to the quantity of work to be awarded.

The maximum amount per Job Order can be up to one million dollars (\$1,000,000.00) with an annual cap (City of Prescott Fiscal Year July 1 – June 30) per Contractor of three million dollars (\$3,000,000.00).

Contractor agrees to perform any or all (but not limited to) the following services which will be specifically enumerated on individual JOC Construction Contracts and amendments to this contract:

- Roadway Grading, Paving, Patching, Rehabilitation and Rejuvenation
- Water, Sewer, and Drainage
- Curbs and Sidewalks
- Excavating
- Repairs
- Striping
- Concrete work
- Sign placement
- Electrical & Lighting
- Landscaping
- Demolition

Construction services covered by the JOC will include, but are not limited to the following:

- Provide preconstruction services.
- Serve as the general contractor during construction.
- Coordinate and manage subcontractors during construction.
- Coordinate with all utilities.
- Attend public meetings and issue notifications (when required).
- Arrange for procurement of materials and equipment.
- Schedule and manage site operations.
- Continue use of a collaborative process.
- Provide quality controls.
- Bond and insure the construction.
- Comply with all federal, state, and local permitting requirements.
- Acquire all applicable permits.
- Maintain a safe work site for all project participants.
- Commissioning.
- Prepare and provide record drawings (when required).
- Provide operations and maintenance manuals (when required).

All work performed by the contractor shall meet all applicable federal, state, and local codes and the Contractor shall be required to obtain all required permits and inspections.

For all of City's projects, the following order of precedence shall govern:

- Special Provisions.
- Construction Plans and Addenda.
- General Provisions and MAG Revisions.
- MAG Standards and Specifications.
- ADOT Standards and Specifications.
- FHWA Manual of Uniform Traffic Control Devices.

The Contractor may be required to attend a scoping meeting for each project and be prepared to discuss the following topics:

- The general scope of the work.
- Applicable designs or sets of plans that guide the project.

- Methods and alternatives for accomplishing the work and value engineering.
- Access to the site and protocol for admission / access.
- Hours of construction operation.
- Staging area.
- Specific quality requirements for equipment and material.
- Requirements for catalog cuts, technical data, samples, shop drawings and incidental design.
- The presence of hazardous materials.
- Temporary services and shutoffs.
- Safety issues / concerns and procedures.
- Construction duration.
- Date on which price proposal is due.
- Provide Subcontractors List.

When a particular project is offered to the contractor, the contractor shall provide a written price proposal for a specific scope of work including a complete list of quantities and prices of parts and materials to be utilized, total labor cost to be broken down by trade, hours for each trade, hourly cost per trade, total dollar cost and Project Schedule and Subcontractor List. The project price proposal shall be all-inclusive with any cost overruns to be absorbed by the Contractor unless change orders are pre-approved by the City.

By executing a price proposal, the Contractor represents that the contractor has visited the project site(s) and become familiar with the construction documents and the local conditions under which the work is to be performed. The City does not undertake to represent or warrant the site or local conditions.

The City will require a subcontract list for each project and reserves the right to reject the contractor's selection of subcontractors on individual projects. Failure to include the subcontractor list in the price proposal submitted for each project shall be cause for rejection of the price proposal as non-responsive.

The City reserves the right to request Job Order proposals from more than one JOC contractor for competitive purposes. The City reserves the right to determine the pricing method on a project-by-project basis.

A separate amendment to the contract must be issued for each Job Order before the commencement of any work by the contractor. The amendment will reference the detailed Scope of Work and amount of compensation.

Payment and performance bonds are required for ALL projects for the full amount of the project. The City, at its sole discretion, may waive this requirement for small projects.

Within seventy-two (72) hours of the announcement of the project award, the contractor shall tender a performance and payment bond for the City to review. This bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this State as issued by the Director of Insurance pursuant to ARS § Title 20, Chapter 2, Article 1. The bond shall conform to the requirements of ARS § Title 20, Chapter 6, Article 8; shall name the City of Prescott, a political subdivision of the State

of Arizona, as the beneficiary/insured; if as a performance bond shall specifically assure the full and final completion of the scope of work entered into herein, and if as a payment bond shall be in an amount not less than the contract price for the full scope of work contracted for herein. The surety shall be a reputable company as determined by the City, and the bond shall otherwise be satisfactory in its scope and content as determined by the City in sole and absolute judgment.

In the event the contractor fails to provide to the City the certificate and proof of bond assurance within seventy-two (72) hours of the announcement of the project award then the City reserves the right to unilaterally rescind the contractor's award of this project.

In the event the contractor provides to the City the certificate and proof of bond assurance and the City determines that the certificate and/or assurance is inadequate in any regard, then the City reserves the right to unilaterally rescind the contractor's award of this project. The City's judgment as to the adequacy of the certificate and the assurance is absolute and final but must be exercised not later than the date and time when the City issues to the contractor the Notice to Proceed with the project. The City waives any objection to the City's adequacy determination if made after the Notice to Proceed is issued unless it is later determined by the City that the tender of proof required herein was made by the contractor, its agents, employees or persons acting on the contractor's behalf, in a manner that is fraudulent or in a manner that demonstrates a negligent misrepresentation of material facts, as determined by the City's sole and absolute judgment.

The contractor shall commence work on the date set forth in the Notice to Proceed. Time being of the essence to the project, the contractor shall therefore prosecute the work diligently, using such means and methods of construction to assure final completion within the time specified in the written price proposal.

The contractor shall supervise and direct the work, using the best skills and attention. They shall be solely responsible for all construction means, methods, techniques, sequences, procedures and for coordinating all portions of the work under the project.

The contractor shall keep on site, during the performance of all work, a competent superintendent who is fluent in English and any necessary assistants, all satisfactory to the City. The superintendent shall represent the contractor and have authority to act for the contractor. The contractor or qualified representative shall attend meetings with the City, at a frequency as determined by the City, for the purpose of coordinating or expediting the work.

B. PROPOSED SCHEDULE

Milestones are estimated to be as follows:

- Request for Statement of Qualifications Advertised February 5 & 12, 2023
- Non-Mandatory Pre-Submittal Conference February 15, 2023, 9:00am
- Questions Due by 5:00 PM March 2, 2023
- RSOQ Due Date/Opening March 9, 2023
- Award of Contract April 25, 2023

All milestones are the earliest dates for planning purposes only and shall not represent any contractual commitment whatsoever on the part of the City.

C. NON-MANDATORY PRE-BID MEETING

There will be a non-mandatory pre-bid meeting on Wednesday February 15, 2023, at 9:00am. Located at 433 N Virginia Street, Prescott AZ 86301. There will be an optional Microsoft Teams meeting with a call-in number. The link to this meeting will be on the City's website.

Microsoft Teams meeting You will need to pre-register.

Please go to the City's website to Pre-register

Meeting ID: 210 819 569 728

Passcode: WKC8mp

Or call in (audio only)

1-469-305-1028

Phone Conference ID: 527 397 979#

D. REQUESTS FOR INFORMATION

Contractors who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

LaTona Jones
Contract and Purchasing Administrator
City of Prescott – Public Works
latona.jones@prescott-az.gov

Requests for information must be received by the project representative prior to 5:00pm on Thursday, March 2, 2023. Responses, or addenda as required, will be issued no later than 12:00pm on Monday, March 6, 2023. Receipt of addenda must be acknowledged on the required form in the Contractor's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. REQUEST FOR STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Responses to this request must be in the form of a Request for Statement of Qualifications (RSOQ), as outlined in this document.

A. GENERAL REQUIREMENTS

Interested Contractors are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet a project's goals and objectives, and other criteria as listed. All information must be provided as requested for all Contractor members and their key personnel to be assigned to a project.

The RSOQ shall address the evaluation criteria and shall include the following:

- Cover letter indicating interest in providing services.
- Location of the Contractor.
- Statement of the Contractor's understanding of the purpose and scope.
- Description of specific technical capabilities, qualifications, and years of prior experience.

- Brief resume for key project team members outlining their credentials and experience.
- Description of at least three (3) but no more than five (5) municipal projects in which the Contractor participated as the primary Contractor. Describe the Contractor's role in the project and scope of work that demonstrates the Contractor's expertise. Provide the name and contact information for each project.
- List of applicable Arizona professional licenses held, including license numbers, and note whether licenses are held by Contractors or individuals.
- List and provide a brief description of projects currently under contract with other government agencies.

The City reserves the right to cancel this request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into one or more of the multiple contracts as specified if determined by the City to be in the City's best interests. The City assumes no liability for the cost of preparing a response to this request.

B. PROPRIETARY INFORMATION

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Contractors shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". Contractors shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Contractors should be aware that the City is required by law to make its records available for public inspection. All Contractors, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the Contractors in the event that the City must legally disclose these materials.

C. SUBMITTAL REQUIREMENTS

Statements shall be submitted as one original submittal along with a flash drive with same submittal which must conform to this request.

The RSOQ shall be limited to no more than ten (10) pages. Pages shall be letter size (8½ x 11 inches), single-sided, with a minimum font size of 12. Combinations of text and graphic material may be used at the Contractor's discretion to appropriately communicate facts and qualifications. Five (5) additional pages of appendices are allowed which may include graphs, charts, photos, or additional resumes.

The cover letter shall not exceed two (2) pages and is not a part of the page count limitation for the RSOQ above. The cover letter shall be on the company's letterhead and shall be signed by an officer or principal of the company with contracting authority.

Within the submittal package (preferably on the RSOQ cover or within the cover letter), provide all contact information including the Contractor's name, address(es), email address(es), website address, phone, and name(s) of principals. This information will be

utilized for all correspondence related to this request. Notification of the final list and assignment of contracts will be delivered to the contact information as provided in the RSOQ.

Do not include any fees, pricing, or additional copies of the RSOQ in the submittal. These materials will not be considered at this time and failure to comply with this provision will result in the rejection of the submittal.

D. DELIVERY OF SUBMITTALS

Sealed RSOQs will be received **before 2:00pm on Thursday, March 9, 2023**, at the **City Clerk's Office, 201 S. Cortez Street, Prescott, Arizona 86303**, at which time all submittals will be publicly opened in the City Council Chambers.

Any submittals received at or after 2:00pm on the above-stated date will be returned unopened. Contractors are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00pm deadline.

The outside of the submittal envelope shall indicate the name and address of the respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

**Request for Statement of Qualifications:
Job Order Contracting for Public Works Projects
Due before 2:00pm on March 9, 2023**

E. MINIMUM TEAM QUALIFICATIONS

Contractors shall possess the qualifications and Arizona licenses as required by law, in addition to having extensive knowledge, expertise and experience for the construction services. Selected Contractors will be required to execute and meet the terms of the City's standard Construction Contract, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council will also be required for award of a contract. A sample agreement is provided with this request.

III. EVALUATION CRITERIA

The RSOQ shall clearly and accurately display the capability, knowledge, and experience of the Contractor to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The RSOQs will be evaluated by a Review Committee appointed by the City according to the following criteria:

A. GENERAL INFORMATION10 points possible

- Brief overview of the Contractor and legal organization of the company
- Applicable licenses held.
- Submission requirements met.
- Identify the location of the Contractor's principal office and local office (if applicable).

B. EXPERIENCE AND QUALIFICATIONS OF THE CONTRACTOR AND KEY PERSONNEL50 points possible

A key element to successful partnerships is the availability and accessibility of selected Contractors to City staff and local citizens. Contractors must demonstrate that the necessary personnel are available within a reasonable time to attend meetings, conduct field investigations and complete other local services as may be required.

- Demonstrate understanding of the purpose and scope.
- Demonstrate years of experience, specific technical capabilities, and qualifications.
- List of comparable projects with work performed and reference information.
- Names and locations of the key personnel proposed for delivering services.

C. VALUE ADDED KNOWLEDGE AND EXPERIENCE30 points possible

The Contractors hired by the City must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.

- Explain why your company is particularly qualified to perform the required services in the Prescott area. Demonstrate the Contractor's knowledge of local geology, climate practices, rules, regulations, and procedures as they relate to the construction services.
- Specific experience of the Contractor within Arizona.
- Specific experience of the Contractor with the City of Prescott.

D. OVERALL EVALUATION10 points possible

This is to be determined by the Review Committee. No submittal response is required. Information obtained from the RSOQ and from any other relevant source, in addition to past experience with the City, may be used in the evaluation and scoring process for this item.

- Overall quality of the RSOQ evidencing interest in providing services.
- Overall evaluation of the Contractor and its perceived ability to provide the required services.

IV. EVALUATION AND SELECTION PROCESS

To qualify for evaluation, the RSOQ must be submitted on time and materially satisfy all requirements identified in this request. If, in the judgment of the City, an RSOQ does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

A. OVERVIEW

This is a qualifications-based selection process as authorized by A.R.S. § 34-604. The process will involve an evaluation and scoring of each Contractor's qualifications and

relevant experience, as indicated in its RSOQ. A Review Committee appointed by the City for this procurement, will individually evaluate the RSOQs according to the criteria and weighting as indicated for each category. Following evaluation of the RSOQs, a final list of the highest ranked Contractors will be determined.

B. FINAL RANKING AND CONTRACT NEGOTIATION

Using the individual Review Committee member's scores from the RSOQs, the committee shall rank the Contractors to generate a final list of at least three (3) but no more than eight (8) Contractors. The City will then notify each of the candidates of the final rankings.

Selected Contractors will be required to execute and meet the terms of the City's standard construction contract including insurance requirements (Exhibit A) in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract.

As project needs arise, multiple Contractors may be contacted to determine interest and availability for specific tasks. Upon successful negotiation of a scope and fee for work, the City will issue an authorization for performing the specified tasks.

C. TERM OF CONTRACT

Award of a contract is not a guarantee of work but is utilized to expedite the process of negotiating specific services as the needs arise. All contracts awarded will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1.

D. TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

E. COOPERATIVE USE OF CONTRACT

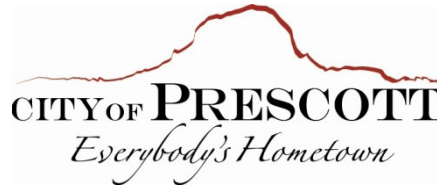
This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

F. PROTEST POLICY

Any protest to the solicitation or award must be filed with the City Clerk's Office by 4:00 PM up to ten (10) days after issuance of the final list. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful Contractors.

The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

- V. ATTACHMENTS**
 - A. SAMPLE CONSTRUCTION CONTRACT**
 - B. INSURANCE REQUIREMENTS**
 - C. FEDERAL GRANT PROVISIONS**
 - D. WIFA AND BABAA INFORMATION**
 - E. CITY OF PRESCOTT MAG SUPPLEMENT REVISION 02142019**



CONSTRUCTION CONTRACT
Job Order Contracting
Contract No. 2020-XXX

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the city of **, county of **, state of **, hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Job Order Contracting and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Request for Statement of Qualifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, and Addenda, as accepted by the Mayor and Council per Council Minutes of **, 20**, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The contract will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1. The value of these contracts will vary based on projected City needs, and available budget. The award of a contract is not a guarantee of work. There is no specific list of projects currently. The Contractor hereby agrees start and to fully complete within the time frame as given on the written notice to proceed for each project assigned.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract Documents and written amendments per project awarded to the contractor. The maximum cost per Job Order can be up to \$*** and the annual cap per contractor is \$***.

ARTICLE V - CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum per MAG per project awarded with the amendment, per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum per MAG per project awarded with the amendment per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees or any of the Contractor's subcontractors. In the event that the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XII - BONDS:

A. On or before the execution of the Job Order Amendment, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 34-222,

conditioned upon the faithful performance of this contract in accordance with the plans, specifications, and conditions herein. Such bond shall be solely for the protection of the City. A copy of this bond shall be filed with the Prescott City Clerk.

- B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.
- C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an “A” rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XIII – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIV – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XV - MISCELLANEOUS:

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.

- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. §34-301, §34-302 & §34-321 or pursuant to any other state or federal statute, court rule, case law or common law.
- D. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- E. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Public Works Director
City of Prescott
433 N. Virginia Street
Prescott, Arizona 86301

**
**
**
**

- F. This Agreement shall be construed under the laws of the State of Arizona.
- G. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- H. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- I. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- J. Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any

such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.

- K. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".
- L. Cooperative Use of Contract: This contract may be extended for use by other municipalities, school districts, and government agencies in the state of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charge and/or procurement rules and regulations of the respective government agency.
- M. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- N. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.

ATTEST:

City of Prescott, a municipal corporation:

 ** (Authorized Signature)

 Philip R. Goode, Mayor

By: _____
 (Printed Name)

Title: _____

Email: _____

 Witness, if Contractor is an Individual

ATTEST:

APPROVED AS TO FORM:

 Sarah M. Siep, City Clerk

 Joseph D. Young, City Attorney

INSURANCE REQUIREMENTS

INSURANCE:

A. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under 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 this Contract 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. Contractor is free to purchase such additional insurance as may be determined necessary.

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott 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.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

VERIFICATION OF COVERAGE:

A. Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required 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 this Contract and remain in effect for the duration of the project and warranty period as set forth in Paragraph 3 of the “Contractor’s Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties”. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Public Works Department, 433 N Virginia Street, Prescott, AZ 86301. 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.

B. MAG Specifications, Sections 103.1 through 103.8, including: Unless otherwise specifically required by the Special Conditions, the minimum limits of public liability and property damage liability shall be as follows:

C. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form –

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

• General Aggregate	\$ 3,000,000
• Products – Completed Operations Aggregate	\$ 3,000,000
• Personal and Advertising Injury	\$ 1,000,000
• Each Occurrence	\$ 1,000,000
• Fire Legal Liability (Damage to Rented Premises) (if applicable)	\$ 100,000

The policy shall be endorsed to include the following additional insured language:

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization

endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 1,000,000
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The policy shall be endorsed to include the following additional insured language:

“The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

Worker’s Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s 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 City of Prescott for losses arising from work performed by or on behalf of the Contractor.

Professional Liability (Errors and Omissions Liability) – *if applicable*

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

1. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

- D. Such policy shall not exclude coverage for the following:
1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
 2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
 3. Injury to or destruction of any property arising out of blasting or explosion.
 4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.
- E. The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Contractor's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).
- F. The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

Federal Grant Provisions

The Contractor and its Subcontractor shall comply with the following grant provisions.

Applicable Laws

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

Federal Legislation

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42
- d. U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- g. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Coastal Zone Management Act, P.L. 93-205, as amended.
- j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- k. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- m. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- n. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq. 3-04-0015-045-2020
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 3-04-0015-045-2020
- i. 29 CFR Part 5 - Labor standards provision applicable to contracts covering Federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- j. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- k. 49 CFR Part 20 - New restrictions on lobbying.
- l. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- n. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- q. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- r. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American

Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

Ban on Texting While Driving

- a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - ii) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

Foreign Market Restrictions

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Non-Discrimination

The City of Flagstaff, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

- a) The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- b) Affirmative steps shall include:
 - i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
 - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises
 - v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Clean Air Act

Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

CONTRACT PACKET for Governmental Borrowers

This packet lists required contract conditions that apply to all Clean Water and Drinking Water Revolving Fund projects and contains forms that must be used in the procurement process. Please review this packet prior to bidding.

PLEASE NOTE

- **This packet, in its entirety, must be physically included in all bidding, solicitation and contract documents.**
- Use of American Iron and Steel (AIS) applies to this project.:
 - AIS includes the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- Federal Davis-Bacon prevailing wages apply to this project.
 - Payment of the wages, fringe benefits and overtime rates is required.
 - The appropriate Federal (Davis-Bacon) Prevailing Wage Decision must be physically incorporated into the bidding and contract documents.
 - The construction category of Heavy (excluding dam construction) should typically be applied to all projects funded by WIFA. If you believe that a different category of wages, such as Building, should be applied to your project or portions of your project, please contact WIFA in advance.
 - Weekly certified payroll submittal is required under the Federal Davis-Bacon laws.
- Compliance with the Civil Rights Act and Equal Employment Opportunity is required.
- Promotion of Small, Minority and Women-owned Businesses and participation in EPA's Disadvantaged Business Enterprise (DBE) Program is required.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Required Contract Conditions

This project is being financed in whole or in part by the Water Infrastructure Finance Authority of Arizona through the Clean Water or Drinking Water Revolving Fund. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply(ies) with these regulations, laws and rules.

1. (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.
2. Equal Employment Opportunity (Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations). Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of Executive Order 11246 as amended by Executive Orders 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.
3. (i) Promoting the use of Small, Minority, and Women-owned Businesses (Executive Orders 11625, 12138 and 12432), (ii) Small Businesses Reauthorization & Amendment Act of 1988 (Section 129 of Pub. L. 100-590), (iii) Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 (Pub. L. 102-389, 42 U.S.C. Sec. 437d), and (iv) Title X of the Clean Air Acts Amendments of 1990 (Pub. L. 101-549, 42 U.S.C. Sec. 7601 note) ("EPA's 10% statute"). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.
4. Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements (40 C.F.R. Part 33).
5. Debarment and Suspension (Executive Order 12549). Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 via this Internet address: <https://beta.SAM.gov>.

6. E-Verify (A.R.S. § 41-4401). A governmental entity shall not award a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). Every government entity shall (i) ensure that every government entity contractor and subcontractor complies with the federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A); (ii) require that every government entity contract include the required provisions listed under A.R.S. § 41-4401(A); and (iii) establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Use of American Iron and Steel

Public Law 113-76, enacted January 17, 2014

SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds (CWSRF and DWSRF) for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

Highlights from EPA Guidance on Use of American Iron and Steel

Complete document available at http://water.epa.gov/grants_funding/aisrequirement.cfm

What is considered American Iron and Steel?

What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

What is a ‘construction material’ for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

What is NOT considered American Iron and Steel?

What is NOT considered a ‘construction material’ for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are NOT considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Use of American Iron and Steel - De Minimis Waiver

Every water infrastructure project involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental.

Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc.

Example of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

EPA has established a public interest waiver for de minimis incidental components. This action permits the use of products when they occur in de minimis incidental components of such projects.

- Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into a project.
- The cost of an individual item may not exceed 1% of the total cost of the materials used in and incorporated into a project.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Davis-Bacon Contract Conditions (Federal Prevailing Wages)

PLEASE NOTE: Federal Davis-Bacon prevailing wages apply to this project. Payment of the wages, fringe benefits and overtime rates is required.

The “subrecipient” referred to throughout the Davis-Bacon contract conditions is the WIFA Borrower.

“WIFA” is the Water Infrastructure Finance Authority of Arizona, State Capitalization Grant recipient, recipient, or the Authority.

Wage Rate Requirements (Also referred to as Attachment 6)

Preamble

With respect to the Clean Water and Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(3)(ii)(A) below and for compliance as described in Section 5.

Requirements for Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient will contact EPA. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <https://www.dol.gov/whd/govcontracts/dbra.htm>.

1. Applicability of the Davis-Bacon prevailing wage requirements.

Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a Clean Water Revolving Fund and to any construction project carried out in whole or in part by assistance made available by a Drinking Water Revolving Fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the State recipient before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination 10 days or less prior to the closing date, the subrecipient may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage

determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument. Typically, the appropriate wage determination would be the one in effect on the date the task order, work assignment or similar instrument is awarded.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

The recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of

all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the

contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the Apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), the State recipient, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3 above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3 above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use WIFA's interview form, Department of Labor's Standard Form 1445, or equivalent documentation to memorialize the interviews. WIFA's interview form and instructions are included with this packet.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate

wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed below and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd.

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

**Clean Water Revolving Fund
Drinking Water Revolving Fund**

Equal Employment

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWRP and DWRP project related contracts and subcontracts over \$10,000:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Disadvantaged Business Enterprises (DBE)

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Certified Disadvantaged Business Enterprises* (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the Borrower for all DWRF and CWRP projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantaged Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantaged Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

5. The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form** to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below:

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

6. The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 - DBE Program Subcontractor Performance Form**. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Borrower.
7. The prime contractor must complete and submit EPA Form 6100-4 DBE Program Subcontractor Utilization Form** as part of the prime contractor's bid or proposal package to the Borrower.
8. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

** A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.*

*** DBE forms can be downloaded from
http://www.epa.gov/osbp/dbe_contract_admin.htm*

ATTACHMENTS

DBE Forms

http://www.epa.gov/osbp/dbe_contract_admin.htm

6100-2 - DBE Program Subcontractor Participation Form

6100-3 - DBE Program Subcontractor Performance Form

6100-4 - DBE Program Subcontractor Utilization Form

Davis-Bacon Forms

WH-1321 - Davis-Bacon poster

WH-347 - Payroll and certification form

SF1444 - Wage Determination Request form

Employee Interview form

American Iron and Steel

Sample Step Certification Letter (Processed/Manufactured)

Sample Step Certification Letter (Shipped/Provided)



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

April 18, 2022

M-22-11

MEMORANDUM FOR HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Shalanda D. Young
Director

SUBJECT: Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws¹ and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency² shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”³

The Act affirms, consistent with Executive Order 14005, *Ensuring the Future Is Made in All of America by All of America’s Workers* (“the Executive Order”), this Administration’s priority to “use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States.”⁴

The Act provides statutory authorities for the Made in America Office (“MIAO”) in the Office of Management and Budget (“OMB”) to maximize and enforce compliance with Made in

¹ “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to Federal financial assistance awards or Federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States. Made in America Laws include laws requiring domestic preference for maritime transport, including the Merchant Marine Act of 1920 (Pub. L. No. 66-261), also known as the Jones Act. Exec. Order No. 14,005, 86 Fed. Reg. 7475, § 2(b) (Jan. 28, 2021), available at <https://www.federalregister.gov/documents/2021/01/28/2021-02038/ensuring-the-future-is-made-in-all-of-america-by-all-of-americas-workers>. Made in America Laws also include laws that give preference to Indian-owned and -controlled businesses, such as the Buy Indian Act (25 U.S.C. 47), that produce items in the United States.

² For the purposes of this guidance, the terms “Federal agency” and “agency” mean any authority of the United States that is an “agency” (as defined in section 3502 of title 44, United States Code), other than an independent regulatory agency (as defined in that section). IIJA, § 70912(3).

³ IIJA, § 70914(a).

⁴ Exec. Order No. 14,005 (see footnote 1).

America Laws.⁵ MIAO aims to increase reliance on domestic supply chains and reduce the need for waivers through a strategic process aimed at: achieving consistency across agencies; gathering data to support decision-making to make U.S. supply chains more resilient; bringing increased transparency to waivers in order to send clear demand signals to domestic producers; and concentrating efforts on changes that will have the greatest impact.⁶

This memorandum provides implementation guidance to Federal agencies on the application of: (1) a “Buy America” preference⁷ to Federal financial assistance programs for infrastructure; and (2) a transparent process to waive such a preference, when necessary. A Federal financial assistance program for infrastructure is any program under which an award may be issued for an infrastructure project, regardless of whether infrastructure is the primary purpose of the award. The term “project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.⁸

Agencies should determine how this guidance is best applied to their infrastructure programs and processes, and consult with OMB, as needed, on establishing criteria, processes, and procedures for applying a Buy America preference and issuing waivers. OMB may update or provide additional guidance, as appropriate, to further assist agencies in the implementation of a Buy America preference.

I. Application of a Buy America Preference

By May 14, 2022, agencies must ensure that all applicable programs comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project.⁹ The Act requires the following Buy America preference:

- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

⁵ IJA, § 70923(a) & (b)(1).

⁶ OMB Memorandum M-21-26, Increasing Opportunities for Domestic Sourcing and Reducing the Need for Waivers from Made in America Laws available at: <https://www.whitehouse.gov/wp-content/uploads/2020/11/M-21-06.pdf>

⁷ For the purposes of this guidance, a “Buy America” preference is a domestic content procurement preference as defined in IJA, § 70912(2).

⁸ IJA, § 70912 (5) & (7).

⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

- (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.^{10, 11}

II. Applicability to Federal Financial Assistance Programs

This guidance applies to all Federal financial assistance as defined in section 200.1 of title 2, Code of Federal Regulations¹²—whether or not funded through IIJA—where funds are appropriated or otherwise made available and used for a project for infrastructure. Federal financial assistance means assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions or donations of property, direct assistance, loans, loan guarantees, and other types of financial assistance. The term “non-Federal entity” includes States, local governments, territories, Indian tribes, Institutions of Higher Education (IHE), and nonprofit organizations.¹³

For purposes of this guidance, for-profit organizations are not considered non-Federal entities. However, this guidance does not alter independent statutory authorities that agencies may have to include domestic content requirements in awards of Federal financial assistance issued to for-profit organizations.

Federal agencies are encouraged to consult with OMB if they are uncertain about the applicability of this guidance to any particular infrastructure program.

Before applying a Buy America preference to a covered program that will affect Tribal communities, Federal agencies should follow the consultation policies established through Executive Order 13175, *Consultation and Coordination with Indian Tribal Governments*, and consistent with policies set forth in the Presidential Memorandum of January 26, 2021, on Tribal Consultation and Strengthening Nation-Nation Relationships. Federal agencies should commence consultation promptly.

This guidance does not apply to “expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.”¹⁴ “[P]re and post disaster or emergency response expenditures” consist of expenditures for financial assistance that are (1) authorized by statutes other than the Stafford Act, 42 U.S.C. §§ 5121 et seq., and (2) made in anticipation of or response to an event or events that qualify as an “emergency” or “major disaster” within the meaning of the Stafford Act, *id.* § 5122(1), (2). Awards made to support the construction or improvement of infrastructure to mitigate the damage that may be caused by a non-imminent future emergency or disaster, such as awards

¹⁰ IIJA, § 70912 (2) & (6)(B)(ii).

¹¹ See Section VIII. of this guidance for more information on construction materials.

¹² IIJA § 70912(4)(A)

¹³ See 2 C.F.R. § 200.1.

¹⁴ IIJA § 70912(4)(B)

made under FEMA’s Flood Mitigation Assistance program,¹⁵ do not qualify as “pre and post disaster or emergency response expenditures.”

Subawards should conform to the terms and conditions of the Federal award from which they flow.¹⁶

The IIJA’s definition of “infrastructure” encompasses public infrastructure projects. Thus, the term “infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property.¹⁷ Agencies should treat structures, facilities, and equipment that generate, transport, and distribute energy - including electric vehicle (EV) charging - as infrastructure.

When determining if a program has infrastructure expenditures, Federal agencies should interpret the term “infrastructure” broadly and consider the definition provided above as illustrative and not exhaustive. When determining if a particular construction project of a type not listed in the definition above constitutes “infrastructure,” agencies should consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public. Projects with the former qualities have greater indicia of infrastructure, while projects with the latter quality have fewer. Projects consisting solely of the purchase, construction, or improvement of a private home for personal use, for example, would not constitute an infrastructure project. Federal agencies are strongly encouraged to consult with OMB when making such determinations.

Agencies should consult with MIAO regarding their readiness to apply the requirements of the Act to covered programs. Agencies with questions regarding the application of a Buy America preference to agency-specific programs, including questions about the possible use of waivers during adjustment periods as agencies work to implement the Act, are advised to reach out to MIAO for technical assistance and advice.

III. Consistency with International Agreements

Pursuant to section 70914(e) of the Act, this guidance must be applied in a manner consistent with the obligations of the United States under international agreements.

IV. Avoid Unnecessary Disruption

The Act makes clear that its preferences apply to a Federal financial assistance program for infrastructure only to the extent that a domestic content procurement preference as described

¹⁵ See 42 U.S.C. § 4104c.

¹⁶ 2 CFR 200.101 (b) (2)

¹⁷ IIJA, § 70912(5).

in section 70914 of the Act does not already apply to iron, steel, manufactured products, and construction materials.¹⁸ Agencies should consider whether existing domestic content requirements meet the standards in the Act, as described in this memorandum. Agencies must make necessary changes to come into compliance with the Act's requirements, while preserving policies and provisions that already meet or exceed the standards required by the Act. For example, a program in which the standards for iron and steel already meet the standards in the Act may nevertheless be required to adopt new standards for manufactured products and construction materials. Maintaining current policies where appropriate avoids unnecessary disruption to programs, or elements of programs, that already meet or exceed Build America, Buy America requirements.

V. Effective Date for Awards

Agencies must ensure that, starting on May 14, 2022, all Federal financial assistance programs for infrastructure comply with the requirements of section 70914 of the Act. Therefore, new awards made on or after May 14, 2022, must take appropriate steps to ensure financial assistance awards comply with these requirements, which may include appropriate terms and conditions¹⁹ incorporating a Buy America preference. Renewal awards and amendments obligating additional funds to existing awards that are executed on or after May 14, 2022, must also include a Buy America preference. This means that agencies must include a Buy America preference in awards issued on or after May 14, 2022, even if Notices of Funding Opportunities for those awards did not include a Buy America preference. In these cases, agencies may consider whether public interest waivers may be needed to avoid undue increases in the time and cost of a project. Similarly, public interest waivers may be needed for awards and amendments made on or after May 14, 2022, where budgets for purchase of covered materials have already been agreed upon (including if materials have been ordered and construction has begun). Consistent with the guidance provided below, agencies should issue waivers judiciously and clearly communicate to recipients the limitations and conditions of any such waivers.

VI. Articles, Materials, and Supplies for Infrastructure

A Buy America preference, as defined in section I of this guidance, only applies to the iron and steel, manufactured products, and construction materials used for the infrastructure project under an award. If an agency has determined that no funds from a particular award under a covered program will be used for infrastructure, a Buy America preference does not apply to that award. Similarly, for a covered program, a Buy America preference does not apply to non-infrastructure spending under an award that also includes a covered project. A Buy America preference applies to *an entire infrastructure project*, even if it is funded by both Federal and non-Federal funds under one or more awards.

A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply

¹⁸ IJIA, § 70917(a) &(b).

¹⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for exemplary language.

to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of or permanently affixed to the structure.

For the purposes of this guidance, an article, material, or supply should only be classified into *one* of the following categories: (1) iron or steel; (2) a manufactured product; or (3) a construction material. For ease of administration, an article, material, or supply should not be considered to fall into multiple categories. Agencies should apply the iron and steel test to items that are predominantly iron or steel, unless another standard applies under law or regulation.

Any waivers from these requirements must be in writing and meet the requirements of section 70914(b).

VII. Issuing Buy America Waivers

Pursuant to Section 70914(c) of the Act, the head of a Federal agency may waive the application of a Buy America preference under an infrastructure program in any case in which the head of the Federal agency finds that—

- (1) applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- (2) types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

Federal agencies are responsible for processing and approving all waivers, including waivers requested by recipients and on behalf of subrecipients. To the greatest extent practicable, waivers should be targeted to specific products and projects.²⁰

Before issuing a waiver, the head of the Federal agency must make publicly available on the agency’s website a detailed written explanation for the proposed determination to issue the waiver and provide at least 15 days for public comment on the proposed waiver.²¹ General applicability waivers are subject to a minimum 30-day public comment period.²² By April 29, 2022, agencies should provide the website address where they will be posting proposed waivers for public comment to MBX.OMB.MadeInAmerica@omb.eop.gov. Pursuant to sections 70914(c) and 70937 of the Act, the waiver must be cross-posted to a centralized waiver transparency website managed by GSA, [BuyAmerican.gov](https://www.buyamerican.gov),²³ no later than November 15, 2022.

²⁰ See Section VII of this guidance for information on waiver principles and criteria.

²¹ Executive Order, § 4(b)(i)(2); IIJA, § 70914(c); IIJA, § 70937 (note that “Buy American” as used in this section also refers to Buy America preferences, per IIJA, § 70932(1)).

²² IIJA § 70914(d)(2)(A)(ii). See Section VII of this guidance for information on general applicability waivers.

²³ [BuyAmerican.gov](https://www.buyamerican.gov) redirects to [MadeInAmerica.gov](https://www.madeinamerica.gov).

To minimize duplication and promote efficiency, MIAO and GSA will coordinate with agencies on the expansion of the existing website's functionality to display waivers for Federal financial assistance and provide further instructions to agencies as necessary.

Federal agencies are responsible for performing due diligence and approving or rejecting waivers consistent with the Act, this guidance, and any other applicable Buy America laws. Federal agencies should notify MIAO in advance of posting an award- or project-level proposed waiver for public comment. However, Federal agencies must consult with MIAO for proposed waivers with broader applicability (such as a general applicability waiver) before posting them for public comment. The purpose of the consultation is to identify any opportunities to structure the waiver in order to maximize the use of goods, products, and materials produced in the United States to the greatest extent possible consistent with law. Federal agencies should send proposed waivers for review to MBX.OMB.MIAwaivers@omb.eop.gov.

Federal agencies must submit to MIAO a proposed waiver for review after the public comment period has concluded. MIAO will review the proposed waiver to determine if it is consistent with applicable law and policy,²⁴ and will notify the Federal agency of its determination.

All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States²⁵ and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.²⁶ In addition, at a minimum and to the greatest extent practicable, each proposed waiver submitted to MIAO should include the following information, as applicable:

- Waiver type (nonavailability, unreasonable cost, or public interest)
- Recipient name and Unique Entity Identifier (UEI)
- Federal awarding agency organizational information (e.g., Common Government-wide Accounting Classification (CGAC) Agency Code)
- Financial assistance listing name and number
- Federal financial assistance program name
- Federal Award Identification Number (FAIN) (if available)
- Federal financial assistance funding amount
- Total cost of infrastructure expenditures, including all Federal and non-Federal funds (to the extent known)
- Infrastructure project description and location (to the extent known)
- List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), and relevant PSC and NAICS code for each.
- A certification that the Federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

²⁴ Executive Order, § 4(c).

²⁵ IIJA, § 70937(c)(2)(A).

²⁶ IIJA, § 70937(c)(2)(D).

- A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach), by the Federal awarding agency and, in the case of a project or award specific waiver, by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
- Anticipated impact if no waiver is issued.
- Any relevant comments received through the public comment period.

The purpose of the information is to ensure that the agency has adequate information to perform due diligence, that MIAO has sufficient information to determine whether the proposed waiver is consistent with law and policy, and that sufficient information is available for public review. Information provided for public review should help interested manufacturers gauge the demand for products for which agencies are considering waiving a Buy America preference.

To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project should be considered the “Cognizant Agency for Made in America” and should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

a. Exceptions for Unforeseen and Exigent Circumstances

In limited situations where there is an urgent need in an unforeseen and exigent circumstance, agencies have the authority to waive the application of Buy America preferences without submitting the waiver for public comment and MIAO determination.²⁷ As an exception to the public transparency requirements of the Act, agencies should exercise that authority only when necessary. Further, to ensure MIAO can fulfill its role as a central and transparent source of Made in America waivers, an agency that issues a waiver without first seeking public comment and MIAO approval must, within 30 days of the waiver’s issuance, submit a report to MIAO explaining its reliance upon the “unforeseen and exigent circumstance” exception.²⁸ MIAO will provide further instructions to agencies on how to submit those reports. Although public posting and MIAO review may be waived in exigent circumstances, agencies remain responsible for performing due diligence appropriate to the circumstances, consistent with the principles and criteria in paragraphs VII(b) and (c) below.

²⁷ IIJA, § 70937(b)(2).

²⁸ This reporting process was established pursuant to Executive Order 14,005, § 4(d) and OMB Guidance on Improving the Transparency of Made in America Waivers available at: <https://www.whitehouse.gov/wp-content/uploads/2021/10/Guidance-Memo-Improving-the-Transparency-of-Made-in-America-Waivers.pdf>.

b. Waiver Principles and Criteria

To ensure they are scrupulously monitoring, enforcing, and complying with applicable Buy America Laws and minimizing the use of waivers,²⁹ agencies must apply standard criteria to determine whether to grant a waiver in a given circumstance. Agencies with existing criteria must review it for consistency with this guidance and update it as appropriate. All other agencies must establish criteria.

Agencies may reject or grant waivers in whole or in part. To the greatest extent practicable, waivers should be issued at the project level and be product-specific. Overly broad waivers undermine market signals designed to boost domestic supply chains, particularly for key articles, materials and supplies in critical supply chains (i.e., critical supply chains identified in Executive Order 14017, *America's Supply Chains*). When necessary, agencies may consider issuing a waiver that has applicability beyond a single project; however, agencies should always issue, construe, and apply waivers to ensure the maximum utilization of goods, products, and materials produced in the United States, consistent with applicable law. Federal agencies may consult with MIAO when establishing or modifying criteria for granting waivers. They may also work within the Made in America Council, a practice that will help to foster consistency across agencies to the greatest extent practical and appropriate, given agency and program missions.

Federal agencies should use the following principles before issuing a waiver of any type:

- **Time-limited:** In certain limited circumstances, a Federal agency may determine that a waiver should be constrained principally by a length of time, rather than by the specific projects to which it applies. Waivers of this type may be appropriate, for example, when an item that is “nonavailable” is widely used in projects funded by a particular program’s awards. When issuing such a waiver, the agency should identify a short, definite time frame (e.g., no more than one to two years) designed to ensure that, as domestic supply becomes available, domestic producers will have prompt access to the market created by the program.
- **Targeted:** Waivers that are not limited to particular projects should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) necessary. Waivers that are overly broad will tend to undermine domestic preference policies. Broader waivers will receive greater scrutiny from MIAO.
- **Conditional:** Federal agencies are encouraged to issue waivers with specific conditions that support the policies of the Act and the Executive Order.

These principles and criteria should be viewed as minimum requirements for the use of waivers by Federal agencies.³⁰

Nonavailability Waivers

Before granting a nonavailability waiver, agencies should consider whether the recipient has performed thorough market research, which may be accomplished with assistance from the agency, and adequately considered, where appropriate, qualifying alternate items, products, or

²⁹ IJA § 70933(2).

³⁰ See Section IV. of this guidance for agencies that have existing regulations or guidance.

materials. Waivers should describe the market research activities and methods to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources. Agencies are encouraged to engage with the Made in America Council to develop resource lists for common items, goods, or materials.

Unreasonable Cost Waivers

An unreasonable cost waiver is available if the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. Before granting an unreasonable-cost waiver, to the extent permitted by law, agencies should ensure the recipient has provided adequate documentation that no domestic alternatives are available within this cost parameter. Agencies may assist recipients in gathering documentation.

For requests citing unreasonable cost as the statutory basis of the waiver, the waiver justification must include, as applicable, a comparison of the cost of the domestic product to the cost of the foreign product or a comparison of the overall cost of the project with domestic products to the overall cost of the project with foreign-origin products, pursuant to the requirements of the applicable Made in America law.³¹ Publicly available cost comparison data may be provided in lieu of proprietary pricing information.³² Unreasonable-cost waivers should be no broader than necessary.

Public Interest Waivers

A waiver in the public interest may be appropriate where an agency determines that other important policy goals cannot be achieved consistent with the Buy America requirements established by the Act and the proposed waiver would not meet the requirements for a nonavailability or unreasonable cost waiver. Such waivers shall be used judiciously and construed to ensure the maximum utilization of goods, products, and materials produced in the United States.³³ To the extent permitted by law, determination of public interest waivers shall be made by the head of the agency with the authority over the Federal financial assistance award.³⁴

Public interest waivers may have a variety of bases. As with other waivers, they should be project-specific whenever possible, as what is in the public interest may vary depending upon the circumstances of the project, recipient, and specific items, products, or materials in question.

Federal agencies may wish to consider issuing a limited number of general applicability public interest waivers in the interest of efficiency and to ease burdens for recipients. The agency remains responsible for determining whether such a waiver is appropriate to apply to any

³¹ IIJA, § 70937(c)(2)(B).

³² IIJA, § 70937(c)(2)(B).

³³ IIJA, § 70935(a).

³⁴ IIJA, § 70935(b).

given project; the Made in America Office will not review each application of such a waiver. The following are examples of types of public interest waivers an agency may consider issuing.³⁵

- **De Minimis:** Ease of administration is important to reduce burden for recipients and agencies. Federal agencies may consider whether a general applicability public interest waiver should apply to infrastructure project purchases below a de minimis threshold. An agency may consider whether a public interest waiver should apply when necessary to ensure that recipients and Federal agencies make efficient use of limited resources, especially if the cost of processing the individualized waiver(s) would risk exceeding the value of the items waived. Agencies may consider adopting an agency-wide public interest waiver that sets a de minimis threshold, for example, of 5 percent of project costs up to a maximum of \$1,000,000.
- **Small Grants:** Agencies may wish to consider whether it is in the public interest to waive application of a Buy America preference to awards below the Simplified Acquisition Threshold. This type of waiver may be particularly relevant in the initial years after enactment of IIJA, and may be phased out over time as agencies develop efficient waiver review capabilities.
- **Minor Components:** Agencies may wish to consider whether it is in the public interest to allow minor deviations for miscellaneous minor components within iron and steel products. A minor components waiver in the public interest may allow non-domestically produced miscellaneous minor components comprising no more than 5 percent of the total material cost of an otherwise domestically produced iron and steel product to be used. It would not be in the public interest to use a minor components waiver to exempt a whole product from the iron and steel requirements, or to allow the primary iron or steel components of the product to be produced other than domestically.
- **Adjustment Period:** Agencies should consider whether brief, time limited waivers to allow recipients and agencies to transition to new rules and processes may be in the public interest.
- **International Trade Obligations:** If a recipient is a State that has assumed procurement obligations pursuant to the Government Procurement Agreement or any other trade agreement, a waiver of a Made in America condition to ensure compliance with such obligations may be in the public interest.
- **Other Considerations:** A waiver may be in the public interest in one circumstance, but not in another, and considerations will depend upon the nature and amount of resources available to the recipient, the value of the items, goods, or materials in question, the potential domestic job impacts, and other policy considerations, including sustainability, equity, accessibility, performance standards, and the domestic content (if any) of and conditions under which the non-qualifying good was produced.

All proposed waivers citing the public interest as the statutory basis must include a detailed written statement, which shall address all appropriate factors, such as potential

³⁵ The list is not exhaustive and no agency is required to issue the types of waivers noted as examples. As with other general applicability waivers, generally applicable public interest waivers must be reviewed at least every five years and more often as appropriate.

obligations under international agreements, justifying why the requested waiver is in the public interest.³⁶

Before granting a waiver in the public interest, to the extent permitted by law, agencies shall assess whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products.³⁷ Agencies may consult with the International Trade Administration (ITA) in making this assessment if the granting agency deems such consultation to be helpful. The agency shall integrate any findings from the assessment into its waiver determination as appropriate.³⁸ MIAO will work with ITA and agencies to develop standard processes to expedite this required assessment, such as by ensuring agencies know how to easily access lists of dumped or injuriously subsidized products.

c. General Applicability Waivers

The term “general applicability waiver” refers to a waiver that applies generally across multiple awards. A general applicability waiver can be “product-specific” (e.g., applies only to a product or category of products) or “non-product specific” (e.g., applies to all “manufactured products”).

General applicability waivers should be issued only when necessary to advance an agency’s missions and goals, consistent with IIJA, the Executive Order, and this guidance. For example, an agency might issue a general waiver for a product for which there are well-established domestic sourcing challenges. General applicability waivers will require appropriate justification from the Federal agency.

Federal agencies with one or more existing general applicability waivers, including public interest waivers, must review such waivers within five years of the date on which the waiver was issued. Agencies issuing new general applicability waivers must review such waivers at least every five years from the date of issuance. Agencies are encouraged to review general applicability waivers more frequently, when appropriate. In conducting a review of any general applicability waiver, the head of a Federal agency shall—

- (A) publish in the *Federal Register* a notice that—
 - (i) describes the justification for a general applicability waiver; and
 - (ii) requests public comments for a period of not less than 30 days on the continued need for a general applicability waiver; and
- (B) publish in the *Federal Register* a determination on whether to continue or discontinue the general applicability waiver, considering the comments received in response to the notice published under paragraph (A).³⁹

³⁶ IIJA, § 70937(c)(2)(C).

³⁷ Executive Order, § 5.

³⁸ Executive Order, § 5.

³⁹ IIJA, § 70914(d)(1) & (2).

For a period of five years beginning on the date of enactment of the Act, paragraphs (A) and (B) above shall not apply to any product-specific general applicability waiver that was issued more than 180 days before November 15, 2021.⁴⁰

By no later than November 15, 2022, agencies with existing, non-product specific general applicability waivers that were issued more than five years before November 15, 2021 should promptly commence review of each such waiver by publishing a *Federal Register* notice as required in section 70914(d)(2)(A) of the IIJA. Should the review justify retaining the waiver, agencies should consider narrowing the waiver in a manner that would support supply chain resilience and boost incentives to manufacture key products domestically, as appropriate.

To ensure prompt commencement of projects funded by IIJA, MIAO plans to work with agencies to expedite consideration of general applicability waivers for products or categories of products for which domestic sourcing challenges have been well documented. Agencies should align such waivers with complementary policies, such as work to boost supply chain resiliency and domestic employment. General applicability waivers should include appropriate expiration dates designed to ensure that, once available, Buy America qualifying products receive appropriate consideration.

VIII. Preliminary Guidance for Construction Materials

For construction materials, the Act requires that, not later than 180 days after November 15, 2021, OMB must issue standards that define the term “all manufacturing processes” in the case of construction materials. These standards must require that each manufacturing process required for the manufacture of the construction material and the inputs of the construction material occurs in the United States. They must also reflect efforts to maximize the direct and indirect jobs benefited or created in the production of the construction material.⁴¹

Although the deadline to issue such guidance has not yet passed, OMB is providing preliminary and non-binding guidance to assist agencies in determining which materials are construction materials so that agencies can begin applying Buy America requirements to those materials. This preliminary guidance addresses the requirements as set forth in section 70915(b) of the IIJA while providing sufficient time for OMB to receive additional stakeholder input.

The IIJA finds that “construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴²—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);

⁴⁰ IIJA, § 70914(d)(3).

⁴¹ IIJA, § 70915(b).

⁴² IIJA, § 70917(c)(1).

- lumber; or
- drywall.⁴³

To provide clarity to item, product, and material manufacturers and processors, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

Pending OMB's issuance of final standards on construction materials, and absent any existing applicable standard in law or regulation that meets or exceeds these preliminary standards, agencies should consider "all manufacturing processes" for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material. OMB is seeking additional stakeholder input before issuing further guidance identifying initial manufacturing processes for construction materials that should be considered as part of "all manufacturing processes."

Agencies should consult with MIAO, as needed, to ensure that any waiver issued for construction materials is explicitly targeted and time-limited, in order to send a clear market signal that additional standards for "all manufacturing processes" in the case of construction materials will be forthcoming.

⁴³ See IJA, § 70911(5).

Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Where applicable, the Federal agency must include appropriate terms and conditions in all awards, in accordance with applicable legal requirements and its established procedures, in order to effectuate the requirements of the Act and this guidance. The following is sample language.

To achieve the greatest possible consistency across agencies and programs, agencies should send their proposed terms and conditions to MIAO for review prior to incorporating them into applicable awards. Agencies should begin including appropriate language in NOFOs published *before* May 14, 2022 to provide applicants fair notice of the Buy America conditions that will apply to funds obligated on or after that date.

** ** **

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials⁴⁴ are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

⁴⁴ Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [\[link to awarding agency web site with information on currently applicable general applicability waivers\]](#).

*Definitions*⁴⁵

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴⁶—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

⁴⁵ Federal agencies may choose to provide definitions on a public-facing website and reference that website in the terms and conditions, rather than including all definitions in the terms and conditions itself. If an agency chooses to do provide definitions on a public-facing website, it is not considered a deviation from the terms and conditions provided and does not need to be reviewed by OMB.

⁴⁶ IIIA, § 70917(c)(1).

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.



SUPPLEMENT TO THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION

Technical Specifications

February 14, 2019

City of Prescott Public Works
433 N. Virginia Street, Prescott, Arizona 86301
Ph: 928.777.1130 | TDD: 928.777.1100 | Fax: 928.771.5929

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NEW 2/14/19 REVISIONS

New Specifications:

- Section 102 Bidding Requirements and Conditions
- Section 103 Award and Execution of Contract
- Section 110 Notification of Changed Conditions and Dispute Resolution
- Section 703 Riprap

Specifications Rewritten, or With Major Updates:

- Section 100 General Conditions
- Section 101 Abbreviations and Definitions
- Section 104 Scope of Work
- Section 105 Control of Work
- Section 106 Control of Materials
- Section 107 Legal Regulations and Responsibility to Public
- Section 108 Commencement, Prosecution and Progress
- Section 109 Measurements and Payments
- Section 205 Roadway Excavation
- Section 321 Placement and Construction of Asphalt Concrete Pavement
- Section 340 Concrete Curb, Gutter, Sidewalk, Curb Ramps, Driveway and Alley Entrance
- Section 405 Survey Monuments
- Section 611 Water, Sewer and Storm Drain Testing
- Section 630 Tapping Sleeves, Valves and Valve Boxes on Water Lines

Specifications With Minor Updates:

- Section 206 Structure Excavation and Backfill
- Section 211 Fill Construction
- Section 301 Subgrade Preparation
- Section 306 Mechanically Stabilized Subgrade – Geogrid Reinforcement
- Section 310 Placement and Construction of Aggregate Base Course
- Section 317 Asphalt Milling
- Section 329 Tack Coat
- Section 336 Pavement Matching and Surfacing Replacement
- Section 345 Adjusting Frames, Covers and Valve Boxes
- Section 350 Removal of Existing Improvements
- Section 401 Traffic Control
- Section 402 Pavement Markings and Striping
- Section 403 Permanent Signing, Sign Posts and Delineators
- Section 404 Loop Detectors
- Section 430 Landscaping and Planting
- Section 431 Landscape Rock

- Section 505 Concrete Structures
- Section 601 Trench Excavation, Backfilling and Compaction
- Section 610 Water Line Construction
- Section 612 Temporary Water Mains (Fly Lines)
- Section 615 Sanitary Sewer Line Construction
- Section 618 Storm Drain Construction
- Section 625 Manhole Construction and Drop Sewer Connections
- Section 626 Manhole Coatings
- Section 650 Abandonment and Removal of Water Main
- Section 651 Abandonment and Removal of Sanitary Sewer
- Section 701 Aggregate
- Section 710 Asphalt Concrete
- Section 725 Portland Cement Concrete

Details That Have Been Updated:

- All references to COP Standard Details to correspond with updated City of Prescott General Engineering Standards

PART 100 – GENERAL CONDITIONS

ADD the following section to Part 100- General Conditions:

SECTION 100: GENERAL CONDITIONS

100.2 STANDARD SPECIFICATIONS AND DRAWINGS

(A) Standard details and specifications for the project shall be the most recent versions of the Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (MAG Details/MAG Specifications), City of Prescott Supplement to MAG Standards (COP Supplement), City of Prescott General Engineering Standards (COP GES), Prescott City Code (City Code) and Arizona Revised Statutes (A.R.S.), except as modified in the project plans and specifications.

(B) Other standard specifications and details will be incorporated within the plans, project documents and specifications by reference, as necessary. These may include references to the Arizona Department of Transportation Standard Specifications for Roadway and Bridge Construction (ADOT Specifications), Arizona Department of Environmental Quality (ADEQ), Manual on Uniform Traffic Control Devices (MUTCD) (with Arizona Supplement), American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), and others.

100.3 GENERAL NOTES

(A) All construction shall conform to the most recent versions of the MAG Standards, COP Supplement to MAG, and the COP GES, unless specifically modified on the plans.

(B) It shall be the Contractor's responsibility to obtain copies of all standards, details and specifications necessary to completely and accurately interpret the plans.

(C) All plans are null and void 1 year from date of signature if construction has not started.

(D) All quantities shown on plans are approximate, are not verified by the Engineer, and are furnished solely for the Contractor's convenience. They do not necessarily correspond to bid schedule items. Payment shall be based on bid schedule items for actual quantities provided and installed. The Contractor shall not be relieved of their responsibility for independently estimating work quantities prior to bidding. If any discrepancy in quantities is found, Contractor shall notify the Engineer of such no later than 24 hours prior to bid opening.

(E) A City right-of-way permit will be required for all off-site construction and construction within the public right-of-way.

(F) It is the sole responsibility of the Contractor to obtain, at the Contractor's own expense, such permits as are required from the appropriate agencies.

(G) The Public Works Department shall be notified a minimum of 24 hours prior to beginning any construction in the public right-of-way at (928) 777-1176.

(H) Inspection is to be done by the City Public Works Department.

(I) Any work performed without the knowledge of the City Inspector or the Inspector's authorized representative is subject to removal and replacement of same, to be done at the Contractor's expense.

(J) All work and materials, which do not conform to the specifications, are subject to removal and replacement at the Contractor's expense.

- (K) Approval of a portion of the work in progress does not guarantee its final acceptance. Testing and evaluation may continue until the written final acceptance of a complete and workable unit.
- (L) The City may suspend the work by written notice when, in its judgment, progress is unsatisfactory, work being done is unauthorized or defective, weather conditions are unsuitable, or there is a danger to the public health and safety.
- (M) The Contractor shall provide sufficient men and equipment on the job at all times during construction to comply with specifications and to complete work.
- (N) The Contractor shall be responsible for construction surveying and layout.
- (O) The Contractor shall notify Arizona 811 (formerly Arizona Blue Stake) at 1-800-STAKE-IT (1-800-782-5348) between 6 a.m. and 5 p.m. Arizona time, Monday-Friday (excluding State holidays), at least 48 hours prior to construction.
- (P) It is the Contractor's responsibility to locate all underground pipelines, telephone, communication and electric conduits and structures in advance of any construction and will observe all possible precautions to avoid any damage to such. The Engineer and/or City will not guarantee any locations as shown on these plans, or those omitted from it.
- (Q) The Contractor is to uncover all existing lines being tied into and verify grades, pipe material, and pipe diameter before material submittals and planned construction activities.
- (R) The Contractor shall comply with all ADEQ requirements.
- (S) All water lines shall be provided with 12 AWG HS-CCS wire. Trace wire shall be subject to traceability test. Testing is to be by the Contractor and witnessed by the City Representative and at no extra cost to the City.
- (T) Water and sewer separation shall be pursuant to Arizona Administrative Code (AAC) R18-5-502.C. and City specifications.
- (U) Water mains shall be subject to a pressure and leakage test in accordance with the American Water Works Association (AWWA) C600 Standard.
- (V) Water mains shall be disinfected in accordance with ADEQ Engineering Bulletin No. 8 "Disinfection of Water Systems".
- (W) Operation of valves to be done by City personnel only.
- (X) All pipeline materials shall be installed per manufacturer's requirements unless superseded by City specifications.
- (Y) All materials for water line construction shall meet AAC R18-4-119.
- (Z) ADEQ requirements will apply when more stringent than MAG Specifications; more specifically where they pertain to maximum allowable sewer line/pressure sewer line exfiltration-infiltration rates.
- (AA) Sewer line low-pressure air tests shall be done on 100 percent of all sanitary sewer lines.
- (BB) Sewer manholes exfiltration tests shall be done on 100 percent of all manholes. Vacuum testing in accordance with City standards may be used in lieu of exfiltration test.
- (CC) Sewer line deflection tests shall be done on 100 percent of all pipes.
- (DD) Prior to project acceptance, the Contractor shall be responsible for providing the City with a video (DVD format) of the entire sewer main installed including service laterals. A City Representative shall attend the video data collection. If the City is not present during the video data collection, the City may require that the video data be redone, at the Contractor's expense, with the City Representative present. The video will be reviewed and deemed acceptable by the City prior to project acceptance.

- (EE) Acceptance of the completed work will not be given until 3 ml Mylar as-built reproducible plans and all required digital files have been submitted by the Engineer of Record and approved by the Engineer.
- (FF) The Contractor shall warrant all work for a minimum of 2 years after formal acceptance of the work.

SECTION 101: ABBREVIATIONS AND DEFINITIONS

101.2 DEFINITIONS AND TERMS

REVISE and ADD the following:

Agency/City/Contracting Agency/Owner: Interchangeable to mean, the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, unless otherwise noted; and meant as the governmental agency/legal entity for which the work is being done, either by permit or contract.

City's Representative: The authorized representative of the City, which may be an individual or a firm, or their assistants assigned to the project work, the project site, or any part thereof during the performance of the work by the Contractor and until final acceptance.

County: Yavapai County, organized and existing under and by virtue of the laws of the State of Arizona.

Director: The City of Prescott Public Works Director, or their designee, representative or assistants, unless otherwise noted.

Engineer: The duly authorized person, or their designees, employed by or contracted with the City of Prescott who is responsible for all aspects of the project and with the authority to make revisions to and approve the changes to the plans or specifications.

Engineer of Record: The Engineer of Record is a Civil Engineer registered in the State of Arizona by the Board of Technical Registration and is responsible for design, calculations and preparation of contract documents. The Engineer of Record shall provide field observation, compile, review and comment on project documentation, material testing reports and prepare as-built drawings.

Materially Unbalanced Bid: A bid that generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the City.

Mathematically Unbalanced Bid: A bid containing lump sum or unit bid prices that do not reflect reasonably anticipated actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

Notice Inviting Bids: Refers to the standard forms inviting proposals or bids.

SECTION 102: BIDDING REQUIREMENTS AND CONDITIONS

102.2 CONTENTS OF PROPOSAL PAMPHLET

ADD the following:

All standard specifications and details referenced, unless otherwise noted, shall conform to the most current editions, including revisions thereto.

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK

ADD the following:

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in or omissions from the plans or specifications, they shall submit to the Director a written request for an interpretation or correction thereof no later than 5 working days before bid or proposal opening. The person submitting the request will be responsible for its prompt delivery. Interested bidders may call, email or visit the office of the Director with any questions up to 5:00 PM on the fifth working day prior to the bid opening date. The City will no longer address or interpret any general questions or comments after that time. Should any issue be determined significant to the project by the Director, appropriate action will be taken. Any interpretation or correction of the proposed documents will be made available to prospective bidders a minimum of 3 working days prior to the bid opening date. Any correction of the contract documents will be made only by an addendum duly issued by the City and a copy of such addendum will be available on the City's website. The City will not be responsible for any other explanations or interpretations of the documents.

102.5 PREPARATION OF PROPOSAL

ADD the following:

(D) If the proposal is made by an individual, it shall be signed and the individual's full name and address shall be given. If it is made by a partnership, it shall be signed with the partnership name and by a general partner of the firm who shall also sign their own name, and the name and address of each partner shall be given; and, if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers.

All submittal forms are contained in the Notice Inviting Bid and must be submitted as part of the bid.

ADD the following subsection to 102.5 Preparation of Proposal:

102.5.1 Instructions for Preparing Proposal

Payment for all work performed under this contract shall be based on the units as shown in the bidding schedule. Payment of the bid items as stated in the Contractor's proposal for the completed work, shall be compensation in full for the furnishing of all overhead, labor, materials, devices, equipment and appurtenances included in the work as are necessary to complete the total work under this contract in a good, neat, and satisfactory manner as indicated on the plans, as described in the specifications, and as otherwise implied or required to fulfill the objective of the work.

All construction elements, as identified in the bid schedule, shown on the plans or details or described in the special provisions, are required for the construction and are to include all costs associated with earthwork, trenching, subgrade construction, valves, fittings, tapping sleeves, appurtenances, utility boxes, bedding, pavement replacements, hauling, placing, disposing of, start up, testing, certifying, or any other associated work and materials required for a complete in place and operable item of construction. All work items and materials not specifically itemized in the bid schedule and that are required for construction are to be considered incidental to the total project bid amount.

It is the intent of the contract that maximum payment shall not exceed the agreed unit price without duly authorized contract amendments. Each item, fixture, piece of equipment, work, etc., as indicated on the plans, or specified anywhere in these documents shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item, and the total system or systems.

Any and all patents, license fees, insurance premiums, etc., for the right to use equipment or processes included in this contract shall be included in the total bid price.

Cost of testing, and other incidental operations, profit and overhead cost, including the cost of supervision, temporary field offices, move-in, move-out, insurance, taxes, equipment not a permanent part of the job, and other incidental items, shall be included in the total bid price.

The "Total Amount of Bid" must be filled out by the bidder. In case of any discrepancy between the price in figures and price in written words, as written or corrected, the price in written words shall be presumed to be correct unless obviously in error, and shall be considered as the Contractor's correct and intended bid.

Bids shall not contain any recapitulations of the work to be done. Alternative proposals will not be considered unless called for.

102.6 SUBCONTRACTORS LIST

REMOVE the first paragraph in its entirety and REPLACE with the following:

The Subcontractors List must be completed, attached and submitted along with the bidding schedule. Only 1 name shall be listed for each category.

102.7 IRREGULAR PROPOSALS

ADD the following:

- (F) If the bid is mathematically unbalanced.
- (G) If the bid is materially unbalanced.

102.9 SUBMISSION OF PROPOSAL

ADD the following:

Bids shall be delivered to the office of the City Clerk, City of Prescott, Arizona, before the day and hour set for the submittal of bids in the Notice Inviting Bids as published. Bids shall be enclosed in a sealed envelope bearing the title of the work and the name of the bidder. It is the sole responsibility of the bidder to ensure the bid is received in proper time.

102.13 SUCCESSFUL BIDDERS

REMOVE in its entirety and REPLACE with the following:

The successful bidder may obtain 1 set of plans and specifications for the project at no extra cost.

ADD the following subsection to Section 102- Bidding Requirements and Conditions:

102.14 ADDENDA

Any addenda issued during the time of bidding, forming a part of the documents issued to the bidder for the preparation of a bid, shall be covered in the bid and shall be made a part of the contract. Addenda may be issued until noon on the third working day prior to the bid opening date. It is the prospective bidder's responsibility to check for addenda related to this procurement. Addenda will be posted on the City's website.

SECTION 103: AWARD AND EXECUTION OF CONTRACT

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.1 Confirmation of Bid

At any time after the opening of the bids, the Director may require any bidder on the project to confirm such bid in writing prior to contract award. An acknowledgement will be sent to the bidder to certify the prices bid have been reviewed and to confirm work can be completed in accordance with the requirements of the contract documents, plans and specifications in the total bid amount stated in the bidding schedule.

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.2 Experience and Qualifications

When requested by the City, the bidder shall supply a list of all public projects begun within the previous 3 years prior to contract award. The project list shall contain all public projects entered into by the bidder and shall include the project name and location, original and final contract amounts, project status and a contact name and information for each project. The bidder shall provide a description and explanation for any projects that were not completed successfully. Failure to provide complete and factual information may be grounds for rejection of the bid in accordance with City Procurement Code 1-27-18(K).

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.3 Pre-Award Conference

The City may require the apparent low bidder to attend a pre-award conference in order to establish that the bidder fully understands the scope, complexity and expectations of the project as described in the contract documents; to discuss issues, concerns, risk areas and how to minimize them within the bounds of the contract; and to determine that the apparent low bidder is the most responsible and/or most qualified bidder in accordance with City Procurement Code 1-27-18(K).

The purpose of the pre-award conference is to ensure that all participants are apprised of their responsibilities and obligations regarding all applicable laws, rules, regulations and ordinances contained in the contract documents prior to entering into a contract.

103.3 AWARD OF CONTRACT

REMOVE the first paragraph in its entirety and REPLACE with the following:

The contract will be awarded to the lowest qualified bidder complying with these instructions and with the Notice Inviting Bid. The City, however, reserves the right to accept or reject any or all bids if it deems it best for the public good, and to waive any informality in the bids received. The award, if made, will be within 60 calendar days after the opening of bids.

ADD the following subsection to 103.3 Award of Contract:

103.3.1 Assignment of Contract

No partial or full assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received there under by the Contractor, will be recognized by the City unless such assignment has had prior written approval of the City and the surety has been given due notice of such assignment in writing and has consented thereto in writing.

103.6 CONTRACTOR'S INSURANCE

ADD the following:

The Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under 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, the Contractor's agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for a contract 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 a contract by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. The Contractor is free to purchase such additional insurance as may be determined necessary.

(A) Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

- (1) On insurance policies where the City is named as an additional insured, the City 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.
- (2) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(B) Notice of Cancellation: With the exception of a 10 day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a 30 day written notice.

(C) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

(D) Verification of Coverage: The Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required 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 this contract and remain in effect for the duration of the project and warranty period as set forth in Paragraph 3 of the “Contractor’s Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties”. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this contract shall be sent directly to the Public Works Department, 433 N. Virginia Street, Prescott, AZ 86301. 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.

(E) Such policy shall not exclude coverage for the following:

- (1) Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
- (2) Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
- (3) Injury to or destruction of any property arising out of blasting or explosion.
- (4) Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

(F) The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in the Contractor’s name and also in the name of the City in an amount of at least 100 percent of the contract amount (if applicable).

(G) The Contractor shall secure “all risk”-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than 100 percent of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

103.6.1 General

REMOVE item (A) in its entirety and REPLACE with the following:

(A) The Contractor shall provide and maintain, during the life of the contract, General Liability, Automobile Liability, and Worker’s Compensation Insurance as provided herein.

Unless otherwise specifically required by the special provisions, the minimum limits of public liability and property damage liability shall be as provided herein.

The Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

- (1) Commercial General Liability: Occurrence Form

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

- General Aggregate \$3,000,000
- Products – Completed Operations Aggregate \$3,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Legal Liability (Damage to Rented Premises) (if applicable) \$100,000

The policy shall be endorsed to include the following additional insured language:

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the Contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

(2) Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or 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 City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

(3) Worker’s Compensation and Employer’s Liability:

- | | |
|--------------------------|-------------|
| Worker’s Compensation | Statutory |
| Employer’s Liability | |
| • Each Accident | \$1,000,000 |
| • Disease- each employee | \$1,000,000 |
| • Disease- policy limit | \$1,000,000 |

The policy shall contain a waiver of subrogation against the City for losses arising from work performed by or on behalf of the Contractor.

(4) Professional Liability (Errors and Omissions Liability) (if applicable)

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

(a) In the event that the professional liability insurance required by this contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

- (b) The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- (c) Notice of Cancellation: With the exception of a 10 day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a 30 day written notice.

103.6.2 Indemnification of the Contracting Agency Against Liability

REMOVE in its entirety and REPLACE with the following:

The Contractor shall defend, indemnify and hold harmless the City, its departments, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys fees and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the Contractor's owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under Worker's Compensation Law or arising out of failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intentions of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts of Indemnatee, be indemnified by the Contractor from and against any and all claims. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its departments, officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.9 PRECONSTRUCTION CONFERENCE

Within 15 days of the date of the Notice of Award, the Contractor is required to attend a preconstruction conference. The City will contact the Contractor to schedule a specific date, time and location for the preconstruction conference. The purpose of the meeting is to outline specific construction items and procedures and to address items, which require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures, which the Contractor believes may be of benefit to the project, reduce cost, or will reduce inconvenience to the public. Communication and coordination issues will be also addressed during the preconstruction conference. The Contractor will be required to provide 5 sets of the following information at the preconstruction conference:

- Key personnel names and emergency phone numbers involved in the project.
- Public information plan
- Project signage plan
- Stormwater Pollution Prevention Plan (SWPPP) (NOI if applicable)
- Contractor quality control plan
- Subcontractor contracts and purchase orders for each and every item of work under subcontract on the project
- Payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project
- Overall construction schedule and two-week look ahead schedule (provided weekly)

- Dust abatement/street sweeping plan and construction water meter application
- Traffic control plan and access management plan providing for continuous access to residents and businesses affected by the project
- Contractor's company safety plan
- An itemized list of shop drawings, materials, mix designs, equipment submittals and a schedule indicating the dates each of these items will be transmitted to the Director for review

Each of the above items is subject to review and approval by the Director.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.10 COMMENCEMENT

The Contractor shall commence work on or before the tenth calendar day after receiving the Notice to Proceed, and shall complete all work under the contract within the period of time specified in the special provisions. The City reserves the right to issue Notice to Proceed at any time between 0 and 60 days after contract award. Notice to Proceed will be issued not later than 60 calendar days after the contract has been awarded unless otherwise agreed upon in writing, or as may be specified in the special provisions. In addition, the Contractor shall not commence work until all required documents, bonds, plans and schedules have been received and approved by the City. These submittals will not affect the issuance of Notice to Proceed by the City.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.11 CONTRACTOR AND SUBCONTRACTOR RECORDS

(A) The Notice Inviting Bids, Information for Bidders, special provisions, specifications, plans, and all supplementary documents are intended to be complete and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the contract documents, the Contractor shall immediately call the matter to the attention of the Director for furnishing of detailed instructions. In case of discrepancies, the specifications shall govern over the plans. Figured dimensions shall govern over scaled dimensions.

(B) Any drawings or plans listed anywhere in the specifications or addenda thereto shall be regarded as a part thereof and of the contract. Anything mentioned in these specifications and not indicated on the plans, or anything indicated on the plans and not mentioned in these specifications, shall be in the same force and effect as if indicated or mentioned in both.

(C) The Contractor, subcontractors and all suppliers shall keep and maintain all books, papers, records, files, accounts, reports, bid documents with back-up data, including electronic data, and all other material relating to the contract and project for 3 years following completion and acceptance of the work. All records shall be accurately maintained in accordance with generally accepted accounting principles and practices uniformly and consistently applied in a format that will permit audit. The Director or the Director's authorized representative(s) shall have access at all reasonable times to all applicable records of the Contractor and the records of the Contractor's subcontractors.

The Contractor and subcontractors shall preserve all such materials for a period of 3 years after all payments to the Contractor or subcontractors, or until the final resolution of all claims made by the Contractor or subcontractor on this contract, whichever is later. The Contractor and subcontractors shall make all of the above materials available to the Director for auditing, inspection and copying and shall produce such materials upon written request at the office of the Public Works Director located at 433 N. Virginia Street, Prescott, Arizona 86303.

The Contractor shall insert the above requirement in each subcontract, purchase order, lease agreement, or other document under which goods or services are provided for the performance of this contract and shall also include in all subcontracts a clause requiring subcontractors to include the above requirement in any lower-tier subcontract, purchase order, lease agreement or document under which goods or services are provided for the performance of this contract.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.12 ERROR AND OMISSIONS

The written dimensions, calculations and quantities on the plans are presumed to be correct, but the Contractor shall be required to check carefully all dimensions, calculations and quantities before beginning work. If any errors or omissions are discovered, the Director shall be so advised in writing and will make the proper corrections. If the Contractor claims that any such errors or omissions should change the cost of any pay item or the construction as identified in the plans, the Contractor shall also submit to the Director a written proposed contract amendment. Any such adjustments made by the Contractor that are claimed to change the cost of any pay item or the construction as identified in the plans, without prior review and acceptance of a proposed contract amendment, shall be at the Contractor's own risk. The settlement of any complications or disputed expenses arising from the Contractor's adjustment shall be borne by the Contractor at the Contractor's own expense.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.13 CONTINGENCIES

All loss or damage arising from obstruction or difficulties which may be encountered in the prosecution of the work, from the action of the elements, or from any act or omission on the part of the Contractor or any person or agent employed by him shall be borne by the Contractor.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.14 NOTICE AND SERVICE THEREOF

Any notice to the Contractor from the City relative to any part of this contract shall be in writing and considered delivered and the service thereof completed when said Notice is posted, by first class mail to the Contractor at the Contractor's last given address, electronically delivered, or delivered in person to the Contractor or the Contractor's authorized representative on the work.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.15 PROJECT CLOSEOUT

It is the intent of these specifications and contract documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use. The City shall withhold Final Payment and release of retention until ALL of the following items have been completed:

- (A) Completion of all work, including punch-list items and final acceptance of the work by the City.
- (B) Submittal by the Contractor of final pay estimate, which shall show the amount of work performed according to the contract and approved by the City.
- (C) Submittal by the Contractor of all project record documents, including as-built drawings, operation and maintenance manuals, and other records as referenced herein.

- (D) Submittal by the Contractor of the Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion and Warranties.
- (E) Closeout of any and all permits issued to the Contractor by the City or any other agency for the work included in the project.
- (F) Submittal by the Contractor of an Environmental Protection Agency (EPA) Stormwater Pollution Prevention Plan (SWPPP) Notice of Termination (if applicable).

SECTION 104: SCOPE OF WORK

104.1.1 General

REMOVE the last paragraph in its entirety and REPLACE with the following:

Unless otherwise specified in the special provisions, the Contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including, but not limited to, dust and traffic control measures, and to perform all work involved in executing the contract in a satisfactory and workmanlike manner within the specified time.

The Contractor shall at all times during the continuance of the contract prosecute the work with such work force and equipment as is sufficient to complete the project within the time specified.

ADD the following:

The work shall conform to such other drawings relating thereto as may be furnished by the City prior to the opening of proposals, and to such drawings in the explanation of details or minor modifications as may be furnished from time to time during construction, including such minor modifications as the Director may consider necessary during the prosecution of the work.

Scaled dimensions shall not be used in the construction of the work.

All work, as identified in the contract documents, not specifically itemized in the bid schedule that are required for the construction, are to be considered incidental to the project bid amount.

104.1.3 Water Supply

ADD the following:

(A) The Contractor shall supply adequate, pure, cool drinking water with individual drinking cups for the use of employees on the project. The quality of drinking water shall meet the requirements specified by the Arizona State Department of Health.

(B) It shall be the responsibility of the Contractor to provide and maintain, at the Contractor's own expense, a supply of water sufficient for the needs of the project and to install and maintain necessary supply connections and piping for the same. Before final acceptance of the completed project, all temporary connections and piping installed by the Contractor shall be removed.

(C) The Contractor shall apply for a fire hydrant meter for all construction water used if the Contractor desires to obtain water from the City distribution system at any point. All contractors requesting construction water from the City must submit an application for a construction water meter to the Water Distribution

Department. A \$1,000 deposit will be required for hydrant meters. If construction water use occurs during the months of May through September the Contractor shall also include a dust abatement program. Potable water may not be allowed for dust abatement during these months. Potable water can be used to process embankment fill and base materials year round. However, contractors are encouraged to use treated effluent for construction activities. The City has two outlets for effluent, the Sundog Wastewater Treatment Plant and the Airport Wastewater Treatment Plant. The City will provide metered standpipes for effluent at both plants. The Contractor will be required to estimate daily and total potable/effluent water usage for the project as identified on the application for a construction water meter. The Contractor will be responsible for all costs associated with obtaining and delivering construction water.

104.1.4 Cleanup and Dust Control

ADD the following:

(A) Street Sweeping: The Contractor shall be responsible for sweeping the project no less than 4 times a week, or more as deemed necessary by the Engineer, to suppress dust, pick up dirt, soil, and construction debris so it does not travel to a water body or the City's storm drain system. A street sweeping plan documenting the frequency of sweeping, time and dates, route and type of sweeper that will be utilized shall be submitted to the City at the first preconstruction conference. The street sweeper shall be a mechanical sweeper with water applying equipment. No brooms, mechanical brooms mounted on drivable construction equipment or regenerative air sweepers will be accepted without prior approval from the City.

No measurement or payment will be made for street sweeping, unless otherwise provided for in the special provisions or proposal. The cost of street sweeping will be deemed incidental and the cost included in the proposal price for the construction operation to which dust control is incidental or appurtenant.

(B) Waste Disposal, Grading and Material Storage

(1) 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 owners(s) prior to disposing of any surplus materials, waste products, debris, etc., on private property, and shall also obtain the approval of the Director prior to such disposal.

(2) The Director will not approve the filling of ditches, washes, drainage ways, etc., which may in the Director's opinion create water control problems.

(3) The Director will not approve disposal operations, which will, in the Director's opinion, create unsightly and/or unsanitary nuisances.

(4) The Contractor shall maintain the disposal site(s) in a reasonable condition of appearance and safety during the construction period as required by the Director. Prior to final acceptance of the project, the Contractor shall have completed the leveling and cleanup of the disposal site(s) to the satisfaction of the Director.

(5) The Contractor shall obtain a grading permit or any other permit required by the City, Yavapai County or any other county, or State or Federal rules, regulations, laws, ordinances, or any other regulatory authority for all construction operations of the project, including but not limited to the following:

(a) Areas disturbed by the Contractor, including staging areas, borrow areas, waste areas, or material storage areas, located within the City limits that are subject to any requirements of the City Code, COP Land Development Code or COP General Engineering Standards, including but not limited to Section 6.7 – Site Disturbance, Grading and Restoration Standards; and Section 9.6 – Site Disturbance and Grading Permit, of the COP Land Development Code; Chapter 16-2: Drainage Regulations of the City Code; and Articles 2 and 3 of the COP General Engineering Standards;

(b) Areas outside of the City limits that are subject to the requirements of Yavapai County, Arizona Department of Transportation (ADOT), and/or Yavapai-Prescott Indian Tribe (YPIT) for any activities described herein;

(c) The disposal of waste material on private property dependent upon site specific conditions at the waste area(s) and characteristics of the fill in accordance with this section. The fees for a permit for this activity shall not be waived; said fees are incidental to the appropriate bid item(s);

(d) The staging or material storage area(s) that:

(i) Are not City owned property on the project, or

(ii) Require clearing or grubbing in excess of 10,000 square feet

Fees for a permit(s) for this activity shall not be waived; said costs are incidental to the appropriate bid item(s).

(e) Site disturbances for infrastructure improvements on City owned property not within the right-of-way for which the disturbance is greater than 50 cubic yards of material or in excess of 10,000 square feet. The associated fees for grading permits for this activity on City owned property shall be waived.

104.1.5 Final Cleaning Up

ADD the following:

Upon completion of construction and before final acceptance can be made by the Engineer, the Contractor shall clean up each individual construction area to the satisfaction of the Engineer. Small trees, weeds, and brush, which were removed as part of construction work, shall be removed from the project site and properly disposed of. All debris including but not limited to broken pipe, concrete and other construction debris shall be removed from the project site and properly disposed.

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. Restoration of incidental items impacted by construction activity shall be in any and all areas utilized by the Contractor in relation to the project. The Contractor shall restore each individual work site to grades existing before construction work. No separate payment will be made for restoration of items impacted by the Contractor's construction operation and the cost of these items shall be included in the unit prices in the bid schedule.

104.2 ALTERATION OF WORK

ADD the following:

(A) Changes in the Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Director. All such work shall be executed under the conditions of the original contract except that any claim for extension of time and additional cost caused thereby shall be adjusted at the time of ordering such change or extra work.

Extra work shall be that work not indicated or detailed on the plans and not specified. Such work shall be governed by all applicable provisions on the contract document.

In giving instructions, the Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Director, and no claim for an addition to the total amount of the contract shall be valid unless so ordered.

It is mutually understood that it is inherent in the nature of municipal construction that some changes in the plans and specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the contract to recognize a normal and expected margin of change. The Director shall have the right to make such changes, from time to time, in the plans, in the character of the work, and in the termination of the completion of the work in the most satisfactory manner without invalidating the contract.

Any change ordered by the Director which involves installation of work essential to complete the Contract, but for which no basis of payment is provided for herein, said payment therefore shall be subject to agreement prior to said work being performed.

The prices agreed upon and any agreed upon adjustment in contract time shall be incorporated in the written order issued by the Director, which shall be written so as to indicate acceptance on the part of the Contractor as evidenced by the Contractor's signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the contract as it applies to the items in questions and make such arrangements as it may deem necessary to complete the work, or it may direct the Contractor to proceed with the items in question to be reimbursed pursuant to the unit prices in the Contractor's bid or on a force account basis as provided hereinafter, at the City's option.

(B) Claims for Extra Work: If the Contractor claims that any instructions involve extra cost under this contract, he shall give the Director written notice thereof within 48 hours after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for herein. No such claim shall be valid unless so made.

SECTION 105: CONTROL OF WORK

105.1 AUTHORITY OF THE ENGINEER

ADD the following:

All references to "the Engineer" shall mean the City Public Works Director.

105.2 PLANS AND SHOP DRAWINGS

ADD the following:

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

ADD the following subsection to 105.2 Plans and Shop Drawings:

105.2.1 Submittals

In ample time for each to serve its proper purpose and function, the Contractor shall submit to the Director such schedules, reports, drawings, lists, literature samples, instructions, directions, and guarantees as are specified or reasonably required for construction, operation, and maintenance of the facilities to be built and/or furnished under this contract.

Shop drawings and data shall be submitted to the Director in such number of copies as will allow him to retain 4 copies of each submittal. The submittal shall clearly indicate the specific area of the specifications or plans for which the submittal is made. The additional copies received by him will be returned to the Contractor's representative at the job site. The Director's notations of the action, which he has taken, will be noted on 1 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 plans and the fabrications furnished shall be in conformance with the same.

ADD the following subsection to 105.3 Conformity with Plans and Specifications:

105.3.1 Order of Work

When required by the contract documents, the Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for contract items of work and no additional compensation will be allowed therefore.

105.4 COORDINATION OF PLANS AND SPECIFICATIONS

ADD the following:

In the event of any doubt or question arising regarding the true meaning of these specifications, special provisions, or the plans, reference shall be made to the Engineer, whose decision thereon shall be final. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

The contract plans consist of general drawings. These indicate such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the contract plans shall be in writing. The contract plans shall be supplemented by such working or shop drawings prepared by the Contractor as are necessary to adequately control the work. No change shall be made by the Contractor in any working or shop drawing after it has been accepted by the Engineer.

The Contractor shall keep a copy of the contract documents, plans and specifications at the job site, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as a part thereof and the Engineer will furnish from time to time such additional drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

All authorized alterations affecting the requirements and information given on the accepted plans shall be in writing. No changes shall be made of any plan or drawing after the same has been accepted by the Engineer except by consent of the Engineer in writing.

105.5 COOPERATION OF CONTRACTOR

REMOVE the first paragraph in its entirety and REPLACE with the following:

1 set of approved plans and specifications shall be kept available on the work site at all times by the Contractor.

105.6 COOPERATION WITH UTILITIES

ADD the following:

Location of Underground Utilities

- (A) The Contractor shall contact Arizona 811 (formerly Arizona Blue Stake) within the time frame specified under Arizona law and request field location of underground utilities on public and private property. The Contractor shall employ private locating companies for private utilities not found by Arizona 811. At the time these locations have been marked and prior to the commencement of excavation within the affected area, the Contractor shall at the Contractor's expense manually determine the exact location of all buried facilities.
- (B) The Contractor shall notify all affected utilities prior to the start of construction and shall ascertain the location of the various underground utilities either shown on the plans and/or as may be brought to the Contractor's attention.
- (C) The Contractor shall perform all operations in accordance with Arizona 811.
- (D) Utility locations shown on the plans are approximate and based on drawings furnished by the respective utility. It shall be the Contractor's responsibility to protect all existing utilities. Should a utility conflict occur, the Contractor shall cooperate with the said utility to resolve the conflict. No claim for extra costs shall be made against the City for delays due to any utility conflict.
- (E) If performance of the Contractor's work is delayed because the utility owners fail to relocate or adjust their facilities in a timely manner, the Contractor may file for an extension of time. To receive consideration, this request shall contain specific information as to the nature of the delay and the actual loss of time involved.
- (F) The Contractor shall assume full responsibility for damage to all marked utilities due to the Contractor's operations and shall repair the damaged utilities in accordance with regulatory authority requirements at the Contractor's own expense.
- (G) Measurement and Payment: No separate measurement and payment shall be made for the location of underground utilities. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

105.8 CONSTRUCTION STAKES, LINES AND GRADES

ADD the following:

- (A) Construction staking shall be the responsibility of the Contractor. The control for the project is provided in the contract documents. The Contractor shall be held responsible for preservation of control monumentation. If any of the control monumentation have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them will be charged against him and will be deducted from the payment of work.
- (B) The Contractor shall not retain the Engineer of Record for construction staking due to conflict of interest.
- (C) Staking shall be performed and certified by a Registered Land Surveyor in good standing with the Arizona State Board of Technical Registration.
- (D) The staking shall be performed in such a manner and frequency that the Contractor is able to construct the project in accordance with the plans and specifications. At a minimum, staking shall include:
 - (1) Slope or limit stakes
 - (2) Limits of Temporary Construction Easements (TCE)
 - (3) Horizontal and vertical alignment of pipeline

- (4) Valves, tees, horizontal and vertical bends, blow offs, air release valves, tracer wire stations, water meters and hydrant locations
 - (5) Tank and appurtenances
 - (6) Electrical, instrumentation and control facilities, including, but not limited to, antennae pole
 - (7) Site improvements including, but not limited to, retaining walls, curbs, fencing, drainage, chain link fence enclosures, protection posts, gates, etc. The original grade of all retaining walls shall be surveyed and established prior to beginning any earthwork.
 - (8) Cross-sections will be required, at no additional expense to the City, should quantity disputes arise pertaining to the following: earthwork, subgrade, ABC or asphaltic concrete.
 - (9) Curb stakes at all PC's, PT's, vertical PI's (grade breaks), transitions to and from super elevated sections and at 50 foot intervals
 - (10) Blue tops for subgrade and ABC at intervals specified for curb. Quarter crown blue tops shall be required when the typical section is 4 lanes or more without median curb.
 - (11) Other staking as needed to complete the work in conformance with the plans and specifications.
- (E) The Engineer and the Contractor's superintendent shall meet monthly or as necessary to jointly measure all work items under the contract to determine pay quantities for each pay period. Quantities of work items shall be documented on the respective plan sheets and separately in tabular fashion with Station to Station measurements noted to assure there is no duplication of payment for work performed. Measurements will be for work actually completed. No projections for expected completion of work will be allowed.
- (F) All survey data will be referenced to the City Coordinate System in accordance with the City Survey Datum Requirements as noted below.

CITY OF PRESCOTT SURVEY DATUM REQUIREMENTS		
Coordinate Units		International Feet
Distance Units		International Feet
Height Units		International Feet
Datum		
Geodetic (Horizontal) Datum		North American Datum of 1983 (1992), (NAD83 (1992))
Coordinate System		Arizona Coordinate System (State Plane)
Zone		Central (0202)
Vertical Datum		North American Vertical Datum of 1988, (NAVD88)
Geoid Model		GEOID99 (Conus)
City of Prescott Coordinate System (COPCS) – Conversion from State Plane		
COPCS Northing		(State Plane Northing x 1.000329975) – 701,456.0090
COPCS Easting		(State Plane Easting x 1.000329975) + 69,457.2499
Note: Distances computed between COPCS coordinates approximate “ground” distances		
State Plane – Conversion from City of Prescott Coordinate System		
State Plane Northing		(COPCS Northing + 701,456.0090) x 0.999670134
State Plane Easting		(COPCS Easting – 69,457.2499) x 0.999670134
Example – City of Prescott Mingo Base		
Latitude		34°34’29.27969” N
Longitude		112°28’48.72638” W
Height		5587.018’
State Plane Coordinates		City of Prescott Coordinates
Northing	1,301,026.703	600,000.0000
Easting	530,367.742	600,000.0000
Elevation	5,673.561’	5,673.955’

(G) Measurement and Payment: The quantity of construction staking measured for payment shall be the lump sum bid by the Contractor. The contract unit price per lump sum paid for construction staking shall be full compensation for all labor, materials, and equipment to perform the construction staking as described in this section.

105.9 DUTIES OF INSPECTOR

ADD the following:

An inspector is to be assigned to the project by the City to monitor the project and to keep the Engineer informed as to the progress of the work and the manner in which it is being done. Additionally, the Inspector will call the Contractor's attention to any nonconformance with the plans and specifications. Inspection will be done on an as needed or on-call basis. The Inspector will not be authorized to approve or accept any portion of the work. The Inspector will exercise such additional authority only as may from time to time be delegated to him by the Engineer.

105.10 INSPECTION OF WORK

ADD the following:

Inspection is to be done by the City Public Works Department. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the specifications and contract. If the Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the part removed will be paid for as provided in Sections 104 and 105 of these specifications, but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense.

105.15 ACCEPTANCE

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Partial Acceptance: Partial acceptance may be given upon substantial completion of the work at the sole discretion of the Engineer as provided herein. After completion of certain units of work under this contract, such as a structure, utility service, or a section of road or pavement, including all testing and other preparation necessary for operation of the unit by the City as herein specified, but prior to final project completion, the Contractor may request the Engineer to make final inspection of that work for partial acceptance. If the Engineer finds, upon inspection, that the work has been satisfactorily completed in compliance with the contract, the Engineer may accept the work, in writing, as being completed and the Contractor may be relieved of further responsibility for that work. Such partial acceptance shall in no way void or alter any terms of the contract.

(1) For the purpose of this section, substantial completion shall mean that stage in the progress of the work where the work or designated portion is sufficiently complete in accordance with the contract documents so that the City can occupy or utilize the work for its intended use with only minor work items or cleanup items remaining to be accomplished. Partial acceptance shall not be given for incomplete major work items nor minor work items affecting public health and safety.

(2) The units to be included for partial acceptance prior to final project completion will be noted at the time of the preconstruction conference in accordance with Contractor's schedule, or by written notice to the Contractor at the earliest possible time.

(3) The guarantee period for these units shall commence with the date of final acceptance of the entire project by the City. Full payment for these units will not be made until final acceptance of the total work is made.

(4) Acceptance of any portion of the project prior to acceptance of the whole shall not be construed as absolving the Contractor of responsibility for any item of construction or incidental work included in the original contract.

(5) Contract time accounting and/or assessment of liquidated damages shall be suspended on the date of partial acceptance and the Contractor shall complete all remaining work items necessary for final acceptance within 30 calendar days of the date of partial acceptance. The City shall withhold release of retention until all items under the contract have been completed and final acceptance has been issued.

ADD the following subsection to Section 105- Control of Work:

105.16 RECORD DRAWING PREPARATION AND COORDINATION

(A) As-built field data collection and preparation of record drawings will be performed by the Engineer. The Contractor shall notify the Engineer as required in this section, provide access to the work, and cooperate with the Engineer to gather information to accurately depict the as-built conditions. During the construction phase and prior to any backfilling or covering and subsurface improvements, the Contractor shall notify the Engineer of Record and the Engineer of Record will survey the work for the purpose of record drawing preparation. As-built measurements and surveying shall be performed and certified by a Registered Land Surveyor in good standing with the Arizona State Board of Technical Registration. The Engineer shall supply all horizontal and vertical as-built data in ASCII format, including a northing, easting, elevation and description of all work completed under this contract. The Contractor shall aid the Engineer in determining and providing this information. As-built data shall include, but not be limited to all items noted below.

(1) Grading and Drainage Plans

- (a) Finished pad grades: An Average pad grade may be used if the pad is not flat. Pad elevations shall not exceed plus 0.5 feet tolerance (plus 0.2 feet if located adjacent to an existing development). Pad elevations shall not exceed minus 0.2 feet tolerance (0.1 feet if located in a floodplain or adjacent to a wash or channel).
- (b) Flow line elevations of channels
- (c) Hinge point elevations on all slopes and grade breaks
- (d) Percentage of all slopes, flow lines and channels
- (e) Catch basin grates elevation at top of grate
- (f) Inverts of storm drain lines and headwalls
- (g) As-built elevations shall be provided at all drainage control point (i.e. detention overflow point, tops and bottoms of detention basins, drain rims, valley gutters, curbs, curb openings, flow line elevations in swales, etc). As-built enough spot elevations to verify the design intentions are met (i.e. grade breaks, high/low points, scuppers, extreme outfall, etc). Show the direction of drainage flow to illustrate that design intent has been met.
- (h) Provide calculations to verify that actual as-built volume of all detention facilities included on the as-builts, as well as a table which compares the as-built volumes with the approved, required volumes indicated on the design drawings or in the approved drainage report
- (i) Detention calculations shall be revised to as-built condition by the Engineer of Record
- (j) Flow line elevations and/or pipe inverts, grate elevations for catch basins, underground detention storage tanks, and all other drainage structures
- (k) Top of flood walls, retaining walls, and cutoff walls
- (l) Stations, offsets, and invert elevations for spillways and box culverts
- (m) When storm drain lines and appurtenances are included in the grading and drainage drawings, the Contractor shall refer to the storm drain plan record drawing requirements for additional required items

(2) Water/Fire/Reclaimed Water Plans

- (a) All fittings and appurtenances shall be surveyed, including but not limited to the following: valves, bends, tees, reducers blow offs, air release valves, tracer wire stations, water meters, and hydrant locations.

- (i) Valves shall be measured on the nut and center of the cover. If extensions are used, the length of the extension shall be noted.
 - (ii) All fittings shall be measured at the middle of the fitting.
 - (iii) Air release valves shall be measured at the main connection, the air release box, and any major alignment changes between the two.
 - (b) Pipe sizes, lengths and materials
 - (c) Horizontal and vertical separation from existing and new utilities and drainage culverts/storm drain
 - (d) Street centerline station and offset dimension to:
 - (i) All fire hydrants and fittings (e.g. valves)
 - (ii) Main at all changes in alignment
 - (iii) All horizontal control points (e.g. centerline intersects, PC, PT)
 - (e) Centerline station and offset to each service tap; size of tap and meter
 - (f) Note centerline station, offset and elevations to all changes in vertical alignment (e.g. dips, bends, etc. required to avoid conflicts with other utilities). If the water main continues in a straight horizontal and vertical alignment for more than 100 feet, the water main will be surveyed every 100 feet. Sufficient survey measurements shall be taken on horizontal and vertical curves to establish an accurate alignment.
 - (g) The drawings must clearly indicate the specific points of reference. No dimensioning from points of curvature or tangency is acceptable for record drawing purposes. In all cases where the pipeline is constructed within, or parallel in close proximity with the right-of-way, all stationing and dimensioning must be from the nearest appropriate monument line and monument line intersection.
 - (h) When water services are not installed perpendicular to the water main, both the location of the tap at the main and the distance of the meter set from the nearest side property line of the lot must be shown.
 - (i) On phased projects, the phase lines must be clearly shown on the key map and on the plan and profile sheets, and their locations clearly identifiable. Actual pipe end locations relative to phasing lines must be shown by dimensioning or stationing.
 - (j) A complete list of all materials installed and abandoned must be shown. The specific size and material type of each pipeline installed must be shown at every construction reference to that pipe. Any changes to the record drawing must be reflected on the materials list.
 - (k) Water tank and appurtenances
 - (i) Required information for water tanks include, but are not limited to finished floor elevations, footing elevations, inlets, outlets, drains and overflow locations.
 - (ii) Required information for site piping and appurtenances shall follow the requirements of this section.
 - (iii) Manufacturer detail drawings for tanks shall be supplied and sealed by a Registered Engineer.
- (3) Sewer Plans

- (a) The alignments of the main(s) including all horizontal and vertical curves. If the sewer main continues in a straight horizontal and vertical alignment for more than 100 feet, the sewer main shall be surveyed every 100 feet. Sufficient survey measurements shall be taken on horizontal and vertical curves to establish an accurate alignment.
- (b) All manholes, cleanouts, backwater valves, individual services, lift stations, and force main valves shall be surveyed. Structures shall have rim and invert elevations included.
- (c) Pipe sizes and lengths
- (d) Recalculated pipe slopes
- (e) All valves at lift stations and line or isolation valves on force mains shall be measured on the nut and the center of the cover or vault lid.
- (f) Separation from existing/newly installed water main and culverts
- (g) Street centerline station and offset dimension from street centerline to main at manholes
- (h) Sewer line stationing at centerline of each service tap at 90 degrees to main; if not installed at 90 degrees to main, station and offset to end of each service tap.
- (i) New manholes built on existing lines require showing its station from the nearest existing downstream manhole and its distance to the nearest existing upstream manhole.
- (j) Where construction begins with removal of an existing pipe plug or cleanout, 0+00 stationing always begins at the nearest existing downstream manhole. Pipe length measurement and stationing is always from the centerline of the downstream manhole to the centerline of the upstream manhole or cleanout. Do not give partial pipe lengths in plan or profile at match lines. Always indicate the distance between manholes or to cleanouts or pipe ends.
- (k) All as-built adjustments to manhole, cleanout and pipe information shall be shown on both plan and profile, and repeated on every sheet that refers to the same information.
- (l) A complete list of all materials installed and abandoned must be shown. The specific size and material type of each pipeline installed must be shown at every construction reference to that pipe. Any changes to the record drawing must be reflected on the materials list.
- (m) On phased projects, the phase lines must be clearly shown on the key map and on the plan and profile sheets- and their locations clearly identifiable. Actual pipe end locations relative to phasing lines must be shown by dimensioning or stationing.

(4) Paving/Roadway Construction Plans

- (a) Top of curb, flow line, and pavement centerline elevations at all grade breaks, Points of Tangency (PT), Points of Curvature (PC), Beginning Curb Return (BCR), and Ending Curb Return (ECR), valley gutters, spandrels at intersections, plus any other location necessary to adequately show drainage
- (b) Percentage of slope
- (c) ADA ramps including ramp slopes
- (d) Edge of pavement on rural road sections
- (e) Location of traffic signage, signals, poles and cabinets
- (f) Station for all grade breaks

- (g) Back of curb offset dimension at all changes in alignment
- (h) Survey monuments - as-built installation and provide the City Northing/Easting to the hundredth of 1 foot. For street monuments, provide top of monument as-built elevation in addition.
- (i) Distances from monument line to back/face of curb, edge of pavement, and sidewalk; show on plan view or typical detail for street section
- (j) Beginning and ending stations and elevations for all traffic calming devices
- (k) Stations, offsets, and invert elevations for spillways and box culverts
- (l) Flow line elevations and/or pipe inverts, grate elevations for catch basins, underground detention storage tanks, and all other drainage structures
- (5) Traffic Signal Plans
 - (a) Street centerline station and offset dimension to all fixture poles, cabinets, boxes, or other signal related furniture
 - (b) Horizontal location of conduit along with elevations to top of conduit
- (6) Signing and Striping Plans
 - (a) Street centerline station and offset dimension to all signage, painted arrows, wording, and symbols
 - (b) Face of curb dimensions to all striping
- (7) Storm Drain Plans
 - (a) Street centerline station and offset dimension to the main at all changes in alignment and/or changes in grade
 - (b) Street centerline station and offset dimension to all structures and changes in alignment
 - (c) Top and invert elevations for all structures
 - (d) Drainage pipe inverts
 - (e) Finish elevation for catch basins
 - (f) Invert elevations of box culverts
 - (g) Headwall data shall include top of wall/wingwall, footing elevations, inverts, and apron boundaries whether concrete or rip-rap
 - (h) Length of catch basin wings
 - (i) Drainage ditches, swales, and channels; the flow line and sufficient cross sections (minimum of 50 foot intervals) including grade changes, shall be provided
- (8) Landscaping
 - (a) Revise as needed to reflect the addition, removal, relocation or change of irrigation main lines, plant materials or hardscape
- (9) Street Light Plans
 - (a) Record drawings for street lights are required to have the Arizona Public Service (APS) ID number of each street light noted on the plan

(b) Street centerline stationing and offsets for street lights

(B) Prior to backfilling or covering any work, the Contractor shall notify the Engineer 48 hours in advance in writing for the item of work. The minimum 48 hours notice time shall not include weekends or holidays. The notification shall be via e-mail to both the City and the Engineer.

(C) The Contractor must provide access for the Engineer to verify all as-built information prior to backfilling or covering. The Contractor shall not backfill or cover an item of work until verification has been completed by the Engineer. If the Contractor backfills or covers an item of work prior to being measured or recorded by the Engineer, the Contractor at the direction of the Engineer shall uncover the item of work at no additional cost to the City.

(D) The Contractor shall maintain on site, available to the City and Engineer at all times, 1 redlined copy of all project plans and documents including drawings, specifications, addenda, approved shop drawings, and change orders which reflect all changes and modifications made during construction of the project. The redline copy shall be updated on a weekly basis in preparation for the weekly as-built field meeting. The Contractor shall maintain the plans and documents in good order and shall provide the Engineer with a redlined copy of all plans and documents upon completion of the project or upon termination of the contract.

(E) Weekly field meetings with the Contractor, Engineer and City shall occur to review as-built information for conformance with the specifications. The Contractor shall provide the Engineer with a schedule of work items to be constructed in the upcoming 30 day period, including approximate dates of installation prior to backfilling or covering. The Contractor field redlines will be reviewed for notation of changes in the work. Missing, erroneous or deficient data must be corrected by the Contractor at no additional cost to the City.

(F) Measurement and Payment: No separate measurement and payment shall be made for record drawing preparation and coordination. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

SECTION 106: CONTROL OF MATERIALS

106.1 SOURCE OF MATERIALS AND QUALITY

ADD the following:

The Contractor shall submit in writing all materials to be used in the project in accordance with ADOT Specifications 106 and 730-4.

Where equipment, materials, or articles are referred to in the specifications as “or equal”, or “equal to” any particular standard, the Director shall decide the question of equality.

Wherever any standard published specification is referred to, the latest edition or revision, including all contract amendments, shall be used unless otherwise specified. Materials of a general description shall be the best of their several kinds, free from defects, and adapted to the use for which provided. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials (ASTM), where applicable. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted.

All work shall be done and completed in a thorough, workmanlike manner notwithstanding any omission from these specifications or from the plans; and it shall be the duty of the Contractor to call the Director's attention to apparent errors or omissions and request instructions before proceeding with the work. The

Director may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original specifications or plans.

Materials which will require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection.

Nothing in the contract shall be construed as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the City upon being so attached or affixed and accepted.

106.2 SAMPLES AND TESTS OF MATERIALS

REMOVE the second paragraph in its entirety and REPLACE with the following:

The City will pay for the initial or normal test required by the Engineer as provided by Section 106.9 of these specifications. All Quality Control initial or normal testing will be performed by the Contractor's Quality Control subcontractor, at no cost to the City. Additional tests, required due to failure of the initial or normal test(s), shall be paid for by the Contractor for both Quality Control and Quality Assurance testing. The Engineer will designate the laboratory which will accomplish the additional test(s).

106.4 TRADE NAMES AND SUBSTITUTIONS

ADD the following:

Requests relative to substitutions for materials or equipment specifically designated on the plans or in the specifications shall be accompanied by complete data on which the Director can make determination on the merits of the proposed substitution. The written request shall state how the product proposed for a substitution compares with or differs from the designated product in composition, size, arrangement, performance, etc., and in addition, the request shall be accompanied by documentary evidence of equality in price and delivery or evidence of difference in price and delivery. Data on price shall be in the form of certified quotations from suppliers of both the designated and proposed items. All items accepted for substitution shall be subject to all applicable provisions of the specifications.

Should substitution be allowed under the foregoing provisions, and should the item subsequently prove to be defective or otherwise unsatisfactory for the service for which it was intended, the Contractor, shall without cost to the City, and without obligation on the part of the Director, replace the item with the material originally specified.

106.5 STORAGE OF MATERIALS

ADD the following:

Protection of materials and equipment stored on the site shall be the responsibility of the Contractor. The City reserves the right to direct the Contractor to provide proper means of protection for materials if such is deemed advisable by the Director; however, the exercise of or failure to exercise this right shall not be deemed to relieve the Contractor of the Contractor's primary responsibility for protecting the material and equipment. The Contractor shall provide suitable warehouses or other adequate means of protection for such if the materials and equipment require storage and protection. The Contractor shall store and care for the materials and equipment in the most suitable manner to protect them from distortion, rain, dust, or other damage. The cost of replacing any material or equipment damaged in storage shall be borne by the Contractor, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve the Contractor of the Contractor's primary responsibility.

No motor shall be left uncovered or unprotected.

ADD the following subsection to Section 106- Control of Materials:

106.9 QUALITY ACCEPTANCE TESTING

- (A) The Engineer may provide quality acceptance sampling and testing. The number of tests and location of each shall be determined by the Engineer.
- (B) The Contractor and the Engineer's representative shall coordinate on a daily basis the following day's work schedule and any testing that may be necessary.
- (C) Construction quality acceptance testing performed by the City 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.
- (D) Measurement and Payment: No separate payment shall be made for Contractor Quality Control. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items. An independent geotechnical firm shall perform all quality control testing. The Contractor shall furnish copies of all test results to the City on a weekly basis.

The expense of the initial quality acceptance sampling and testing shall be paid for by the City. Additional tests, required due to failure of the initial or normal test(s), shall be paid for by the Contractor for both Quality Control and Quality Assurance testing at no expense to the City. The Engineer will designate the laboratory which will accomplish the additional test(s).

SECTION 107: LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

ADD the following subsection to 107.1 Compliance with Laws:

107.1.1 Compliance with Federal and State Laws

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with 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, the Contractor hereby warrants to the City that the Contractor and each of its 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 Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the subcontractors to ensure compliance with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any of the subcontractors 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 (A).

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by building or transportation facility or improvement to real property.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.2 Employment Provisions

Subject to existing law, and regulations, illegal or undocumented aliens will not be employed by the Contractor for any work or services to be performed pursuant to this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract. The Contractor agrees to comply with the provisions of Sections 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C. 1324a(a)(1)(A) and 1324a(a)(2)) (the “INA employment provisions”), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented aliens. Under the terms of this agreement, the Contractor shall not knowingly hire or employ for any work performed pursuant to this contract any workers or employees not lawfully authorized to work under the provisions of the Immigration and Nationality Act or any other applicable Federal or State laws. Violation of the provisions of this section shall be deemed a material breach of this contract.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.3 Independent Contractor Status

It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.4 Nondiscrimination

The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited

by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.5 Americans with Disabilities Act

The Contractor shall comply with all Federal, State and local nondiscrimination statutes in the operation, implementation and delivery of, including State and Federal civil rights and disabilities laws. In particular the Contractor shall ensure that the City's obligations for program, facility and service accessibility in Title II of the Americans with Disabilities Act are complied with in all activities arising under this contract, and shall hold harmless the City for any and all loss, including but not limited to damages, costs or expenses, incurred or arising from any alleged violations of the Americans with Disabilities Act under the auspices of this contract unless resulting from an intentional or actual negligent act of the City and its employees. Failure to comply with the nondiscrimination or accessibility requirements herein shall be construed as nonperformance and may result in termination of funding, civil action or both.

ADD the following subsection to 107.2 Permits:

107.2.1 Permits, Taxes and Licenses

Except as otherwise provided in the specifications, it is the duty of the Contractor to procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. All applicable permits, licenses and taxes are the responsibility of the Contractor.

City permit fees are waived for contractors performing work on City capital improvement projects.

107.5 SAFETY, HEALTH AND SANITATION PROVISIONS

REMOVE the first paragraph in its entirety and REPLACE with the following;

The Contractor shall provide and maintain, in a neat and sanitary condition, suitable and adequate sanitary conveniences for the use of all persons employed on the project. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the project, all such sanitary conveniences shall be removed and the premises left in a sanitary condition.

On all projects, with respect to sanitation facilities, for which Federal funds are allocated, the Contractor shall cooperate with and follow directions of representatives of the Public Health Service and the Arizona State Department of Health. Federal, State and County public health service representatives shall have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

ADD the following:

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

At least 1 fire extinguisher, rated at least 2A, shall be provided on the job site.

All construction hoists, elevators, scaffolds, stages, 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.

Machinery, equipment and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Administration.

First aid facilities and information posters conforming at least to the minimum requirements of the Occupational Safety and Health Administration shall be provided in a readily accessible location or locations.

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 make all reports as are, or may be, required by the Engineer or any authority having jurisdiction, and permit all safety inspections of the work being performed under this contract. Before proceeding with any construction work, the Contractor shall take all the necessary action to comply with all provisions for safety and accident prevention. In the event the Contractor fails to comply with said safety provisions or directions of the Engineer, the Engineer without prejudice to any other rights of the City, may issue an order stopping all or any part of the work.

Thereafter, a start order for resumption of the work may be issued at the discretion of the Engineer when in the Engineer's opinion the defection from safety requirements has been corrected. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

107.6 PUBLIC CONVENIENCE AND SAFETY

ADD the following:

(A) Maintenance of Traffic

(1) Unless otherwise provided, streets and roads subjected to interference by the prosecution of work shall be kept open to all traffic and maintained by the Contractor until the work is complete. When so requested by the Contractor and approved by the Engineer, the Contractor may by-pass traffic over an approved detour route. Regardless of whether it is through or local traffic, the Contractor shall keep the portion of the project being used by traffic in such condition that traffic will be adequately accommodated. A City approved traffic control plan and right-of-way permit is required prior to the detour.

(2) The Contractor shall also provide and maintain in a safe condition temporary approaches or crossings, intersections with trails, roads, streets, businesses, parking lots, driveways residences, garages and farms. The Contractor shall also be required to remove snow as directed by the Engineer.

(3) Before any detour is opened to traffic, the Engineer shall have been satisfied that traffic is able to proceed in a safe manner.

(4) The Contractor shall bear all expense of maintaining traffic over the road being improved as well as constructing, maintaining and subsequently removing the Contractor requested detours, approaches, crossings, intersections and other features as may be necessary without any direct compensation.

(5) Except as otherwise shown or specified, off-site access roads shall be adequately maintained, graded-earth roads. Such roads shall be built only in the public right-of-way or easements obtained by the City. If the Contractor elects to build along some other alignment, he shall obtain, without additional cost to the City, the necessary right-of-ways or easements.

(6) The Contractor shall remove all unnecessary signage from the project area daily. If unnecessary signage is left, the City will contact the Contractor to remove it immediately. If the Contractor fails to remove the signage in a timely manner, the City will remove the signage at the Contractor's expense.

(7) Sidewalks shall be maintained to allow pedestrian foot traffic without obstruction. If a sidewalk must be closed, the Contractor shall maintain adequate prior warning for pedestrians to safely cross the street with as much advance notice as possible. Where sidewalk is not present, a City approved pedestrian detour shall be provided.

(B) Access to Businesses/Residences

(1) The Contractor shall provide to all residents and businesses affected by the project, access to 1 of their driveways at all times except as modified by the following: If the 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. The Contractor shall provide the Engineer with signed evidence of a mutually accepted agreement between the property owner/business manager/residential manager and the Contractor prior to said closure.

(2) Direct access shall be provided at all times to fire engine houses, fire hydrants, hospitals, police stations and at all other agencies or services where emergencies may require immediate access to same.

(C) Safety

(1) The safety and convenience of the general public and the residents along the project and the protection of persons and property shall be provided for by the Contractor in accordance with the requirements of this contract.

(2) The Contractor shall submit a safety plan to the Engineer at the preconstruction conference. The plan shall detail the procedures the Contractor will implement to satisfy the Occupational Safety and Health Administration (OSHA) and the Arizona Division of Occupational Safety and Health (ADOSH) Guidelines related to the worker as well as public safety in construction of excavations, structures and confined air spaces as identified by the Engineer. The Contractor's safety plan shall include the requirement that all workers and visitors must wear hard hats while within the project limits.

(3) The safety plan submitted by the Contractor shall include proposed methods to prevent unauthorized persons from gaining access to the work areas.

(4) In conjunction with the safety plan, the Contractor shall furnish and install 72 inch temporary chain link fencing, or approved equal satisfactory to the Engineer, around any unattended excavation deeper than 4 feet with slopes steeper than 2:1. Temporary fencing shall completely enclose the referenced construction activity and shall be secured after normal working hours to prevent unauthorized access.

(5) Unless otherwise approved in writing by the Engineer, open utility trenches shall be limited to 50 feet in length except for cast-in-place pipe installations and during non-working hours shall be covered with steel plate in a manner satisfactory to the Engineer. Appropriate warning signs shall be installed when steel plates are left during non-work hours. Any traffic control signing shall be included in the traffic control line item(s) for the project.

107.6.1.1 Contractor's Marshaling Yard when the Agency is the Contracting Party:

ADD the following to item (F):

The Contractor will be fully and solely responsible for any and all adverse impacts and damages caused by the Contractor's operations on the property and the settlement of all claims pertaining thereto. The failure of the Contractor to comply with these provisions will result in the retention of some portion of the Contractor funds, payable under the contract, until such claims are resolved.

107.6.2

ADD the following:

In inhabited areas, particularly residential, operations shall be performed in a manner to minimize unnecessary noise generation. Particular consideration shall be given to noise generated by construction, repair and/or service activities during the night hours in residential areas. No construction, repair or service activities shall be conducted between the hours of 6:00 PM and 7:00 AM, without prior approval of the City.

107.7 BARRICADES AND WARNING SIGNS

ADD the following:

Excavations on project sites from which the public is to be excluded shall be marked or guarded in a manner appropriate for the hazard.

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 agents.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

ADD the following to the first paragraph:

Any land monuments and property marks displaced by the Contractor shall be replaced at the Contractor's expense in accordance with Section 405 of these specifications and to the City Surveyor's satisfaction, including filing of new record of survey if monuments could not be reestablished to pre-project conditions.

ADD the following:

The Contractor shall replace or repair any damage done to driveways and walks to not less than the condition existing prior to the Contractor's work.

Streets and roads subjected to interference by the prosecution of this work shall be kept open and maintained by the Contractor until the work is completed.

All trees and shrubbery within the right-of-way or easements shall be protected by the Contractor insofar as practicable. In the event shrubbery or trees must be trimmed, or removed, the Contractor shall notify the property owner to do so within a reasonable time prior to construction. All shrubbery or trees not removed by the property owner shall be trimmed or removed by the Contractor and hauled from the job at the Contractor's expense. All trees, shrubs, hedges, brush, etc. designated on the plans, or by the Director for removal, shall be completely removed and disposed of as indicated on the plans or as specified by the Director.

The Contractor shall contact the owners of any drainage ditches, irrigation lines, and appurtenances, which interfere with the work and shall make arrangements for dry-up or scheduling of water deliveries as necessary. The Contractor shall be liable for any damage due to irrigation facilities damaged by the Contractor's operations and shall repair such damaged facilities to an "equal or better than" original condition.

In excavation, fill, and grading operations, care shall be taken to disturb the pre-existing drainage pattern as little as possible. Particular care shall be taken not to direct drainage water onto private property or into streets or drainage ways inadequate for the increased flow.

Mailboxes and traffic signs removed during construction shall be installed in “like kind” and shall be considered incidental to the unit prices for work included in the bid schedule, provided they are not in the bid schedule.

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

Measurement and Payment: No separate payment will be made for restoration of items impacted by the Contractor’s construction operation and the cost of these items shall be included in the unit bid prices in the bid schedule, unless specifically called out in the bid schedule as protection and restoration of property and landscape.

107.10 CONTRACTOR’S RESPONSIBILITY FOR WORK

ADD the following:

(A) The Director shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the contract. The Contractor shall immediately comply with the written order of the Director to suspend work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as reviewed and accepted in writing by the Director.

(B) In case of suspension of work for any cause whatsoever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

(C) If the performance of all or any portion of the work is suspended or delayed by the Director in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Director, in writing, a request for an adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(D) Upon receipt, the Director will evaluate the Contractor’s request. If the Director agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Director will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Director’s determination whether or not an adjustment of the contract is warranted. In the event an adjustment of the contract is warranted a contract amendment shall be executed by both parties evidencing mutual agreement to same.

(E) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time limits prescribed.

(F) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

Add the following subsection to 107.13 Personal Liability of Public Officials:

107.13.1 Non-Responsibility of the City

Indebtedness incurred for any cause in connection with this work must be paid by the Contractor, and the City is hereby relieved at all times from any indebtedness or claim other than payments under terms of the contract.

ADD the following subsection to Section 107- Legal Regulations and Responsibility to Public:

107.15 PUBLIC RELATIONS

107.15.1 Public Notice

Unless otherwise directed, the Contractor shall issue written notification to those residents affected by the project. The notification shall contain, at a minimum: (1) Type of Work (2) Contractor Name, Phone Number and Point of Contact (3) Duration of Project (4) Date Project Commences (5) Description of the Project Site (6) Contractor's After-hours Point of Contact and Phone Number.

The Contractor is required to post public notification signs at all entrances to the project specifying the following information: (1) Project Name and Description (2) Construction Calendar (3) Contractor Name and Phone Number for both Day and Night (4) City Public Works (928) 777-1130.

The sign size and legend shall be appropriate for the intended purpose and be easily read. Sign background shall be blue with white letters. The sign size and legend content shall be approved by the Director prior to sign manufacture. All signs shall be posted prior to commencement of any work on the project. Signs will be removed by the Contractor upon final acceptance of the project. No direct payment shall be made for said signs. The cost of such signs shall be considered incidental to the project, unless otherwise noted.

107.15.2 Community Relations Organization

The Contractor shall be required to furnish a private telephone line to be used solely for receiving incoming calls from local citizens with questions or complaints concerning construction operations or procedures. The Contractor shall be required to publish this telephone number and maintain a 24 hour answering service. The answering service shall be manned by the Contractor's personnel during all hours during the course of construction that there is work being performed on the project. The Contractor shall maintain a log of incoming calls, responses, and action taken, which shall be submitted to the Engineer weekly and upon request.

The Contractor shall retain the services of a community relations organization for the project. The Contractor shall submit for approval, to the Engineer, the resume of the proposed community relations organization. Included in the resume shall be the names and credentials of the staff. The community relations organization shall be proactive and knowledgeable in the means and effectiveness of various notification techniques. The Engineer will rely on the organization's experience and suggestions in the presentation of information to the public. The Engineer will review the resume and possibly interview the organization. The Engineer will notify the Contractor within 10 calendar days of the acceptability of the community relations organization. Upon notification by the Engineer of an acceptable community relations organization, the Contractor shall hire the organization.

The community relations organization's activities shall include, but not necessarily be limited to:

- Printing and distribution of public notices
- Providing media news releases after review by the Engineer
- Planning and attending other public meetings as required by the Engineer
- Planning or otherwise participating in the dedication ceremonies as requested by the Engineer

- Possess the means for the development and fabrication of newsletters, notices, posters and demonstration boards
- Providing telephone “Hot Line” 24 hour service

The Contractor shall have a community relations organization on board prior to the preconstruction conference, a meeting in which the community relations organization will have an important participatory role.

The community relations organization shall develop a community relations program. The program shall include but not necessarily be limited to:

(A) Distributing a preconstruction information letter to all residents, businesses, schools and churches affected by the project or use of staging areas, and within an area determined by the Engineer, which shall contain, as a minimum, the following information:

- Name of contractor
- A 24 hour informational telephone number
- Brief description of project
- Names of project manager and superintendent (Contractor)
- Name of project engineer (Public Works Department)
- Construction schedule including anticipated work hours
- Traffic regulations including lane restrictions
- Time and place for the preconstruction conference. This notification shall be delivered a minimum of 5 working days prior to the meeting date.

(B) Holding a preconstruction community meeting with affected neighbors, businesses, schools, churches, etc., as directed by the Engineer.

(C) Scheduling and conducting progress meetings, as required, with the affected business tenants and property owners, as directed by the Engineer.

(D) Printing and mailing of public notices and/or newsletters, including a list of the names, addresses and receipt of postage or delivery for recipients of these newsletters and/or notifications.

(E) Holding other public meetings, as required by the Engineer.

(F) The community relations organization shall use the means (Items A through E) or others to inform the local citizens of operations which may create changes to the norm such as high noise levels, road closures, limited access, haul routes, changes to material delivery routes, unusual hours of construction, disruption of bus routes or changes to other passenger delivery/pick-up routes.

(G) Newsletters shall be distributed each month. A final draft shall be submitted to the Engineer for review and approval at least 2 days before the planned distribution. Each distribution area shall be approved by the Engineer. Each distribution shall include 1 electronic copy and 12 hard copies for the Engineer.

(H) The community relations organization shall keep daily personnel time logs which shall include the name of the employee, date of work, amount of time worked, description of work performed and project number.

Measurement and Payment: The bid schedule includes an allowance for public relations for the purpose of encumbering funds to cover the cost of public relation services. The amount of the allowance is determined

by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total bid for the project.

It shall be understood that this allowance item is an estimate only. The allowance shall not be used without approval of the Engineer, and in no case shall exceed the allowance.

Reimbursement for public relations shall be based on the community relations organization invoice cost, plus an allowable markup to the prime Contractor of 15 percent, for those services approved by the Engineer.

107.15.3 Publicity Releases

The Contractor and the Contractor's subcontractors and suppliers, if any, shall not reveal to others through literature, brochures, or other types of publicity releases any information regarding the work or the Contractor's activities or participation on the project without prior written approval from the Director. Any and all jobsite photographs taken by the Contractor, subcontractor or others must be processed in duplicate form with copies provided to the Director. No project photographs shall be released to others without prior written approval of the Director.

ADD the following subsection to Section 107- Legal Regulations and Responsibility to Public:

107.16 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

The project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) stormwater requirements for construction sites under the Environmental Protection Agency (EPA) delegation to ADEQ for the Construction General Permit for Arizona. The following specifications shall apply:

(A) General Requirements

The Contractor shall comply with AZPDES stormwater requirements for construction sites under the ADEQ Construction General Permit for Arizona. Under provisions of that permit, the Contractor shall be designated as permittee and shall be responsible for providing the necessary labor and materials, and for taking the appropriate measures to assure compliance with the AZPDES Construction General Permit for Arizona as well as other Federal, State and local requirements pertaining to stormwater discharges. As the permittee, the Contractor is responsible for completing, in a manner acceptable to ADEQ, all documents required by this regulation including the following:

- (1) The SWPPP shall be sealed by a professional engineer licensed in the State of Arizona.
- (2) The SWPPP for the project including certification form. The Contractor will be required to update and revise the SWPPP as necessary throughout the construction of the project in order to assure compliance with ADEQ permit requirements. The completed SWPPP shall be kept on the project site at all times during construction of the project.
- (3) Notice of Intent (NOI) to be covered by AZPDES Construction General Permit for Arizona including certification of signature.
- (4) Notice of Termination (NOT) of coverage under AZPDES Construction General Permit for Arizona (upon project completion).

ADEQ's website <http://www.azdeq.gov/node/524> provides guidance for NOI submittal and SWPPP templates.

(B) Submittals

(1) Preliminary copies of the NOI and SWPPP shall be submitted to the Engineer at the time of the preconstruction conference. Any necessary revisions to the SWPPP shall be subject to review by the Engineer, before submitting to ADEQ.

(2) The Contractor shall submit completed, signed NOI forms to ADEQ at least 48 hours prior to the initial start of construction on the project. The completed, signed NOI form shall be submitted to ADEQ.

(3) Failure by the Contractor (or any of its appropriate subcontractors) to submit the NOI forms within the required time frame shall result in delay of the start of construction. Any delay resulting from the Contractor failing to fulfill these requirements shall not extend the completion date of the contract unless authorized by the City. The Contractor shall submit a completed copy of the NOI prior to Notice to Proceed. A copy of the completed NOI shall be posted on the construction site and a copy of the SWPPP shall be kept on the construction site.

(C) Contractor Responsibilities

(1) It is the Contractor's responsibility to perform inspection of all stormwater pollution control devices on the project as required under the AZPDES Construction General Permit for Arizona.

The Contractor shall prepare reports on these inspections and retain these reports for a period of 3 years following project completion as required under the AZPDES Construction General Permit for Arizona. Inspection reports shall be submitted monthly to the contracting agency along with payment requests. The Contractor shall maintain all stormwater pollution control devices on the project in proper working order, including cleaning and/or repair during the duration of the project.

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

(D) Upon total project completion, acceptance, and de-mobilization, the Contractor shall submit a completed, signed NOT form to ADEQ with copies to the same agencies who received copies of the NOI, thereby terminating all AZPDES permit coverage for the project.

Measurement and Payment: Payment shall be at the lump sum unit price bid in the contract documents for all material, labor, and other incidental costs relating to the provision, installation, and maintenance of items relating to this permit during project construction. Such incidental costs shall include the Contractor's costs in order to assure proper operation of the pollution-control devices installed including all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events or other runoff or releases on the project.

SECTION 108: COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED

ADD the following to item (A):

(1) The Contractor shall not work on any part of the project or incur any expenses or obligations until a Notice to Proceed has been issued by the City.

(2) The Notice to Proceed will be delivered to the Contractor by first class mail, electronically and/or delivered in person.

108.2 SUBLETTING OF CONTRACT

REMOVE item (E) in its entirety and REPLACE with the following:

(E) The Contractor shall perform more than 40 percent of the dollar value of the work (by total contract amount) involved in the project with the Contractor's own forces. Total subcontracted amounts shall be limited to less than 60 percent of the dollar value of the work (by the total contract amount). For purposes of this requirement, materials purchased directly from suppliers and installed by the Contractor's own forces shall be included in the Contractor's total and materials installed by subcontractors, regardless of who originally purchased them, will be included in the subcontractor's totals.

ADD the following:

(F) All subcontractors and purchase orders for equipment shall state and establish guaranteed delivery dates, at such times as determined by the Contractor, which will allow the Contractor to complete the project within the contract time.

(G) The Contractor shall furnish the Subcontractors List form with the Contractor's bid including the estimated amount of each subcontract. Additionally, a duplicate copy of each subcontract, including lower tier subcontracts, shall be delivered to the Director upon award of the project and prior to the issuance of the Notice to Proceed.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

ADD the following:

At the preconstruction conference the Contractor shall submit for review by the Engineer a complete construction schedule. The Engineer reserves the right to reject construction schedule submittals when in the Engineer's opinion the schedule lacks the proper detail. It shall be the responsibility of the Contractor to maintain overall coordination of the project. Based on the general contract construction schedule prepared in accordance with these specifications, the Contractor shall obtain from each of the Contractor's subcontractors a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating changes necessitated by unforeseen difficulties.

(A) The construction schedule shall indicate the time of starting and completing each major phase of the project and such intermediate phases as will serve for well-defined control points. The schedule shall be of sufficient detail to define the critical path for project completion. It shall also indicate the scheduled receipt of major items of equipment and the items of equipment installation dates of which is critical to the scheduled progress of the project. Two week look-ahead schedules will be provided by the Contractor at each weekly construction meeting. The comprehensive project schedule shall be updated and submitted monthly. Such updates shall include and accurately reflect additional work, changes in the work, delays to individual items of work and reasons therefore along with the extent of delay and any other items affecting the progress of the project.

(B) Failure by the Contractor to provide the weekly and monthly updates will result in the City withholding an amount equal to 5 percent of the monthly pay estimate relative to the billing period in which the schedule updates are to be provided. Said 5 percent withholding will be retained by the City until the required schedule updates are submitted by the Contractor, reviewed by the City and found to be current. When the schedule updates are determined to be in conformance with the provisions herein the 5 percent retainer will be released with the next monthly payment.

(C) The construction schedule shall serve as an index of progress prosecution as contemplated by the Contractor. In the event the actual construction progress varies substantially from the scheduled progress, the

Engineer will require and the Contractor shall be required, within 10 calendar days written notice, to provide a revised construction schedule, giving in detail the particular changes in production as estimated by the Contractor to complete the work within the specified contract time. Time is of the essence in this regard.

ADD the following subsection to 108.4 Contractor's Construction Schedule:

108.4.1 Project Meetings

(A) It shall be the responsibility of the Contractor to conduct weekly meetings to be attended by representatives of subcontractors, utilities, the City and other interested parties for the purpose of keeping the project on schedule and to provide for necessary coordination of the work of the various parties. The Contractor shall take minutes at each meeting for distribution to all attendees the following week. The minutes shall be of sufficient detail to accurately recount the meeting discussion, including but not limited to progress, work schedule, submittals and certifications, utilities, construction issues, contract changes, safety and traffic control, action items, and resolved and unresolved issues.

(B) Additionally the Contractor shall furnish the Director with written weekly project status reports at the beginning of each weekly project meeting. The report shall cover the work of the preceding work week and shall include the following for each week:

- (1) A comprehensive daily list of the Contractor's men and equipment performing the work on the jobsite.
- (2) A comprehensive daily list of the Contractor's subcontractor's men and equipment, if any, performing the work on the jobsite.
- (3) A brief description of the work performed by the Contractor and Contractor's subcontractors, if any.
- (4) The estimated percentage of each portion of the work performed for the period together with the total percentage of each portion of the work performed to the date of the report.
- (5) A detailed summary of each work stoppage, if any, occasioned by the City, other contractors, or other designated reasons, which were beyond the Contractor's control.
- (6) Comments or exceptions to prior weekly meeting minutes shall be addressed at each subsequent construction meeting.

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME

ADD the following:

It is the Contractor's responsibility to establish construction methods and a construction schedule, which will facilitate the completion of work required by this contract within the contract period and with full consideration for the season during which the work is scheduled. Judgment as to hazardous conditions shall be made by the Director.

To receive consideration for an extension of time, a request must be made in writing to the Director stating the reason for said request, and such request must be received by the Director as soon as reasonably practicable when the Contractor has knowledge or should have known of the delay causing event, condition or circumstances, but in no event later than immediately following the end of the delay-causing condition. The extension of time allowed shall be as determined by the Director and approved by the City. In setting the contract time, it has been assumed that up to 5 working days may be lost as a result of weather conditions which will slow down the normal progress of work; therefore no extensions in contract time will be allowed for the first 5 working days lost due to bad weather conditions. An extension of time may be granted by the City after the expiration of the time originally fixed in the contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.

Any extension of time shall not release the sureties upon any bond required under the contract. Extensions of time in and of themselves will not be a basis for a request of additional compensation by the Contractor.

Any delays in the project, or extensions of time which may be granted, shall not entitle the Contractor to any additional compensation or monies whatsoever, including but not limited to compensation for loss of anticipated profits, extended overhead, unabsorbed home office overhead, or any other payments, unless expressly agreed to by the City in a duly executed and approved contract amendment.

108.8 GUARANTEE AND WARRANTY PROVISIONS

REMOVE the first paragraph in its entirety and REPLACE with the following:

The Contractor shall guarantee the work against defective workmanship and materials for a period of 2 years from the date of its final acceptance under the contract, ordinary wear and tear and unusual abuse or neglect excepted.

During the 2 year guarantee period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within 5 calendar days after written notice by the City, it is agreed that the City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor.

108.10 FORFEITURE AND DEFAULT ON CONTRACT

ADD the following:

In accordance with Section 109 of these specifications, if the Contractor fails, neglects, or refuses to perform work tasks necessary for the completion of the total job; replace defective work; to repair or resurface, in a manner that is acceptable to the City and Engineer, public right-of-ways disturbed by the Contractor's work which are a nuisance, hazard, 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 3 calendar 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 and Engineer, the City will proceed to have the work accomplished by others or by itself and deduct the costs thereof from amounts due to the Contractor.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

108.11 TERMINATION OF CONTRACT

ADD the following:

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

SECTION 109: MEASUREMENTS AND PAYMENTS

109.2 SCOPE OF PAYMENT

ADD the following:

The Contractor shall maintain any and all documentation to substantiate all costs on the project, including but not limited to those items included in force account computations, computations reflecting the actual cost of work on the project and computations substantiating any claimed increases or additional costs incurred in the project by the Contractor, and shall make those records available to the City (or provide copies thereof to the City) within 24 hours of request by the City. The failure of the Contractor to maintain and produce the foregoing documentation will preclude the Contractor from being entitled to any additional payments for any additional work in question.

109.4 COMPENSATION FOR ALTERATION OF WORK

ADD the following:

New or additional work will be classed as extra work when determined by the Director that such work is not covered by the contract.

The value of such work or change shall be determined and paid for with a contract amendment in one of the following ways according to the contract amendment procedure set down by the Public Works Department, and at the option of the City:

- (A) As may be mutually agreed upon by the City and the Contractor.
- (B) By unit prices in accordance with the Contractor's bid.
- (C) By lump sum based upon the Contractor's estimate and the Director's review and acceptance of the estimate.
- (D) By force account in accordance with the requirements of that section.
- (E) The Contractor shall do such extra work and furnish material and equipment therefore upon receipt of an accepted contract amendment or other written order of the Director. In no case shall work be undertaken without written notice from the Director to proceed with the work. In absence of such contract amendment or other written order of the Director, the Contractor shall not be entitled to payment for any extra work. All contract amendments must be approved by the Director. Contract amendments over \$25,000.00 must be approved by City Council.
- (F) In the event that the Contractor and the City cannot agree on the compensation to be paid to the Contractor prior to the issuance of a contract amendment, then and in that event the City has the option of terminating the contract with the Contractor or directing the Contractor to proceed and to receive compensation pursuant to the force account provisions herein. In the event that this contract is terminated by the City pursuant to this subsection, the Contractor shall only be paid for those services performed to date of the City's Notice of Termination, said payment to be based upon the unit prices as set forth in the Contractor's bid. In no event shall the Contractor be entitled to additional compensation for lost profits, mobilization or de-mobilization costs, loss of anticipated profits, extended overhead, unabsorbed home office overhead, or any other payments other than for work actually performed as based upon unit prices. In the event that there are no unit prices pertaining to work in question, then and in that event the Contractor's compensation for early termination pursuant to this subsection shall be based upon force account as here-in-before described.
- (G) It is expressly agreed that in the event of a contract amendment, any compensation due the Contractor shall be set forth in the contract amendment, and shall be considered full and complete payment (if any) for any and all work related costs, including but not limited to labor, materials, equipment, supervision, field office overhead, extended home office overhead, unabsorbed home office overhead, taxes, bonds, insurance and profits. Additionally, the Contractor shall not be entitled to any additional compensation based upon a contract amendment (or the accumulation of contract amendments) unless specifically set forth in that contract amendment.

(H) In the event that the Contractor submits a proposed contract amendment, the Director shall have 10 days after receipt of the Contractor's written proposed contract amendment to either accept or agree to the contract amendment under the above provisions or deny such proposed contract amendment. If necessary to assess the proper purpose and function of a Contractor's proposed contract amendment, because of the proposed contract amendment's complexity or scope, the Director may either accept and agree to the contract amendment or deny such proposed contract amendment under the above provisions beyond such 10 day period and for an additional reasonable period commensurate with the nature of the proposed contract amendment. The failure of any party to take any action within the time periods or in the manner specified in the subparagraph shall be deemed a waiver of that party's right to recover for such delay in acting.

109.5 ACTUAL COST WORK

ADD the following:

The basis of payment for construction of the project shall be unit prices for all work actually performed in accordance with the specifications and scope of work, and shall include all labor and materials incorporated in the completed work.

Upon final inspection and acceptance of the work, the City will pay the Contractor the amount earned under the Contract, as provided herein.

ADD the following subsection to 109.5 Actual Cost Work:

109.5.8 Force Account

The compensation for force account work performed by the Contractor shall be approved by the Director in the following manner:

(A) Labor: The Contractor shall provide monthly certified payroll reports for all labor and for foremen in direct charge of the specific operations. The Contractor will be compensated as follows:

- (1) The actual cost of wages paid by him but at rates not to exceed those for comparable labor currently employed on the project as determined by the Director.
- (2) The actual cost of social security taxes and unemployment compensation insurance. There will be no payment for fringe benefits unless mandated by Federal law on federally funded projects.
- (3) An amount equal to 15 percent of the actual cost of wages and other costs listed above to cover the Contractor's profit and overhead.
- (4) In case work is performed by a subcontractor, the said 15 percent will be added only once to the actual cost of the work, however, the Contractor may add 5 percent to the subcontractor's price to cover the Contractor's own overhead and supervision.

(B) Tools and Equipment: For any special or heavy equipment, the use of which has been authorized by the Director, except for small tools and manual equipment, the Contractor shall be reimbursed the actual cost of rental, not to exceed the latest Rental Rate Blue Book for Construction Equipment. In the event that any of the equipment to be used is not shown in said schedule, the rental rate for such equipment shall be as agreed upon in writing before the work is started. No percentage shall be added to equipment rental rates. In the event said special or heavy equipment is owned by the Contractor, he shall be compensated only for the actual hours said equipment is required for the work under force account on the job site, at a rate not to exceed the latest Rental Rate Blue Book for Construction Equipment.

(C) Materials: For all materials accepted by the Director and used in the work the Contractor shall be paid the actual cost of such material, including transportation charges, to which cost shall be added a sum equal to 15 percent thereof.

(D) Supervision Overhead and Home Office Overhead: No allowance shall be made for general superintendence. The cost of supervision and all overhead is presumed to be included in the 15 percent added in accordance with the above.

(E) Records: The Contractor's representative and the Director shall compare the records of the work performed as ordered on a force account basis at the end of each day on which such work is performed. Copies of these records shall be made on suitable forms provide for this purpose and signed by both the Director and the Contractor's representative. All claims for work done on a force account basis shall be certified and submitted to the Director by the Contractor, and such statements shall be filed with the Director not later than the fifth day of the month following that in which the work was actually performed.

(F) Bonds and Insurance: The Contractor shall be paid the actual cost for additional bonding and insurance pertaining to force account work when the Contractor can provide evidence of additional payment for premiums on required payment and performance bonds. No duplication of payment for Contractor's costs associated with labor costs above will be allowed.

(G) The Director authorized representative is in charge of force account work and has the authority to direct which labor and equipment will be used, to suspend operations, and to refuse to pay for any labor or equipment, which he feels is not doing productive work.

109.7 PAYMENT FOR BOND ISSUE AND BUDGET PROJECTS

ADD the following:

For and in consideration of the faithful performance of the work, the City will pay to the Contractor the amount earned less retention as computed from the actual quantities of work performed under the contract and to make such payment in the manner and at the time(s) specified herein.

ADD the following to the third paragraph of item (A):

The Contractor shall obtain approval from the City prior to reducing the percentage of funds retained and prior to requesting the release of one-half the previous retained amount.

ADD the following to item (A) (1):

- (a) Once each month, the Inspector and the Contractor's Superintendent shall meet, or as necessary, to jointly measure all work items under the contract to determine pay quantities for each pay period. Quantities of work items shall be documented on the respective plan sheets and separately in tabular fashion with station to station measurements noted to assure there is no duplication of payment for work performed. Measurements will be for work actually completed. No projections for expected completion of work will be allowed.
- (b) The Contractor shall submit partial payment requests in a format approved by Public Works together with the City's Pay Request Application and Certification for Payment (form provided by Public Works) or equal, subject to approval by the Director.
- (c) The Contractor shall furnish a detailed breakdown showing unit prices and quantities for use in preparing the monthly estimate. No partial payment will be made until this breakdown is presented by the Contractor and has been reviewed and accepted by the Director. Green-lined plan sheets shall be submitted with each monthly pay request illustrating the line item quantities constructed for the period. The green-lined plan sheets and pay estimate spreadsheets must reconcile with one another.

- (d) Partial payments for stored materials may be considered by the Director, if it is determined to be in the best interest of the City. The Contractor shall not rely on payment for stored materials being approved in the preparation of the project bid.

REMOVE the first paragraph of item (B) in its entirety and REPLACE with the following:

(B) Final Payment: When the project has been accepted as provided in Section 105 of these specifications, and within 30 calendar days after final inspection of the work completed under the contract, the Contractor shall render to the City a final estimate, which shall show the amount of work performed and accepted under the contract. All prior estimates and partial payments will be subject to correction in the final estimate for payment.

ADD the following to the second paragraph of item (B):

(See the Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties within the contract documents.) Additionally, the Contractor shall furnish lien waivers for all completed labor and materials consumed during the project.

Prior to the final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor, and shall apply to those moneys to the appropriate account. The Contractor shall provide to the City any information necessary to determine the total amount(s) due. The quantities appearing in the bidding schedule are approximate only, and are prepared for the comparison of bids. Payment to the Contractor will be made only by actual quantities of work performed and accepted in accordance with the requirements of the contract. Only the items listed in the bidding schedule are pay items. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted.

Final project as-built plans shall verify line item quantities constructed for the project by individual plan sheet. The Contractor shall submit final payment request in a format approved by the City.

109.10 PAYMENT FOR MOBILIZATION/DEMobilIZATION

REMOVE in its entirety and REPLACE with the following:

The Agency will compensate the Contractor for a single round trip mobilization/demobilization of the Contractor's personnel, equipment, supplies and incidentals, including establishment of offices, buildings and other facilities required for the performance of the work on the project, as well as preparatory work and operations prior to the commencement of the work on the project site.

Measurement and Payment: Mobilization will be measured for payment by the lump sum bid as a single complete unit of work. Payment for mobilization will be made as provided herein which shall be full compensation for supplying and furnishing all materials, facilities, and services and performing all the work involved as specified above. The total amount allowed for mobilization during the life of the contract shall not exceed 9 percent of the original contract amount. If the bid price exceeds this percentage the excess amount will be paid to the Contractor upon completion of the contract and 9 percent of the contract amount shall be used to determine partial payments. Partial payments under this item will be made in accordance with the following provisions:

- (1) The first payment of 1/3 of the lump sum price for mobilization may be made provided that all submissions required under this section and as otherwise noted in the contract documents are submitted by the Contractor at the preconstruction conference to the satisfaction of the Engineer and when the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform portions of the project work.

- (2) The second payment of 1/3 of the lump sum price for mobilization shall be made on the first estimate following completion of 13 percent of the contract.
- (3) The third payment of 1/3 of the lump sum price for mobilization will be made on the first estimate following completion of 26 percent of the contract.

ADD the following subsection to Section 109- Measurements and Payments:

109.11 CONTRACT ALLOWANCE

- (A) Contract allowance items are provided for the purpose of encumbering funds to cover the costs of possible contract amendment work. The amount of the allowance item is determined by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total amount bid for the project.
- (B) This allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract per plan. Unforeseen extra work, if any, shall be in accordance with MAG Specification and COP Supplement 109.4.
- (C) It shall be understood that this allowance item is an estimate only and is based on contract amendment history of similar projects. It shall not be utilized without an approved contract amendment. It is further understood that authorized extra work, if any, may be less than the allowance item. The Contractor, by submittal of a bid, acknowledges that the total bid and individual bid items were prepared without anticipation of use of the contract allowance.

SECTION 110: NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION

110.2.2 Dispute Resolution

REMOVE the first paragraph of item (A) and REPLACE with the following:

- (A) The Contractor shall provide in writing the following information to the Engineer. In providing the information required by this section, the Contractor shall provide specific factual detail as to each item and show the methods of calculating each item.

110.3.1 General

ADD the following:

Level I shall mean the Public Works Project Manager as appointed by the Public Works Director

Level II shall mean the Public Works City Engineer as appointed by the Public Works Director

Level III shall mean the Public Works Director

In the event of litigation, the parties hereby agree to submit to a trial before the court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this agreement.

The parties hereto expressly covenant and agree that in the event of litigation arising from this agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the contract, pursuant to A.R.S. §

12-341.01 (A) and (B), or pursuant to any other State or Federal statute. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this agreement.

110.4 ARBITRATION

REMOVE the last sentence of the first paragraph in its entirety and REPLACE with the following:

The arbitration of claims shall be conducted either in Prescott or Phoenix, Arizona as agreed to by the parties, or if the parties cannot agree, to be determined by the arbitrator, taking into consideration the convenience and costs to the parties and their witnesses.

REMOVE the last paragraph in its entirety and REPLACE with the following:

The decision or award of the arbitrator shall be supported by substantial evidence and, in writing, contain the basis for the decision or award and findings of fact. The decision or award of the arbitrator shall be nonbinding.

Any resolution of a dispute in accordance with MAG Specification and COP Supplement 110 and the contract which causes the contract amount to be exceeded by \$25,000.00 or more shall not be final until approved by the City Council.

PART 200 – EARTHWORK

ADD the following section to Part 200- Earthwork:

SECTION 200: DEWATERING AND BYPASS PUMPING

200.1 DEWATERING

(A) All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem. The Contractor shall submit drawings and complete design data showing methods and equipment he proposes to utilize in dewatering prior to completing any dewatering work. This work shall consist of obtaining permits, furnishing equipment, materials, and labor necessary for the control and removal of water, the construction or installation of all facilities necessary to accomplish the work, and the subsequent removal of such facilities except when designated on the project plans or in the special provisions to remain in place.

(B) The Contractor shall keep, where appropriate, the rehabilitated pipe section free from water during rehabilitation. If groundwater is present in any excavation, the static groundwater level shall be drawn down a minimum of 1 foot below the bottom of excavations to maintain the undisturbed state of natural soils and allow the placement of any fill to the specified density. Disposal of water shall not damage property or create a public nuisance. The Contractor shall have on hand pumping equipment and machinery in good working condition for emergencies and shall have workmen available for its operation. Dewatering systems shall operate continuously until backfill has been completed to 1 foot above the normal static groundwater level.

Groundwater shall be controlled to prevent softening of the bottom of excavations, or formation of “quick” conditions. Dewatering systems shall not remove natural soils. The Contractor shall control surface runoff to prevent entry or collection of water in excavations.

Release of groundwater to its static level shall be controlled to prevent disturbance of the natural foundation soils or compacted fill and to prevent flotation or movement of structures or pipelines.

Measurement and Payment: No separate measurement or payment shall be made for dewatering. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

200.2 BYPASS PUMPING

(A) Description

- (1) Scope: This section specifies the requirements for temporary bypass pumping of sewers
- (2) Requirements
 - (a) The Contractor shall provide labor, materials, and supervision to temporarily bypass flow around the Contractor's work.
 - (b) The Contractor shall have the entire bypassing system in place and tested before bypassing any sewage.
- (3) At the preconstruction conference, the Contractor shall submit drawings and complete design data showing methods and equipment he proposes to utilize in sewer bypassing for approval by the Engineer. The submittal shall include the following information:
 - (a) Drawings indicating the location of temporary sewer plugs and bypass discharge lines
 - (b) Capacities of pumps, prime movers, and standby equipment
 - (c) Design calculations providing adequacy of the system and selected equipment
 - (d) Standby power source
 - (e) Staffing plan
 - (f) Traffic control plan
- (4) Flow Data: It is the responsibility of the Contractor for design, construction, and operation of an adequate and properly functioning bypass. It is also the responsibility of the Contractor to coordinate with the City to gather flow data.
- (5) Protection: In areas where flows are bypassed, all bypass flow shall be discharged as approved by the Engineer. No bypassing to the ground surface, receiving waters, storm drains or bypassing which results in groundwater contamination or potential health hazards shall be permitted.
- (6) Scheduling: The bypass system shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the Engineer. Public advisory services will be required to notify all parties whose service laterals will be out of service and to advise against water usage until the main line is back in service.

(B) Materials

- (1) The Contractor shall provide temporary pumps, conduits and other equipment to bypass the sewer flow. The Contractor shall furnish the necessary labor and supervision to set up and operate the pumping and bypass system. Engines shall be equipped with mufflers and/or enclosed to keep the noise level less than 50dB or 10dB above ambient noise levels when measured at the property line closest to the noise source. Pumps and bypass lines shall be of adequate capacity and size to handle the flows.

(2) The Contractor shall maintain on site sufficient equipment and materials to ensure continuous and successful operation of the bypass systems. Standby pumps shall be fueled and operational at all times. The Contractor shall maintain on site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping and other parts or system hardware to ensure immediate repair or modification to any part of the system as necessary.

(3) All piping, joints and accessories shall be designed to withstand at least twice the maximum system pressure, or 50 psi, whichever is greater. All hoses/pipes used for bypass pumping shall be ramped to allow for the ease of vehicular and pedestrian traffic. All hoses/pipes shall be color-coded for identification to prevent cross contamination of water and wastewater lines. Hose/pipes used for wastewater conveyance shall not be used for water conveyance.

(C) General

(1) During bypass pumping, sewage shall not be leaked, dumped or spilled outside the sewer system. When bypass pumping operations are complete, all piping shall be drained into the sanitary sewer prior to disassembly. In the event that sewage accidentally drains into the storm drainage system or the street, the Contractor shall immediately stop the overflow, notify the City and take the necessary action to clean up and disinfect the spillage to the satisfaction of the City. The Contractor shall submit an emergency spillage and cleanup action plan for all sewage spills to the Engineer for approval prior to beginning construction. It shall include but not be limited to a remediation plan that indicates what labor, equipment and resources will be used to restore the site to the condition prior to the spillage.

(2) The Contractor shall repair without cost to the City any damage that may result from this negligence, inadequate or improper installation, maintenance and operation of bypassing system including mechanical or electrical failures, regulatory infractions and penalties resulting from sewer spillage.

(D) Flow Control

(1) Complete stoppage or bypassing of flow is required during sewer line and manhole rehabilitation work.

(2) When the depth of flow at the upstream manhole of the sewer line section being worked is above the maximum allowable for television inspection, the flow shall be reduced to the level shown below by plugging or blocking of the flow, or by pumping and bypassing of the flow as specified.

(3) **Plugging or Blocking:** A sewer line plug shall be inserted into the line upstream of the section being worked. The plug shall be so designed that all or any portion of the sewage can be released. During TV inspection, flow shall be reduced to within the limits specified above. After the work has been completed, flow shall be restored to normal. Precautions shall be taken to prevent flooding damage. See flow precautions below.

(4) **Pumping and Bypassing:** When pumping and bypassing is required the Contractor shall supply the pumps, conduits and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during peak flow periods or from precipitation and shall be constructed of such material that will prevent leakage during the pumping operation. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing systems. All pump drivers shall have noise suppressor exhaust systems to reduce noise levels to less than 50dB, or 10dB above ambient noise levels, when measured at the closest property line.

(5) **Flow Control Precautions:** When flow in a sewer line is plugged, blocked or bypassed; sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to ensure that sewer flow control operations

do not cause flooding or damage to public or private property being served by the sewer involved. All piping(s), joints and accessories shall be designed to withstand at least twice the maximum system pressure or a minimum of 50 psi whichever is greater. During by-pass pumping sewage shall not be leaked, dumped or spilled onto any area outside the sewer system. When bypass pumping operations are complete all piping shall be drained into the sanitary sewer prior to disassembly. In the event sewage accidentally drains into the drainage system or street, the Contractor shall immediately stop the overflow, notify the Engineer and take the necessary action to clean up and disinfect the spillage to the satisfaction of the Engineer. If sewage is spilled onto public or private property, the Contractor shall wash down, clean up and disinfect the spillage to the satisfaction of the City. The Contractor shall report any and all overflows to the City.

(E) Measurement and Payment: Payment for bypass pumping shall be made at the lump sum bid by the Contractor.

SECTION 201: CLEARING AND GRUBBING

201.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

This work shall consist of removing objectionable material from the right-of-way, easements, all areas to be graded, and such other areas as may be specified in the special provisions. Clearing and grubbing shall be performed in advance of grading operations.

201.3 CONSTRUCTION METHODS

REMOVE the second paragraph in its entirety and REPLACE with the following:

All trees and shrubs found suitable for improvement and beautification, which will not interfere with excavation or embankment or cause disintegration of the improvements shall not be disturbed. In any event, the Contractor shall avoid injury to shrubbery, vines, plants, grasses and other vegetation growing outside of the clearing limits. The dragging and the piling of materials of various kinds and the performing of other work which may be injurious to vegetation shall be confined to areas which have no vegetation or which will be covered by embankment or disturbed by excavation during grading operations.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

From excavated areas, all stumps, roots and other obstructions 3 inches or over in diameter shall be grubbed to a depth of not less than 24 inches below finish grade.

REMOVE Table 201-1 in its entirety and REPLACE with the following:

TABLE 201-1	
EMBANKMENT CLEARING AND GRUBBING	
Height of Embankment Over Stump	Height of Clearing and Grubbing
0 Feet to 2 Feet	All stumps or roots 6 inches or over in diameter shall be grubbed to 24 inches below original grade. All others shall be cut flush with the ground.
2 Feet to 3 Feet	All stumps 1 foot and over in diameter shall be grubbed to 24 inches below original grade. All others shall be cut flush with the ground.
Over 3 Feet	All stumps shall be cut flush with the ground.

REMOVE the last paragraph in its entirety and REPLACE with the following:

All tree trunks, stumps, brush, limbs, roots, vegetation and other debris removed in clearing and grubbing shall be completely removed from the project and properly disposed of.

SECTION 205: ROADWAY EXCAVATION

ADD the following subsection to 205.1 Description:

205.1.1 General

The bidding schedule quantities for this item of work will be considered to be the final quantities for payment. Adjustments in the bidding schedule quantities for roadway excavation as contained in these specifications may be initiated by the Contractor or the Engineer if evidence indicates that the required quantity varies by an amount greater than 5 percent of the bidding schedule quantity. The Contractor shall advise the Engineer, in writing, submitting evidence in the form of a construction survey or photogrammetric survey with measurement for the proposed adjustment and requesting an adjustment in quantities. The Engineer will determine the amount of adjustment, if any. The quantity upon which payment will be based will be the bidding schedule quantity plus or minus only that portion of the adjustment that exceeds 5 percent of the bidding schedule quantity.

Variations caused by shrink/swell of materials shall not be considered for quantity adjustments.

Adjustments in roadway excavation quantities due to revisions ordered by the Engineer will be isolated by measurement or calculations. The bidding schedule quantities will be adjusted by the amount either measured or calculated, regardless of the 5 percent variation requirement above.

205.2 UNSUITABLE MATERIAL

REMOVE the third paragraph in its entirety and REPLACE with the following:

If material is encountered during excavation that the Engineer determines to be unsuitable, the following shall apply:

- (1) Any unsuitable material which is located in a cut section at an elevation above finished subgrade shall not be utilized in construction but shall be removed and disposed of at a site secured by the Contractor. The cost of excavation, hauling and disposal are incidental to roadway excavation. No additional compensation will be allowed for any unsuitable materials found in a cut section at an elevation above finished subgrade.

- (2) Material which is located below the finished subgrade elevation in excavation areas shall be removed to the limits as determined by the Engineer and the resultant cavity backfilled with aggregate base course (ABC) in accordance with Section 310 of these specifications. The costs of the removal, hauling, disposal, backfill material, placement and any related process, shall be included in the payment for this bid item.

205.6 SURPLUS MATERIAL

REMOVE the first paragraph in its entirety and REPLACE with the following:

Unless otherwise shown on the plans, addressed in the special provisions, or approved by the Engineer, no surplus excavated material shall be disposed of within the right-of-way. The Contractor shall make all arrangements for disposal of the material at off-site locations as may be approved by the Engineer. The Contractor shall provide to the Engineer copies of the written consent of the owner of the property upon which he intends to dispose of such material, and any permits that may be required by a governing agency for said disposal.

205.7 MEASUREMENT

REMOVE the first two paragraphs in their entirety and REPLACE with the following:

The following earthwork operations will be measured as roadway excavation for the quantities of material involved.

Excavating the roadway prism including public and private roadway approaches; excavating slides and slip-outs not resulting from overshooting; excavating excess material; excavating selected material and topsoil from within the limits of the project and removing such materials from stockpiles when stockpiling is ordered; and excavating ditches.

ADD the following:

Measurement for unsuitable material shall be to the nearest cubic yard as calculated in the field.

205.8 PAYMENT

ADD the following:

Payment for unsuitable material shall be at the contract unit price and shall include any and all processes associated with the removal and backfill of the unsuitable materials, all excavation, hauling and disposal at a site secured by the Contractor, and backfilling with aggregate base course (ABC).

SECTION 206: STRUCTURE EXCAVATION AND BACKFILL

206.4.2 Structure Backfill for Earth Retaining Structures

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Shall conform to the material and the graduation requirements for Select Material, Type B in Table 702-1, unless otherwise approved by the Engineer.

206.4.4 Structure Backfill for Structures within Paved Areas

REMOVE in its entirety and REPLACE with the following:

Where a structure is located within an existing street, proposed street, or paved area:

All backfill material with the exception of controlled low strength material (CLSM) shall be compacted to 95 percent maximum dry density per ASTM D698. Controlled low strength material shall be 1 sack material as specified in MAG Specifications 604 and 728.

SECTION 211: FILL CONSTRUCTION

211.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Fill construction shall consist of constructing embankments except as may otherwise be specified, including the preparation of the areas upon which they are to be placed; including the construction of dikes.

The bidding schedule quantities for this item of work will be considered to be the final quantities for payment. Adjustments in the bidding schedule quantities for Fill Construction as contained in these specifications may be initiated by the Contractor or the Engineer if evidence indicates that the required quantity varies by an amount greater than 5 percent of the bidding schedule quantity. The Contractor shall advise the Engineer, in writing, submitting evidence in the form of a construction survey or photogrammetric survey with measurement for the proposed adjustment and requesting an adjustment in quantities. The Engineer will determine the amount of adjustment, if any. The quantity upon which payment will be based will be the bidding schedule quantity plus or minus only that portion of the adjustment that exceeds 5 percent of the bidding schedule quantity.

Variations caused by shrink/swell of materials shall not be considered for quantity adjustments.

Adjustments in Fill Construction quantities due to revisions ordered by the Engineer will be isolated by measurement or calculations. The bidding schedule quantities will be adjusted by the amount either measured or calculated, regardless of the 5 percent variation requirement above.

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.

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.

211.4 TESTS

ADD the following:

Quality Control testing frequency shall be 1 per soil type for proctor density testing and 1 per 500 feet per 8 inch lift for compaction testing.

211.5 MEASUREMENT

REMOVE the first paragraph in its entirety and REPLACE with the following:

The quantities of fill construction used to construct embankments or dikes will be those of the complete bid item within the limits of dimensions shown on the plans.

PART 300 – STREETS AND RELATED WORK

ADD the following section to Part 300- Streets and Related Work:

SECTION 300: SAW CUT

300.1 DESCRIPTION

(A) The work under this item shall consist of saw cutting the existing pavement where new asphalt concrete is to match existing bituminous surfaces with no provisions for overlaying the entire section. This item shall also include saw cutting of existing Portland cement concrete pavement, sidewalks, driveways and parking lots where new construction shall match the grade of existing surfaces that are to remain where called for on the project plans or where designated by the Engineer.

(B) Saw cuts shall be made to a full depth of the material to ensure a neat vertical joint. Portland cement concrete designated to remain that is damaged by the saw cutting shall be replaced in kind at the Contractor's expense.

(C) No separate measurement or payment will be made for saw cutting, being considered incidental to the cost for work for which saw cutting is required.

SECTION 301: SUBGRADE PREPARATION

301.1 DESCRIPTION

ADD the following:

The work under this item shall consist of furnishing all materials, equipment, and labor necessary for preparation of natural or excavated areas prior to the placement of any sub-base material, pavement, curbs and gutters, driveways, sidewalks or other structures. Unless provided for in another bid item, this work shall include the removal and disposal of all unsuitable material including existing pavement and other obstructions in accordance with Section 301 of these specifications. The Contractor shall be required to provide and pay for all Quality Control geotechnical testing in accordance with the MAG Specifications and the COP Supplement.

301.2.1

REMOVE in its entirety and REPLACE with the following:

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

Project earthwork quantities, when included as separate contract pay items, will include removed asphalt/bituminous material volumes, unless there is a pay item for asphalt removal or asphalt milling in the bid schedule or otherwise specified in the special provisions.

All unsuitable material and all excess material shall be disposed of in accordance with the requirements of Sections 205.2 and 205.6 of these specifications, respectively. When additional material is required for fill, it shall conform to MAG Specification 210.

301.3 RELATIVE COMPACTION

REMOVE item (B) in its entirety and REPLACE with the following:

The subgrade shall be scarified and loosened to a depth of 8 inches.

(B) Below detached sidewalk not subject to vehicular traffic 95 percent

Subgrade Quality Control testing shall be 1 per 500 linear feet per lane for compaction testing.

301.7 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement for subgrade preparation will be by the square yard, measured by the total accepted area of new pavements, including paved shoulders, tapers, turnouts and driveways that are paved or surfaced with an aggregate base material. The areas under concrete curb and gutter, sidewalk and concrete driveway entrances will not be included. Unless provided for in other separate bid items or unless otherwise specified; Clearing and Grubbing, Roadway Excavation, Rock Excavation, Borrow Excavation, and Fill Construction shall not be measured, in which case payment for these earthwork items, if required, shall be included in the unit price for subgrade preparation.

SECTION 306: MECHANICALLY STABILIZED SUBGRADE – GEOGRID REINFORCEMENT

306.2 MATERIALS

ADD the following

Reinforcement Geogrid shall be Tensar BX1200 or approved equal.

306.8 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Measurement of geogrid reinforcement shall be the surface area of accepted geogrid to the nearest square yard. No additional measurement or payment shall be made for geogrid overlap as required by the manufacturer.

Payment for geogrid reinforcement shall be per square yard installed complete and in place.

SECTION 310: PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

310.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

The work under this item shall consist of furnishing all materials, equipment, and labor necessary for the placement of an approved, imported aggregate base course material on top of a prepared subgrade per the required design thickness, grade, cross-section and compaction as specified on the project plan documents and in accordance with Sections 310 and 701 of these specifications, and MAG Specification 702. Aggregate base course shall not be placed on a prepared subgrade until the Engineer or the Engineer's authorized representative has inspected and accepted the underlying subgrade. The Contractor shall be required to provide and pay for all Quality Control geotechnical testing in accordance with MAG Specifications and COP Supplement. Use of Reclaimed Concrete Material (RCM) is not allowed per COP Supplement 701.4.

ADD the following subsection to 310.1 Description:

310.1.1 Reclaimed Asphalt Pavement (RAP)

Use of reclaimed asphalt pavement (RAP) aggregates or "millings" produced on-site, imported or stockpiled for the intended use in the underlying base or subgrade material must be approved by the Engineer or the Engineer's authorized representative; and shall be screened and meet MAG Sections 310, 701 and 702, and here within. RAP millings must be uniformly mixed with an imported virgin aggregate base course material.

310.2 PLACEMENT AND CONSTRUCTION

ADD the following:

Aggregate base course shall not be placed on excessively wet or frozen subgrade materials as determined by the Engineer.

ADD the following subsection to 310.2 Placement and Construction:

310.2.1 Quality Control Testing

Aggregate base course Quality Control testing frequency shall be as follows:

- (A) Resistance to Degradation and Abrasion: 1 at the start of production and again if source changes.
- (B) Fractured Faces, One Face, PI, and Gradation: 1 per shift.

310.3 COMPACTION

REMOVE the fifth paragraph in its entirety and REPLACE with the following:

For roadway construction, a minimum of 1 field density test shall be performed per 6 inch lift per 500 feet per lane. For other aggregate base course applications, a minimum of 1 field density test shall be performed for each 800 square yards.

REMOVE items (A), (B) and (C) in their entirety and REPLACE with the following:

Aggregate base course shall be compacted to 98 percent in all instances.

310.5 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Measurement for aggregate base course material will be per cubic yard furnished and placed. Copies of material delivery tickets will be required for quantity verification purposes. Payment shall be made at the unit price bid and shall be considered full compensation for this work item.

SECTION 317: ASPHALT MILLING

317.2 CONSTRUCTION REQUIREMENTS

REMOVE in its entirety and REPLACE with the following:

When milling is specified, the existing asphaltic concrete shall be removed in accordance with the details shown on the project plans with equipment specifically designed to remove such material by means of grinding or chipping to a controlled line and grade. The equipment used shall be capable of removing the existing asphaltic concrete within 0.01 feet of the specified removal depth. The removal shall be accomplished in a manner which does not destroy the integrity of any asphaltic concrete pavement that remains and which does not result in a contamination of the milled asphaltic concrete with the underlying base material.

Pavement to be removed by milling, adjacent to manholes, valve boxes, small radius curbs and other fixed objects that produce confined areas shall be removed with milling equipment specifically designed to operate in restricted areas and capable of removing asphaltic concrete of the specified thickness without damage or displacement of the adjacent object. The removal of asphalt concrete pavement at the approaches to structures shall be accomplished in a manner approved by the City.

On projects with existing curb and gutter, any asphaltic concrete buildup in the gutter designated to be removed, shall be removed prior to the pavement removal operation by equipment and methods approved by the Engineer. The equipment and methods used shall be capable of removing the asphaltic concrete buildup without causing damage to the curb and gutter

Upon removal, all milled materials shall become the property of the Contractor. The City will not accept millings. The Contractor shall properly dispose of the millings away from the site. No additional compensation will be made for the disposal of millings.

Prior to milling and roadway excavation, all existing manholes, valve boxes, etc. shall be lowered and protected. All City facilities shall be protected from debris that may result from any adjustments and the Contractor shall be responsible for any maintenance activity resulting from debris related to the construction. No separate payment shall be made for lowering and protecting existing manholes, valve boxes, etc.

Under no circumstance shall the removal of existing asphaltic concrete begin until the mix design for replacement asphaltic concrete has been approved by the Engineer.

The extent of removal of existing asphaltic concrete must be in keeping with the Contractor's ability to produce, haul, place and compact replacement asphaltic concrete so that at all times the length of open "trench" is at a minimum. If the Contractor's production of replacement asphaltic concrete is stopped for any reason, the removal of asphaltic concrete shall either cease or shall be reduced. The Engineer will be the sole judge as to whether the removal shall cease or be reduced. The Engineer's decision will be based on the reason for the stoppage in asphaltic concrete production, the expected length of the stoppage, the type and depth of the material being removed, and the time of day.

ADD the following subsection to 317.2 Construction Requirements:

317.2.1 Quality Control

All milling shall be inspected and approved prior to paving. High spots in excess of the tolerances noted shall be milled until in conformance.

Low spots in excess of ½ inch shall have a leveling course placed prior to paving at no additional cost to the City.

ADD the following subsection to 317.2 Construction Requirements:

317.2.2 Paving

For mill and overlay areas, replacement asphaltic concrete shall be placed as soon as possible after milling has occurred and been approved. The surface on which the material is to be placed shall be uniform and free of loose material. Any exposed base material shall be compacted to the extent required by the Engineer.

The "trench" in which asphaltic concrete is being placed shall be filled before the end of each day's work and the lane shall be opened to traffic. The length of open "trench" at any one time shall not exceed 2 miles or ½ the length of the work, whichever is the lesser.

In the event of circumstances beyond the control of the Contractor, such as equipment breakdown, or if the production of the replacement asphaltic concrete has been stopped by the Engineer and the Contractor is unable to comply with the requirements in the preceding paragraph, the Contractor shall provide and maintain such traffic control devices that the Engineer deems necessary under the circumstances in order to provide safe and efficient passage through the work zone.

If the Engineer deems it to be warranted, the Contractor shall provide for the surface drainage of areas where the pavement surface has temporarily been removed.

ADD the following subsection to 317.2 Construction Requirements:

317.2.3 Macrotexture Milling

Macrotexture asphalt milling when included as a separate contract pay item shall be performed in accordance with the following:

Existing asphaltic concrete shall be removed by milling in accordance with the details shown on the project plans and as specified herein. The milling equipment shall be specifically designed to remove material to a controlled line and grade by means of grinding or chipping. The equipment used shall be capable of removing the existing asphaltic concrete uniformly throughout the milled area at the required cross-slope and within 1/8 inch of the specified removal depth. The specified removal depth of the existing bituminous pavement shall be as noted on the plans. The removal shall be accomplished in a manner which does not destroy the integrity of any pavement that remains. During production milling, the Contractor shall verify the actual depth of milling required to remove the desired underlying pavement surface. If it is determined by the Engineer that the required milling depth is greater than the specified milling depth, the additional material shall be completely removed to the desired underlying pavement surface, as approved, in accordance with COP Supplement 109.4. The milled material shall be removed and disposed of as specified by the City.

The milled surface shall have a maximum mean macrotexture depth of 4.50 millimeters, as determined in accordance with Arizona Test Method 742- Mean Macrotexture Depth of Milled Pavement.

At the start of the milling operation, the Contractor shall mill a 500 foot test section. The milled surface of the test section shall be evaluated by the Engineer for compliance with the maximum mean macrotexture depth requirement. If the milled surface is in compliance with the macrotexture requirement, the Contractor may begin production milling. If the milled surface is not in compliance with the macrotexture requirement, the Contractor shall make adjustments to the milling operation and then mill another test section.

During production milling, the mean macrotexture depth shall be determined at a minimum frequency of 1 test per 1/2 mile per lane. If, at any time, during the milling operation the Engineer determines that the macrotexture requirement is not being achieved, the Contractor shall stop milling. Milling shall not resume until the Engineer is satisfied that the macrotexture requirement can be met or until successful completion of another test section. The forward speed of the milling machine during production milling shall not exceed the speed used for the test section. The forward speed of the milling machine shall be checked throughout each production day, or at the discretion of the Engineer.

The profile of the milled surface, in both the longitudinal and transverse directions, shall not vary by more than 1/8 inch over a distance of 10 feet.

Under no circumstance shall the removal of existing asphaltic concrete begin until the mix design for replacement asphaltic concrete has been approved by the Engineer.

The extent of removal of existing asphaltic concrete must be in keeping with the Contractor's ability to produce, haul, place and compact replacement asphaltic concrete so that at all times the length of milled surface is at a minimum. If the Contractor's production of replacement asphaltic concrete is stopped for any reason, the removal of asphaltic concrete shall either cease or shall be reduced. The Engineer will be the sole judge as to whether the removal shall cease or be reduced. The Engineer's decision will be based on the reason for the stoppage in asphaltic concrete production, the expected length of the stoppage, the type and depth of the material being removed, and the time of day.

Asphaltic concrete shall be placed as soon as possible after the milling. The surface on which the material is to be placed shall be uniform and free of loose material.

The length of milled surface at any one time shall not exceed 2 miles, or 1/2 the length of the work, whichever is less. Asphaltic concrete shall be placed on the milled surface before the end of each day's work. The lane shall be opened to traffic at the end of each day's work.

In the event of circumstances beyond the control of the Contractor, such as equipment breakdown, or if the production of the replacement asphaltic concrete has been stopped by the Engineer and the Contractor is unable to comply with the requirements in the preceding paragraph, the Contractor shall provide and maintain

such traffic control devices that the Engineer deems necessary under the circumstances in order to provide safe and efficient passage through the work zone.

If the Engineer deems it to be warranted, the Engineer will require that the Contractor provide for the surface drainage of areas where the pavement surface has temporarily been removed.

Pavement, to be removed by milling, adjacent to manholes, valve boxes, small radius curbs and other fixed objects that produce confined areas shall be removed with milling equipment specifically designed to operate in restricted areas and capable of removing asphaltic concrete of the specified thickness without damage or displacement of the adjacent object. Such areas may be excluded from macrotexture testing at the discretion of the Engineer.

On projects with existing curb and gutter, any asphaltic concrete buildup in the gutter designated to be removed, shall be removed prior to the pavement removal operation by equipment and methods approved by the Engineer. The equipment and methods used shall be capable of removing the asphaltic concrete buildup without causing damage to the curb and gutter.

317.3 MEASUREMENT AND PAYMENT

REMOVE in its entirety and REPLACE with the following:

Payment for milling shall be based on plan quantities at the unit bid price in the bid schedule to include milling and proper disposal of the millings away from the site.

SECTION 321: PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

321.2 MATERIALS AND MANUFACTURE

REMOVE in its entirety and REPLACE with the following:

The materials shall conform to Section 710 of these specifications for the type specified. Warm Mix Asphalt (WMA) technologies shall not be used. The specific required mix type shall be called out in the contract documents or as directed by the Engineer.

321.3 WEATHER AND MOISTURE CONDITIONS

REMOVE in its entirety and REPLACE with the following:

Asphalt concrete shall be placed only when the surface on which the material is to be placed is dry, unfrozen, the atmospheric temperature in the shade is at 40 degrees F and rising, and the temperature of the road surface or subsurface is at 50 degrees F and rising as measured in the shade. No asphalt concrete shall be placed when the weather is foggy or rainy, when precipitation is eminent, or when the base or sub base on which the material is to be placed is unstable. Asphalt concrete shall be placed only when the Engineer or the Engineer's authorized representative determines that weather conditions are suitable and sub base conditions on which the material is to be placed are acceptable.

321.4 APPLICATION OF TACK COAT

REMOVE the first and second paragraphs in their entirety and REPLACE with the following:

A tack coat shall be applied to all existing and to each new course of asphalt concrete prior to the placing of a succeeding lift of asphalt concrete.

The application of the tack coat shall comply with Section 329 of these specifications. The grade of emulsified asphalt shall be SS-1h as specified in MAG Specification 713.

321.6 MIX PRODUCTION

ADD the following:

(A) Stockpiling

(1) Sufficient virgin mineral aggregate material shall be stockpiled at the site of the hot plant to produce the quantity of asphalt concrete required for a minimum of two successive 8 hour shifts; however, this requirement will be modified during the last 2 days production, or under special conditions with the Engineer's approval.

(2) Mineral aggregate shall be stockpiled so that segregation is minimized. An approved divider of sufficient size to prevent intermingling of stockpiles shall be provided.

(B) Proportioning

(1) No fine material which has been collected in the dust collection system shall be returned to the mixture unless the Engineer, on the basis of tests, determines that all or a portion of the collected fines can be utilized. If the Engineer so determines, he will authorize in writing the utilization of a specific proportion of the fines; however, authorization will not be granted unless the collected fines are accurately and uniformly metered into the mixture.

(2) Mineral aggregate and bituminous material shall be proportioned by volume, by weight, or by a combination of volume and weight.

(3) When mineral aggregate and bituminous material are proportioned by weight, all boxes, hopper buckets or similar receptacles used for weighing materials, together with scales of any kind used in batching materials, shall be insulated against the vibration or movement of the rest of the plant due to the operation of any equipment so that the error in weighting with the entire plant operating shall not exceed 2 percent for any setting nor 1½ percent for any batch. Bituminous material shall be weighed in a heated, insulated bucket suspended from a springless dial scale system.

(4) When mineral aggregate and bituminous material are proportioned by volume, the correct portion of each mineral aggregate size introduced into the mixture shall be drawn from the storage bins by an approved type of continuous feeder which will supply bituminous material and so arranged that the proportion of each mineral aggregate size can be separately adjusted. The continuous feeder for the mineral aggregate shall be mechanically or electrically actuated.

(C) Drying and Heating

(1) A recording pyrometer or other approved recording thermometric instrument sensitive to a rate of temperature change of not less than 10 degrees F per minute shall be so placed at the discharge chute of the drier in order to record mineral aggregate and to facilitate reading the recorded temperature. A copy of the recording shall be given to the Engineer. The moisture content of the asphalt concrete immediately behind the paver shall not exceed 1 percent.

(D) Mixing

(1) The production of the plant shall be governed by the rate required to obtain a thorough and uniform mixture of the materials. Mixing shall continue until the uniformity of coating, when tested

in accordance with the requirements of the American Association of State Highway and Transportation Officials (AASHTO) T 195, is at least 95 percent.

(2) A positive signal system shall be provided to indicate the low level of mineral aggregate in the bins. The plant will not be permitted to operate unless this signal system is in good working condition. Each bin shall have an overflow chute or a divider to prevent material from spilling into adjacent bins.

(3) The temperature of asphalt concrete upon discharge from the mixer shall not exceed 325 degrees F. If the asphalt concrete is discharged from the mixer into a hopper, the hopper shall be constructed so that segregation of asphalt concrete will be minimized.

321.8 PLACEMENT

ADD the following:

(A) The Contractor shall stringline finish ABC grade in the presence of the Engineer or the Engineer's authorized representative to verify compliance to specified tolerances prior to the placement of asphalt concrete. Placement of asphalt concrete shall not begin until adjacent Portland cement concrete items have obtained 75 percent of design strength.

(B) The handling of asphalt concrete shall at all times be such as to minimize segregation. Any asphalt concrete which displays segregation shall be removed and replaced.

(C) All wheels and tires of compactors and other equipment shall be wiped when necessary with an approved product in order to prevent the picking up of the asphalt concrete.

(D) Before asphalt concrete is placed, the surface to be paved shall be cleaned of objectionable material.

(E) The base or subgrade upon which the asphalt concrete is to be placed shall be prepared in accordance with the applicable requirements for the material involved and maintained in a smooth and firm condition until placement.

(F) At any time, the Engineer or the Engineer's authorized representative may require that the work cease or that the work day be reduced in the event of weather conditions either existing or expected which would have an adverse effect upon the asphalt concrete.

(G) The temperature of asphalt concrete just prior to compaction shall be at least 250 degrees F but shall not exceed 300 degrees F, unless permitted by the Engineer.

(H) The asphalt concrete shall be placed as a surfacing course. Surfacing courses are defined as courses placed to serve either as a traffic surface or as a surface upon which a finishing course or seal coat is to be placed. The thickness of surfacing courses will be shown on the project plans.

(I) In order to achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant.

(J) Tapered sections exceeding 8 feet in width or widened sections not exceeding 4 feet in width may be placed and finished by other means approved by the Engineer.

321.8.5 Smoothness

REMOVE the second sentence in its entirety and REPLACE with the following:

Surfacing course surfaces shall not vary more than 1/8 inch from the lower edge of a 10 foot long straightedge when the straightedge is placed parallel to the center of the roadway.

321.9 QUALITY CONTROL

ADD the following:

Contractor Quality Control**(A) General Requirements**

(1) It shall be the responsibility of the Contractor to administer a Quality Control Plan (hereinafter, within this section, referred to as "Plan") sufficient to assure a product meeting the requirements of these specifications. The Plan may be operated wholly or in part by a subcontractor or an independent organization; however, the Plan's administration, including compliance with the Plan and its modification, shall remain the responsibility of the Contractor.

(2) The Contractor is required to provide and maintain a Quality Control Plan, along with all the personnel, equipment, supplies and facilities necessary to obtain samples, perform tests, and otherwise assure the quality of the project.

(3) The Contractor shall submit the Plan to the Engineer or the Engineer's authorized representative at the preconstruction conference.

(4) The Contractor shall perform process control sampling, testing and inspection during all phases of the work and shall perform the process control sampling, testing, and inspection at a rate sufficient to assure that the work conforms to the contract requirements. The Contractor shall provide the Engineer a certification stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures.

(B) Elements of the Plan

(1) The Plan shall address all elements which affect the quality of the asphalt concrete including, but not limited to the following: Mix Design, Aggregate Production, Quality of Components, Stockpile Management, Proportioning, Mixing (including addition of Mineral Admixture, if required), Placing and Finishing, Joints, and Compaction.

321.12 MEASUREMENT

ADD the following:

(A) Measurement under this item shall be to the nearest square yard.

(B) No separate measurement shall be given for the thickened edge, COP GES Detail 201Q and as detailed on project drawings. This work shall be considered incidental and included in the unit price bid in the contract documents. Payment shall be made at the unit price bid in the contract documents for the items complete in place, adjusted for compaction and thickness deficiencies as herein provided.

SECTION 329: TACK COAT**329.3 APPLICATION**

REMOVE in its entirety and REPLACE with the following:

- (A) The application rate shall be between 0.04 to 0.06 gallons per square yard of diluted material, 50 percent water and 50 percent emulsion, using SS-1h.
- (B) The tack coat shall be applied only as far in advance of placing the asphalt concrete as ordered by the Engineer; however, in no event shall the tack coat be applied and not covered by the asphalt concrete in the same day.

329.6 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement shall be per ton diluted as placed, based on weight tickets.

SECTION 336: PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION

REMOVE the second paragraph in its entirety and REPLACE with the following:

Asphalt concrete roadway pavement replacement shall be constructed in accordance with COP GES Detail 200Q-1 and as indicated on the plans.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

All other surface replacement in the right-of-way but not in paved roadways shall be constructed in accordance with COP GES Detail 200Q-1 and as indicated on the plans.

336.2.1 Pavement Widening or Extensions

REMOVE the second paragraph in its entirety and REPLACE with the following:

The existing pavement shall be cut and trimmed after placement of required ABC and just prior to placement of asphalt concrete for pavement widening or extension, and the trimmed edges shall be painted with a light coating of emulsified asphalt immediately prior to constructing the new abutting asphalt concrete pavements. No extra payment shall be provided for these items and all costs incurred in performing this work shall be incidental to the widening or pavement extension.

336.2.3 Temporary Pavement Replacement

REMOVE the first and second paragraphs in their entirety and REPLACE with the following:

Temporary pavement replacement with UPM in accordance with COP GES Detail 200Q-1 shall be required in right-of-way until permanent hot mix trench pavement replacement can be performed. The Contractor shall install temporary asphalt pavement or the first course of permanent pavement replacement in accordance with Section 336 of these specifications immediately following backfilling and compaction of trenches that have been cut through existing pavement. Except as otherwise provided in Section 336, this preliminary pavement shall be maintained in a safe and reasonably smooth condition until required backfill compaction is

obtained and final pavement replacement is completed. Temporary paving removed shall be hauled from the job site and disposed of by the Contractor at no additional cost to the Agency.

Permanent pavement replacement shall replace temporary repairs within 5 working days after completion of temporary work.

336.2.4.1 Permanent Asphalt Pavement Replacement

ADD the following:

(H) Asphalt concrete trench pavement replacement shall be a minimum 4 inch thickness compacted to 95 percent of laboratory density in accordance with COP GES Details 200P-2, 200Q-1 and MAG Specification 601.6.

(I) Permanent hot mix asphalt concrete pavement replacement shall be required for all trench cuts. Installation of UPM or other high performance cold mix shall not be permitted for permanent installation. The Contractor shall be required to maintain pavement trench cuts to the satisfaction of the Engineer.

(J) The Contractor shall coordinate with the Engineer a minimum of 2 working days in advance of trench paving.

REMOVE the last paragraph in its entirety.

336.3 TYPES AND LOCATIONS OF TRENCH SURFACE REPLACEMENT

REMOVE the first five paragraphs in their entirety and REPLACE with the following:

Normally, the type of pavement replacement and backfill required will be noted on the plans or specified in other portions of the contract documents and construction shall be in accordance with COP GES Detail 200Q-1. If a type is not noted on the plans or specified in the special provisions, the following criteria will govern:

T-Top trench repair will be utilized on all streets per COP GES Detail 200Q-1.

COP GES Detail 200Q-1 trench repair shall be utilized to repair surfaces other than asphalt concrete or Portland cement concrete pavement. It may also be used when the condition of the existing pavement does not justify construction of T-Top trench repair. Prior written approval of the Engineer is required for this condition.

336.4 MEASUREMENT

REMOVE items (A) and (B) in their entirety and REPLACE with the following:

(A) In computing pay quantities for replacement using COP GES Detail 200Q-1, pay widths shall not exceed the maximum widths as depicted on Table 601-1, plus 24-inches for the T-Top.

(B) In computing pay quantities for replacement using COP GES Detail 200Q-1, pay widths shall not exceed the maximum widths as depicted on Table 601-1.

336.5 PAYMENT

ADD the following:

Pavement matching and surfacing replacement shall include all saw cutting, removal and disposal of existing pavement, plus all labor and material for complete installation of permanent pavement replacement. No extra payment will be made for temporary pavement required for maintenance of utility trench cuts or for trench widths in excess of Section 336.4 of these specifications.

SECTION 340: CONCRETE CURB, GUTTER, SIDEWALK, CURB RAMPS, DRIVEWAY AND ALLEY ENTRANCE

340.2 MATERIALS

REMOVE the first sentence in its entirety and REPLACE with the following:

Concrete shall be Class AA unless otherwise noted.

340.2.1 Detectable Warnings

ADD the following:

Detectable warnings shall be Masco Detectable Warning Panels, or approved equal, and in the color Salem Red.

340.3.1 Subgrade Preparation

REMOVE the second paragraph in its entirety and REPLACE with the following:

The subgrade shall be constructed and compacted true to grades and lines shown on the plans and as specified in Section 301 of these specifications. All soft or unsuitable material shall be removed to a depth of not less than 6 inches below subgrade elevation and replaced as directed by the Engineer. Unsuitable material shall be measured and paid in accordance with Section 205.2 of these specifications. The subgrade shall be compacted to not less than 95 percent of the maximum dry density.

All concrete items in this section shall be constructed on a minimum of 4-inches of aggregate base course unless noted otherwise, whether shown on the standard details or not. Aggregate base course shall be compacted to not less than 98 percent of maximum dry density.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.1 Concrete Curb, Gutter, and Curb Terminations

The pavement section (base and sub-base) shall extend to the back of curb.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.1a Single Curb

All single curb shall be constructed to MAG Detail 222.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.2 Concrete Sidewalk, Sidewalk Landing, and Ramp

Concrete sidewalk, sidewalk landings, and ramps shall be in accordance with COP GES Details or as otherwise modified on the plans.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.3 Concrete Driveway Entrances and 6 Inch Concrete Slabs

Portland cement concrete pavement shall contain 6 percent $\pm$ 1 percent entrained air. Slump shall be a maximum of 3½ inches.

Construction Joints shall be a maximum of 15 feet apart. The Contractor shall submit a jointing pattern for review and approval prior to construction.

Driveways shall include the curb returns to the existing grades as shown on MAG Detail 251 and modified by the driveway details in the plans. All concrete used in the driveways and adjacent sidewalk crossings shall be 6 inches thick.

Match up construction shall include 10 feet of replacement driveway surfacing from the new top of sidewalk to the existing driveway elevations behind the sidewalk unless otherwise shown on the plans.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.4 Concrete Valley Gutter

All concrete valley gutter shall be constructed on a minimum 8 inch thick aggregate base course, whether shown on the standard details or not.

340.3.10 Deficiencies

REMOVE in its entirety and REPLACE with the following:

Any section of the work deficient in depth or not conforming to the plans or specifications shall be removed and replaced by the Contractor at no additional cost to the City. Replacement or reconstruction shall be from joint to joint.

Concrete work that does not comply with tolerance requirements of MAG Specification 340.3.9 shall be removed and replaced. Remove and replace gutters that exceed the ponding tolerance. Grinding shall only be allowed if approved by the Engineer.

No placement of asphalt shall occur unless the Contractor receives acceptance from the Engineer for all concrete work, such as, but not limited to: curb and gutter, gutter, raised median, concrete sidewalks and ramps, and valley gutter.

It shall be the Contractor's responsibility to submit for approval in advance of any paving operations such that concrete work can be inspected, and deficient work can be removed and replaced by the Contractor. The Contractor shall make necessary removals, replacements and corrections at no additional cost to the City. The Contractor shall not receive any time extension for removal, replacements and corrections of deficient work unless approved by the Engineer. The Contractor shall not receive any time extension for failure to notify the City in a timely manner for inspection before paving operations.

Approval shall be a written document from the Engineer. Verbal approval shall not be accepted.

340.5.2 Concrete Flat Work

REMOVE in its entirety and REPLACE with the following:

Sidewalks, driveways, alley intersections, valley gutters, curb ramps and aprons, to include spandrels, will be measured to the nearest square foot complete in place. When concrete sidewalks, sidewalk ramps, driveways, alley intersections, valley gutters, curb ramps, aprons and/or spandrels are cut during trenching operations, the square foot measurement for payment will be in accordance with Section 336 of these specifications.

340.5.3 Curb Ramp Installation

REMOVE in its entirety and REPLACE with the following:

Curb ramp installation shall be measured in accordance with Section 340.5.2 of these specifications. Detectable warnings are an integral part of curb ramp installations and shall not be measured or paid separately.

Perpendicular curb ramps shall include the area from the back of curb between the outer edges of the ramp wings to the top of the curb ramp, ending prior to and excluding the top landing. The top landing area shall be measured as sidewalk in accordance with Section 340.5.2. Ramp curbs are an integral part of the perpendicular curb ramp installation and shall not be measured or paid separately.

Parallel and combination curb ramps shall include the ramp area between the ramp curb and the back edge of the roadway curbing. Ramp curbs are an integral part of parallel curb ramp and combination curb ramp installations and shall not be measured or paid separately.

ADD the following subsection to 340.5 Measurement:

340.5.4 Aggregate Base Course

Aggregate base course shall be considered incidental to all items in this section.

340.6 PAYMENT

ADD the following:

Aggregate base course shall be considered incidental to all items in the section.

No separate measurement or payment for the curb returns and transition curbs for driveways shall be made.

SECTION 345: ADJUSTING FRAMES, COVERS AND VALVE BOXES

345.1 DESCRIPTION

REMOVE the second paragraph in its entirety and REPLACE with the following:

All frames, covers, valve boxes, manholes, etc., shall be adjusted to finished grade after placement of asphalt concrete surface course by the Contractor in accordance with the standard details. Adjustments shall be completed within 15 working days of completion of paving.

The Contractor shall remove old frames and covers and install new frames and covers in accordance with the contract documents.

345.3 ADJUSTING FRAMES

REMOVE the second paragraph in its entirety and REPLACE with the following:

Frames shall be set to the elevations and slopes established by the Engineer and shall be firmly blocked in place in accordance with COP GES Detail 422Q. Spaces between the frame and the old seat shall be sealed on the inside to prevent any concrete from entering the hand hole or manhole. Class AA concrete shall be placed around and under the frames to provide a seal and properly seat the frame at the required elevation and slope.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ -inch wide by ½ - inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Details 270Q and 422Q)

Existing frames and covers shall be salvaged to the City. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

After removal of the temporary asphalt pavement in the area of adjustment, and prior to placement of the final concrete collar ring (as shown on COP GES Details 270Q and 422Q) the asphalt pavement in proximity of the adjustment shall be rolled with a self-propelled steel wheel roller if requested by the Engineer.

Traffic shall not be allowed on the concrete collars until the concrete has reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use “high-early” in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

345.4 ADJUSTING VALVE BOXES

REMOVE in its entirety and REPLACE with the following:

Valve boxes shall be adjusted to the new elevations indicated on the plans, or as established by the Engineer.

New valve box top risers and caps shall be furnished by the Contractor at existing water valve locations and placed as directed by the Engineer. New valve box top risers and caps shall be considered incidental to the cost of adjustment.

Existing valve box risers and caps shall be salvaged to the City. All salvaged items shall be delivered to the City Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ inch wide by ½ inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Detail 391Q)

Traffic shall not be allowed on the concrete collars until the concrete had reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use “high-early” in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

Add the following subsection to 345.4 Adjusting Valve Boxes:

345.4.1 Adjusting Meter Boxes

Meter boxes shall be adjusted to the new elevations indicated on the plans, or as established by the Engineer.

Additional meter box sections, concrete, and miscellaneous items required to protect the utility in accordance with the respective standard detail shall be considered incidental to adjusting the meter box.

345.5 ADJUSTING MANHOLE AND VALVE COVERS WITH ADJUSTMENT RINGS

REMOVE in its entirety and REPLACE with the following:

Existing sanitary sewer manhole and covers shall be salvaged to the City. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer.

Adjusting rings may be used to raise manhole covers in conformance to the dimensions noted on COP GES Detail 420Q-1. The amount of adjustment, thickness of seal or overlay, and cross slope will be considered when using adjusting rings. Each location where an adjusting ring is used must have a sufficient depth of asphalt to assure the proper installation and operation of the ring. The rings shall be made of concrete and installed per the manufacturer’s specifications. The rings shall be approved by the Engineer.

The concrete collar ring around the frame or valve box shall be circular, shall be a minimum of 8 inches thick, struck off and finished ¼ inch below with the adjacent new pavement surface. Concrete shall be a minimum of Class AA. All concrete shall be obtained from plants approved by the Engineer.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ inch wide by ½ inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Detail 270Q)

Traffic shall not be allowed on the concrete collars until the concrete has reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use “high-early” in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

All machined surfaces on the frame and cover shall be such that the cover will lie flat in any position in the frame and have a uniform bearing through its entire circumference. Any frame and cover which creates any noise when passed over by automobiles shall be replaced by the Contractor at the Contractor’s expense.

345.6 MEASUREMENT

ADD the following:

Measurement for adjusting existing frames, covers, valve boxes, and water meter boxes to finished grade shall be the actual number of each type adjusted and accepted.

Measurement for adjusting new frames, covers, valve boxes, and water meter boxes shall not be measured as adjustment to finished grade is considered incidental to installation of the respective item.

SECTION 350: REMOVAL OF EXISTING IMPROVEMENTS

REMOVE the section in its entirety and REPLACE with the following:

350.1 DESCRIPTION

The work under this section shall consist of the removal, wholly or in part, and satisfactory disposal of all structures and obstructions within the right-of-way 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 cavities.

Existing structures, pavement, sidewalks, curbs, gutters 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 become the property of the Contractor.

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 damage active utilities or any portion of the improvement that is to remain in place.

350.2 CONSTRUCTION REQUIREMENTS

Bridges, culverts and other structures in use by traffic shall not be removed until satisfactory arrangements have been made to accommodate the traffic. Blasting or other operations necessary for the removal of an existing structure or obstruction, which may damage new construction, shall be completed prior to commencing the new work.

Items designated to be salvaged shall be carefully stockpiled or stored by the Contractor at locations designated in the special provisions 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 of these specifications. Backfill of all excavated areas below structures shall be in accordance with MAG Specification and COP Supplement 206.4.

350.3 REMOVAL OF PAVEMENT

(A) Portland Cement Concrete Pavement: Unless otherwise specified in the special provisions, concrete pavement designated on the project plans to be removed shall be removed from the job site and disposed of at a site secured by the Contractor.

Where new construction is to join the existing concrete pavement, the pavement shall be saw cut to a true line perpendicular to the centerline of the pavement with straight vertical edges free from irregularities.

(B) Bituminous Pavement: Unless milling is noted on the plans or is a bid item, all bituminous pavement designated on the project plans to be removed, shall be completely removed down to the underlying base course or subgrade. The pavement material shall be removed and disposed of at a site secured by the Contractor.

Where new construction is to join existing bituminous pavement, the existing pavement shall be cut to a true line perpendicular to the centerline of the pavement with straight vertical edges free from irregularities. The removal of asphaltic concrete at the approaches to structures shall be accomplished in a manner approved by the Engineer.

350.4 REMOVAL OF STORM PIPE AND CULVERTS

All removed pipe which is to be salvaged or re-laid shall be cleaned of all earth and other material inside and outside prior to being stockpiled or reused. Pipe to be reused shall be stored when necessary to avoid damage or loss before relaying.

Existing pipe to be partially removed shall be cut with straight and smooth edges on a plane perpendicular to the center line of the pipe.

Pipe that is not salvaged shall become property of the Contractor, removed from the project, and disposed of properly.

350.5 REMOVAL OF MISCELLANEOUS CONCRETE

Miscellaneous concrete shall be defined as all or portions of mortared rubble masonry, curbs, gutters, sidewalks, driveways, aprons, slope paving, island paving, retaining walls, spillways, drainage structures, concrete box culverts, foundations, footings and all other Portland cement concrete or masonry construction, except bridges and pavement. All existing miscellaneous concrete shall be removed to a depth of at least 5 feet below finished subgrade elevation unless otherwise noted on the project plans or special provisions. Other specification sections that discuss removal of concrete items shall supersede the provisions in this section.

Where new concrete is to join existing concrete, the existing concrete shall be saw cut to a true line with straight vertical edges free from irregularities.

Concrete removal operations shall be performed without damage to any portion that is to remain in place. All damage to the existing concrete, which is to remain in place, shall be repaired to a condition equal to that existing prior to the beginning of removal operations. The repairing of existing concrete damaged by the Contractor's operations shall be at no additional cost to the City.

Existing reinforcement that is to be incorporated in new work shall be protected from damage and shall be thoroughly cleaned of all adhering material before being embedded in new concrete.

Concrete shall be disposed of as provided in 350.3(A).

The floors of concrete basements, pits and structures that are located within the right-of-way shall be completely removed.

350.6 REMOVAL OF UTILITIES

Removal of water mains, sewer mains, and related appurtenances shall be in accordance with COP Supplement 650 and 651, respectively.

All existing utilities not designated for removal shall remain in place and be protected against damage.

A utility may be abandoned in place below a new major structure that is part of the work only if approved by the Agency and solidly filled with grout using methods approved by the Agency. All abandoned utilities to remain and the approved abandonment method shall be noted on the installation record drawings.

Utilities to be removed by the Contractor shall be disconnected and taken out in accordance with the requirements of the utility owner to the limits shown on the plans. Utility removal shall not be performed until a release has been obtained from the utility stating that their respective service connection and appurtenant equipment have been disconnected, removed or sealed and plugged in a safe manner.

The Engineer shall be notified when utilities are encountered that are not shown on the plans.

350.6.1 Removal and Disposal of Asbestos Cement Pipe

(A) Background

Asbestos Cement Pipe (ACP) is a mixture of Portland cement and asbestos fibers. It was introduced into North America in 1931 and by 1953 the American Water Works Association (AWWA) had established standards for ACP. Along with many other cities, ACP water mains were installed in the city of Prescott and as a consequence, we have a considerable quantity of this material in service. Some of these mains are old and need to be replaced; some are undersized and need to be upsized; and others are in conflict with new utility installations and need to be relocated. These actions require all or part of the existing ACP system to be removed and disposed. Subsequent to ACP's introduction into the United States, the EPA determined that asbestos, in an airborne condition, is a hazardous material and established laws/guidelines for the handling and disposal of the material. The Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) establishes requirements for the removal and disposal of regulated asbestos containing materials. This policy statement establishes procedures and identifies responsibilities for the proper handling of asbestos-cement pipe in conformance with the Asbestos NESHAP requirements in effect as of November 1990.

NOTE: As used herein, the term "Excavator" shall refer to that entity (individual or contractor) which actually excavates and exposes the pipe. The term "Generator" means any owner or operator of a source (covered by the regulation) whose act or process produces asbestos containing waste material. The term "extra cost" shall refer to the cost over and above the removal and disposal of the pipe in a non-friable state.

(B) Policy

(1) It is the intent of the City to comply with the requirements of the Asbestos NESHAPS found at 40 CFR Part 61, Subpart M. This Policy Statement will establish procedures to be used by all Excavators in the removal and disposal of ACP in compliance with NESHAPS. Nothing in this Policy Statement shall be construed to void any provision of a contract or other law, ordinance, regulation or policy whose requirements are more stringent.

(2) ACP is defined under NESHAPS as a Category II, non-friable, non-regulated material in its intact state but which may become friable upon removal, demolition, and/or disposal. Consequently, if the removal/disposal process renders the ACP friable, it is regulated under the disposal requirements of 40 CFR 61.150. If more than 260 linear feet of ACP is removed which on removal will become friable, a NESHAPS notification must be filed with the Yavapai County Environmental Services Department. The notification must be filed at least 10 days prior to removal of the material. If it remains in its non-friable state, as defined by the NESHAPS, it can be disposed as a conventional

construction waste. EPA defines friable as material, when dry, which may be crumbled, pulverized or reduced to powder by hand pressures.

(3) The Generator of the hazardous material is responsible for the identification and proper handling, transportation, and disposal of the material. Therefore, it is the policy of the City that if the actions of the Excavator cause the material to become friable, and therefore subject to the regulations, that the Excavator becomes the Generator.

(4) The requirements of A.R.S. § 40-360.21 through 40-360.32 (Blue Stake Law) are important with respect to implementation of this policy statement. The Blue Stake Law mandates the owner of the facility (in this case the City) to maintain installation records and, upon request, to properly locate the underground facility. The law also places requirements on the Excavator to:

- (a) Call Arizona 811 at least 2 working days prior to the start of excavation.
- (b) Mark the boundaries of the location to be excavated.
- (c) Excavate in a careful and prudent manner, including hand digging within 24 inches of the underground facility.
- (d) Notify the City if the Excavator encounters an underground facility that has not been located and marked or has been marked in the wrong location.

If the Excavator does not comply in full with Arizona 811 requirements and therefore causes non-friable ACP to become friable, any and all extra costs incurred to handle, containerize, transport, and dispose of the asbestos containing waste shall not be paid or reimbursable by the City. If Arizona 811 requirements are met and ACP is accidentally or unknowingly disturbed thereby causing it to become friable, the Excavator may seek reimbursement from the City for additional costs to handle, containerize, transport and dispose of the material following the procedures described herein.

(5) The Contractor shall retain the services of an independent, qualified, licensed asbestos abatement Consultant. All removal and disposal of ACP shall be under the cognizance of the Consultant. The Excavator is responsible to contact the Consultant a minimum of 2 working days prior to the initiation of removal/disposal operations.

The Consultant will monitor the Excavator's work. If the ACP was not planned for removal and the Excavator accidentally disturbs the pipe, the Excavator will cease all work and notify the Engineer immediately for further instructions.

(6) It is the intent of the City that all ACP shall be removed in such careful and prudent manner that it remains intact and non-friable. The Excavator is responsible to deploy the means, methods, techniques, and sequences to ensure this result. When it is a practical impossibility, as determined by the Engineer, to remove the ACP without creating a friable material, the City will pay the Excavator for the removal of friable material in accordance with the measurement and payment section. The Excavator shall take steps to minimize the amount of the friable waste and abide with all asbestos regulatory requirements. The Consultant shall be available to provide recommendations or suggestions, which the Excavator may or may not choose to deploy. The Consultant shall measure or otherwise assess and recommend to the Engineer the amount or percentage of friable waste for which the City should pay for removal and disposal with the remainder being the responsibility of the Excavator. If the ACP is caused to become friable, the Consultant shall conduct perimeter air monitoring upon request by the City. If the Excavator fails to notify the Consultant, fails to excavate and remove the ACP in a careful and prudent manner creating friable material or fails to abide with all asbestos regulatory requirement, the Excavator shall be deemed to be the Generator responsible to handle, transport and dispose of the ACP in accordance with the NESHAPS requirements and will not be reimbursed for any cost incurred. This will include all penalties and associated legal fees of the Generator as well as any penalties assessed against the City, and any associated legal fees incurred by the City for violation of any of the asbestos regulatory requirements that are caused by the Excavator.

- (7) ACP shall NOT be crushed and left in place.
- (8) Compliance with all aspects of worker safety and health regulations including but not limited to the OSHA Asbestos Standard is the responsibility of the Excavator. The City assumes no responsibility for compliance programs which are the responsibility of the Excavator.
- (9) Payment for removal of non-friable existing asbestos cement pipe shall be at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill in accordance with the specifications.
- (10) Payment for removal of friable existing asbestos cement pipe shall be a contingent item at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill as determined by the Engineer in accordance with this section and other provisions of the specifications.

350.7 REMOVAL OF SIGNS AND DELINEATORS

Street signs, traffic control signs, traffic signal material and control devices shall be removed as designated on project drawings, salvaged and delivered to the City at the site designated by the Engineer. The Contractor shall dismantle the sign panels and delineators and remove the sign posts from the ground in such a manner as to prevent damage to the posts. The Contractor shall not remove the existing signs prior to the completion of the new sign installation, but shall remove them within 5 working days after the installation of the new signs or as directed by the Engineer.

350.8 REMOVAL OF FENCE

All fence to be removed, shall become the property of the Contractor unless designated for salvage on the project plans. If fence is designated to be removed and salvaged, all fence, including gates shall be salvaged in accordance with the requirements of 202-3.01.

When designated for salvage, fence and gates shall be carefully dismantled and neatly rolled or coiled. Posts shall be cleaned of all concrete and dirt.

In areas where new fence or relocated fence is to be installed, the Contractor shall perform the removals in such a manner as to prevent the escape of any livestock and/or domestic pets, including the placement and removal of temporary fence when necessary.

350.9 REMOVAL OF GUARDRAIL

All guardrail to be removed shall become the property of the Contractor unless otherwise specified on the project plans.

If guardrail is designated to be removed and salvaged, the Contractor shall carefully dismantle the guardrail and remove the blocks and posts in such a manner as to prevent any damage to the removed items. The guardrail, including panels, end sections, posts and all hardware shall be salvaged in accordance with the requirements of 350.2.

350.10 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for removal of existing improvements unless otherwise noted on the plans or there being removal bid items. This work shall be considered incidental and included in the unit price bid for construction of the appropriate contract pay items.

Measurement for non-friable and friable asbestos cement pipe shall be by the linear foot of pipe removed.

Payment for removal of non-friable existing asbestos cement pipe shall be at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill in accordance with the specifications.

Payment for removal of friable existing asbestos cement pipe shall be a contingent item at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill as determined by the Engineer in accordance with paragraphs E and F and other provisions of the specifications.

PART 400 – RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401: TRAFFIC CONTROL

401.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Traffic control is the responsibility of the Contractor and shall be performed in accordance with 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 with the latest revisions, Prescott Traffic Barricade Manual, and the project plans.

(A) Prior to beginning the project, the Contractor shall submit to the City, for approval, a traffic control plan for all activities connected with the proposed work. He must obtain approval from the Engineer for the traffic control plan and schedule prior to any construction. The Contractor shall submit the traffic control plan to the Engineer at or before the project preconstruction conference.

(B) Written notice shall be given to the Engineer or the Engineer's authorized representative on the job 48 hours prior to any changes in detours or routes of access. The notice shall give specific details with maps showing the access to all residences and businesses affected by the project.

(C) The City Police and Fire Departments shall be continually updated on access routes along and through the site during construction.

401.2 TRAFFIC CONTROL DEVICES

ADD the following:

(C) All traffic control devices required for the project shall be the responsibility of the Contractor.

(D) When required to cross, obstruct, or close a street, traffic way, or sidewalk for a short duration that is approved by the Director, the Contractor shall provide and maintain suitable bridges, detours or other approved temporary means for the accommodation of vehicular and pedestrian traffic.

(E) When traffic conditions at the construction site warrant the use of certified police personnel to direct traffic, arrangements shall be made with the City Police Department, Yavapai County Sheriff's Office, or Department of Public Safety for off-duty officers.

401.3 FLAGMEN OR PILOT CARS

REMOVE in its entirety and REPLACE with the following:

The Contractor shall provide sufficient certified flagmen, uniformed off-duty law enforcement officers and pilot cars to expedite the safe passage of traffic through the work zone as determined by the Engineer.

Any individual who is stationed in a work zone to provide temporary traffic control (flagmen) or to drive a pilot car shall have completed training and be certified in flagging through a program that meets the training and certification standards of the National Safety Council flagger training program, the American Traffic Safety Services Association (ATSSA) flagger program or an equivalent program that meets the same objectives. An equivalent program must be approved by the Director and meet the US Department of Transportation Federal Highway Administration's Standards for the control of traffic through highway work zones as defined in the manual on uniform traffic control devices for streets and highways. This training and certification shall be renewed at least once every 4 years. It is the Contractor's responsibility to provide the certifications to the Engineer before flagmen engage in the traffic control and/or temporary traffic control. This section does not apply to law enforcement personnel who are employed by governmental entities. Should appropriately trained flaggers not be present, the City, at its discretion may cease operations until appropriately trained flaggers can be provided on-site.

401.6 MEASUREMENT

REMOVE in its entirety.

401.7 PAYMENT

REMOVE in its entirety.

ADD the following subsection to Section 401- Traffic Control:

401.8 MEASUREMENT AND PAYMENT

Payment for traffic control shall be at the applicable unit price bid in the contract documents.

(A) Preparation of traffic control plan shall be inclusive of all submittals, reviews and if needed, re-submittals.

(B) Flaggers shall be per hour for actual time directing traffic. It does not include travel time or time spent setting up or taking down devices.

(C) In the event off-duty police personnel are required to direct traffic, the bid schedule includes an allowance for certified police personnel for the purpose of encumbering funds to cover the cost of certified police personnel. The amount of the allowance is determined by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount in the bid proposal and shall reflect the same in the total bid for the project.

It shall be understood that this allowance is an estimate only. The allowance shall be not used without approval of the Engineer.

Reimbursement for certified police personnel shall be based on actual cost, plus an allowable markup to the prime Contractor of 15 percent, for use of certified police personnel approved by the Engineer.

Flagmen, uniformed off-duty law enforcement officers or pilot cars, with driver, will be measured by the hour for each individual, including vehicle and equipment, required to perform traffic control. When an officer is

used less than 3 hours, a minimum of 3 hours will be charged. Anything over 3 hours will be measured by the hour.

Payment will be made at the contract bid price in the proposal for uniformed, off-duty law enforcement officer. If the officer is utilized in excess of 8 hours in any calendar day or in excess of 40 hours in any calendar work week, payment shall be at the rate of 1½ times the contract bid price for all hours worked in excess in either of the above time periods.

(D) Barricades and storage shall be at the lump sum bid and shall be inclusive of all temporary signs and devices in the traffic control plan and as required by the MUTCD, COP Traffic Barricade Manual and the Engineer.

(E) Message boards shall be measured by each per day as determined necessary by the approved traffic control plan and the Engineer.

(F) Pilot car and driver shall be per hour for actual time used as required by the approved traffic control plan and the Engineer. It does not include travel time or time spent setting up or taking down devices.

(G) Incidental traffic related items shall include all other pertinent tools, equipment, devices and or work required to provide safe and effective traffic control in accordance with the approved traffic control plan, the MUTCD and the Engineer.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 402: PAVEMENT MARKINGS AND STRIPING

402.1 THERMOPLASTIC PAVEMENT MARKINGS

Work under this item shall be performed per ADOT Specification 704.

(A) Stop Bars and Crosswalks: Work under this item shall consist of the application of thermoplastic striping material at the locations noted on the project plans. All stop bars shall be 18 inches in width unless otherwise specified. Crosswalks shall be 12 inches in width.

(B) Measurement shall be in accordance with ADOT Specification 704-5 (width times length divided by 4 inches equals LF as shown in bid schedule).

(C) Pavement Markings: Pavement markings shall be in accordance with ADOT Specifications 704-4, ADOT 4-M 1.12 through 4-M 1.17, and as modified herein. Work under this item shall consist of the application of thermoplastic striping material at the locations noted on the project plans.

402.2 TEMPORARY STRIPING

Work under this item, temporary striping (paint) where required, shall be performed per ADOT Specification 701-3.05.

402.3 PERMANENT PAVEMENT MARKINGS

Work under this item shall be performed per ADOT Specification 708.

402.4 MEASUREMENT AND PAYMENT

Measurement and payment for pavement markings shall be at the per each basis for each legend or marking installed in accordance with ADOT Specification 704-5.

Measurement and payment for temporary striping shall be per ADOT Specifications 708-4 and 708-5.

Measurement for permanent pavement markings shall be in accordance with ADOT Specification 708-4 (width times length divided by 4 inches equals LF as shown in bid schedule). Payment for permanent pavement markings shall be in accordance with ADOT Specification 708-5.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 403: PERMANENT SIGNING, SIGN POSTS AND DELINEATORS

403.1 DESCRIPTION

Work under this item shall be done in accordance with the project drawings and requirements of the Manual MUTCD, MAG Detail 131, and ADOT Signing and Marking Standards.

403.2 GENERAL SIGNING GUIDELINES

- (A) All signing shall conform to the most recent editions of the publications shown above with regard to size, color, shape and placement.
- (B) All signs shall be new (other than those shown to be relocated). All new and relocated signs shall be mounted on new posts with new hardware. Signs designed for installation on existing street light poles shall be mounted with new hardware.
- (C) Traffic sign dimensions, colors and lettering shall conform to the latest MUTCD Specifications. Traffic sign size shall be standard unless otherwise specified here or on the plans.
- (D) All non mountable curb section signs shall be located at least 2 feet from the curb face to the nearest edge of the sign. All other roadways signs shall be mounted from 6 feet to 12 feet from the edge of the pavement to the nearest edge of the sign, unless otherwise noted in the sign summary table or on the plans.
- (E) Roadways with guardrail signs shall be located at least 6 feet from the face of the guard rail to the nearest edge of the sign, unless otherwise noted in the sign summary table or on the plans.
- (F) Sign location shall be coordinated with landscaping plans to ensure sign visibility per AASHTO Standards.
- (G) Signs shall be mounted on street light poles whenever feasible.
- (H) All signs installed in areas where parking or pedestrian movements occur shall typically be erected at a height of 7 feet above the normal edge of pavement or sidewalk to the bottom of the sign or to the lowest sign in a multiple sign installation assembly with the following exceptions:
 - (1) The height to the bottom of a secondary sign mounted below another sign may be up to 2 feet less than the height specified above.
 - (2) If the bottom of a secondary sign that is mounted below another sign is mounted lower than 7 feet above a pedestrian sidewalk or pathway, the secondary sign shall not project more than 4 inches into the pedestrian facility.

- (3) Object markers shall be installed at least 4 feet above the normal edge of pavement.
- (I) All R1-1 "STOP" signs and pedestrian warning signs shall be reflective with all reflective sheeting material to be diamond grade.
- (J) All other signs are to be reflective with all reflective sheeting material to be high intensity prismatic meeting or exceeding ASTM D4956-04.
- (K) Sign blanks shall be 5052-H38 alloy treated aluminum with Alodine 1200 conversion coating, 0.080 inch thick with rounded corners.
- (L) Stop signs are to be shown at all local street intersections within a subdivision unless an engineering study shows that no control or yield control is warranted. Stop signs shall be designed and shown at all collector and non signalized arterial street intersections.
- (M) Stop signs and Yield signs shall be a minimum of 30 inches in width. When specified by the City Traffic Engineer 36 inch and/or 48 inch signs may be required on major collectors and arterial streets.

403.3 SIGN POSTS

- (A) Sign posts shall conform to the COP GES Detail 131Q.
- (B) For new construction the Telspar, Uni-strut or approved equal 12 gauge, galvanized steel, 4 sided perforated square tubing is required. Two inch tubing shall be used for smaller signs while 2½ inch tubing shall be used for the larger signs.
- (C) The post shall be tall enough to provide the minimum clearances specified in COP GES Detail 131Q.
- (D) The base and sleeve system for the sign shall be anchored in a minimum of a 24 inch deep, 12 inch diameter foundation of concrete. The base shall have a breakaway slip base system. The exposed post from the base shall be 4 inches to 6 inches high.
- (E) Signs over 48 inches wide shall be mounted on two, 2½ inch posts with a horizontal support frame.
- (F) All station locations are approximate. The Contractor shall verify actual sign locations with the Engineer prior to the installation of all signs.
- (G) The Contractor shall verify post lengths and elevations prior to installation.

403.4 MEASUREMENT AND PAYMENT

Measurement and payment shall be the unit price per each for posts and delineators and per square foot for sign panels, complete and in place.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 404: LOOP DETECTORS

404.1 QUADRUPOLE LOOP DETECTORS

- (A) Loop detectors shall be installed in base course of asphalt concrete pavement and conform to ADOT Specifications 735 and 732-2.01, ADOT Traffic Signals and Lighting Standard Drawings (2010) 7-1. All

loop detectors shall be installed per ADOT Signals and Lighting Standard Drawing T.S. 7-1, Sheet 2. Installation shall include the home runs and installation of loop wiring into the existing signal cabinet. The hardwiring in the cabinet will be accomplished by City forces unless otherwise specified.

(B) Prior to bidding, the Contractor shall verify the location and layout of the existing detector loops and appurtenant home runs to ensure that home runs are re-established in their original configuration. Loop detectors shall be centered in lanes. The Contractor shall verify loop layout with the Inspector prior to installation.

404.2 MEASUREMENT AND PAYMENT

Measurement shall be a complete quadrupole loop installation. Payment shall be made on a per each installed basis.

SECTION 405: SURVEY MONUMENTS

405.1 DESCRIPTION

ADD the following:

All efforts shall be made to protect survey monuments from being disturbed or damaged. Monuments shall be: 1) re-established by a Registered Land Surveyor at the Contractor's expense if disturbed, damaged or covered, and 2) located by a Registered Land Surveyor where noted on plans.

All survey monuments, including but not limited to street centerline monuments, benchmarks, control points, and property corner monuments shall not be moved or otherwise disturbed by the Contractor until an authorized agent of the agency having jurisdiction over the survey monuments has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction. Any survey monuments uncovered, found, damaged, defaced, disturbed, removed, or displaced by the Contractor shall be replaced at the Contractor's expense.

405.2 MATERIALS

REMOVE the first paragraph in its entirety and REPLACE with the following:

The concrete portion of monuments shall be constructed in accordance with the provisions in Sections 725 and 505 of these specifications. Concrete shall be Class AA.

405.3 CONSTRUCTION

REMOVE the fourth paragraph in its entirety.

ADD the following:

Frames, covers and concrete shall be installed per COP GES Detail 120Q.

405.5 PAYMENT

ADD the following:

No separate payment shall be made for resetting property monuments. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

Payment for survey monuments shall be based on a per each unit complete in place.

SECTION 430: LANDSCAPING AND PLANTING**430.3.2 Seeding**

REMOVE in its entirety and REPLACE with the following:

430.3.2 Seeding (Hydraulic)

(A) Seeding consists of furnishing and applying chemical fertilizer; furnishing and planting seed and furnishing, applying and affixing mulch. The areas to be seeded are disturbed or un-vegetated areas. Slopes are required to be seeded immediately upon completion; coordination with grading operations will be required.

Application rates of seed as specified are for Pure Live Seed (PLS). PLS is determined by multiplying the sum of the germination and hard or dormant seed by purity. Weed content of seed shall not exceed 0.5 percent. No substitution of species, strain or origin of seed will be allowed unless evidence is submitted in writing by the Contractor to the Engineer showing that the specified materials are not reasonably available during the contract period. The substitution of species, strains or origins shall be made only with the written approval of the Engineer, prior to making said substitution.

The seed shall be delivered to the project site in standard, sealed, undamaged containers. Each container shall be labeled in accordance with A.R.S. § 3-231 through 3-243 and the US Department of Agriculture rules and regulations under the Federal Seed Act. Labels shall indicate the variety or strain of seed, the percentage of germination, purity and weed content, and the date of analysis, which shall not be more than 9 months prior to the delivery date.

(B) Seed Mix

<u>Botanical Name</u>	<u>Common Name</u>	<u>Seed/lb</u>	<u>Rate/Acre- PLS (Pure Live Seed)</u>
Agropyron dasystachym	Thickspike Wheatgrass	154,000	3.0
Bouteloua gracilis	Blue Gramma	825,000	2.0
Koeleria crisata	Prairie Junegrass	825,000	1.0
Mulenbergia wrightii	Spike Muhly	1,000,000	1.5
Festuca arizonica	Arizona Fescue	500,000	2.0
Elymus elymoides	Squirrel Tail	192,000	4.0
Sporobolus cryptandrus	Sand Dropseed	5,298,000	0.75

(C) **Seed Supply Agreement:** The required species may be in short supply during the project. Therefore, the Contractor shall enter a contractual agreement with a seed collector/supplier that verifies that sufficient supply of specified plant materials will be available on or immediately prior to the seeding dates. This requirement shall be fulfilled within 45 days following the preconstruction conference in order to allow sufficient time for seed collection. The Contractor shall provide written notification to the Engineer verifying that the required species are available and secured for the project. The collection contractor shall test the seed for purity and viability and hold the seed in a manner which maintains its viability. The Contractor shall submit purity and viability test results to the Engineer for approval prior to the initiation of seeding operations. If it is required to be held for more than a year from initial testing the seed shall be tested again for viability. The Contractor shall compensate the seed supplier a percentage of the seed cost to hold seed material and for the seed tests as identified in Basis for Payment.

(D) **General**

The slurry for the hydroseed process shall be as follows:

<u>Slurry Mix</u>	<u>Rate</u>
Hydrofiber: Silva, Conwed or Spray mulch x-100 wood fiber or equivalent	800 lbs/acre
Tackifier	80 lbs active ingredient/acre
Starter fertilizer: Ammonium Phosphate	16-20-0 200 lbs/acre
Seed mix	As specified
Soil conditioner	1000 lbs/acre

The seed shall be applied within 30 minutes after being combined with the slurry mix.

<u>Ingredients for Slurry Application</u>	<u>Percentages (Minimum)</u>
Nitrogen	5
Phosphoric Acid	3
Water Soluble Potash	1
Humas	50
Humic Acids	15
Soluble Metallic Iron	1

(E) **Wood Cellulose Fibers:** Wood fiber mulch shall consist of a specially prepared wood fiber processed to contain no growth germination inhibiting factors. The mulch shall be virgin wood and be manufactured and processed so the fibers will remain in uniform suspension in water under agitation to form a homogenous slurry. The mulch shall have a pH range between 4.5 to 6.5.

When hydraulically sprayed on the ground, the material will form a blotter-like cover impregnated uniformly with seed. The cover will allow the absorption of moisture and allow rainfall to percolate to the underlying area.

(F) Tacking Agent: Binder shall be free flowing, non-corrosive powder produced from natural plant gum marketed under M-Binder, M145 Binder, AZ-TAC or approved equal. It shall have gelling properties to inhibit the tendency of water and fiber to move downhill as they are sprayed on steep slopes.

(G) Construction Requirements

(1) General: The Engineer will regularly observe the weighing of seed, mixing of slurry mix and application of seed.

(2) Seeding: Seeding shall be done immediately following the final grading or disking of each cut slope and each fill slope. The soil surface shall be loose. The Contractor will be required to mobilize frequently to accomplish this goal. No seeding shall be carried out under wind conditions exceeding 5 mph. Scheduling of seeding mobilization will be coordinated with the Engineer at the weekly construction meetings. In no case shall a decision by the Engineer relieve the Contractor from the requirement of seeding prior to measurable rainfall. If measurable rain falls prior to seeding, or if the surface of the graded area has formed a crust or slightly hardened surface, the Contractor shall be responsible for ripping, blading or loosening the ground surface, or otherwise repairing and/or preparing the affected areas for seed, after they adequately dry out and prior to seeding, at no cost to the City. The use of specialized equipment or manual methods may be required to prepare the surface for seeding, if seeding is not accomplished immediately after grading or disking.

Seed is to be accomplished during the window of June 1 to July 15 and November 1 to January 30. These windows are to allow expected seasonal rains to start germination process.

All areas disturbed by construction are to be seeded. This may be more area than shown on the plans. All areas are to be approved by the Engineer. The Contractor shall coordinate seeding operations with slope construction so that the tops of cuts and toes of fills can be reached with hydroseed equipment.

Hoses may be used where heavy equipment cannot access.

(3) Tillage: All slopes steeper than 3:1 shall either have a loose, friable soil depth of 2 inches or more or be tilled a minimum of 4 inches in depth as they are constructed.

Tillage shall be accomplished with a ripper bar, chisel plow or harrow tool or with other equipment which will provide thorough soil cultivation.

Tillage shall be performed along the contour. The slopes behind guardrail and in the ditch line in cut shall be left with roughened surface to aid in water absorption. Seeded areas which are not behind guardrail or between the ditch line and the roadway on a cut shall be left in a firm surface free of foreign material that would interfere in the seeding operation.

No work shall be done when the moisture content of the soil is unfavorable or the ground is otherwise in a condition not conducive to tillage.

(4) Planting: The Contractor shall submit a batch (tank) mix for the Engineer's approval prior to mixing any seed/mulch slurry. Batch mixing and coverage will be monitored throughout seeding operations. The Contractor is to coordinate monitoring with the Engineer in advance of mixing.

After the tillage is complete and accepted by the Engineer, seed shall be planted by slurry mix (cut slopes steeper than 3:1).

All areas to be seeded shall have a starter fertilizer of ammonium phosphate 16-20-0 applied at a rate of 200 pounds per acre and soil condition at the rate of 1,000 pounds per acre.

Any material sprayed on non-designated areas shall be immediately removed by the Contractor at the Contractor's expense. Non-designated areas include pavement, guardrails, signs, plants and existing vegetation.

(5) Anchorage by Tacking: Mulch shall be anchored by tacking using a slurry consisting of a minimum of 150 pounds of binder, 400 pounds of wood fiber mulch and 700 gallons of water per acre.

(6) Preservation of Seeded Areas: Any material sprayed on non-designated areas shall be immediately removed by the Contractor at the Contractor's expense. Non-designated areas include pavement, guard rails, signs, plants, and existing vegetation.

(7) Warranty: The Contractor shall guarantee that 75 percent of the applied tackifier remains in place for a period of 30 days after acceptance of the seeding application. Any areas that have less than 75 percent of the tackifier remaining shall be reseeded, re-mulched and re-tacked at the Contractor's expense.

Areas that require reseeding and re-mulching under the warranty shall be done at no additional cost to the City. The 30 day period(s) shall be within the allotted contract time.

Measurement and Payment: Seeding will be measured by the acre, to the nearest tenth acre, measured along the ground surface for the areas which have been planted and mulched, as determined by the Engineer. The Contractor may be reimbursed a partial payment based on the invoice amount for the cost to hold and test the seed in conformance with the Seed Supply Agreement.

The accepted quantities of seeding, measured as provided above, will be paid for at the contract price per acre for the full performance of the work herein described, which price shall be full compensation for the work completed including all equipment, labor and materials required.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 431: LANDSCAPE ROCK

431.1 REMOVE AND REPLACE LANDSCAPE ROCK

Landscaping shall be protected and restored in accordance with Section 107.9 of these specifications. Existing landscaping rock shall be removed, stockpiled, and replaced in its original position as closely as possible.

Measurement and Payment: Payment shall be per lump sum amount.

PART 500 – STRUCTURES

SECTION 505: CONCRETE STRUCTURES

505.1.1 Minor Structures

REMOVE in its entirety and REPLACE with the following:

Concrete structures such as manholes, catch basins, median barriers, headwalls, cattle guards, and other miscellaneous structures as defined by the Engineer are hereby defined as minor structures. Minor structures

shall be precast units. MAG Type D Catch Basins shall be cast-in-place. Cattle guards, median barriers, and headwalls, at the option of the Engineer, may be either constructed of cast-in-place concrete, or furnished as precast units. Precast units shall be fabricated in accordance with shop drawings submitted by the Contractor and approved by the Engineer, in accordance with the requirements of MAG Specification and COP Supplement 105.2. All structures not defined as minor structures shall be classified as major structures.

(A) Concrete Drainage Outlet/Structure: The work consists of constructing a concrete drainage outlet(s) and structure(s) as designated on the project drawings in accordance with Sections 505 and 725 of these specifications, and as modified herein. All cast-in-place concrete shall be Class AA, 4,000 psi. Subgrade and base materials under the structure shall be compacted to not less than 95 percent of the maximum dry density as determined by AASHTO T 99. No additional payment will be made for aggregate base materials required under concrete structures. The base material shall be considered incidental to the construction of this item and provided for in the unit price for the work. Measurement and payment under this item shall be to the nearest square foot complete in place in accordance with the respective detail for flat work, and per each unit installed for structures.

(B) Concrete Headwall: Work under this item shall be in accordance with COP Supplement 505 and 725, MAG Specifications 726 and 727; MAG Details 501-1 and 501-2; and the project drawings. Concrete shall be Class AA, 4,000 psi. Payment shall be made per each headwall installed complete in accordance with the respective detail.

(C) Concrete Catch Basin: Work under this item shall be in accordance with MAG Details 530 through 540-2; COP Supplement 505 and 725; and above mentioned specifications for Portland Cement Concrete. All grates shall be bicycle safe type. Measurement and payment under this item shall be per each catch basin complete in place in accordance with the respective detail, to include grates.

(D) Scupper: Work under this item shall be in accordance with MAG Details 203 and 206. Concrete shall be Class AA, 4,000 psi. Measurement and payment under this item shall be per each scupper installed complete in place in accordance with the respective detail.

(E) Concrete Retaining Wall: Work under this item shall be in accordance with the project drawings. Measurement and payment under this item shall be to the nearest square foot of the retaining wall measured from the top of the footing to the top of the wall complete in place in accordance with the respective detail.

505.6.2 Adverse Weather Concreting

REMOVE in its entirety and REPLACE with the following:

Adverse weather concreting shall be in accordance with COP Supplement 725.

PART 600 – WATER, SEWER, STORM DRAIN AND IRRIGATION

SECTION 601: TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.1 DESCRIPTION

ADD the following:

(A) Unless specifically identified, no investigation of subsurface soil conditions for water or sewer main installation has been made for project limits.

(B) Excavation, backfilling and compaction shall be in accordance with this section and standard details as noted.

(C) All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem. The costs of furnishing pumps, pipes, special bedding, and over excavation as required to provide a stable foundation, and other equipment and materials shall be incidental to the work in accordance with COP Supplement 200.1.

601.2.3 Trench Grade

REMOVE in its entirety and REPLACE with the following:

All construction staking shall be in accordance with Section 105.8 of these specifications.

For all pipe, the Contractor shall excavate for and provide an initial granular bedding at least 6 inches thick. This bedding material shall be placed at a uniform density with minimum compaction and fine graded as specified below.

601.2.5 Over-excavation

REMOVE the second paragraph in its entirety and REPLACE with the following:

Unauthorized excavation below the specified grade line shall be refilled at the Contractor's expense with bedding material compacted to a uniform density of not less than 95 percent of the maximum density as determined by AASHTO T 99 and T 191 or ASTM D6938. When AASHTO T 99, method A or B, and T 191 are used for density determination, ADOT Procedure ARIZ 227c will be used for rock correction.

ADD the following subsection to 601.2 Excavation:

601.2.11 Rock Excavation for Utility and/or Drainage Construction

(A) Definition of Rock: When rock is encountered, it shall be stripped of earth and shale, and the Engineer notified in order that he may measure or cross-section the same. In lieu of stripping the earth overburden prior to excavation/blasting, the Engineer and the Contractor may mutually agree on a method to define the vertical limits of rock. Any rock excavated before such measurement or agreement is made, will not be estimated, allowed, or paid for. Rock excavation shall be defined to include: all hard, solid rock in ledges; bedded deposits and unstratified masses; all natural conglomerate deposits so firmly cemented as to present all the characteristics of solid rock; and masonry or concrete structures not shown on the plans. Shales, hard pan, masonry and concrete rubble boulders less than 1 cubic yard which are not a part of or attached to substrata of rock, shall not be considered rock excavation. Additionally, material to be considered "rock" shall be of such hardness that it cannot be excavated using hydraulic backhoe with combined breakout force, for bucket and stick cylinders, of at least 100,000 pounds.

(B) Blasting

(1) It is the Contractor's responsibility to determine the type of material he will encounter and whether blasting will be necessary.

(2) Blasting shall be done only by experienced, qualified blasters. Blasting shall be done in accordance with the recommendations for best practice in Section 9 of the Associated General Contractors of America (AGC) Manual of Accident Prevention in Construction and in accordance with the recommendations for best practices of the Institute of Makers of Explosives. Also, all blasting must comply with the requirements of the Division of Industrial Safety and OSHA and all other Federal, State and local ordinances.

- (3) When work requires blasting or explosive conditions, precautions shall be taken to protect life and property, and give proper warning to persons who may be in vicinity of work before blast is set off.
- (4) Blasting shall be performed in such a manner that no damage will result to any building, structure, pipeline, or facility on or off the site of work, above or below ground. Any damage suffered as a result of blasting shall be immediately settled, including repair or replacement.
- (5) Blasting shall be done in such a manner that the earth is not loosened or disturbed below the footing or foundation of any proposed structure. Loosened material below footings or foundations shall be replaced with Class C concrete.
- (6) The stemming of each hole or cover over explosive shall be sufficient to prevent surface blast wave, but in no case less than 3 feet, 6 inches. Multiple holes shall be shot using millisecond delays.
- (7) The Contractor shall enlist the services of an experienced explosives engineer for advice on blasting methods and for the protection of existing structures or facilities.
- (8) Blasting procedures shall comply with all rules and regulations as specified and determined by the City Fire Marshall or the Director.

601.4.2 Bedding

REMOVE in its entirety and REPLACE with the following:

Bedding shall be a minimum of 6 inches and shall be in accordance with COP GES Detail 200Q-1 for paved and unpaved areas. Bedding/shade material shall be of granular consistency such as sand or crushed aggregates conforming to the following gradation and plasticity requirements:

Sieve Size	Percentage Passing By Weight
1 in	100
No. 200	< 25
PI	10 Max.

Volcanic cinders or glass materials are not acceptable.

Use of open graded rock (i.e. 3/8 inch pea gravel or 3/4 inch rock) must be approved by the Engineer prior to placement and will be considered only in special circumstances.

Water consolidation by any means shall not be permitted.

Bedding and shading material shall not be considered “corrosive” or “aggressive” soil per the definitions in AWWA (including C105), Ductile Iron Pipe Research Association (DIPRA) and other similar standards and industry accepted documents. The Contractor shall submit material certification documents from the bedding and shading material supplier indicating that the bedding and shading material to be provided is not considered “corrosive” or “aggressive” soil to ferrous metals, and shall include the pH, resistivity, oxidation/reduction, and sulfide values of the material within the certification package. Upon delivery of the material, the Contractor’s geotechnical engineer shall provide Quality Control testing by testing samples of the bedding/shading material for corrosivity. The Contractor’s geotechnical engineer shall provide a letter

sealed by a registered professional engineer, licensed in the State of Arizona, that the bedding/shading material is not corrosive to ferrous metals as defined by AWWA C105. If the material is found to be corrosive, the Contractor must install polyethylene encasement per MAG Specification 610.6 at no additional cost to the City. Testing shall occur a minimum of every 1,000 linear feet of pipe installed.

601.4.4 Initial Backfill

REMOVE in its entirety.

601.4.5 Final Backfill

REMOVE in its entirety and REPLACE with the following:

601.4.5 Backfill

Backfill material shall be in accordance with COP GES Detail 200Q-1 for paved areas and COP GES Detail 200Q-1 for unpaved areas. In paved areas, backfill from 1 foot above the pipe to the bottom of the base course shall be non-shrink CLSM backfill. In unpaved areas, backfill from 12 inches above the pipe to 6 inches below existing grade shall be minus 3 inch native material similar in nature to material existing prior to excavation.

Trench backfill Quality Control testing frequency shall be 1 per soil type for Proctor Density testing and 1 per 1 foot vertical lift per 200 linear feet of trench.

601.4.6 Compaction Densities

REMOVE in its entirety and REPLACE with the following:

All backfill material with the exception of non-shrink slurry backfill shall be compacted to 95 percent maximum dry density per ASTM D698.

601.4.7 Water Consolidation

REMOVE in its entirety and REPLACE with the following:

Water consolidation by any means shall not be permitted.

601.7 PAYMENT

REMOVE in its entirety.

ADD the following subsection to Section 601- Trench Excavation, Backfilling and Compaction:

601.8 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for trench excavation, backfilling, compaction, or placement of temporary pavement. This work shall be included in the respective unit bid price for water, sewer, or storm main and lateral construction.

Rock excavation within the roadway excavation limits shall not be measured separately. It will be included in roadway excavation. No separate payment will be made for roadway rock excavation. It shall be combined as one item under roadway excavation.

Rock excavation within structural excavation limits shall not be measured separately. It will be considered incidental and shall be included in the appropriate bid item.

Rock excavation within trenches shall be measured in accordance with the following:

- (1) Width of trench for rock excavation shall be based on pipe outside diameter plus 24 inches.
- (2) Depth for rock excavation shall be actual depth from top of rock to bottom of rock, or to bottom of normal bedding section, whichever depth occurs first.

Payment for rock trenching shall be at the unit price bid per cubic yard which shall include the cost of blasting, excavation, removal, hauling and disposal.

SECTION 610: WATER LINE CONSTRUCTION

610.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Water main construction shall be in accordance with all applicable standard specifications and standard details.

610.3 MATERIALS

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Water Main piping shall be bell and spigot Class 350 ductile iron unless otherwise noted on the project plans, in accordance with COP Supplement 610 and MAG Specification 750. Trace wire per COP GES Detail 319Q-1 shall be required for all water main installations. Water main piping shall be furnished new in full lengths with manufacturer, class rating, and all other applicable information clearly marked on the barrel. Water main piping for 2 inch shall be copper in accordance with MAG Specification 754 and encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

Ductile iron water pipe and fittings per: MAG Specification 750. Concrete pressure pipe-steel/cylinder type per: MAG Specification 758.

ADD the following:

(C) All ductile iron water main and fittings shall be encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications where called for on the plans or after the Contractor's testing of bedding and shading material is found to be corrosive in accordance with AWWA C105.

All copper and brass water main and fittings shall be encased in polyethylene protective wrapping in accordance with Section 610.6.

(D) All water mains shall have “NSF-PW” seal clearly marked on each barrel and installed with trace wire in accordance with COP GES Detail 319Q-1.

(E) Thrust restraint shall generally be accomplished through the use of restrained joints in lieu of thrust blocking. The preferred joint restraint system shall be “Field-Lok” gasket or approved equal except that vertical deflections, tees, valves and bends shall be restrained utilizing Mega-Lug, as manufactured by Ebba Iron, or equal.

(F) Joint restraint shall be required at piping configurations as show on COP GES Detail 303Q-1. Required minimum lengths of joint restraint shall be per COP GES Detail 303Q-2, or as noted on the plans. In “Tee” locations where perpendicular branch mains are shown as restrained, the main line run (LRN) shall be restrained for a minimum of 10 feet or 1 joint, whichever is greater, each side of the “Tee”.

Concrete thrust blocking will be required at connections to existing lines at the locations noted on the plans. Thrust blocks placed at these connections shall be in conformance with MAG Specification 610.14 and MAG Detail 380, and shall be adequately braced to allow system operation during curing of the concrete thrust blocks. Fittings to be restrained with thrust blocks shall be wrapped and taped with heavy polyethylene sheeting per Section 610.6 to prevent covering with concrete on nuts and threading on fittings.

(G) All lateral water main connecting piping, valves and fittings shall be constructed using restrained joints from the main line “Tee” to the connection point at the existing water main at the locations shown on the plans.

(H) Prior to ordering of materials and scheduling connections to existing water mains and services, the Contractor shall complete investigations to verify the size, type and location of the existing water mains and services.

(I) The technical specification for “Air Release Valves” is expanded to include Combination Air Release-Vacuum Breaker valves at the locations shown on the plans constructed as shown in COP GES Detail 317Q-1.

(J) Payment for water main shall be at the unit price in the bidding schedule and shall include all connections, fittings, joints, flanges, thrust restraint and incidentals unless specifically itemized in the bidding schedule.

610.4.1 Trenching/Cover

REMOVE in its entirety and REPLACE with the following:

All water mains shall have a minimum cover of 48 inches over the top of the pipe.

Cover for water mains will be measured from existing or proposed finished grade of pavement or from natural ground, whichever is deeper.

No water main shall be deflected, either vertically or horizontally, in excess of 50 percent of the manufacturer’s recommendation for the pipe or coupling, without the appropriate use of bends or offsets.

Except as otherwise required in this specification, the special provisions, or by the Engineer, trench excavation, backfilling and compaction shall be in accordance with the requirements of Section 601 of these specifications. Backfilling may be accomplished as soon as the pipe line has been installed to the satisfaction of the Engineer, subject to the requirements for testing per Section 611 of these specifications.

610.4.3 Blocking and Restraints

REMOVE the first four paragraphs in their entirety and REPLACE with the following:

All pipe lines, valves and fittings shall be restrained using mechanical joints, mechanical joint restraints, or gasket joint restraints in accordance with COP GES Details 303Q-1 through 303Q-4.

If irregular soil or pressure conditions are encountered, a thrust block design revision or an alternate joint restraint system may be required. Thrust block installation or alternate joint restraint will require approval from the City.

610.4.5 Testing

REMOVE the last sentence of this section and REPLACE with the following:

All corporation stops used for testing and chlorination shall be removed and a stainless steel full circle repair clamp shall be installed.

610.5 SEPARATION

REMOVE all references to the Maricopa County Environmental Services Department.

610.5.1 General

ADD the following:

Concrete encased water mains that cross storm drains and/or other dry utilities which clear the crossed line by less than 12 inches shall incorporate a 6 inch sand pad to break the frictional contact.

610.9 FIRE HYDRANTS

ADD the following:

- (A) Hydrant installation shall be in accordance with COP GES Details 360Q, 362Q, 363Q and 364Q, and as specified on the project plans. Hydrants shall be Waterous, Mueller, East Jordan, or as approved by the Engineer.
- (B) All ductile iron water pipe used in fire hydrant installation shall be Class 350.
- (C) All new fire hydrants and connecting piping shall be constructed using restrained joints from the main line "Tee" to the hydrant.
- (D) Payment for hydrant installation shall be at the unit price in the bidding schedule and shall include the hydrant, piping, valve, box and cover, and all appurtenant fittings, as noted for a complete assembly.

610.11 CONNECTION TO EXISTING MAINS

ADD the following:

The existing water main shall not be taken out of service prior to completion and ADEQ Approval to Operate the replacement water main and connection of all water services and fire hydrants to the replacement system.

The existing water system shall not be taken out of service at any time without the approval of the Engineer. With the approval of the Engineer, the existing water main may be taken out of service for limited periods to facilitate project construction. City Water Operations shall be contacted a minimum of 48 hours prior to a planned water service disruption.

The Contractor shall prepare and submit to the Engineer a plan for each connection to the existing system which demonstrates the ability to complete all work within the allowed period.

All temporary connections and/or elements which must be placed in service prior to full system disinfection, testing and approval shall be disinfected in accordance with Section 4.7 of AWWA C651 after approval of the Engineer.

All existing water service connections shall be replaced in accordance with the provisions of the COP General Engineering Standards.

610.13 METER SERVICE CONNECTIONS

REMOVE items (A) and (B) in their entirety and REPLACE with the following:

- (A) Type K soft copper pipe or tubing shall be used except as otherwise called for on the plans.
- (B) When the existing main is not abandoned and the existing meter is to be connected to the new line, the corporation stop and saddle shall be removed and a stainless steel full circle repair clamp shall be installed.

ADD the following:

(E) Water Service Connection

(1) New Water Service shall be in accordance with COP GES Detail 316P. All service piping and fittings from main tap to meter box shall be encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications. Existing water service shall be abandoned in place and existing meter box and cover shall be salvaged and delivered to the City's Maintenance Yard and placed as directed by the Engineer. The Contractor shall supply all necessary materials for new water service including service saddle, corporation stops, piping, meter yoke, boxes and covers, plus all appurtenant fittings to connect to customers existing service line. The Contractor shall maintain a minimum 4 feet of cover material over water service and set new box and yoke as indicated on plans.

(2) The Contractor shall take all necessary steps to maintain water service. Customers affected by water disruption due to water service installation/connection shall be notified by written flyer delivered by the Contractor a minimum of 24 hours in advance of scheduled water service disruption. The Contractor shall not disconnect or disrupt water service until new water main and services pass hydrostatic and disinfection tests and is accepted by the Engineer. Customers shall not be without water service for a total time period greater than 4 hours. The Contractor shall supply bottled potable water and temporary water service meeting all State health requirements for periods of water service disruption exceeding 4 hours. No separate payment will be made for water service maintenance or Contractor written notification of water service disruption.

(3) No separate measurement or payment will be made for adjustment of new water meter boxes to finished grade. This work is considered as incidental to the construction of the water service replacement.

(4) The Contractor shall install water service line from the main to the new water meter location and continue to a point after the existing water meter location. This point of connection shall be a maximum of 10 feet from the existing meter location. The Contractor shall remove existing valves, pressure regulators, nipples, connectors, etc. and replace per specifications. All private service lines shall be Type "K" copper in accordance with MAG Specification 754 and encased in polyethylene protective wrapping in accordance with Section 610.6. The Contractor shall maintain a minimum of 4 feet of cover material, including ditch inverts, over new private water service line and utilize

existing in-situ material for backfill. The Contractor shall supply all necessary material for new private water service installation including a curb stop, plus an approved type pressure regulator, in an accessible box per COP GES Detail 316P at the new meter box location and all appurtenant fittings to connect to existing service line.

(5) The Contractor shall remove the existing water meter and reinstall in the new yoke at the new meter box location with all appurtenant fittings and adapters. The City shall supply the Contractor with new meters for use in new locations that were not previously served or there is no existing meter to remove.

(6) The Customer Box called out in COP GES Detail 316P for the curb stop and pressure regulator on the customer side of the meter box shall be minimum #1 box, and the curb stop, regulator, box and lid shall be provided and installed by the Contractor.

(7) The Contractor shall be required to distribute written notices approved by the Engineer to all customers 24 hours in advance of proposed private service line reconnection work.

(8) Existing improvements disturbed by the Contractor shall be restored in "like kind" to the satisfaction of the Engineer. No extra payment will be made for restoring existing improvements in "like kind" to include concrete walkways, retaining walls, landscape improvements, etc.

(9) It shall be the Contractor's responsibility to review existing water meter location and points of private service line reconnection locations and ascertain all work including existing improvement restoration costs to perform the private service line reconnection work as specified. Costs associated for private service line reconnection work shall be at the appropriate unit bid price in the bidding schedule and shall include private service line piping, curb stop and pressure regulator, plus all appurtenant fittings and existing improvement restoration work as specified.

(10) The pressure regulators shall be set at 65 psi. The Contractor shall bench-test or otherwise provide written verification from the supplier prior to installation that the pressure regulators have been set at the required psi.

(11) Payment for new water service and reconnection shall be at the appropriate unit bid price shown in the bidding schedule and shall include service saddle, corporation stops, curb stops, piping, meter yoke, adapters, boxes, pressure regulator, plus all appurtenant fittings for complete assembly for connection to existing service line. The Contractor shall supply and install all fittings necessary to install meter into new yoke.

(F) Commercial Water Service (Greater than 2 inches)

(1) The Contractor shall install water service line from the main to the new water meter location and continue to a point after the existing water meter location. This point of connection shall be a maximum of 10 feet from the existing meter location. The Contractor is to furnish and install gate valve and Pressure Regulating Valve (PRV) after meter vault. PRV shall be installed in accordance with the International Building Code as adopted by the City. All commercial service lines shall be a minimum of 4 inch Class 350 Ductile Iron Pipe in accordance with Section 610 of these specifications. The Contractor shall maintain a minimum of 4 feet of cover material over new water service line and may utilize existing in-situ material for backfill provided it meets the project specification. The Contractor shall supply all necessary material for commercial water service installation including a customer shutoff valve and PRV, in an accessible vault per COP GES Detail 321Q at the new meter vault location and include all appurtenant fittings to connect to existing service line.

(2) The Contractor shall be required to distribute written notices approved by the Engineer to all customers 24 hours in advance of proposed private service line reconnection work.

(3) Existing improvements disturbed by the Contractor shall be restored in "like kind" to the satisfaction of the Engineer. No extra payment will be made for restoring existing improvements in

“like kind” to include concrete walkways, retaining walls, landscape improvements, etc. It shall be the Contractor’s responsibility to review existing water meter location and points of service line connection locations and ascertain all work including existing improvement restoration costs to perform the service line connection work as specified.

(4) Measurement and Payment for commercial water service shall be at the applicable unit bid price in the bidding schedule and shall include piping, customer shutoff valve, PRV and vault, including all appurtenant fittings and existing improvement restoration work as required.

(G) Traffic Rated Concrete Meter Box

(1) Meter boxes located within traffic areas shall be Christy model B1324 by Christy Concrete Products or approved equal.

(2) Pre-cast concrete meter boxes shall have H-20 loading and be constructed of high density reinforced concrete with a minimum compressive strength of 4,000 psi. Covers to be furnished with the boxes shall be a steel checker plate, H-20 loading, and lid.

610.16 MEASUREMENT AND PAYMENT

REMOVE item (E) in its entirety.

SECTION 611: WATER, SEWER AND STORM DRAIN TESTING

611.2 FLUSHING AND HYDROSTATIC TESTING

REMOVE the first and second paragraphs and REPLACE with the following:

Water lines, fire lines and force mains, including all fittings and connections to the water mains shall be tested for water tightness by subjecting each section to hydrostatic testing in accordance with applicable provisions of AWWA C600, except as modified below, and the City Water Line Testing and Acceptance Procedures, and shall consist of pressure testing and allowance testing.

Testing shall be performed by the Contractor and shall be witnessed by the Engineer for approval.

Payment for testing of water mains shall be included in the unit bid price for water main construction.

611.3 DISINFECTING WATER MAINS

ADD the following:

Water main and services shall be disinfected in accordance with Section 611 of these specifications and the City Water Line Testing and Acceptance Procedures. The City shall perform the sampling for bacteriological and residual chlorine testing. The Contractor shall notify the City 24 hours in advance to coordinate disinfection testing.

All valves in the lines being disinfected shall be opened and closed several times during the 24 hour period of disinfection.

Payment for disinfection of water mains shall be included in the unit bid price for water main construction.

611.4 SEWER LINE TESTING

ADD the following to the first paragraph:

Force mains shall be pressure tested at a minimum of 50 psi above the maximum design working pressure for 2 hours in accordance with AAC R18-9-E301, 4.01.

ADD the following to (A) Low Pressure Air Test:

Sanitary sewers shall be low pressure air tested in accordance with ADEQ Engineering Bulletin 11, Chapter IV and in accordance with the Arizona Administrative Code, Title 18, Chapter 9, Part E301(D)(2)(j)(i). 100 percent of the total length of pipe shall be tested.

ADD the following to (C) Deflection Test for HDPE and PVC Pipe:

100 percent of new sewer main construction, regardless of pipe material shall be deflection tested in accordance with the following:

- (1) The pipe section to be tested shall be cleaned free of dirt, sand, water, or other foreign materials.
- (2) Backfill and compaction will have been completed prior to testing. Initial tests may be done immediately upon completion of the first reach of pipe for each diameter to ascertain if the Contractor's means, materials and methods are producing the desired quality within permissible tolerances.
- (3) Final acceptance mandrel pull shall be no sooner than 30 days after backfill and compaction unless authorized by the City.
- (4) Test mandrels shall be solid sleeve or cage type with outside diameter and type of pipe permanently and clearly identified on the mandrel body. Worn, damaged or deformed mandrels will not be allowed. The mandrel shall have a cable attached at each end to enable removal if it becomes stuck.
- (5) For acceptance, the mandrel must pass through the entire section between manholes or other structures in one pass when pulled by hand, without the use of excessive force. All testing shall be witnessed by the Engineer or the Engineer's authorized representative and the Engineer reserves the right to order additional tests in excess of 20 percent of new main installed.
- (6) Any section of the installation which fails to pass the deflection test will be repaired and retested.

REMOVE item (D) in its entirety and REPLACE with the following:

(D) Closed Circuit Television Inspection

(1) Description

This section defines the requirements for internal television inspection of the sewer main and service laterals after they have been installed for all new construction and shall include the connection point to the existing system. The Contractor shall inspect the sewer interior using a color Closed Circuit Television (CCTV) camera and document the inspection on video with audio location and date information, video title information and hard copy inspection logs.

Upon completion of sewer main rehabilitation, the Contractor shall perform CCTV inspection for 100 percent of the newly rehabilitated sewer main to provide a video record and associated written report to become the property of the Engineer. The Engineer shall be notified a minimum of 48 hours in advance of proposed scheduled sewer camera inspection, so the Engineer may witness the video recording. Any inspection completed without the Engineer witnessing will not be accepted.

(2) Submittals

(a) The Contractor shall submit samples of main and lateral (if separate) inspection logs and reports for approval in accordance with MAG Specification and COP Supplement 105.2.

(i) The Contractor shall be responsible for modifications to the Contractor's equipment and/or inspection procedures to achieve report material of acceptable quality. No work shall commence prior to approval of the material by the Engineer. Once accepted, the report material shall serve as a standard for the remaining work.

(ii) The Contractor shall maintain a copy of all inspection documentation (reports, DVD, etc) for the duration of the work and warranty period.

(iii) Mainline inspection reports shall be provided by the Contractor and shall show all observations, at a minimum: project title, name of owner, time of day, manhole-to-manhole pipe section, pipe segment length, pipe material, line size, compass direction of viewing, lateral identification and clock position, direction of camera's travel, pipe depth, name of operator and footage counter reading at the beginning and end of each manhole-to-manhole pipe segment. Report shall identify any deficiencies observed.

(iv) Video of sewer mainlines shall at a minimum include the following information: project title, time of day, pipe material, line size, compass direction of viewing, direction of camera's travel, and footage counter reading continuously through-out each manhole-to-manhole pipe section. The video shall pause at and identify all observations.

(v) Service lateral inspection reports shall be provided by the Contractor and shall show all observations, at a minimum: project title, time and date, property address of service, manhole-to-manhole pipe section, pipe segment length, pipe material, line size, direction of camera's travel, name of operator and footage counter reading at the beginning and end of each service. Report shall identify any deficiencies observed.

(vi) Video of sewer lateral shall show, at a minimum: project title, street address, time and date, pipe material, line size, direction of camera's travel, and counter reading at the beginning and end of each service. The video shall pause at and identify all observations including the connection point to the existing service line.

(b) The Contractor shall supply finished video recordings upon completion of sewer construction. 4 sets of the videos (DVD) and reports shall be submitted to the City.

(3) Equipment

(a) Cameras: For inspection of sewer, the camera shall be equipped with a rotating head, capable of 90 degree rotation from the horizontal and 360 degree rotation about its centerline. Minimum camera resolution shall be 400 vertical lines and 460 horizontal lines. The camera lens shall not have less than 140 degree viewing angle and shall have automatic or remote focus and iris controls. The focal distance shall be adjustable through a range of from 2 inches to infinity. Camera(s) shall be intrinsically safe and shall be operative in 100 percent humidity conditions. Lighting intensity shall be remote controlled and shall be adjusted to

minimize reflective glare. Lighting and camera quality shall provide a clear, in-focus picture of the entire inside periphery of the sewer.

(b) Recording Media: Video recordings of all sewer line inspections shall be made on DVD. The audio portion of the composite video shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report. Each video shall be identified with labels showing the Owner's name, Contractor's name, Engineer's name and each manhole-to-manhole pipe segment of sewer line represented on the video. Each video shall be submitted at the completion of the project for records.

(c) Footage Counter: A footage counter device which measures the distance traveled by the camera in the sewer device shall be accurate to plus or minus 2 feet in 1,000 feet.

(d) Depth Gauge: The camera shall be fitted with a depth gauge to identify sags present in the main lines. The gauge shall have ¼ inch increment markings to measure the depth of the pipe sag. The depth of the sag and location shall be noted as an observation and recorded on the report.

(e) Video Titling: Video recording equipment shall include genlocking capabilities to the extent that computer generated data, (i.e. footage, date, size, etc) as determined by the City can be overlaid onto video, and both indicated on the television monitor and permanently recorded on the inspection video recording.

(4) Flow Control

(a) Flow control is required for TV inspection and for sewer line rehabilitation. Limited sewage flow, as defined below, is acceptable for TV inspection.

(b) Depth of flow shall not exceed 40 percent of pipe diameter as measured in the manhole when performing television inspection.

(c) Bypass pumping, if required, shall conform to the requirements of COP Supplement 200.2 and shall be incidental to CCTV Inspection.

(5) Inspection Methods

(a) The Engineer and the City's Wastewater Collection Representative shall have access to observe the video monitor and all other operations at all times. The system of cabling employed to transport the camera and transmit its signal shall not obstruct the camera's view.

(b) The Contractor shall physically measure and record on the inspection log, the length of each sewer reach from the centerline of its terminal manholes.

(c) The camera may travel through the sewer in either direction. Maximum rate of travel shall be 30 feet per minute when recording.

(d) The camera image shall be down the center axis of the pipe when the camera is in motion. The Contractor is required to provide a 360 degree sweep of the pipe interior, at points of interest, in order to more fully document the existing condition of the sewer. Points of interest may include, but are not limited to, defects, encrustations, mineral deposits, debris, sediment and any location determined not to be clean or part of a proper line installation and defects in the liner including, but not limited to, bumps, folds, tears, dimples, etc.

(e) The video and all inspection documentation should include the sewer line and manhole identifiers shown on the plans. After the rehabilitation of the sewer main is complete, the Contractor shall use the upstream manhole as the identifier in conjunction with the distance meter.

(f) The City will review videos and logs to ensure compliance with the requirements listed in this specification and contract documents. If the sewer line, in the sole opinion of the City, is not adequately clean, it shall be cleaned and re-inspected by the Contractor at no additional cost to the City. If the construction work, in the sole opinion of the City, has not been properly installed, it shall be reinstalled and re-inspected by the Contractor at no additional cost to the City.

Final acceptance of the project will not be granted until sewer line video results, including any re-inspection of deficient sewer main, meet the satisfaction of the Engineer and are in accordance with this section.

611.5 POST INSTALLATION INSPECTION OF NEW MAINLINE STORM DRAINS

REMOVE the first sentence of item (A) in its entirety and REPLACE with the following:

The Contractor shall provide the Engineer with an annotated video inspection record (DVD format only) of the new mainline storm drain pipeline.

REMOVE the last sentence of item (A) in its entirety and REPLACE with the following:

This video shall be provided to the Engineer for review and approval prior to the Contractor being allowed to place the first lift of pavement over the storm drain line.

611.6 PAYMENT

REMOVE the second paragraph in its entirety and REPLACE with the following:

All low pressure air, hydrostatic, and deflection testing shall be considered incidental to the unit price bid for sewer main installation and no additional payment shall be made for these items.

Measurement and payment shall be for the complete work of Sewer CCTV inspection at the unit price in the bid schedule. All cleaning and bypass pumping required for a clear and complete CCTV inspection shall be incidental to the cost of video inspection.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 612: TEMPORARY WATER MAINS (FLY LINES)

612.1 DESCRIPTION

This section describes the requirements and procedures for the installation, testing and maintenance of temporary water main systems where required to maintain service to customers during the shutdown or removal of existing City water mains for new construction. *All* existing water services shall be moved to the temporary main so that customer service interruptions are avoided.

(A) **Materials:** All pipe valves, fittings, hose and connections furnished by the Contractor shall be of good quality, clean, meet National Sanitation Foundation (NSF) Standard 61 requirements for potable water. The City shall be the final arbiter if any questions arise regarding the suitability of any materials to meet these criteria. Previously used pipe that has been used in sanitary sewer, force main or effluent applications is specifically NOT allowed, regardless of any disinfection procedures or results submitted.

Temporary mains 6 inches or greater shall be constructed of HDPE solid wall pipe conforming to AWWA C906 with a minimum DR ratio based on 150 psi. Higher rated pipe may be required based on analysis of the City water system for the construction area.

Temporary mains less than 4 inches may be constructed of either HDPE or PVC with the appropriate pressure rating for system and testing pressures.

(B) Installation and Protection: The temporary line may be installed above grade as necessary to facilitate the construction of new waterline. The temporary pipe shall be installed in such a manner that it will not present a hazard to vehicle traffic or pedestrians and will not interfere with access to homes, businesses and driveways along its route. Cover plates shall be installed as necessary. Where installed at driveway or street crossings the line shall be protected from traffic loads and displacement. During seasons with potential for freezing the lines shall be insulated to the degree necessary to prevent damage to the line or fittings and to maintain service.

Valves shall be installed at the beginning and end of the temporary line and at 300 foot intervals, or as directed by the City. The use of pressure reducing valves for individual service connections may be required as directed by the City.

All temporary piping, fittings and service connections shall be furnished, installed and maintained by the Contractor for the duration of the construction. The Contractor shall make connections to a water source designated by the City or as shown on the plans. Alternative connection points may be considered by the City.

(C) Testing

(1) Disinfection and Testing: The Contractor shall be responsible to disinfect all pipe, connections and fittings in accordance with MAG Specification 611.3. Disinfection of the line, if not connected to the City's existing system at either end, may be treated as a closed vessel for purposes of the disinfection period and combined with the pressure test. If the temporary line is connected to the City's existing system the line shall be disinfected, flushed and then pressure tested after a bacteriological sample is obtained and tested.

(2) Pressure Testing: All temporary water mains shall be pressure tested to ensure integrity of the system supplying water to the City's customers. Test pressure shall be a minimum of 50 psi over normal system operating pressure for the area served by the temporary line and shall be maintained for 2 hours. Pressure test results should be provided to the Inspector responsible for the project. A single length of HDPE line with no joints will not require a pressure test.

(3) Bacteriological Testing: Following disinfection, pressure testing and flushing of the temporary line, the Contractor shall obtain water samples from the line and submit to a certified laboratory for bacteriological testing. Results shall be provided to the Inspector responsible for the project. The City's Utility Engineer will review test results prior to connection of existing customers to the temporary line.

(D) Maintenance and Repairs

(1) Maintenance: Following acceptance of the temporary system as a potable system by the City, the Contractor shall maintain continuous service through the temporary piping to all customers normally served both directly and indirectly by the pipe line. Once the temporary pipe has been accepted, the Contractor shall request the City to shut down the existing system piping and the Contractor shall remove the existing system piping in conflict with the new mains or as shown on the project plans.

Upon completion of the work, the Contractor shall remove the temporary piping and appurtenances and shall restore all ground surfaces and water service connections to the satisfaction of the City.

(2) Repairs: If repairs to temporary piping are necessary the Contractor shall make such repairs in a timely manner as directed by the City. If progress in making repairs is inadequate, as determined

by the City, or in the event of an emergency, the City may take immediate corrective measures, which may include the performance of repair work by City forces or another contractor. All costs for corrective measures shall be borne by the Contractor.

(3) Fire Hydrants: Fire hydrants not on the temporary main that are taken out of service shall be covered with a bag to be easily recognized as being out of service until they are removed or until they are brought back into service. The Contractor shall notify the City Fire Marshal and the Water Operations Division of any fire hydrants that will be taken out of service.

(E) Measurement and Payment: Measurement for the installation, testing and maintenance of temporary water mains shall be for each separate main installation.

Payment shall be made at the unit price contained in the bid schedule. Such payment shall be full compensation for furnishing and installing the pipe, fittings valves, adaptors, service connections, and all miscellaneous fittings, complete in place, standard details, and/or Temporary Water Main Plan submittal and approval, and shall include all costs of excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, maintenance of traffic, testing, disinfection, connections to existing mains and services, disposal of existing pipes and materials. Disposal of asbestos cement pipe, lead joints and other potential hazardous materials shall be disposed of in accordance with applicable Federal, State and local regulations and shall be considered incidental to the payment for Temporary Mains unless specifically identified in other bid items.

SECTION 615: SANITARY SEWER LINE CONSTRUCTION

615.2 MATERIALS

REMOVE in its entirety and REPLACE with the following:

Pipe used for sewer line construction, including specials, joints, and gaskets, shall be according to the following sections, or as modified by the special provisions.

HDPE pipe shall conform to MAG Specification 738. Vitrified clay pipe shall conform to MAG Specification 743. Polyvinylchloride (PVC) pipe and fittings shall conform to MAG Specification 745. Ductile iron pipe shall conform to MAG Specification 750.

(A) Sanitary sewer main construction shall be in accordance with all applicable standard details and MAG Specification 750. All sanitary sewer piping and fittings shall be ASTM D3034 SDR 35 PVC or AWWA C151 Ductile Iron, Class 350, with an epoxy coating (Protecto Coat 401, Series 431 Perma-Shield, or approved equal). Sewer pipe shall be furnished new in full lengths with manufacturer, class, rating and other pertinent information clearly marked on the barrel. All ductile iron sewer main shall be encased in polyethylene protective wrapping in accordance with MAG Specification 610.6 where called for on the plans or after the Contractor's testing of bedding and shading material is found to be corrosive in accordance with AWWA C105.

(B) Field cuts and taps of ductile iron pipe shall be re-coated with Protecto Coat 401, Series 431 Perma-Shield, (or approved equal) field kit in accordance with the manufacturer's recommendations.

(C) Where noted on project plans, mechanical joint or restrained joint, Class 350, ductile iron sewer main shall be installed 10 feet (minimum) each direction from water/sewer interface where vertical separation is less than 2 feet or until 6 feet of horizontal separation is attained per MAG Detail 404.

(D) The method of construction of manhole and sewer main replacements is of prime importance to the City. Maintenance of sewage flows is critical and shall be the responsibility of the Contractor. The

Contractor's construction schedule shall be phased as to allow for minimal pumping of sewage flows for manholes and sewer main under construction.

(E) Payment for sanitary sewer main will be at the applicable unit bid prices for sewer main, as shown in the bidding schedule and shall include all excavation, backfill and compaction in accordance with trench details and all materials necessary for installation of the new sewer main.

615.8 SANITARY SEWER SERVICE TAPS

REMOVE the last sentence of the fourth paragraph in its entirety.

ADD the following:

All new or replacement sewer services, and any existing sewer services disturbed during construction, shall be replaced to the location indicated on project plans with a new minimum 4 inch ASTM D3034 SDR 35 PVC or AWWA C151 Ductile Iron, Class 350, with an epoxy coating (Protecto Coat 401, Series 431 Perma-Shield, or approved equal) sewer pipe, backwater valve, manufactured wye, and appurtenances in accordance with COP GES Details 405Q, 414P, 440P-1, 440P-2 and 440P-3, except as modified herein.

If individual sewer service disruption is anticipated, the Contractor shall notify the property owner 24 hours in advance. Sewer service must be restored within 4 hours or some alternate means of sewage disposal provided to allow for the resumption of individual sewer service.

Payment for sanitary sewer service shall be at the unit price indicated on the bidding schedule for the sewer service installation, and shall include connecting each existing sewer service including all labor, material, equipment, removal of existing pipe, new pipe, coupling concrete reinforcement, new concrete encasement, fittings, by-pass pumping and other work required to connect the existing yard line service to the new sewer main.

615.10 MANHOLES

ADD the following:

(A) The Contractor is to provide to the Engineer a detailed written description of the method of construction for manhole and sewer replacement for each individual area of work. This should include, but is not limited to the following:

- (1) Maintenance of sewage flows during construction and curing of concrete.
- (2) Type of concrete for manhole bases (i.e. pre-cast, "high-early", etc.)
- (3) Method of curing concrete (i.e. protection against freezing, development strength before barrels and cones are set, etc.)
- (4) What steps will be taken to ensure the grade around the manholes will not sink when complete (i.e. compaction testing, special base preparation, etc.)

Sanitary sewer manholes shall be constructed per COP Supplement 625.

SECTION 618: STORM DRAIN CONSTRUCTION

618.1 DESCRIPTION

ADD the following:

Work under this item shall be in accordance with COP Supplement 601 and as modified herein.

REMOVE the second paragraph in its entirety.

618.2 MATERIALS

REMOVE the first paragraph in its entirety and REPLACE with the following:

Pipe used for storm drain construction, including specials, joints, and gaskets, shall be according to the following sections, or as modified by special provisions.

The concrete pipe, HDPE pipe, corrugated metal pipe (CMP), specials, joints, gaskets, and testing shall be according with MAG Specifications 621, 735, 736 and 738, except as specified below or as modified by special provisions.

ADD the following:

All CMP shall have $2\frac{2}{3}$ inch x $\frac{1}{2}$ inch corrugations with a minimum gauge of 14. Steel lined or paved CMP will not be allowed.

- (1) Rubber Gasket Joints

All joints for CMP shall conform to MAG Specification 621.3.1 and shall be watertight.

618.3 CONSTRUCTION METHODS

REMOVE the first paragraph in its entirety and REPLACE with the following:

Excavation, bedding, backfilling, and compaction of backfill and bedding of trenches shall be accomplished in accordance with COP Supplement 601 and MAG Specification 603 for HDPE pipe, or as modified by special provisions.

SECTION 625: MANHOLE CONSTRUCTION AND DROP SEWER CONNECTIONS**625.1.1 Manholes**

ADD the following:

Sanitary sewer manhole construction shall be in accordance with COP GES Details 420Q-1, 420Q-2, 421Q, 422Q, 423P-1, 423P-2, 426Q-1, 426Q-2 and 427Q.

625.1.2 Sanitary Drop Sewer Connections

ADD the following:

Sanitary sewer drop connections shall be constructed per COP GES Detail 426Q-1.

625.2 MATERIALS

REMOVE the second paragraph in its entirety and REPLACE with the following:

Brick shall not be used for maintenance and adjustment of the existing sanitary sewer manhole or ring and cover.

REMOVE the seventh paragraph in its entirety and REPLACE with the following:

Manhole steps, where approved by the City shall be in accordance with COP GES Detail 412Q. Plastic manhole steps shall conform to OSHA and ASTM C487 requirements. The manufacturer shall furnish a written certification indicating conformance.

625.3 CONSTRUCTION METHODS

REMOVE in its entirety and REPLACE with the following:

625.3.1 Manholes

Manholes shall be constructed of precast concrete sections, frames and covers, in accordance with the standard details. The invert channels shall be smooth and semi-circular in shape, conforming to the inside of the adjacent sewer sections. Changes in direction of flow shall be made with a smooth curve, having a radius as large as the manhole will permit. Changes in size and grade of the channels shall be made gradually and evenly.

Invert channels may be formed of concrete having a smooth mortared surface, or may be constructed by laying a full section of sewer pipe through the manhole and cutting out the portion of pipe above the floor after the surrounding concrete has hardened. The floor of the manhole outside the channels shall be smoothed and shall slope towards the channels.

Existing manholes shall be totally removed, including the bases, and disposed of by the Contractor. Existing rings and covers shall be salvaged and delivered to the City Wastewater Collection Yard located at 1505 Sundog Ranch Road. No separate payment will be made for removing manholes or salvaging manhole rings and covers. The cost of this item of work shall be included in the cost of manhole construction.

The excavation shall be made cylindrical to a diameter sufficient in size to permit sheeting if necessary and leave room that the precast concrete sections may be properly assembled.

Concrete foundations shall be Class A concrete and in accordance with the standard details and COP Supplement 505 for both poured-in-place and pre-cast bases. Cast-in-place concrete bases and inverts shall cure for a minimum of 72 hours, depending on concrete development strength before barrels and cones can be placed and before sewage flows across the inverts.

Frame and Cover: All machined surfaces on the frame and cover shall be such that the cover will lie flat in any position in the frame and have a uniform bearing through its entire circumference. Any frame and cover which creates any noise when passed over by automobiles shall be replaced. Frames shall be set in accordance with COP GES Detail 420Q-1.

Watertight Ring and Cover: Installation of watertight ring and cover shall be in accordance with COP GES Detail 420Q-1 as indicated on the plans. Watertight rings and covers shall be approved by the City prior to installation and cost shall be incidental to the manhole construction.

All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem in accordance with MAG Specification 220.1. The costs of special bedding and over excavation as required to provide a stable foundation, and other equipment and materials shall be incidental to the work.

Backfilling shall be done in accordance with the requirements for trench backfilling as stated in COP Supplement 601. Quality Control density testing shall be 1 test per 16 inches of fill, beginning at 2 feet above the crown of the pipe. A minimum of 2 density tests are required for each manhole. Each density test taken shall be in a different quadrant of the manhole as the previous test. If 4 tests are required, each quadrant shall have a density test.

625.3.2 Sanitary Sewer Drop Connections

Drop manholes that intercept existing mains (upper invert) shall not have a block-out for the pipe during the casting process. Said manholes shall be core drilled in place once the appropriate invert elevation has been verified in the field.

Core drilling shall not commence without approval from the Engineer.

The pipe shall be sealed at the penetration using a Link-Seal Modular Seal or approved equal.

(A) Internal Drop

- (1) Internal drop systems shall be installed in drop manholes where indicated on the plan sheets and accordance with COP GES Detail 426Q-1.
- (2) Internal drop systems shall be constructed using Reliner Inside Drop System as manufactured by Reliner/Duran Inc., or approved equal.
- (3) Manholes with internal drop systems require Internal Manhole Coating, and shall have the protective coating installed and tested prior to the installation of the drop system. Manhole coating shall be in accordance with COP Supplement 626.1.

625.3.3 Sanitary Sewer Manhole Testing

All manholes installed shall be tested by exfiltration or by vacuum testing as determined by the City. Testing shall be per ASTM C1244-3 and in accordance with Arizona Administrative Code, Title 18, Chapter 9, Part E301(D)(3)(e).

Testing of sanitary sewer manholes is considered incidental to the price bid for manhole installation and no additional payment shall be made.

625.4 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement of manholes shall be per manhole installed, complete in place regardless of depth.

Measurement of drop manholes shall be per manhole installed, complete in place regardless of depth.

Measurement for internal drops shall be per drop installed, complete in place regardless of depth.

625.5 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Payment for each accepted manhole installation shall be at the contract unit bid price in the bidding schedule and shall include all excavation, backfill, installation, grade ring adjustment, all necessary materials and testing for a complete manhole installation.

Payment for each accepted drop manhole installation shall be at the contract unit bid price and shall include all excavation, backfill, installation, internal coating, internal drop assembly, core drilling, grade ring adjustment, all necessary materials, and testing for a complete manhole installation

Payment for internal drop systems installed in existing manholes shall be at the bid unit price and shall include complete installation of the internal drop assembly, and internal coating in accordance with COP GES Detail 426Q-1 and all materials necessary for installation of the new drop sewer connections.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 626: MANHOLE COATINGS

626.1 DESCRIPTION

This section specifies the coating system used for the lining of the manholes as indicated on the drawings. The Contractor shall furnish all labor, materials and equipment required to clean, modify and coat the manholes. The Contractor shall comply with the local authority and all OSHA requirements for confined space entry. The coating shall yield a hard, durable chemical resistant coating and shall be specifically designed to be applied on a dry surface. The finish coating shall provide a watertight seal and shall adhere to all components of pipeline liner systems.

(A) Specific coating terminology used in this section is in accordance with definitions contained in ASTM D16, ASTM D3960 and the following definitions:

- (1) Dry Film Thickness (DFT): The thickness of one fully cured continuous application of coating.
- (2) Field Coat: The application or the completion of application of the coating system after installation of the surface at the site of the work.
- (3) Shop Coat: One or more coats applied in a shop or plant prior to shipment to the site of erection or fabrication, where the field or finishing coat is applied.
- (4) Tie Coat: An intermediate coat used to bond different types of paint coats. Coatings used to improve the adhesion of a succeeding coat.
- (5) Photochemically Reactive Organic Material: Any organic material that will react with oxygen, excited oxygen, ozone or other free radicals generated by the action of sunlight on components in the atmosphere giving rise to secondary contaminants and reaction intermediates in the atmosphere which can have detrimental effects.
- (6) Volatile Organic Compound (VOC) Content: The portion of the coating that is a compound of carbon is photochemically reactive and evaporates during drying or curing, expressed in grams per liter or pounds per gallon.

(7) Touch-Up Painting: The application of a paint on areas of painted surfaces to repair marks, scratches and areas where the coating has deteriorated to restore the coating film to an unbroken condition.

(B) Quality Assurance

(1) References: This section contains references to the following documents. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

- ASTM D16-93 Standard Terminology Relating to Paint, Varnish, Lacquer and Related Products
- ASTM D3359 A-92 Standard Test Methods for Rating Adhesion by Tape Test
- ASTM D3960-92 Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings

(2) Standardization: Materials and supplies provided shall be the standard products of manufacturers. Materials in each coating system shall be the products of a single manufacturer.

(C) Delivery and Storage

(1) Materials shall be delivered to the job site in their original, unopened containers. Each container shall bear the manufacturer's name, coating type, batch number, date of manufacture, storage life and special directions.

(2) Materials shall be stored in enclosed structures and shall be protected from weather and excessive heat or cold. Flammable materials shall be stored in accordance with State and local codes. Materials exceeding storage life recommended by the manufacturer shall be removed from the site.

626.2 MATERIALS

(A) The pre-approved coatings for the lining of manholes include: Sewer Shield Liner 150 as manufactured by Environmental Coatings, Mesa, Arizona; Sauereisen No. 210 as manufactured by Sauereisen, Inc., Pittsburgh, Pennsylvania; or Raven 405 as manufactured by Raven Lining Systems, Broken Arrow, Oklahoma. The coating color shall be approved by the owner.

(B) Primer shall be as recommended by the manufacturer for each application.

(C) Defect filler shall be as recommended by the manufacturer for each application. The coating shall contain no more than 20 percent filler, sand; no fiberglass fillers.

(D) Applicator Experience and Qualifications: The coating applicator must have a minimum of 2 years experience in applying either the specified coating or an equivalent coating and shall be certified as an applicator by the manufacturer. They shall submit a successful performance history for the application of either the specified coating or a similar coating in the wastewater industry:

- (1) The coating applicator shall submit 3 references relating to the quality of workmanship performed on other projects using the same coating being proposed or an equivalent coating.
- (2) The coating applicator shall be an Arizona licensed contractor with an AE License or equivalent.
- (3) The coating contractor shall submit a manufacturer's certification to apply the coating specified herein for each applicator involved in the coating process.

(E) Product Data: Before materials are delivered to the job site, the Contractor shall provide the following information in accordance with these specifications.

- (1) For the filler, primer and finish coating, the Contractor shall furnish a Material Safety Data Sheet (MSDS).
- (2) For the filler and finish coating, the Contractor shall provide the manufacturer's application instructions, which shall include the following:
 - (a) Surface preparation recommendations
 - (b) Primer type, where required
 - (c) Maximum dry and wet mil thickness per coat
 - (d) Minimum and maximum curing time between coats, including atmospheric conditions for each
 - (e) Curing time before submergence in liquid
 - (f) Thinner to be used with coating material
 - (g) Ventilation requirements
 - (h) Minimum atmospheric conditions during which the coating shall be applied
 - (i) Allowable application methods
 - (j) Maximum allowable moisture content
 - (k) Maximum storage life
- (3) List of materials proposed to be used under this section and manufacturer's data for each material.

626.3 COATING

(A) Coating products shall not be used until the City has inspected the materials and the coating manufacturer's technical representative has instructed the Contractor and the City in the surface preparation, mixing and application of the coating. The coating manufacturer's technical representative must be a factory representative, not a local representative or an affiliate of the Contractor.

(B) Field coats shall consist of 1 or more finish coats to build up the coating to the specified dry film thickness. Unless otherwise specified, finish coats shall not be applied until other work in the area is complete and until all previous coats have been inspected.

(C) All items of equipment, or parts and surfaces of equipment, which are immersed when in service, with the exception of pumps and valves shall have all surface preparation and coating work, performed in the field.

(D) Preparations

- (1) Surfaces to be coated shall be clean and dry. Before applying coating or surface treatments, oil, grease, dirt, rust, loose mill scale, old weathered coatings and other foreign substances shall be removed except as specified. Oil and grease shall be removed before mechanical cleaning is started. Where mechanical cleaning is accomplished by blast cleaning, the abrasive used shall be washed, graded and free of contaminants, which might interfere with the adhesion of the coatings. The air used for blast cleaning shall be sufficiently free of oil and moisture to not cause detrimental

contamination of the surfaces to be coated. The Contractor shall examine all surfaces to be coated and shall correct all surface defects as required by manufacture before application of any coating.

(2) The Contractor shall protect the sewer from debris, overspray or any detrimental activity due to restoration of the manholes.

(3) Holes shall be filled using a grout as recommended by the coating manufacturer, and approved by the Engineer. The grout filler shall be used to bring all areas of holes and pitting up to the nominal surface of the manhole so that there is an even interior surface in the manhole without waves, pits or holes. Any exposed rebar shall be cleaned, and all areas of corrosion removed, prior to application of the grout as recommended by the coating manufacturer and approved by the Engineer.

(4) After surface preparation is complete, all loose material shall be removed from the sewer and manholes.

(5) The Contractor shall repair all defects in the coating system where directed by the Engineer.

(6) Surface preparations for each type of surface shall be in accordance with the specific requirements of the coating system specification sheet (COATSPEC). The COATSPEC shall be supplied by the manufacturer.

(E) Application

(1) The surface of the installed coating will be cleaned and prepared to permit visual inspection by the Engineer. Any areas of the coating showing poor adhesion, excessive air inclusion or edge or seam defects shall be properly repaired and re-inspected.

(2) Coated surfaces shall be free from runs, drops, ridges, waves, laps and brush marks. Coats shall be applied so as to produce an even film of uniform thickness completely coating corners and crevices. Painting shall be done in accordance with the requirements of SSPC: The Society for Protective Coatings, Paint Application Specification No. 1. The SSPC Paint Application Specification shall be supplied by the manufacturer.

(3) The Contractor's equipment shall be designed for application of the materials specified. The coating shall be obtained with the proper thickness and surface characteristics as recommended by the coating manufacturer.

(4) Each coat shall be applied evenly and sharply cut to line. Care shall be exercised to avoid over-coating or spattering on surfaces not to be coated.

(5) Film Thickness and Continuity: Coating system thickness is the total thickness of the finished coats. The surface area covered for various types of surfaces shall not exceed those recommended by the manufacturer. Coatings shall be applied to the thickness specified, and in accordance with these specifications. In testing for continuity of coating about welds, projections (such as bolts and nuts), and crevices, the City will determine the minimum conductivity for smooth areas of like coating where the dry mil thickness has been accepted. This conductivity shall then be taken as the minimum required for these rough or irregular areas. Pinholes and holidays shall be repainted to the required coverage.

(6) Safety and Ventilation: Requirements for safety and ventilation shall be in accordance with SSPC Paint Application Guide No. 3. The SSPC Paint Application Guide shall be supplied by the manufacturer.

(7) Cleanup: Upon completion of coating, the Contractor shall remove surplus materials, protective coverings and accumulated rubbish and thoroughly clean all surfaces and repair any over spray or other paint-related damage.

(F) Testing

(1) Spark Testing: All coated surfaces shall be spark tested for holes. The spark tester used shall provide 14,000 volts. If pinholes are found, the Contractor shall repair the coating as recommended by the manufacturer and retest. All testing and repair work shall be at the Contractor's expense.

(2) Adhesion Testing: The Contractor shall perform an adhesion test after proper cure in accordance with ASTM D3359 to demonstrate that the specified field coatings adhere to the substrate. Test results showing an adhesion rating of 5A on immersed surfaces and 4A or better on all other surfaces shall be considered acceptable.

626.4 DEFECT REPAIR

The Contractor shall repair all defects in the coating system where directed by the Engineer.

Where unacceptable adhesion test results are obtained, the Contractor shall be responsible for removing and reapplying the specified coatings at no expense to the City.

626.5 WARRANTY

The coating applicator shall supply a minimum 5 year warranty, for the coating that has been approved through the submittal process. The coating applicator shall also supply a warranty from the coating manufacturer addressed to the City. The warranty shall state, at a minimum, that the coating is applied in accordance with the manufacturer's instruction and that the coating will not fail for a period of 5 years. The definition of coating failure is that blistering, cracking, embrittlement or softening of the coating is starting to occur.

All structural rehabilitation work performed by the Contractor shall be guaranteed against faulty workmanship and/or materials for a period of 2 years after final acceptance of work.

626.6 MEASUREMENT AND PAYMENT

Payment for manhole coating shall be per square foot as measured from the invert to the ring and cover. The unit price shall include by-pass pumping and all materials necessary for internal coating of manholes specified on the plan sheets.

SECTION 630: TAPPING SLEEVES, VALVES AND VALVE BOXES ON WATER LINES

630.3.1 General

ADD the following:

Valves shall be resilient wedge gate valves, Waterous 2500 series, Clow, Mueller, or equal, suitable for use in line and in wet tapping water mains in conjunction with tapping sleeves. Gate valves shall be mechanical joint except where flange joints are specifically detailed in project plans or where required for tapping sleeves and hydrant installation.

Valve blocking shall be provided on all valves in accordance with Quad City Detail 301Q. No separate payment will be made for valve blocking and the cost shall be included in the water main unit price.

Valve boxes shall be in accordance with COP GES Detail 391Q.

Debris caps shall be installed on all valves within project limits according to MAG Detail 392 and shall be color-coded according to COP GES Detail 391Q. Debris caps shall be SW Services DC600 or approved equal.

The Contractor shall notify customers of scheduled water service disruption a minimum of 24 hours in advance of construction. Customers shall coordinate water shut-down with City Water Operations in accordance with Quad City Detail 103P.

630.3.2 Specific Valve Size Requirements

REPLACE item (A) with the following:

(A) Valves 2 inches through 12 inches:

REMOVE item (B) in its entirety and REPLACE with the following:

(B) Valves 14 inches and larger:

Valves shall be iron body resilient-seated gate valves in accordance with the latest revision of AWWA C515.

Valves shall be for operation in a horizontal position. The valve shall have bevel gears. The gears and stuffing box shall be enclosed in a watertight iron case, for operation in a buried location. The case shall be filled with grease at the factory.

By-pass valves shall be furnished and installed on each valve unless otherwise indicated on the approved plans. See Table 630-1 for by-pass valve sizes.

630.4 TAPPING SLEEVES AND VALVES

ADD the following:

The City Utility Operations shall be notified 48 hours in advance to schedule water main tap. If the Contractor is not ready for the tap at the scheduled time, the tap will be rescheduled. City crews will not remain on standby until the Contractor is ready for the tap. The rescheduled tap shall include a new 48 hour notification.

630.4.1 Tapping Valves

REMOVE the third paragraph in its entirety and REPLACE with the following:

Once the tap has been installed, the Contractor shall not operate the valve.

ADD the following:

Debris caps shall be installed on tapping sleeve valve according to MAG Detail 392 and shall be color-coded according to COP GES Detail 391Q. Debris caps shall be SW Services DC600 or approved equal.

630.5 BUTTERFLY VALVES

REMOVE item (A) and REPLACE with the following:

- (A) 18 inches and larger:

REMOVE item (A) (1) in its entirety and REPLACE with the following:

- (1) Valve body shall be of cast iron or ductile iron with connecting ends one of or a combination of flanged (short body) or mechanical joint.

REMOVE item (B) in its entirety and REPLACE with the following:

- (B) 3 inches through 16 inches:

Butterfly valves shall not be used.

630.6 AIR RELEASE AND VACUUM VALVES

ADD the following:

- (C) Air/vacuum release valves shall be in accordance with COP GES Detail 317Q-1 or 317Q-2.

- (D) Combination Air Valves

(1) Air valves shall be standard combination style. Cast iron air valves shall comply with AWWA C512 except as modified herein. Valves shall be of the size shown and shall have threaded or flanged ends to match piping. Bodies shall be of high-strength cast iron, conforming to ASTM A126, Class B, or NSF 61 certified reinforced nylon. Floats of cast iron air valves shall be heavy stainless steel, suitable to withstand 1,000 psi external pressure. Seats of cast iron air valves shall be Buna-N. Other internal components of cast iron air valves shall be constructed of stainless steel, bronze, delrin, or cast iron as appropriate. Internal components for reinforced nylon valves shall be NSF 61 certified nylon, polypropylene, EPDM or NBR 70. Inlet and outlet ports for large orifice valves shall be baffled to prevent the action of high volume airflows from interfering with valve operations. Interior and exterior carbon steel surfaces shall be epoxy coated. Valves shall be designed for a minimum of 300 psi water working pressure, unless otherwise shown.

- (2) Internal protective coatings shall be provided in accordance with AWWA C550.

(a) Liquid epoxy lining and coating materials shall be listed in the NSF Listing for Drinking Water Additives, Standard 61, certified for use in contact with potable water.

(b) The minimum dry film thickness for epoxy linings shall be 0.203 mm (0.008-inch or 8 mils). Liquid epoxy lining shall be applied in 2 coats in accordance with AWWA C210.

(3) Combination air valves shall be in accordance with COP GES Detail 317Q-1 or 317Q-2, unless shown otherwise. They shall have both large and small orifices in a single body. The large orifice shall serve to vent large quantities of air during filling operations and shall automatically open to relieve vacuum conditions. The small orifice shall vent small quantities of air under full line pressure that may become entrained in the system and collect at high points. Valves shall be APCO Series 140, Val-Matic Corp. Series 200, or equivalent

ADD the following subsection to 630.6 Air Release and Vacuum Valves:

630.6.1 Blow Off Installation

Blow off installation shall be in accordance with Quad City Detail 318P. The Contractor shall be required to provide Mega-Lug restraint for all joints for a distance specified per Quad City Detail 303Q-1 and 303Q-2.

630.8 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement will be by the unit each of the various kinds and sizes of valves, manholes, vaults, or tapping sleeves and valves, including valve boxes and covers, retrofit debris covers, air release valve assemblies, combination valve assemblies, and blow off assemblies.

630.9 PAYMENT

ADD the following:

Payment for valves, box and cover shall be per each at the unit bid price shown in the bidding schedule. Valves on tapping sleeves and hydrant installations shall be included in the appropriate bid item in the bidding schedule.

Debris cap specified on existing valves shall be incidental to the project work.

Payment for tapping sleeves shall be at the unit price bid in the bidding schedule and include the tapping sleeve, valve, box and cover, and all appurtenant fittings for complete assembly.

Payment for air release and vacuum valve installation shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for a complete installation.

Payment for combination air valve assembly shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for a complete installation.

Payment for blow off installation shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for complete installation. No extra payment shall be made for Mega-Lug restraint.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 650: ABANDONMENT AND REMOVAL OF WATER MAIN

650.1 WATER MAIN ABANDONMENT

(A) Abandonment of existing water main shall not commence until hydrostatic and disinfection test results for the new main have been accepted by the Engineer. The Contractor shall contact the Engineer a minimum of 48 hours in advance of abandonment activities to schedule City water crews to coordinate valve operation. Water customers affected by water service disruption due to water main abandonment shall be notified by written flyer delivered by the Contractor a minimum of 24 hours in advance of scheduled water service disruption. Scheduled water service disruptions are limited to a maximum of 4 hours.

(B) Abandonment of existing main shall include the removal of all valves, hydrants, and appurtenances within the reach to be abandoned. All valves and hydrants to be abandoned shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City

Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer. Removed materials not identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new main installation.

At all locations indicated on the plans, a minimum of 4 feet of water main shall be removed capped and the appropriate thrust restraint installed.

Existing valves to be abandoned shall include removing the valve, valve box, and cover in its entirety. Abandonment of appurtenances located in any structure (manhole, vault, etc.) shall include the complete removal and proper disposal of the appurtenance and the structure.

Abandonment of valves, hydrants, and appurtenances shall include the installation of the requisite number of mechanical joint caps as necessary to seal all pipe remaining in place.

(C) Restoration for water main abandonment shall include excavation, backfilling, compaction and re-surfacing in accordance with COP Supplement 601.

(D) Pavement matching and surface replacement shall be incidental to water main abandonment.

650.2 WATER MAIN REMOVAL

(A) Removal of water main shall not commence prior to authorization from the Engineer.

(B) Water main removal shall include the complete removal of all existing water main, valves, hydrants, structures, and appurtenances within the reach as indicated on the plans. All valves and hydrants to be removed shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new main installation.

(C) Removal of water main shall include excavation, backfilling, compaction, disposal and salvage in accordance with COP Supplement 601.

(D) Pavement matching and surface replacement shall be measured and paid accordance with COP Supplement 336. Any other restoration shall be considered incidental.

650.3 MEASUREMENT

Measurement for abandonment of water main and laterals shall be by the linear foot of pipe abandoned, measured horizontally through valves and fittings. Hydrants, valves, fittings, vaults, services, and other appurtenances shall be considered incidental to water main abandonment.

Measurement for removal of water mains and laterals shall be by the linear foot of pipe removed, measured horizontally through valves and fittings. Hydrants, valves, fittings, vaults, services, and other appurtenances shall be considered incidental to water main abandonment.

650.4 PAYMENT

Payment for water main abandonment shall be at the applicable unit bid price and shall include all work and appurtenant fittings necessary for complete abandonment. Pavement matching and surface replacement shall be incidental to water main abandonment.

Payment for water main removal shall be at the applicable unit bid price and shall include all work and appurtenant fittings necessary for complete removal. Pavement matching and surface replacement shall be

measured and paid accordance with COP Supplement 336. Any other restoration shall be considered incidental.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 651: ABANDONMENT AND REMOVAL OF SANITARY SEWER

651.1 SANITARY SEWER ABANDONMENT

- (A) Abandonment of sanitary sewer shall not occur until all existing sanitary sewer services have been transferred to another main or lateral, and abandonment is approved by the Engineer.
- (B) Abandonment of sanitary sewer shall include gravity and/or force mains, manholes, vaults, wet wells, and other appurtenances within the reach noted on the plans to be abandoned.
- (C) Manhole frames, covers, vault access hatches, and clean-out frame and covers shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new sewer installation.
- (D) Restoration for sanitary sewer abandonment shall include all excavation, backfilling, compaction, and resurfacing in accordance with COP Supplement 601.

651.1.1 Sanitary Sewer Mains

- (A) Abandonment of sanitary sewer mains shall include all gravity mains, laterals, and force mains, and shall be accomplished by pipe bursting or grout filling as indicated on the plans.

- (1) Pipe bursting shall be performed using industry standard methods and equipment.

A pipe bursting plan including equipment used, means and methods shall be submitted and approved in accordance with Section 105.2 of these specifications prior to beginning bursting operations.

Valves shall be removed and disposed of prior to pipe bursting, and shall become property of the Contractor. All valves shall be properly disposed of in accordance with these specifications.

- (2) Grouting shall be accomplished following industry standard methods, using a cement based grout to fill the void of the existing sanitary sewer main. The grouting material must have a minimum compressive strength of 100 psi and shall have flow characteristics appropriate for filling a sanitary sewer.

Injection of the grout material shall be done with sufficient pressure and injection locations to fill the existing sanitary sewer line. The method shall adequately provide for the removal and legal disposal of existing sewage in the lines and any pipe materials removed, and release of air from the system to facilitate proper abandonment.

A grouting plan including equipment used injection locations, grout mix design, and means and methods shall be submitted and approved in accordance with Section 105.2 prior to beginning grouting operations.

651.1.2 Manholes, Vaults and Wet Wells

- (A) Abandonment of manholes, vaults, wet wells and other structural appurtenances shall include the complete removal of each structure within the reach to be abandoned as indicated on the plans.
- (B) All items removed and not salvaged shall become property of the Contractor and properly disposed of in accordance with these specifications.
- (C) Backfilling after removal shall be in accordance with COP Supplement 601.
- (D) Pavement matching and surface replacement shall be incidental to sewer abandonment.

651.2 SANITARY SEWER REMOVAL

- (A) Removal of sanitary sewer shall not commence prior to authorization from the Engineer.
- (B) Removal of sanitary sewer shall include the complete removal of gravity and/or force mains, manholes, vaults, wet wells, and other appurtenances within the reach noted on the plans to be removed.

Existing sanitary sewer that is removed coincident with the installation of new sanitary sewer shall be considered incidental to the installation and shall not be measured or paid for under this section.

- (C) Manhole frames, covers, vault access hatches, and clean-out frame and covers shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new sewer installation.

- (D) Removal of sewer main, laterals, or force main that tie into an existing manhole that is to remain in service shall include complete removal of the penetrating pipe and grouting the hole with lean, non-shrink grout. A water stop shall be used to ensure the integrity of the manhole.

The water stop proposed shall be submitted for review and approval prior to removal activities in accordance with Section 105.2 of these specifications.

- (E) Removal of sanitary sewer shall include excavation, backfilling and compaction in accordance with COP Supplement 601. Disposal, salvage, and bypass pumping shall be considered incidental to sewer removal.
- (F) Pavement matching and surface replacement shall be measured and paid in accordance with Section 336 of these specifications. Any other restoration shall be considered incidental.

651.3 MEASUREMENT

Measurement for abandonment of sewer main, laterals, and force main shall be by the linear foot of pipe abandoned, measured horizontally through manholes, vaults, valves, and fittings. Valves, fittings, services, cleanouts, and other appurtenances shall be considered incidental to sewer abandonment.

Abandonment of manholes and wet wells shall be the number of each abandoned. Vaults shall be considered incidental to sewer abandonment unless otherwise noted in the special provisions.

Measurement for removal of sewer main, laterals, and force main shall be by the linear foot of pipe abandoned, measured horizontally through manholes, vaults, valves, and fittings. Valves, fittings, services, cleanouts, and other appurtenances shall be considered incidental to sewer removal.

Measurement for manholes and wet wells shall be the number of each removed. Vaults shall be considered incidental to sewer abandonment unless otherwise noted in the special provisions.

651.4 PAYMENT

Payment for abandoning sewer mains, laterals, and force main shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be incidental to sewer abandonment.

Payment for abandoning manholes and wet wells shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be incidental to sewer abandonment.

Payment for removing sanitary sewer shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be measured and paid in accordance with Section 336 of these specifications. Any other restoration shall be considered incidental.

Payment for removing manholes and wet wells shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be measured and paid in accordance with Section 336. Any other restoration shall be considered incidental.

PART 700 – MATERIALS**SECTION 701: AGGREGATE****701.4 RECLAIMED CONCRETE MATERIAL (RCM)**

REMOVE in its entirety and REPLACE with the following:

Use of Reclaimed Concrete Material (RCM) is not allowed.

701.5 RECLAIMED ASPHALT PAVEMENT (RAP)

REMOVE in its entirety and REPLACE with the following:

Reclaimed asphalt pavement (RAP) shall not be allowed.

SECTION 703: RIPRAP**703.1 GENERAL**

REMOVE the second paragraph in its entirety and REPLACE with the following:

Aggregate shall be color-matched with adjacent landscape aggregate or as specified on the plans or in the special provisions, and approved by the Engineer. Payment for riprap shall include all work associated with providing color samples.

SECTION 710: ASPHALT CONCRETE

710.2.1 Asphalt Binder

REMOVE in its entirety and REPLACE with the following:

- (A) The approved asphalt binder shall be either Performance Grade (PG) 64-22, PG 70-22, PG 70-22TR, or PG70-22TR+ asphalt conforming to the requirements of AASHTO M 320-09 Performance-Graded Asphalt Binder. The binder grade shall be as specified in the contract documents or as directed by the Engineer.
- (B) The Engineer may review a request by the Contractor to change from the approved binder grade.

710.2.3 Reclaimed Asphalt Pavement (RAP):

REMOVE in its entirety and REPLACE with the following:

Reclaimed asphalt pavement (RAP) shall not be allowed.

710.3.1 General

REMOVE item (11) in its entirety.

710.3.2 Mix Design Criteria

ADD the following:

- (A) The intent of this supplement is to use only ½ inch or ¾ inch Marshall or Gyratory Mix Designs within the specification unless specifically called out in the project specifications.
- (B) The asphalt mix design shall be for high traffic volume, unless otherwise specified.

710.3.2.1 Marshall Mix Design

REMOVE item (5) in Table 710-3 Marshall Mix Design Criteria and REPLACE with the following:

- (5) Tensile Strength Ratio: % Min.

Minimum percent requirement is changed to 75. A tensile strength ratio of 75 percent may require more than 1 percent mineral admixture.

REMOVE item (7) in Table 710-3 Marshall Mix Design Criteria and REPLACE with the following:

- (7) Stability: pounds, Minimum

Minimum requirement is changed to 3500 for ½ inch mix and ¾ inch mix.

SECTION 725: PORTLAND CEMENT CONCRETE

725.1 GENERAL

ADD the following:

All Portland cement concrete placed under this contract shall be Class AA with a maximum water/cement ratio of 0.45.

ADD the following subsection to 725.1 General:

725.1.1 Adverse Weather Concreting

(A) Hot Weather Concreting: Hot weather is defined as any combination of high ambient temperature, low relative humidity, and wind velocity which would tend to impair the quality of fresh concrete. These effects become more pronounced as wind velocity increases. Since last minute improvisations are rarely successful, preplanning and coordination of all phases of the work are required to minimize these adverse effects.

(1) Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:

(a) Cool ingredients before mixing to maintain concrete temperature below 90 degrees F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is the Contractor's option.

(b) Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.

(c) Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

(2) As an absolute minimum, the Contractor shall ensure that the following measures are taken:

(a) An ample supply of water, hoses, and fog nozzles are available at the site.

(b) Spare vibrators are on hand in the ratio of 1 spare vibrator for each 3 in use.

(c) Pre-planning has been accomplished to ensure prompt placement, consolidation, finishing, and curing of the concrete.

(d) Concrete temperature on arrival should be approximately 60 degrees F and in any event shall not exceed 90 degrees F. The use of cold water and ice is recommended.

(e) The subgrade is moist, but free of standing water.

(f) Fog spray is utilized to cool the forms and steel. Under extreme conditions of high ambient temperature, exposure to the direct rays of the sun, low relative humidity, and wind, even strict adherence to these measures may not produce the quality desired and it may be necessary to restrict concrete placement to early morning only. If this decision is made, then particular attention must be directed to the curing process since the concrete will be exposed

to severe thermal stresses due to temperature variation; heat of hydration plus midday sun radiation versus nighttime cooling.

(B) Cold Weather Concreting: Comply with ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

- (1) When air temperature has fallen to or is expected to fall below 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F and not more than 80 degrees F at point of placement.
- (2) Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
- (3) Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

(C) Wet Weather Concreting: Placing of concrete shall be discontinued when the quantity of rainfall is such as to cause a flow or wash to the surface. Any concrete already placed and partially cured shall be covered to prevent dimpling. A construction joint will be installed prior to shut down.

(D) Replacement of Damaged or Defective Concrete: Upon written notice from the Engineer, all concrete which has been damaged or is defective, shall be replaced by the Contractor at no cost to the Contracting Agency.

(E) References

- (1) ACI-305 Hot Weather Concreting
- (2) ACI-306 Cold Weather Concreting
- (3) ACI-308 Recommended Practices for Curing Concrete

(F) No separate payment shall be made for adverse weather concreting. The work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay item.

725.5 ADMIXTURES AND ADDITIVES

REMOVE the third paragraph in its entirety and REPLACE with the following:

Air entraining admixtures incorporated into the approved concrete mix design shall meet the requirements of ASTM C260. All Portland cement concrete shall contain 6 percent, plus or minus 1 percent, entrained air of evenly dispersed air bubbles at the time of placement. The air-entraining agent shall contain no chlorides. The air-entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement. Air entrainment in the concrete shall be tested in accordance with AASHTO T 152. Air entrainment shall be tested at time of sampling in accordance with ASTM C143 and C231 respectively. The cost of this testing shall be the responsibility of the Contractor.

725.8.1 Field Sampling and Tests

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

The slump of Portland cement concrete shall be tested in accordance with the requirements of AASHTO T 119, ASTM C143 and ASTM C231 respectively. Concrete that does not meet the specification requirements as to slump shall not be used, but shall be removed from the job at no cost to the City. Slump tests shall be

taken in the field by a representative of the Contractor's Quality Control firm. The cost of this testing shall be the responsibility of the Contractor.

725.8.2 Concrete Cylinder Test:

ADD the following:

Concrete cylindrical specimens for compression tests shall be taken in the field by a representative of the Contractor's Quality Control firm in accordance with AASHTO T 141 and T 23. These samples will be tested for compressive strength in accordance to AASHTO T 22. Concrete samples will be taken in accordance with this section and MAG Specification 725.8.3, except as noted hereinafter. 1 set of not less than 4 cylinders per 50 cubic yards or ½ days pour shall be prepared and retained to verify compressive strength of the mixture. 1 cylinder shall be tested at 7 days and 2 at 28 days. The fourth cylinder shall be retained for up to 60 days. If the 28 day test does not meet the minimum strength requirement, cores shall be taken as provided herein and the cost of such will be the responsibility of the Contractor. Acceptance shall be based on minimum 28 day strength requirements. The cost of testing shall be the responsibility of the Contractor.

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
J. BANICKI CONSTRUCTION, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of _____, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and J. Banicki Construction, Inc., an Arizona corporation (the “Contractor”). The Town and Contractor are the only parties to this Agreement; they are each individually a “Party,” and together they are the “Parties.”

RECITALS

A. After a competitive procurement process, the City of Prescott, Arizona (“Prescott”), entered into Contract No. 2023-211, dated June 13, 2023 (the “Prescott Contract”), for the Contractor to provide job order contracting services for public works/horizontal construction projects. A copy of the Prescott Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such materials and services under the Prescott Contract, at its discretion and with the agreement of the awarded Contractor.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with construction materials and services, as more particularly set forth in Section 2 below on an as-needed basis (the “Materials and Services”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025, unless terminated as otherwise provided in this Agreement or the Prescott Contract (the “Term”). The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for job order contracting on public works/horizontal construction projects under the terms and conditions of the Prescott Contract and this Agreement. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases

of such Materials and Services will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the Parties in a written invoice, quote, work order, job order, or other form of written agreement describing the work to be completed (each, a “Job Order”). Each Job Order shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Job Orders submitted without referencing this Agreement and the Prescott Contract will be subject to rejection. The Contractor acknowledges and agrees that Job Orders containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the “Unauthorized Conditions”), other than Town’s project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any Job Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Prescott Contract shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement or the Prescott Contract will be held at the Contractor’s risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel Job Orders within a reasonable period of time after issuance. Should a Job Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Job Order. The Town will not reimburse the Contractor for any costs incurred after receipt of the Town’s notice of cancellation, or for lost profits, shipment of product prior to issuance of a Job Order, or anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay the Contractor for the Materials and Services in the amounts set forth in each Job Order. The total compensation for the Materials and Services purchased under this Agreement shall not exceed \$500,000 for the entire Term of this Agreement.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Prescott Contract will be subject to rejection and may be returned.

5. Safety Plan. The Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Contractor’s sole determination, the Services to be provided do not require a safety plan, the Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, the Contractor’s and its subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Contractor’s and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments, or claims based on the Contractor’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Contractor pursuant to this Agreement. The Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the Contractor or its subcontractors reasonable advance notice of intended audits. The Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor’s or its subcontractor’s failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. To the extent applicable under ARIZ. REV. STAT. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a “boycott” of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

9. Conflict of Interest. The Town may cancel this Agreement pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, and any Town-approved Job Orders, the Prescott Contract, and invoices, the documents shall govern in that order.

13. Rights and Privileges. To the extent provided under the Prescott Contract, the Town shall be afforded all of the rights and privileges afforded to Prescott and shall be the "City" (as defined in the Prescott Contract) for the purposes of this Agreement.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Prescott to the extent provided under the Prescott Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town	Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323 Attn: Town Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to the Contractor:	J. Banicki Construction, Inc. 2852 North Navajo Drive, Suite B Prescott Valley, Arizona 86314 mabraham@banicki.com Attn: Mike Abraham

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

“Contractor”

J. BANICKI CONSTRUCTION, INC.,
an Arizona corporation

Jack W. Miller, Mayor

Mike Abraham, President

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
J. BANICKI CONSTRUCTION, INC.

[Prescott Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
J. BANICKI CONSTRUCTION, INC.

[Job Orders]

See following pages (to be attached subsequent to execution).



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

6. f.

Meeting Date: 09/26/2023
Contact Person: Bethany McCaffrey, Management Analyst
Department: Public Works
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve a Cooperative Purchasing Agreement with Combs Construction Company, Inc., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

RECOMMENDED ACTION:

Approve the Cooperative Purchasing Agreement with Combs Construction Company, Inc., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

SITUATION AND ANALYSIS:

This is an indefinite quantity and indefinite delivery Agreement for job order contracting on public works/horizontal construction projects under the terms and conditions of the Prescott Contract and this Agreement. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with construction materials and services.

Other Pertinent Documents Available Upon Request:

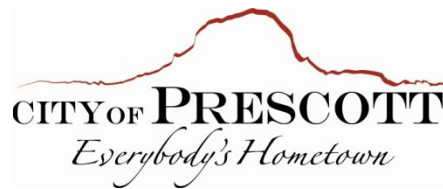
This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025, unless terminated as otherwise provided in this Agreement or the Prescott Contract (the "Term"). The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 21-78-5408
Available:
Funding Source:

Attachments

JOC Combs Construction
CPA Combs Construction



Construction Contract

Job Order Contracting for Public Works / Horizontal Construction Projects

Contract No. 2023-209

THIS AGREEMENT made and entered into this 13th day of June 2023, by and between Combs Construction Company, Inc. of the city of Phoenix, county of Maricopa, state of Arizona, hereinafter designated "Contractor", and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "City".

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds to be provided once a Job Order Amendment is presented, hereby agrees, for him/herself, his/her heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Job Order Contracting and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Request for Statement of Qualifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, and Addenda, as accepted by the Mayor and Council per Council Minutes of June 13, 2023, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The contract will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1. The value of these contracts will vary based on projected City needs, and available budget. The award of a contract is not a guarantee of work. There is no specific list of projects currently. The Contractor hereby agrees start and to fully complete within the time frame as given on the written notice to proceed for each project assigned.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Request for State of Qualifications, MAG Specifications and Details, City Supplement to MAG, and Special Provisions. The maximum cost per Job Order can be up to \$1,000,000.00 and the

maximum amount per fiscal year per contractor is \$3,000,000.00. Each Job will be awarded and a Job Order Amendment for each job will be sent out to get all the required documents. On each approved Job Order if the Contractor claims that any instructions involve additional/extra cost, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services / work. No such claim shall be valid unless so made. The Contractor shall do such additional/extra services/work upon receipt of an accepted Contract Amendment or other written order of the Director. In the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments shall be approved by the Director or any Contract Amendments over \$50,000 must also be approved by City Council.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's

compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum per MAG per project awarded with the amendment, per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum per MAG per project awarded with the amendment per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees, or any of the Contractor's subcontractors. In the event the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XII - BONDS:

- A. On or before the execution of the Job Order Amendment, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications, and conditions herein. Such bond shall be solely for the protection of the City. A copy of this bond shall be filed with the Prescott City Clerk.
- B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of

claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.

- C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an “A” rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XIII – SUBCONTRACTORS:

- A. During performance of this Agreement, the Contractor may engage such additional subcontractors as may be required for the timely completion of the construction. The addition of any Subcontractors shall be subject to prior written approval by the City. In the event of sub-contracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the Contractor.
- B. The Contract Amount includes payment for any and all Services to be rendered by the Contractor or Subcontractors which the Contractor may employ for this Agreement. It is expressly agreed by and between the parties that the Contractor is solely responsible for all payment to such any other Contractors or Subcontractors retained by the Contractor. The Contractor agrees to indemnify and save harmless the City of Prescott 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 to pay for all labor performance and materials furnished for the performance of said project when completed.

ARTICLE XIV – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City’s option, be the basis for terminating the Contract.

ARTICLE XV – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XVI - MISCELLANEOUS:**A. Cooperative Use of Contract**

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

B. All pay applications need to have these items contract number, pay application number, dates of service and date submitted. They need to be submitted to the project manager for review. Once they review and sign off, they will submit to our accounts payable department for payment processing.**C. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.****D. Final Payment Acknowledgement to be signed by the contractor and sent in with the final pay application. This is to further certify that the project is completed to acceptable standards as defined in the plans and specifications per the Project Contract Agreement. Any changes to the plans have been noted on the Construction As-built Mylar Drawings certified by the Engineer of Record. The revised As-built Drawings have been delivered and approved by the Public Works department. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott.****E. Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties is to be signed and returned at the end of the two-year warranty period that is determined per the warranty letter sent out when the project has been completed.****F. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), A.R.S. §34-301, §34-302 & §34-321 or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.****G. In the event of default, neither party shall be liable for incidental, special, or consequential damages.****H. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:**

Public Works Director
City of Prescott
433 N. Virginia Street
Prescott, Arizona 86301

Combs Construction Company, Inc.
1903 W Parkside Lane, Suite 100
Phoenix AZ 85027
msullivan@combsaz.com

- I. This Agreement shall be construed under the laws of the State of Arizona.
- J. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- K. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- L. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- M. Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.
- N. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".
- O. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- P. Compliance with Federal and State Laws: All Services performed by the Contractor shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances, including, without limitations, those set forth on the attached Exhibit C, if applicable. The Contractor, at the Contractor's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. The Contractor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.
- Q. Nondiscrimination and Equal Employment Opportunity: The Contractor and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and

Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Contractor and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Contractor agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.

R. Employees on Public Works Construction Projects: E-Verify Requirements:

1. The Contractor shall comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, “Residence Requirements for Employees”, as amended.
2. Under the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its 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 referred to as “Contractor Immigration Warranty”). The Contractor further understands and acknowledges that:
 - a. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - b. The City retains the legal right to inspect the papers of any Contractor or Subcontractors’ employee to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any such inspections.
 - c. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the Subcontractors to ensure compliance with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.
 - d. Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with 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(A).
 - e. The provisions of this Article shall be included in any contract the Contractor enters with any and all of its Subcontractors who provide Services under this Agreement. “Services” are defined as furnishing labor, time, or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.

S. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott”, as that term is defined in A.R.S. § 35-393, of Israel.

- T. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 3. Any Contractor / subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

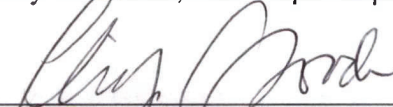
- U. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ATTEST:



Combs Construction Company, Inc.
(Authorized Signature)

City of Prescott, a municipal corporation:



Philip R. Goode, Mayor

By: Michael Sullivan
(Printed Name)

Title: Vice President

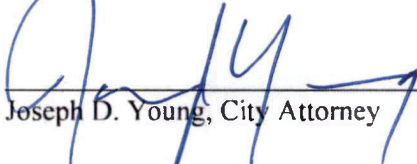
Email: MSullivan@combsaz.com

ATTEST:



Sarah M. Siep, City Clerk

APPROVED AS TO FORM:



Joseph D. Young, City Attorney

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under 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 this Contract 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. Contractor is free to purchase such additional insurance as may be determined necessary.

ADDITIONAL INSURANCE REQUIREMENTS:

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott 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.

Additional Insured:

**City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND fandboperations@prescott-az.gov. The City contract number and project name/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. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

NOTICE OF CANCELLATION:

With the exception of a ten (10) day notice of cancellation for non-payment of premium, and changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

VERIFICATION OF COVERAGE:

Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required 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 this Contract and remain in effect for the duration of the project and warranty period as set forth in the warranty letter. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

MAG Specifications, Sections 103.1 through 103.8, including: Unless otherwise specifically required by the Special Conditions, the minimum limits of public liability and property damage liability shall be as follows:

1. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form –

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

• General Aggregate	\$ 3,000,000
• Products – Completed Operations Aggregate	\$ 3,000,000
• Personal and Advertising Injury	\$ 1,000,000
• Each Occurrence	\$ 1,000,000
• Fire Legal Liability (Damage to Rented Premises) (if applicable)	\$ 100,000

The policy shall be endorsed to include the following additional insured language:

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 1,000,000
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The policy shall be endorsed to include the following additional insured language:

“The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

Worker’s Compensation and Employer’s Liability

Workers’ Compensation

Statutory

Employer’s 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 City of Prescott for losses arising from work performed by or on behalf of the Contractor.

Professional Liability (Errors and Omissions Liability) – *if applicable*

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

1. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.
2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

Such policy shall not exclude coverage for the following:

1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
3. Injury to or destruction of any property arising out of blasting or explosion.
4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Contractor's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).

The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE

HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS AND CERTIFICATION OF COMPLETION OF WARRANTIES

Project: _____

To the City of Prescott, Arizona:

1. This affidavit 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.

2. The Undersigned, for the consideration of \$ _____
(Total project price)

as set out in the final pay application, 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 Prescott 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 project.

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

(Authorized Signature)

By: _____

Title: _____

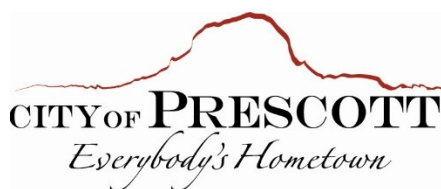
State of _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me by _____

this _____ day of _____, 20____.

Notary Public

Commission Expires



Government Funding Provisions

The Contractor and its Subcontractor shall comply with the following grant provisions, if applicable.

Applicable Laws

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

Federal Legislation

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42
- d. U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- g. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Coastal Zone Management Act, P.L. 93-205, as amended.
- j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- k. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- m. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- n. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq. 3-04-0015-045-2020
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands

- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 3-04-0015-045-2020
- i. 29 CFR Part 5 - Labor standards provision applicable to contracts covering Federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- j. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- k. 49 CFR Part 20 - New restrictions on lobbying.
- l. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- n. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- q. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- r. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.
- s. § 200.323 Procurement of recovered materials.
- t. 31 USC Ch. 38: Administrative Remedies for False Claims and Statements

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American

Unless otherwise approved in advance by the Federal Government (FAA, FEMA, or any other agency), the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

Ban on Texting While Driving

- a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - ii) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

Foreign Market Restrictions

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Non-Discrimination

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

- a) The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- b) Affirmative steps shall include:
 - i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Clean Air Act

Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps, or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Construction Contracts in excess of \$2,000 awarded by non-Federal entities.

Davis-Bacon Act, as amended ([40 U.S.C. 3141](#)–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141](#)–3144, and 3146–3148) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Employment of Mechanics and Laborers contracts in excess of \$100,000.00

Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701](#)–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



JOB ORDER CONTRACTING FOR PUBLIC WORKS / HORIZONTAL CONSTRUCTION PROJECTS

March 9, 2023



Submitted by
Combs Construction Company, Inc.



combsaz.com

1 | COVER LETTER

March 9, 2023

City Clerk, City of Prescott
201 S. Cortez Street
Prescott, Arizona 86303

Re: City of Prescott | Job Order Contracting for Public Works / Horizontal Construction Projects

Dear Members of the Selection Committee:

On behalf of Combs Construction Company, Inc. (Combs), thank you for the opportunity and honor to submit our Statement of Qualifications (SOQ) for the City of Prescott (City) Job Order Contracting (JOC) for Public Works/Horizontal Construction Projects. Combs looks forward to further building our partnership with the City on this vital contract. Throughout our SOQ, we have showcased similar projects and case studies to highlight our ability to deliver timely, high-quality, and budget-conscious projects. Combs is an ideal fit for this contract for the following reasons:

A Local Leader in Civil Construction. Combs has been a general contractor in Arizona since 1993, specializing in heavy highway construction/paving and general construction of streets and highways. We are capable of performing all the scope of work for this contract described in the RFQ through self-perform or subcontract. All work will be performed by personnel out of our office that is located at 1903 W. Parkside Lane, Suite #100, Phoenix, Arizona 85027.

Combs' commitment to craftsmanship, cost savings, and understanding of owner expectations are characteristics of our company culture. These goals cannot be achieved without teamwork and dedication to the project owner, subcontractors, and stakeholders. Combs' reputation is the ultimate testament to examining the consistently excellent municipal and government projects built and high rate of repeat business we have with our clients.

Familiarity and Experience in the Prescott area. Combs has extensive experience working within the City and surrounding area. Recent notable projects completed by Combs include Prescott Airport West Ramp Overlay, Sedona Airport Apron "D" Reconstruction, Kirkland-Hillside Road Improvements, SR-69 and Spring Lane Intersection Improvements, Rodeo Drive Improvements, and Flagstaff Airport Parking Lot Rehabilitation. Our experience on these projects includes roadway reconstruction, concrete flatwork, utility installation and relocations, asphalt paving, Hot In-Place Recycling, cattle guard replacements,

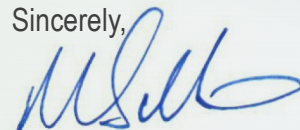
traffic signal installation and relocations, guardrail installation and replacement, sign installation and replacements, striping and pavement markings, and fence installation and replacements, to name a few. Combs has the expertise to complete any job order for the City efficiently and successfully.

A Reliable and Trusted Partner. Combs is committed to providing open and honest communication throughout the contract with the community, including the City, businesses, residents, and stakeholders. For each project, we will develop a plan during preconstruction to ensure all needs are met and there are no surprises during construction. As a leading asphalt paving contractor in Arizona, we pride ourselves on being a reliable and trusted partner for the City, which we have illustrated throughout this SOQ.

Team Experience. Combs offers alternative delivery experience, providing design phase services on similar projects across the Valley. Our familiarity with municipal civil construction will be beneficial to the City in permitting, material procurement, cost assembly, constructability review, third-party coordination, public outreach, and scheduling. We also have a keen understanding of market conditions and can help mitigate escalation costs. Furthermore, Combs fully understands the nuances of working within the busy City of Prescott and surrounding community right-of-ways.

I appreciate your time and consideration. If you have any questions, please contact me at (623) 308-7368 or msullivan@combsaz.com.

Sincerely,



Michael Sullivan
Vice President / Project Manager / Quality Control (QC) Manager
(623) 308-7368
msullivan@combsaz.com



1903 W. Parkside Ln., Suite 100
Phoenix, AZ 85027
Phone 602-237-4029
Fax 602-237-4182
combsaz.com

Name(s) of Principals:
Jim Combs - CEO
Ryan Combs - President
Michael Sullivan - Vice President
Mike Steg - Vice President
Ozzy Ranjbar - Secretary/Treasurer

► A | GENERAL INFORMATION

Brief overview of the Contractor and legal organization of the company

Combs Construction Company, Inc. (Combs) is a privately-owned Corporation and an industry-leading civil contractor that has been serving Arizona for 30 years. Our extensive experience on roadway improvement and preservation projects has built Combs into the leader it is today. We pride ourselves on quality, safety, and honesty. Understanding the importance of mitigating impacts on the community, especially for our municipal owners, is why we integrate our traffic control and phasing into our work plans. Combs is committed to lessening impacts on all users as we build the best product possible. No matter the challenges or complexities, we believe if it can be imagined, it can be constructed.

Combs' success is primarily attributed to its people. A dedicated team commits itself to every project, following a communicative and transparent chain of command from the home office to the field.

Statement of meeting insurance requirements.

Combs meets the insurance requirements presented in the RFQ.

Arizona professional licenses.

Combs operates under a Contractor's Class A License #100380 in Arizona and is individually held by our founder, James L. Combs.

Principal office location and local office's work role.

Combs' principal office is located at 1903 W. Parkside Lane, Suite #100, Phoenix, Arizona 85027. All work will be performed from personnel out of this office.

► PROJECTS COMBS HAS COMPLETED WITHIN THE LAST FIVE YEARS HAVE INCLUDED:

54	324,000
Roadway Improvements	Tons of Asphalt Placed
34	43,442
Intersection Improvements	LF of Waterlines Installed
374	972,960
Street Lights Installed	SY of Asphalt Removed

► JOC TASK ORDERS COMPLETED IN THE LAST YEAR: **15**

► COMBS' METHODOLOGIES TO MEET CLIENT EXPECTATIONS

Combs instills the following methodologies to meet the expectations of our clients to deliver successful projects:

Culture. Our goal is to be the best, embrace risk in the quest for being better, and accept temporary setbacks as an inevitable part of the process, learning from every experience.

Perspective. We keep a watchful eye on changes occurring within the industry, keeping our clients up-to-date, and respond accordingly.

Team. The Combs organization assembles teams with diverse experiences and viewpoints.

Action. We act and make informed decisions timely.

Leadership. Our leadership team plays a vital role in all of our projects.

Follow-Through. Combs has the readiness to follow-through and turn ideas into successful innovative solutions for our clients.



Crews working to complete Salt River Project (SRP) Irrigation Improvements at Avondale Blvd and Lower Buckeye Road, February 2023

B | EXPERIENCE AND QUALIFICATIONS OF THE CONTRACTOR AND KEY PERSONNEL

Demonstrate understanding of purpose/scope.

One of our most important jobs as your JOC Contractor is to provide timely information throughout the preconstruction phase so the whole team fully understands cost impacts and can make the best value decisions for the project.

For job orders that have some level of plans:

We build our cost model based on the initial design information, starting with extensive take-offs to verify the quantities. Our team supports the development of the estimate by participating in project reviews and providing critical input on constructability and methods. We incorporate the results of their technical expertise into the estimate, focusing on the greatest possible value for the owner.

For job orders that do not have plans:

Combs provides the owner with design assistance. Our project management and preconstruction team members meet with the owner to discuss programming, walk the project site, review potential scope, and determine the basic construction time line and any work restrictions. From there, a basic plan for the discussed scope will be drafted, with a written narrative of the scope and cost proposal for the City's review and approval.

JOC contingencies and method of cost control:

Contingencies: We establish contingencies to protect the owner's desired scope and budget, where necessary. Combs utilizes JOC contingencies to address areas of the scope that are undefined and unknowable at the time of pricing ("unknown unknowns").

During preconstruction, our team identifies and discusses these areas with the owner, explaining potential outcomes, and proposing an appropriate dollar value for each contingency based on its potential financial impact. We incorporate the approved figures into the price proposal.

Upon notification of a new job order, the Combs team will:

- ✓ Familiarize ourselves with the project scope and location. Our project management, preconstruction, and construction team members will perform a site visit to understand any potential issues that could impact the work.
- ✓ Meet with the owner to discuss programming, review potential scope, and determine the basic construction time line and any work restrictions.
- ✓ Review any available plans for accuracy and completeness and verify quantities.
- ✓ Perform complete quantity take-offs for each project using AGTEK, Bluebeam Revu, and On-Screen Takeoff (OST) software.
- ✓ Import verified quantities into Hard Dollar Project Cost Management software to prepare the estimate, detailing each activity.
- ✓ Generate a Request for Quotation (RFQ) within Hard Dollar for any subcontracting opportunities, including project information, quantities, scope of work, quote due date, links to any available plans or supporting documents located on our FTP site, and contact information.
- ✓ Electronically distribute the RFQs to all interested subcontractors who have been pre-qualified for the work.
- ✓ Once subcontracted items have been reviewed and approved by the City, hold an internal review meeting with our JOC team to discuss any assumptions, planned productions, and any potential unforeseen conditions that could impact the budget.
- ✓ Finalize the cost estimate and Master CPM Schedule and submit to the City for review in the preferred price proposal format.

Combs' decades of experience in this JOC program's major scope and northern Arizona construction and our unparalleled portfolio of street improvement projects gives us the knowledge to accurately predict many "unknowns." Our extensive historical cost database helps us assign realistic values to these items, preventing budget overruns.

Although we reserve the contingency amounts to address specific construction issues that may arise, unused amounts will be returned to the owner.

Cost Control: In addition to establishing any contingency amounts, our proactive approach helps reveal the implications of unknown areas as soon as possible. Combs prioritizes any activities with associated contingencies so that we can identify and mitigate the extent of any undefined costs early on.

Once the price proposal is accepted, Combs is responsible for the budget. Serving as your fiduciary, we maintain cost control by rigorously monitoring

all project costs (labor, equipment, and materials) for our own forces as well as for subcontractors. At the end of each shift, we review all production and associated costs and provide the owner's representative with an itemized daily breakdown of all costs.

Comparing the daily cost breakdown with our Master CPM Schedule allows the team to see clearly if cost output aligns with expected production.

Establishing General Conditions: Combs includes the cost of job order management, administration, estimating, office expenses, construction water and permits within our general conditions. We identify this expense in the price proposal as a customized cost for each job order.

We negotiate this cost with the owner according to each job order's specific requirements and prepare an itemized estimate for the owner's review.

Process and techniques for execution of JOC projects.

Combs has developed its JOC process around individualizing each job order. With every job order we undertake, we follow our proven and established process (*Figure 1 below*), where key components involve a thoroughly planned site walk to confirm the scope of work and identify concerns and potential risks early. Our process involves providing the highest level of communication and responsiveness throughout the project and ensuring that cost and schedule are all-inclusive. Another key aspect is collaborating with our clients to provide value engineering services, analyzing alternatives where ideal, and ensuring we meet both their short and long-term goals on the project. This 100% commitment by Combs has earned us a solid reputation for delivering quality projects on time and within budget.

We develop the most effective plan for each job order by utilizing a discovery process that considers stakeholder needs, long-lead items, any major or special events planned in close proximity, and current traffic patterns in the project areas. This discovery process helps us issue accurate cost estimates and schedules for each job order.

Figure 1:
Combs' JOC
Process



We utilize the Smartsheet Excel-based program, which allows us to provide daily information to all stakeholders at the click of a button. This unique tool is essential for efficient communication between Combs and the Owner to communicate daily quantities, schedule updates, requests for information, and submittal statuses in real-time.

All of our project management software programs are integrated to work together, creating a seamless job order process with built-in checkpoints to eliminate errors and protect project budgets.

PROJECT ESTIMATING. Combs fully integrates our cost estimating efforts into the design development and construction planning process.

- ◆ **Quantity Take-Off.** Combs' multiple modeling and estimating programs:
 - AGTEK • Bluebeam • On-Screen Takeoff (OST)

- ◆ **Estimates.** We import take-off information into Hard Dollar Project Cost Management software.
- ◆ **Requests for Subcontractor Pricing.**
 - Generate Subcontractor RFQs in Hard Dollar.
 - Post project information on our FTP site.

PLANNING AND SCHEDULING. Combs utilizes Microsoft Project (CPM schedules) and cloud-based Smartsheet platform (three-week look-ahead schedules) to plan, schedule, and monitor projects.

- ◆ **Master CPM Schedule.** Developed with the Owner's project team, design team, key subcontractors, and construction personnel.
- ◆ **Three-Week Look-Ahead Schedules.** Activity-focused planning, updated weekly.

Combs imports estimating productions into scheduling software and Smartsheet project

management platform to ensure construction plans align with the project scope, budget, and schedule.

MANAGING CONSTRUCTION. We update project information within our Microsoft Project, Hard Dollar, and Smartsheet systems throughout construction.

- ◆ **Weekly Project Team Meetings.** Town, Engineer, key stakeholders, project management, and field supervision staff.
 - Maintain communication and momentum.
 - Led by our JOC project manager.
- ◆ **Daily Progress and Quantity Tracking.**
 - Superintendent maintains electronic daily diaries to document all project components.
 - Confirm daily quantity records with the Owner at the end of every shift.

Specific technical capabilities, qualifications, and years of prior experience.

Combs has been performing horizontal construction since 1993 (30 years), including new construction, pavement preservation, and maintenance of the following:

- ◆ Highways, roads, streets
- ◆ Bridge repair
- ◆ Parking lots
- ◆ Sewer and waterlines
- ◆ Airport runways, taxiways, and aprons
- ◆ Drainage and irrigation
- ◆ Drainage and canals

We perform the following **preconstruction services**:

- ◆ Scope review / program evaluation
- ◆ Permit and ROW coordination
- ◆ Site investigation
- ◆ Technical approach options and analysis
- ◆ Stakeholder coordination
- ◆ Phasing and scheduling options
- ◆ Quantity verification
- ◆ CPM schedule creation
- ◆ Construction document review
- ◆ GMP proposal preparation
- ◆ Conceptual estimating
- ◆ Utility coordination
- ◆ Construction estimating
- ◆ Subcontractor selection
- ◆ Value engineering
- ◆ Long-lead procurement
- ◆ Constructability reviews

Combs can **self-perform** most major scopes for this program, including various types of asphalt and concrete pavements and other improvements within the public right-of-way, such as:

- ◆ Roadway and streets construction/repairs
- ADA-compliant sidewalks, ramps, and driveways
- ◆ Parking area construction/repairs
- Multi-use paths
- ◆ Park/recreation area improvements
- ◆ Concrete structures
- Headwalls
- Catch Basins
- ◆ Shoulders
- Retaining Walls
- ◆ Trails
- ◆ Drainage features
- Rip rap
- Storm drain pipe
- ◆ Asphalt concrete pavements
- ◆ Demolition and removals
- Streets
- Mass grading
- Parking lots
- Fine grading
- Trench patches
- Utility adjustment
- Speed tables
- ◆ Concrete pavements (flat work)
- Curb and gutter

SUBCONTRACTOR SELECTION

Combs will subcontract other scopes of work as needed. We understand that subcontractors and suppliers play a critical role in delivering a successful project. We work diligently to make sure we engage with our subcontractors and suppliers in planning, scheduling, and executing the work, selecting on qualifications and prices utilizing the subcontractor selection steps below.

1 Prepare for Solicitation

- ◆ Use knowledge of local market and project to develop bid packages
- ◆ Prepare comprehensive bid packages with project drawings, specifications, detailed scope descriptions, and pertinent information to ensure completeness of bids and no scope gaps
- ◆ Develop a pre-qualification packet and accompanying scoring criteria which include safety statistics, schedule performance, financial stability, backlog, claims history, and experience

2 Advertise and Inform

- ◆ Advertise subcontracting and supplier opportunities in local trade publications
- ◆ Engage our local subcontractor database
- ◆ Send written invitations to SBC, SBE, and DBE firms in the Arizona Unified Transportation Registration and Certification system and our internal database
- ◆ Host pre-bid meetings to further describe the project's scopes, schedule, and goals, Prescott's requirements, and insurance and bonding requirements
- ◆ Schedule one-on-one follow-ups with subs requiring additional information

3 Review and Select

- ◆ Ensure a minimum of three bids are received for each bid package
- ◆ Review solicitations following established scoring criteria
- ◆ Conduct interviews with the City, if necessary
- ◆ Review suggested selected bidders with Prescott
- ◆ Notify bidders of intent to award

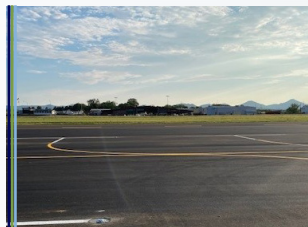
4 Success During Construction

- ◆ The Superintendent will monitor each sub's progress and provide support
- ◆ Facilitate safety training for subcontractor crews
- ◆ Include subcontractors in planning and daily update meetings
- ◆ Consistently communicate expectations, successes, and updates to subs
- ◆ Monitor progress and update schedule

With over 30 years of success in civil construction, Combs has established itself as a reliable, trusted job order contractor capable of fulfilling the requirements of municipal JOCs, such as being responsive, efficient, and nimble. Our partnering approach ensures the City will receive continuous communication throughout the process, proven tools and procedures to complete the work safely on time and within budget, and a finished product that is durable and high quality. We understand the importance of mitigating impact on the community through our extensive efforts in safety, traffic control measures, and public outreach. The following is a listing of Combs' recent job order contract experience and tie to the project experience showcased.

- A. City of Flagstaff JOC Professional Services Horizontal Construction | \$5 Million Annually | May 2021 - May 2024
 - B. Cooperative Purchasing Agreement Between City of Glendale and Combs Construction Company, Inc. | \$5 Million Annually | June 2022 - May 2024
 - C. Cooperative Purchasing Agreement Between City of Avondale and Combs Construction Company, Inc. | \$5 Million Annually | May 2021 - May 2024
 - D. Cooperative Purchasing Agreement Between City of Goodyear and Combs Construction Company, Inc. | \$5 Million Annually | November 2021 - May 2024
 - E. Cooperative Purchasing Agreement Between City of Prescott and Combs Construction Company, Inc. | \$5 Million Annually | July 2021 - May 2024
 - F. City of Peoria JOC Professional Services Citywide Civil/Sitework | \$3 Million Annually | February 2022 - February 2023
 - G. City of Glendale Pavement Contracting Services JOC | \$5 Million Annually | January 2023 - January 2024
- B, C, D, and E are cooperative purchasing agreements from A. City Flagstaff JOC contract.*

Description of at least three (3) but no more than five (5) municipal projects in which the Contractor participated as the primary Contractor.



1 | PRESCOTT AIRPORT WEST RAMP OVERLAY

City of Prescott | 50% Self-Performed

COMPLETED UNDER CONTRACT A/E

Description. This JOC project included removing existing asphalt, grading, paving, striping, and tie-down anchor removal and replacement and shoulder build-up at the Prescott Regional Airport West Ramp and Taxiway F.

Subcontractors and Suppliers. A-Core - drilling/coring / Bryco - milling / Paveco, Inc. - paving and crack sealing / Premier Remediation - soil stabilization / Spear Construction - tie-down anchor installation / Vulcan - MAG 1/2 PG 64-22 asphalt

Role. Prime

Original / Final Cost.

\$283K / \$267K

Construction Dates.

08/2021 - 08/2021

Owner Reference. Steve Guizzo, City of Prescott, (928) 777-1130



2 | SAT SITE BASIN 1-4 CLEANING & MAINTENANCE

City of Goodyear | 72% Self-Performed

COMPLETED UNDER CONTRACT A/D

Description. This JOC project consists of clearing, grubbing and vegetation removal at Basins 1 and 4 along with monthly maintenance, including pre-emergent application to keep areas clear of unwanted vegetation. Combs is currently performing the clearing and maintenance of the areas and is expected to continue self-performing much of the work through June 2023.

Subcontractors and Suppliers. Accent Tree - vegetation removal / Otto - hauling and disposal / Premier Remediation - pre-emergent application

Role. Prime

Cost to Date. \$40,620 (PO \$74,311)

Construction Dates.

01/2023 - Ongoing

Owner Reference. Chad Larsen, City of Goodyear, (623) 980-0719



3 | GLENDALE AIRPORT TERMINAL PARKING LOT

City of Glendale | 76% Self-Performed

COMPLETED UNDER CONTRACT B

Description. This JOC project included updating ADA access with current design standards, removing existing asphalt, grading, paving, and striping the Glendale Airport Terminal and Glendale Aero Services parking lots. Combs corrected previous drainage issues within the parking lot by as-building the existing surface and making the necessary adjustments during finish grading operations.

Subcontractors and Suppliers. Accent Tree - tree trimming / Falcon - striping / Metro Survey - surveying and staking / Otto - trucking and supplying ABC / Paveco - paving / Phoenix Fence - gate loops / Saturn - concrete / WSP - milling / ATC - quality control / SW Asphalt - supplying asphalt

Role. Prime
Original / Final Cost.
\$484K / \$480K

Construction Dates.
07/2022 - 08/2022

Owner Reference. Dan Gerhard, City of Glendale, (602) 828-2480



4 | FLAGSTAFF PARKING LOT REHABILITATION

City of Flagstaff | 69% Self-Performed

COMPLETED UNDER CONTRACT A

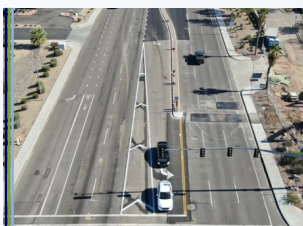
Description. This JOC project consists of removing and replacing the existing asphalt at the Wiseman Aviation parking lot in two phases while maintaining parking and operations. Striping and sign upgrades were also performed in various locations around the Flagstaff Pulliam Airport. The second portion of this project consisted of installing a new rail fence with russification around the perimeter of the Pulliam Airport Terminal parking lot.

Subcontractors and Suppliers. Accurate Concrete - fencing / Falcon - striping / Metro Survey - surveying and staking / Paveco - paving / Quail - traffic control / Ninyo & Moore - quality control / Vulcan - supplying asphalt / Cemex - supplying ABC

Role. Prime
Original / Final Cost.
\$648K / \$599K

Construction Dates.
08/2022 - 09/2022

Owner Reference. Brian Gall, City of Flagstaff, (928) 213-2934



5 | POSITIVE LEFT TURN LANE OFFSET - 75TH AVENUE / THUNDERBIRD ROAD

City of Peoria | 54% Self-Performed

COMPLETED UNDER CONTRACT F

Description. This JOC project consisted of pulling back concrete medians in all four directions to allow for positive offset of the left turn lanes. Additional work included brick paver restoration, new concrete curb and gutter, paving, signage, and striping.

Subcontractors and Suppliers. Bob's - traffic control / C D Development - brick paver installation / Franklin - striping / Metro Engineering - surveying and staking / Ninyo & Moore - quality control / Paveco - paving / UUCON - concrete work / Falcon - signs and posts / Milling Services - sweeping / Otto - ABC / SW Asphalt - COP

Role. Prime
Original / Final Cost.
\$563K / \$411K

Construction Dates.
11/2022 - 12/2022

Owner Reference. Charles Andrews, City of Peoria, (623) 773-7118

“Combs Construction was wonderful at communicating with the City of Surprise and provided solutions and recommendations to various issues. Combs acted in a professional manner and addressed the needs of all the parties involved.”

- Suneel Garg, PE, Civil Engineer, City of Surprise

“Our most sincere thanks to Combs and Paveco for an awesome job on this path. The work was clearly performed by craftsmen - almost like the days of old. The grading is flawless with new drainage to prevent flooding in the event of heavy rains. The connections with existing roadways are superb and the paving of the trail is excellent quality. I don't remember when I have been more pleased by work delivered by a contractor. EXCELLENT JOB!”

-Tom Struve, Pavement Management Coordinator, City of Avondale

Projects currently under contract with other government agencies

PROJECT	Estimated Completion	Project Cost	Brief Description
Avondale FS 172 Parking Improvements JOC	May-23	\$1.2M	Parking lot expansion for the Avondale fire station, included grading, paving, electrical, block walls, motorized gate and parking shade structures
Avondale Civic Center Repair JOC	Feb-23	\$22K	Repair existing shade structure
Goodyear Clearing and Maintenance JOC	Jun-23	\$74K	Clearing weeds and maintaining sat site basins
59th Ave Median Improvements JOC	Apr-23	\$400K	Modify the existing median to provide additional room for left turn storage
Yellow Lot Gates JOC	Mar-23	\$23K	Remove and replace existing gates at the Arizona Cardinals Stadium
Sarival Median Improvements JOC	May-23	\$700K	Install a 1300-foot median, work includes grading, paving, concrete flat work, landscaping, striping and signs
Northern Parkway Alternative Access	Jul-23	\$5.3M	New asphalt paving, concrete curb and gutter, concrete sidewalks and driveways, street lighting, drainage facilities including storm drains, scuppers, drywells, and retention basins. Utility work: relocation of private irrigation ditches and pipelines
Idaho Rd: Superstition Blvd to McKellips Rd	Aug-23	\$2.1M	Curb and gutter, sidewalk, and bike lane.
27th Ave & Thomas Rd. BNSF RR Crossing	Sep-23	\$3.4M	Concrete curb, ramps and sidewalks, grading, paving, and micro seal
94th Street Sewer, Red Moon Development	May-23	\$181K	Installation of new sewer main and services for red moon development
South Central Light Rail Extension	Aug-24	\$14M	Paving on the Valley Metro Light Rail Extension in downtown Phoenix
Northwest Light rail Extension	Jul-23	\$3.5M	Paving on the Valley Metro Light Rail Extension

Names and locations of the key personnel proposed for delivering services.

Brief resume (full resume in Appendix) for key project team members outlining their credentials and experience.

*Details for Related Projects can be found in Firm Experience.

RYAN COMBS Account Manager

Years Experience: 18 / Years with Combs: 18

RELATED PROJECTS: 1 2 3 4 5



Ryan started in the construction industry in 2005 as an equipment operator and is now President of Combs. He is an experienced manager responsible for every project aspect, including constructability reviews, fee negotiations, evaluation of value engineering opportunities, partnering, project management, change orders, project coordination, scheduling, quality control, and staff management.

ROLE. Ryan will work closely with Michael to ensure the total success of this overall JOC contract and the City's satisfaction. He will be located at the principal office in Phoenix.

- ◆ Proven civil construction expert, with a specialty in asphalt and concrete pavements.
- ◆ Ability to resolve complex project challenges with cost-effective solutions.

MICHAEL SULLIVAN Project/QC Manager

Years Experience: 24 / Years with Combs: 13

RELATED PROJECTS: 1 2 3 4



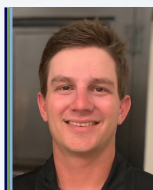
Michael brings a strong background in the project management of large, complex roadway projects with all of the elements present on this project. He understands quality construction practices and regulatory compliance specific to Prescott and its local stakeholders.

ROLE. Michael will be the main point of contact and lead the contract from start to finish. He will be responsible for managing project risk, quality control, constructability, and value engineering as the team works towards a GMP that meets the City's budget on each project. He will lead third-party coordination, schedule, and cost control. He will be located at the principal office in Phoenix and at the job site in Prescott as needed.

- ◆ Nearly three decades in civil construction management with a concentration in cost estimating.
- ◆ Detailed preconstruction professional.

LUKE ENO Construction Engineer

Years Experience: 5 / Years with Combs: 3

RELATED PROJECTS: 2 3 5

Luke is a detail-oriented and organized construction professional with experience in estimating and project coordination. He understands the JOC process and has served in this role on many job orders, supporting Mike and Gilbert with the prompt coordination and execution of permits, plans, and submittals. He assists the team in providing timely and real-time communication and documentation to the owner and all stakeholders.

ROLE. Luke will support permitting, traffic control, and transition from preconstruction to construction for each project. He will also assist in cost and schedule control, plans and specifications compliance for quality, safety, and third-party coordination; track and reconcile daily quantities; maintain RFI Log, job files, and as-builts; and manage project closeout. He will be located at the principal office in Phoenix and at the job site in Prescott as needed.

- ◆ Luke has worked within the Combs APDM division since the start of his career at Combs.
- ◆ His organizational skills and attention to detail will exceed the City's expectations.

TERX SURKALA Preconstruction Manager

Years Experience: 27 / Years with Combs: 4

RELATED PROJECTS: 1 2 4

Terx has worked in the construction industry for 27 years, primarily in civil infrastructure. As the leader of our preconstruction team, Terx manages an open, honest, and transparent environment, collaborating with the owner, design team, and the Combs project team as the project moves through design.

Role. He will work with the City to manage the overall project vision and be responsible for scope management, constructability reviews, cost estimating, and value engineering to develop an accurate and reliable GMP. He will be located at the principal office in Phoenix.

- ◆ Seasoned concrete professional.
- ◆ Unprecedented knowledge of construction in the northern Arizona region.

GILBERT YBARRA Project Superintendent

Years Experience: 45 / Years with Combs: 29



With over 40 years of industry experience, Gilbert has a proven track record of achieving time, budget and quality goals. He possesses a strong background in the supervision of large, complex projects and has the in-depth knowledge of building practices and regulatory compliance. His construction and management background includes commercial, industrial and residential sites, underground systems, new construction, road improvements, crack seal, slurry seals, seal coating, paving soil stabilization, heavy equipment operations, ADOT related projects, and extensive traffic control experience.

ROLE. Gilbert will run daily on-site operations and manage all subcontractors along with self-performed work. He will implement and enforce safety plans, monitor workmanship and quality control protocols, and ensure job orders progress safely, smoothly, and on schedule. He will be located at the job site in Prescott as needed.

- ◆ Over 40 years of roadway construction experience.
- ◆ Schedule-conscious team leader that will exceed the City's expectations.

MARK VELASCO Safety Manager

Years Experience: 25 / Years with Combs: 7

RELATED PROJECTS: 1 2 3 4

Mark is an industry leader with over 25 years of heavy civil construction, safety, and environmental compliance experience. He keeps current with industry regulatory compliance and Combs at the forefront of industry safety.

ROLE. As safety manager, Mark develops site-specific safety plans. He also performs random site visits and educates all trades on the project. Mark will ensure the work is completed safely and complies with the project's design, specifications, and quality standards.

- ◆ Over 25 years of heavy civil construction experience.
- ◆ Has written Safety and Environmental Compliance Plans for all types of heavy construction projects.

C I VALUE ADDED KNOWLEDGE AND EXPERIENCE

*Benefits of Selecting **Combs Construction** as your Job Order Contractor:*

- ✓ Combs has completed 15 projects Within the City of Prescott region.
- ✓ Leader in Safety - Rank in the Nation's top 1% for safety with an EMR of 0.62!
- ✓ Proven approach to JOC and alternative project delivery method work focuses on partnering and stakeholder inclusion to prevent disputes.
- ✓ Planning, estimating, and scheduling processes based on over 25 years of civil construction experience.
- ✓ Collaborative, multi-disciplinary preconstruction process leverages 180 years of construction knowledge and specialized aviation expertise to eliminate risk and deliver the absolute best value.
- ✓ Our team includes a third-party engineering consultant to contribute valuable design reviews.
- ✓ Open-book estimating policy with multiple bids and back-up cost information for every job order.

Demonstrate knowledge of local geology, climate practices, rules, regulations, and procedures as they relate to the construction services.

Combs started as a general contractor on northern Arizona regional projects. Throughout the past 30 years, we have successfully constructed 15 exceptional projects throughout the Prescott and northern Arizona-Flagstaff region.

Local Geology. The native soil conditions can vary depending on the location of work within Prescott. Typical soil characteristics consist of 3-5 feet of soil with an under layer of rock or caliche. Combs will help identify potential hard dig risk during preconstruction services and negotiate contingencies to address these concerns.

Climate Practices. Our experience in northern Arizona means our team is well-versed in the unique factors associated with construction in this climate type. Although the City provides a year-round construction season, we understand special consideration to activities must be given at particular times of the year. Winter months can receive snow and temperatures can drop below freezing making concrete and asphalt placement challenging, and summer monsoon storms can bring significant

rain events. We are accustomed to adjusting our schedule and craft around these factors to mitigate risk and rework.

Rules, Regulations, and Procedures / Historical Challenges. We are highly knowledgeable of Prescott and the surrounding area standards as well as the area's unique historical challenges. We will fully review these components with the City and consultant team during project kick-off and planning efforts for each job order to ensure we continue to deliver the standards and results you expect.

Community. Our JOC Project Manager, Michael Sullivan, will attend all public hearings, neighborhood meetings, and manage other public outreach efforts.

Explain why your company is qualified to perform the required services in the Prescott area.

Combs' general contracting experience across Arizona, particularly in the Prescott area, aligns with the required scope of work and services the City expects from its selected job order contractor. We possess the requisite knowledge of building practices, regulatory compliances, city codes, and standard specifications of Prescott. We understand and have proven strategies to overcome potential

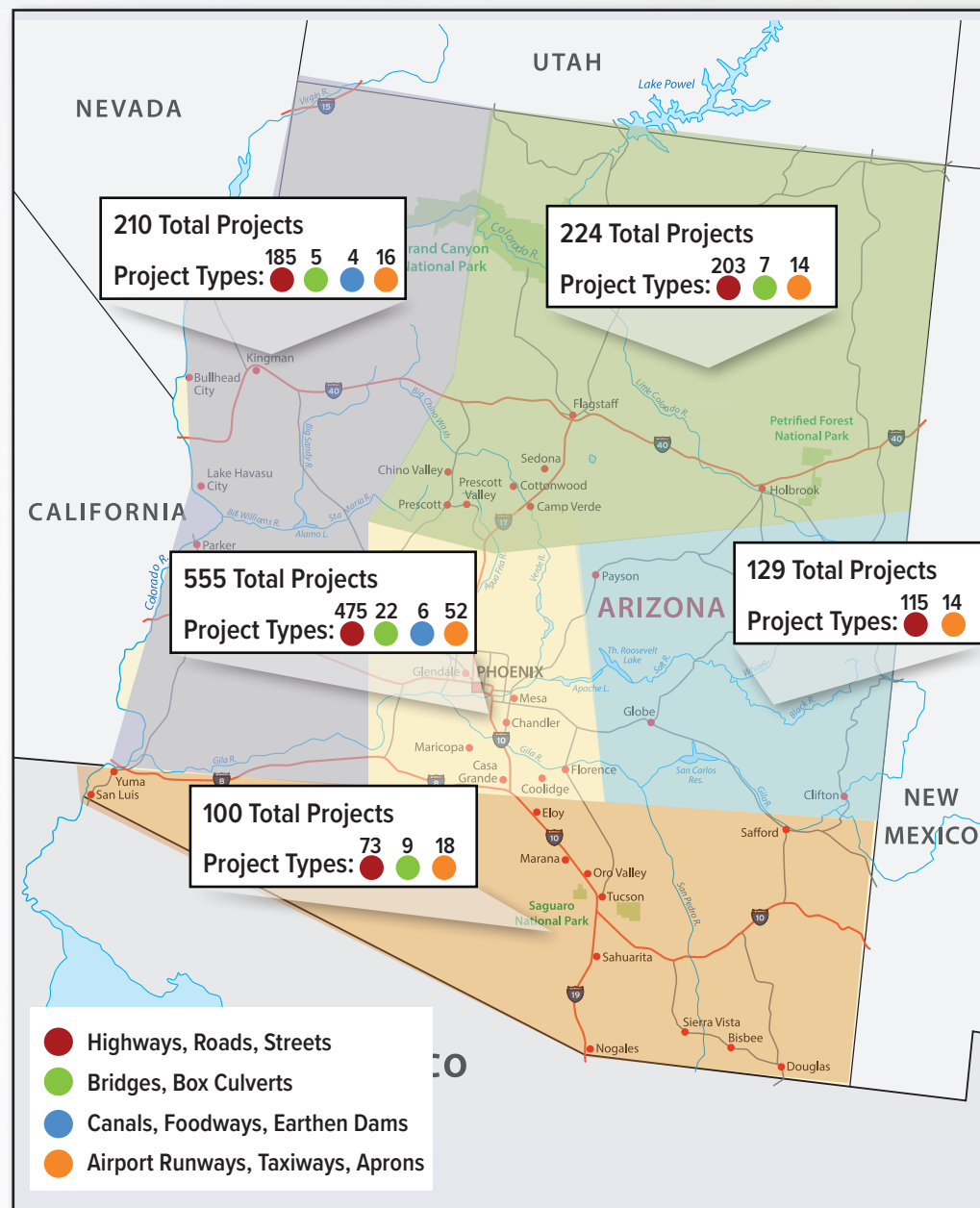
challenges related to weather, material performance, construction schedules, and geology. Additionally, Combs offers established relationships with the City, various stakeholders, and local subcontractors.

Our self-perform capabilities, labor pool, and owned equipment enhance our ability to provide the City with cost and schedule certainty and execute multiple projects simultaneously.

Specific experience of within Arizona.

In the past 30 years, Combs has successfully completed more than 1,200 projects across Arizona (*see Figure 2 on the following page*). As an established general contractor known throughout Arizona, we have built long-lasting and trusted relationships with our clients, leading to repeat customers, which is the greatest testament to our success. These relationships are built on Combs' ability to deliver quality projects safely, timely, and within budget. In addition to the team proposed, Combs has an additional 11 superintendents available to accommodate multiple job orders simultaneously, and we possess more than 150 pieces of machinery within our fleet of heavy equipment. All resources available to Combs are native to Arizona.

Figure 2: Arizona Experience - Arizona divided into 5 areas indicating total projects, including project types, over the last 30 years.



Specific experience of the Contractor with the City of Prescott.

Combs has completed multiple projects with the City of Prescott within the last 20 years. Much of the work consisted of milling, paving and various pavement repairs throughout the City. Through coordination with the City and various stakeholders and the community, each project was successfully completed within the specified timeframes. The following table highlights local projects where Combs served as prime contractor unless otherwise indicated.

Project Name	Owner	Value	End Date
Yarnell-Prescott-Chino Valley	ADOT	\$487K	1996
SR69 - Prescott Valley Mill & Overlay	ADOT	\$310K	1997
Whipple / Montezuma ACFC Overlay Project	Prescott	\$466K	2002
Prescott-Flagstaff Hwy (Glassford Hill Rd)*	RE Monks	\$2.2M	2002
Airfield Pavement Surface Treatment (Prescott Airport)	ADOT	\$650K	2003
Mingus Avenue Extension*	Vastco	\$303K	2003
Prescott-Flagstaff Hwy (S. Milton Rd - SR 89A)	ADOT	\$502K	2003
ACFC Asphalt Rubber 2005 Overlay Project	Prescott	\$410K	2005
Prescott Ashfork Hwy (SR89: Granite Creek Bridge #2869)*	ADOT	\$315K	2009
Cordes Junction Prescott Hwy (SR 69: Sundog Ranch Rd - Sunrise Blvd)	ADOT	\$2.6M	2010
Pioneer Pkwy: Williamson Valley Rd to Commerce Dr (Yavapai City)	ADOT	\$2.6M	2011
FY2012 Pavement Rehabilitation Project	Prescott	\$1.3M	2012
Prescott-Flagstaff Hwy (SR 89A: Larry Caldwell Dr to Glassford Hill Rd)	ADOT	\$658K	2011
Cordes Junction Prescott Hwy (SR 69: Sunrise Blvd to Prescott Canyon)	ADOT	\$493K	2013
Prescott Airport West Ramp Overlay	Prescott	\$283K	2022

*Served as subcontractor

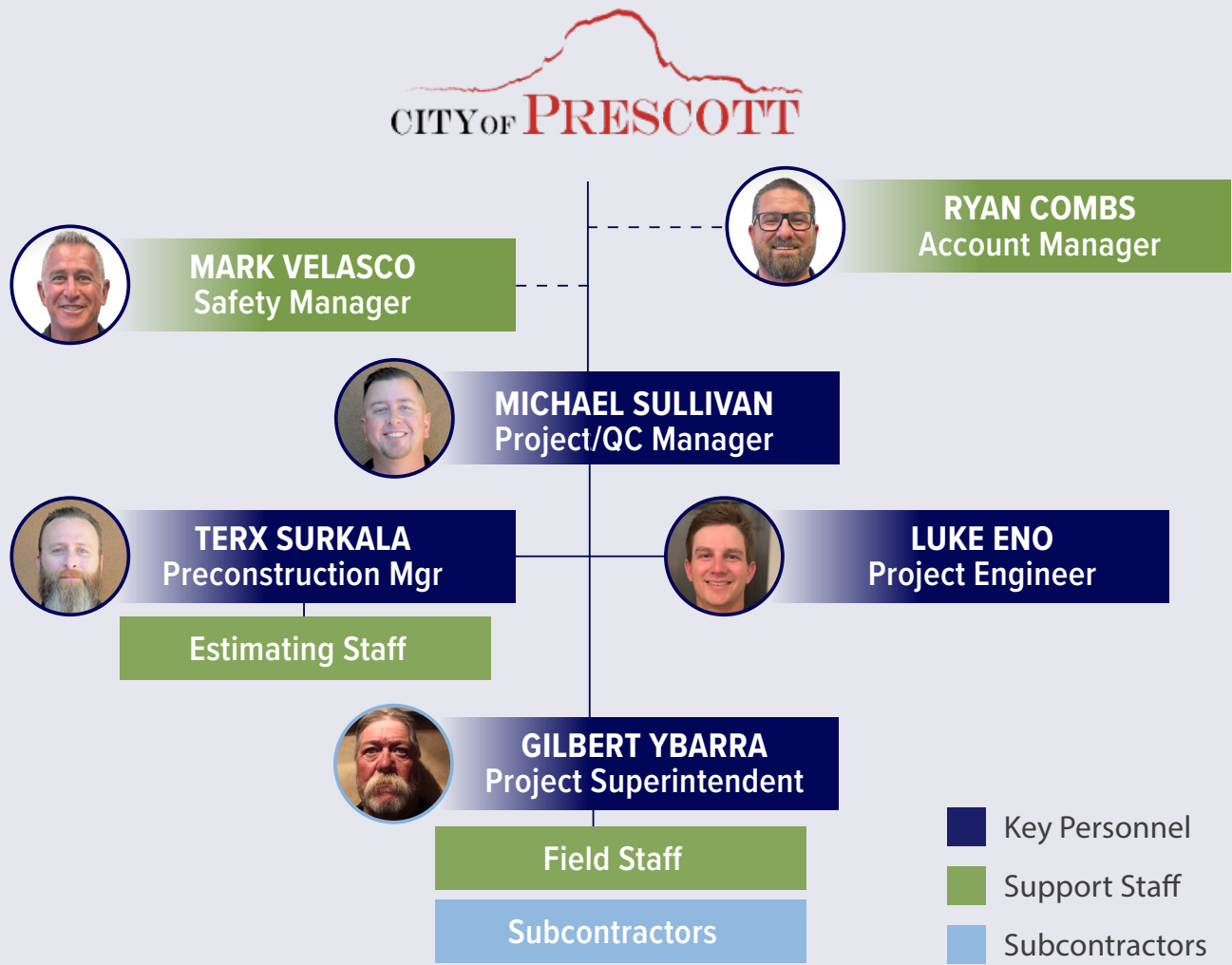
APPENDIX

The background of the page features several large, overlapping geometric shapes. A large green triangle points towards the bottom right corner. Overlapping its lower-left side is a dark blue triangle, which also points towards the bottom right. Below the dark blue triangle is a light blue triangle, similarly oriented. These shapes are set against a light gray background with faint, larger-scale geometric patterns.

APPENDIX | KEY PERSONNEL RESUMES

Combs has selected the following team of key personnel with similar experience for the City of Prescott Job Order Contract. This team is ready to collaborate with the City on all job orders, providing quick, accurate estimates, constructability, scheduling, insight on alternative means, methods, and materials, and optimum value to best fit the City’s budget and schedule. The entire project team will be working locally from our principal office in Phoenix and on-site as needed (superintendent will be on-site 100%). Resumes are provided for Key Personnel on the following pages.

ORGANIZATION CHART



Michael Sullivan Project Manager



Education

Combs 13

Industry 24

Certifications

Erosion Control

Coordinator

OSHA 30-Hour

CPR/First Aid

Microsoft Project

Commitment to the City of Prescott

Provide clear, open communication and partnering throughout the project

- » Collaborate with all stakeholders early
 - » Guide the team in developing and efficient and realistic project plan
 - » Monitor work for compliance to meet quality expectations
- » Meet all project goals

Michael brings a strong background in the project management of roadway, bridge, and airport projects, particularly under the JOC delivery method. He understands the unique factors associated with job order work, such as communication, timeliness, and accuracy. Mike is knowledgeable in Prescott-area construction and the requirements of compressed schedules due to shortened construction windows that follow the seasons and how different materials perform in the climate - both during initial application and in the long-term.

As project manager, Michael will lead the project from start to finish. He will work closely with Terx during preconstruction to manage project risk, constructability, and value engineering as the team works towards a GMP that meets the City's budget. During construction, he will lead third-party coordination, schedule, and cost control, working with Gilbert and Luke in the field and ensuring our team meets the City's and stakeholders' expectations.

Comparable Projects

City of Flagstaff JOC Professional Services Horizontal Construction | \$5 Million Annually | May 2021 - May 2024

**Cooperative Language used by other Prescott, Glendale, Avondale, and Goodyear*

- » Prescott Airport West Ramp Overlay | \$276K*
- » Flagstaff Parking Lot Rehabilitation | \$599K
- » Glendale Airport Terminal Parking Lot | \$480K*
- » Glendale Water Valve Adjustments | \$44K*
- » Avondale FS172 Parking and Drainage Improvements | \$1.2M*
- » El Cidre Fence Goodyear | \$72K*
- » Avondale City Hall Civic Center | \$391K*
- » Avondale Civic Center Repair | \$23K*
- » Goodyear Sat Site Basins Clearing and Maintenance | \$40K*

City of Peoria JOC Professional Services Citywide Civil/Sitework | \$3 Million Annually | February 2022 - February 2023

- » Positive Left Turn Lane Offset - 75th Avenue / Thunderbird Road | \$411K
- » Deer Valley Privacy Walls Preconstruction Services | \$20K
- » Positive Left Turn Lane Offset Preconstruction Services | \$8K

City of Glendale Pavement Contracting Services JOC | \$5 Million Annually | January 2023 - January 2024

- » 59th Avenue Median Improvements | \$408K
- » State Farm Stadium Yellow Lot Gates | \$23K

Additional Experience as Project Manager

- » Grand Canal Between Loop 101 and N. 107th Avenue (New River) | \$566K
- » Camelback Reconstruction | \$3.4M
- » Riverview Drive 18th Place to 22nd Street Roadway Improvements | \$2.4M
- » 107th Avenue: Indian School Road - Camelback Road Paving Improvements | \$3.4M
- » City of Surprise-Bullard Avenue | \$3.1M **2020 Build Arizona Award**
- » Grand Canal Bike and Pedestrian Improvements | \$16.1M **2020 Build Arizona Award**
- » Yuma Road and Jackrabbit Trail | \$2.1M
- » City of Glendale North Apron Rehabilitation | \$3.5M
- » Casa Grande, Pinal County | \$1.7M
- » Avenida Rio Salado / Broadway Road - Phase II | \$11.8M
- » Goodyear Boulevard Improvements - Phase II Yuma Road to Estrella Parkway | \$2.7M **2015 Build Arizona Award**

AWARDS

- 2017 Operations Employee of the Year Award
- 2013 / 2015 Superintendent of the Year Award
- 2012 Employee Safety Award

Terx Surkala Preconstruction Manager



Terx has worked in the construction industry for 27 years, primarily in civil infrastructure. He has held multiple positions, including field, project, and operations management, and served as lead estimator prior to his role as preconstruction manager for Combs. As the leader of our preconstruction team, Terx manages an open, honest, and transparent environment, collaborating with the owner, design team, and the Combs project team as the project moves through design.

He will work with the City to manage the overall project vision and be responsible for scope management, constructability reviews, cost estimating, and value engineering to develop an accurate and reliable GMP.

Years Experience

Combs 4

Industry 27

Certifications

OSHA 10-Hour

Erosion Control
Coordinator

InEight Hard Dollar
Microsoft Project

Commitment to the City of Prescott

- » Provide a transparent and collaborative environment during preconstruction
- » Utilize expertise to provide timely, reliable, and accurate cost estimates
- » Collaborate with the team to achieve reach a GMP that meets the City's budget

Comparable Projects

City of Flagstaff JOC Professional Services Horizontal Construction | \$5 Million Annually | May 2021 - May 2024

**Cooperative Language used by other Prescott, Glendale, Avondale, and Goodyear*

- » Prescott Airport West Ramp Overlay | \$276*K
- » Sat Site Basin 1-4 Cleaning & Maintenance | \$40K*
- » Flagstaff Parking Lot Rehabilitation | \$599K
- » Prescott Airport West Ramp Overlay | \$267K*
- » El Cidro Fence Goodyear | \$72K*
- » Avondale City Hall Civic Center | \$391K*
- » Avondale Civic Center Repair | \$23K*
- » Goodyear Sat Site Basins Clearing and Maintenance | \$40K*

City of Peoria JOC Professional Services Citywide Civil/Sitework | \$3 Million Annually | February 2022 - February 2023

- » Positive Left Turn Lane Offset - 75th Avenue / Thunderbird Road | \$411K
- » Deer Valley Privacy Walls Preconstruction Services | \$20K
- » Positive Left Turn Offset Preconstruction Services | \$8K

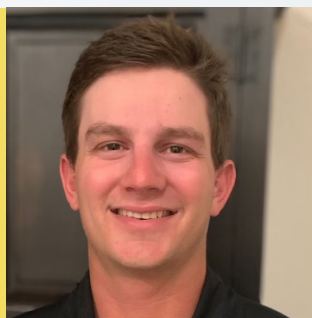
City of Glendale Pavement Contracting Services JOC | \$5 Million Annually | January 2023 - January 2024

- » 59th Avenue Median Improvements | \$408K
- » State Farm Stadium Yellow Lot Gates | \$23K

Additional Experience as Precon Manager/Estimator

- » Kirkland - Hillside Pavement Improvement | \$4.7M
- » Tyson Wash Bridges, | \$1.2M
- » Chandler Boulevard Bike Lanes (I-10 to 56th Street), | \$900K
- » Maricopa Porter Road to Farrell Road | \$1.7M
- » Pitchfork Creek Bridge | \$375K
- » SR188 Pinto Creek Bridge | \$323K
- » Salinity Canal Bridge | \$723K
- » High Line Canal, McClellan and Santa Cruz Wash Bridges | \$1.1M
- » Yuma-Casa Grande Highway I-8 | \$5.4M
- » Mesa-Payson Highway SR87 | \$768K
- » Rodeo Drive Improvements Project | \$1.5M

Luke Eno Construction Engineer



Luke is a detail-oriented and organized construction professional with experience in estimating and project coordination. He understands the JOC process and has served in this role on many job orders, supporting Mike and Gilbert with the prompt coordination and execution of permits, plans, and submittals. He assists the team in providing timely and real-time communication and documentation to the owner and all stakeholders.

As construction engineer, Luke will support subcontractor coordination and procurement, permitting, traffic control, and project transition from preconstruction to construction. He will also assist in cost and schedule control, plans and specifications compliance for quality, safety, and third-party coordination; track and reconcile daily quantities; maintain RFI Log, job files, and as-builts; and manage project closeout.

Years Experience

Combs 3

Industry 5

Education

Mesa Community
College

Certifications

EMT/CPR/First Aid

Commitment to the City of Prescott

- » Coordinate crews within assigned scopes to maintain all schedule milestones
- » Ensure quality throughout the project
- » Maintain complete and detailed documentation
- » Provide timely communication to the project team

Comparable Projects

City of Flagstaff JOC Professional Services Horizontal Construction | \$5 Million Annually | May 2021 - May 2024

**Cooperative Language used by other Prescott, Glendale, Avondale, and Goodyear*

- » Sat Site Basin 1-4 Cleaning & Maintenance | \$40K*
- » Glendale Airport Terminal Parking Lot | \$480K*
- » Prescott Airport West Ramp Overlay | \$267K*
- » Glendale Water Valve Adjustments | \$44K*
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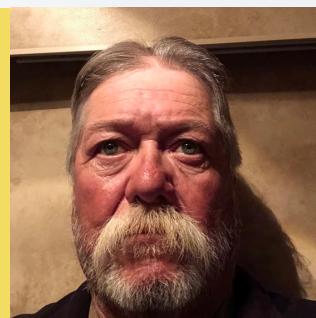
City of Glendale Pavement Contracting Services JOC | \$5 Million Annually | January 2023 - January 2024

- » 59th Avenue Median Improvements | \$408K
- » State Farm Stadium Yellow Lot Gates | \$23K

Additional Experience as Construction Engineer

- » Northern Parkway Cable Barrier | \$953K
- » Rehabilitation of Sun City West Unit 36 | \$1.4M
- » Florence Trekell Intersection Improvement Plans RVD | \$570K
- » Glendale Municipal Airport Taxiway Rehabilitation | \$2.1M
- » Rodeo Drive Improvements Project | \$1.5M
- » South Canal Shared-Use Path | \$1.8M

Gilbert Ybarra Project Superintendent



Gilbert Ybarra has 43 years of experience as a construction project superintendent focusing on transportation and infrastructure-related projects. As a resident of northern Arizona, Gilbert has a unique understanding of the area and working around weather-related timelines. Gilbert works collaboratively with the project team during preconstruction to provide valuable insight into constructability and the development of effective work plans.

As project superintendent, Gilbert will manage all field activities, maintaining a safe and secure project site. He will proactively identify and resolve issues, maintain open and honest communication, and provide safe and effective traffic flow through the project site. Gilbert will be responsible for all field crews, ensuring all schedule milestones are achieved per plans and specifications, following the project-specific quality and safety plans.

Years Experience

Combs 29

Industry 45

Certifications

Traffic Control

Coordination

Certification

Commitment to the City of Prescott

- » Ensure quality and safety throughout the project
 - » Contribute to constructability reviews and value engineering ideas
- » Provide leadership to on-site crews to meet quality, safety, and schedule expectations
- » Maintain proactive communication and effective traffic control for positive public perception

Comparable Projects

City of Flagstaff JOC Professional Services Horizontal Construction | \$5 Million Annually | May 2021 - May 2024

**Cooperative Language used by other Prescott, Glendale, Avondale, and Goodyear*

- » Prescott Airport West Ramp Overlay | \$276K*
- » Flagstaff Parking Lot Rehabilitation | \$599K
- » Avondale City Hall Parking Lot | \$391K*

Additional Experience as Superintendent

ADOT Sand Tanks Wash Bridge | \$1.3 Million | December 2022 – August 2024

- » Curbs and Sidewalks, Striping and Signage, Paving, Electrical and Lighting

ADOT Mesa-Payson Hwy (SR-87) Drainage Repairs | \$1.08 Million | April 2022 – January 2023

- » Drainage and Culvert Repairs

Town of Chino Valley Rodeo Drive Improvements | \$1.5 Million | September 2021 – February 2022

- » Asphalt Replacement, Concrete Flatwork, Water, Sewer and Drainage, Striping and Signage

City of Tempe McClintock Roadway Widening Improvements Ph. 1 & 2 | \$5.02 Million | April 2021 – September 2022

- » Traffic Signal, Electrical, and Lighting, Concrete Flatwork, Roadway Widening, Striping and Signage

ADOT SR 69 and Spring Lane Intersection | \$537,058 | October 2020 – September 2021

- » Asphaltic Concrete Repairs, Traffic Signal, Electrical, and Lighting, Roadway Widening, Striping and Signage

ADOT Alamo Road and US 60 La Paz County | \$720,498 | January 2018 – January 2019

- » Shoulder Repair, Roadway Replacement





Request for Statement of Qualifications

For

Job Order Contracting for Public Works / Horizontal Construction Projects

MAYOR AND COUNCIL:

Phil Goode, Mayor
Connie Cantelme, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member
Steve Sischka, Council Member
Clark Tenney, Council Member

CITY CLERK:

Sarah M. Siep

PUBLIC WORKS DEPUTY DIRECTOR:

Gwen Rowitsch

Request for Statement of Qualifications

Job Order Contracting for Public Works / Horizontal Construction Projects

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons or contractors to provide a Request for Statement of Qualification (RSOQ) for Job Order Contracting on Horizontal Construction Projects. Only contractors capable of providing the requested services will receive consideration.

NON-MANDATORY PRE-SUBMITTAL CONFERENCE: February 15, 2023, at 9:00am, City of Prescott Public Works Conference Room at 433 N Virginia Street, Prescott AZ 86301. There will be an optional online Microsoft Teams meeting, please refer to the city website bid listing for further information.

BID OPENING: Thursday, March 9, 2023, at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott, Arizona 86303.

In accordance with local and State law, sealed RSOQs will be received by the Office of the City Clerk at 201 S. Cortez Street, Prescott, Arizona 86303, until 2:00pm on the date specified above, for the services specified herein. Statements will be opened and read aloud at the above noted date, time, and location. Any submittals received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all submittals, and waive any informality deemed in the best interest of the City and to reject the submittals of any persons who have been delinquent or unfaithful in any contract with the City.

Copies of the Request for Statement of Qualifications and Contract Documents are available free of charge on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: February 5 & 12, 2023

Request for Statement of Qualifications

Job Order Contracting for Public Works / Horizontal Construction Projects

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I. GENERAL INFORMATION

The City of Prescott (hereinafter “City”) invites interested and qualified persons or contractors (hereinafter “Contractors”) to submit a written Request for Statement of Qualifications (RSOQ) for Job Order Contracting on Horizontal Construction Projects. Only contractors capable of providing the requested services will receive consideration.

Contracts shall be awarded based on demonstrated competence and qualifications pursuant to ARS § 34-604, MAG Uniform Standard Specification for Public Works, City of Prescott Mag Supplement rev 02-14-2019, Buy American Build America, WIFA and Grant requirements.

All contracts awarded will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1. The value of these contracts will vary based on projected City needs, and available budget. Contracts may be awarded to multiple Contractors, although selection and award of a contract is not a guarantee of work. There currently is no specific list of projects.

To be eligible for consideration, contractors must submit a single RSOQ demonstrating appropriate competence, qualifications, and relevant experience.

The City will apply a one-step process to select the successful contractors under this procurement. The one-step process will involve review and evaluation of the RSOQ to establish a final list. The final list will consist of not less than three (3), depending on submissions but no more than eight (8) of the highest ranked contractors. As project needs arise, contractors from this list may be contacted to determine interest and availability for specific tasks. The final list will remain in effect until June 30, 2025, pursuant to ARS § 34-605. G.1.

A. DESCRIPTION OF WORK

The City periodically has a need for horizontal construction projects as identified by Staff. Projects may include, but are not limited to, new construction, and building and infrastructure renovations for horizontal construction. "Horizontal Construction" means construction of highways, roads, streets, bridges, canals, floodways, earthen dams, landfills, light rail and airport runways, taxiways, and aprons.

Additional Horizontal Construction Examples:

Infrastructure & Transit – Roads and Bridges

Power & Communication – Transmission facilities, electrical lines, and fiber optics
Subterranean- pipelines, sewer, and waterlines

A Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Contractor will perform an ongoing series of individual projects (Job Orders) at different locations, often simultaneously, throughout the City. A Scope of Work for each Job Order discipline may be provided by the City to a number of contractors to solicit competitive price proposals. The actual assignment of projects may vary, and no guarantee is made as to the quantity of work to be awarded.

The maximum amount per Job Order can be up to one million dollars (\$1,000,000.00) with an annual cap (City of Prescott Fiscal Year July 1 – June 30) per Contractor of three million dollars (\$3,000,000.00).

Contractor agrees to perform any or all (but not limited to) the following services which will be specifically enumerated on individual JOC Construction Contracts and amendments to this contract:

- Roadway Grading, Paving, Patching, Rehabilitation and Rejuvenation
- Water, Sewer, and Drainage
- Curbs and Sidewalks
- Excavating
- Repairs
- Striping
- Concrete work
- Sign placement
- Electrical & Lighting
- Landscaping
- Demolition

Construction services covered by the JOC will include, but are not limited to the following:

- Provide preconstruction services.
- Serve as the general contractor during construction.
- Coordinate and manage subcontractors during construction.
- Coordinate with all utilities.
- Attend public meetings and issue notifications (when required).
- Arrange for procurement of materials and equipment.
- Schedule and manage site operations.
- Continue use of a collaborative process.
- Provide quality controls.
- Bond and insure the construction.
- Comply with all federal, state, and local permitting requirements.
- Acquire all applicable permits.
- Maintain a safe work site for all project participants.
- Commissioning.
- Prepare and provide record drawings (when required).
- Provide operations and maintenance manuals (when required).

All work performed by the contractor shall meet all applicable federal, state, and local codes and the Contractor shall be required to obtain all required permits and inspections.

For all of City's projects, the following order of precedence shall govern:

- Special Provisions.
- Construction Plans and Addenda.
- General Provisions and MAG Revisions.
- MAG Standards and Specifications.
- ADOT Standards and Specifications.
- FHWA Manual of Uniform Traffic Control Devices.

The Contractor may be required to attend a scoping meeting for each project and be prepared to discuss the following topics:

- The general scope of the work.
- Applicable designs or sets of plans that guide the project.

- Methods and alternatives for accomplishing the work and value engineering.
- Access to the site and protocol for admission / access.
- Hours of construction operation.
- Staging area.
- Specific quality requirements for equipment and material.
- Requirements for catalog cuts, technical data, samples, shop drawings and incidental design.
- The presence of hazardous materials.
- Temporary services and shutoffs.
- Safety issues / concerns and procedures.
- Construction duration.
- Date on which price proposal is due.
- Provide Subcontractors List.

When a particular project is offered to the contractor, the contractor shall provide a written price proposal for a specific scope of work including a complete list of quantities and prices of parts and materials to be utilized, total labor cost to be broken down by trade, hours for each trade, hourly cost per trade, total dollar cost and Project Schedule and Subcontractor List. The project price proposal shall be all-inclusive with any cost overruns to be absorbed by the Contractor unless change orders are pre-approved by the City.

By executing a price proposal, the Contractor represents that the contractor has visited the project site(s) and become familiar with the construction documents and the local conditions under which the work is to be performed. The City does not undertake to represent or warrant the site or local conditions.

The City will require a subcontract list for each project and reserves the right to reject the contractor's selection of subcontractors on individual projects. Failure to include the subcontractor list in the price proposal submitted for each project shall be cause for rejection of the price proposal as non-responsive.

The City reserves the right to request Job Order proposals from more than one JOC contractor for competitive purposes. The City reserves the right to determine the pricing method on a project-by-project basis.

A separate amendment to the contract must be issued for each Job Order before the commencement of any work by the contractor. The amendment will reference the detailed Scope of Work and amount of compensation.

Payment and performance bonds are required for ALL projects for the full amount of the project. The City, at its sole discretion, may waive this requirement for small projects.

Within seventy-two (72) hours of the announcement of the project award, the contractor shall tender a performance and payment bond for the City to review. This bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this State as issued by the Director of Insurance pursuant to ARS § Title 20, Chapter 2, Article 1. The bond shall conform to the requirements of ARS § Title 20, Chapter 6, Article 8; shall name the City of Prescott, a political subdivision of the State

of Arizona, as the beneficiary/insured; if as a performance bond shall specifically assure the full and final completion of the scope of work entered into herein, and if as a payment bond shall be in an amount not less than the contract price for the full scope of work contracted for herein. The surety shall be a reputable company as determined by the City, and the bond shall otherwise be satisfactory in its scope and content as determined by the City in sole and absolute judgment.

In the event the contractor fails to provide to the City the certificate and proof of bond assurance within seventy-two (72) hours of the announcement of the project award then the City reserves the right to unilaterally rescind the contractor's award of this project.

In the event the contractor provides to the City the certificate and proof of bond assurance and the City determines that the certificate and/or assurance is inadequate in any regard, then the City reserves the right to unilaterally rescind the contractor's award of this project. The City's judgment as to the adequacy of the certificate and the assurance is absolute and final but must be exercised not later than the date and time when the City issues to the contractor the Notice to Proceed with the project. The City waives any objection to the City's adequacy determination if made after the Notice to Proceed is issued unless it is later determined by the City that the tender of proof required herein was made by the contractor, its agents, employees or persons acting on the contractor's behalf, in a manner that is fraudulent or in a manner that demonstrates a negligent misrepresentation of material facts, as determined by the City's sole and absolute judgment.

The contractor shall commence work on the date set forth in the Notice to Proceed. Time being of the essence to the project, the contractor shall therefore prosecute the work diligently, using such means and methods of construction to assure final completion within the time specified in the written price proposal.

The contractor shall supervise and direct the work, using the best skills and attention. They shall be solely responsible for all construction means, methods, techniques, sequences, procedures and for coordinating all portions of the work under the project.

The contractor shall keep on site, during the performance of all work, a competent superintendent who is fluent in English and any necessary assistants, all satisfactory to the City. The superintendent shall represent the contractor and have authority to act for the contractor. The contractor or qualified representative shall attend meetings with the City, at a frequency as determined by the City, for the purpose of coordinating or expediting the work.

B. PROPOSED SCHEDULE

Milestones are estimated to be as follows:

- Request for Statement of Qualifications Advertised February 5 & 12, 2023
- Non-Mandatory Pre-Submittal Conference February 15, 2023, 9:00am
- Questions Due by 5:00 PM March 2, 2023
- RSOQ Due Date/Opening March 9, 2023
- Award of Contract April 25, 2023

All milestones are the earliest dates for planning purposes only and shall not represent any contractual commitment whatsoever on the part of the City.

C. NON-MANDATORY PRE-BID MEETING

There will be a non-mandatory pre-bid meeting on Wednesday February 15, 2023, at 9:00am. Located at 433 N Virginia Street, Prescott AZ 86301. There will be an optional Microsoft Teams meeting with a call-in number. The link to this meeting will be on the City's website.

Microsoft Teams meeting You will need to pre-register.

Please go to the City's website to Pre-register

Meeting ID: 210 819 569 728

Passcode: WKC8mp

Or call in (audio only)

1-469-305-1028

Phone Conference ID: 527 397 979#

D. REQUESTS FOR INFORMATION

Contractors who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

LaTona Jones
Contract and Purchasing Administrator
City of Prescott – Public Works
latona.jones@prescott-az.gov

Requests for information must be received by the project representative prior to 5:00pm on Thursday, March 2, 2023. Responses, or addenda as required, will be issued no later than 12:00pm on Monday, March 6, 2023. Receipt of addenda must be acknowledged on the required form in the Contractor's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. REQUEST FOR STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Responses to this request must be in the form of a Request for Statement of Qualifications (RSOQ), as outlined in this document.

A. GENERAL REQUIREMENTS

Interested Contractors are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet a project's goals and objectives, and other criteria as listed. All information must be provided as requested for all Contractor members and their key personnel to be assigned to a project.

The RSOQ shall address the evaluation criteria and shall include the following:

- Cover letter indicating interest in providing services.
- Location of the Contractor.
- Statement of the Contractor's understanding of the purpose and scope.
- Description of specific technical capabilities, qualifications, and years of prior experience.

- Brief resume for key project team members outlining their credentials and experience.
- Description of at least three (3) but no more than five (5) municipal projects in which the Contractor participated as the primary Contractor. Describe the Contractor's role in the project and scope of work that demonstrates the Contractor's expertise. Provide the name and contact information for each project.
- List of applicable Arizona professional licenses held, including license numbers, and note whether licenses are held by Contractors or individuals.
- List and provide a brief description of projects currently under contract with other government agencies.

The City reserves the right to cancel this request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into one or more of the multiple contracts as specified if determined by the City to be in the City's best interests. The City assumes no liability for the cost of preparing a response to this request.

B. PROPRIETARY INFORMATION

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Contractors shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". Contractors shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Contractors should be aware that the City is required by law to make its records available for public inspection. All Contractors, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the Contractors in the event that the City must legally disclose these materials.

C. SUBMITTAL REQUIREMENTS

Statements shall be submitted as one original submittal along with a flash drive with same submittal which must conform to this request.

The RSOQ shall be limited to no more than ten (10) pages. Pages shall be letter size (8½ x 11 inches), single-sided, with a minimum font size of 12. Combinations of text and graphic material may be used at the Contractor's discretion to appropriately communicate facts and qualifications. Five (5) additional pages of appendices are allowed which may include graphs, charts, photos, or additional resumes.

The cover letter shall not exceed two (2) pages and is not a part of the page count limitation for the RSOQ above. The cover letter shall be on the company's letterhead and shall be signed by an officer or principal of the company with contracting authority.

Within the submittal package (preferably on the RSOQ cover or within the cover letter), provide all contact information including the Contractor's name, address(es), email address(es), website address, phone, and name(s) of principals. This information will be

utilized for all correspondence related to this request. Notification of the final list and assignment of contracts will be delivered to the contact information as provided in the RSOQ.

Do not include any fees, pricing, or additional copies of the RSOQ in the submittal. These materials will not be considered at this time and failure to comply with this provision will result in the rejection of the submittal.

D. DELIVERY OF SUBMITTALS

Sealed RSOQs will be received **before 2:00pm on Thursday, March 9, 2023**, at the **City Clerk's Office, 201 S. Cortez Street, Prescott, Arizona 86303**, at which time all submittals will be publicly opened in the City Council Chambers.

Any submittals received at or after 2:00pm on the above-stated date will be returned unopened. Contractors are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00pm deadline.

The outside of the submittal envelope shall indicate the name and address of the respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

**Request for Statement of Qualifications:
Job Order Contracting for Public Works Projects
Due before 2:00pm on March 9, 2023**

E. MINIMUM TEAM QUALIFICATIONS

Contractors shall possess the qualifications and Arizona licenses as required by law, in addition to having extensive knowledge, expertise and experience for the construction services. Selected Contractors will be required to execute and meet the terms of the City's standard Construction Contract, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council will also be required for award of a contract. A sample agreement is provided with this request.

III. EVALUATION CRITERIA

The RSOQ shall clearly and accurately display the capability, knowledge, and experience of the Contractor to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The RSOQs will be evaluated by a Review Committee appointed by the City according to the following criteria:

A. GENERAL INFORMATION10 points possible

- Brief overview of the Contractor and legal organization of the company
- Applicable licenses held.
- Submission requirements met.
- Identify the location of the Contractor's principal office and local office (if applicable).

B. EXPERIENCE AND QUALIFICATIONS OF THE CONTRACTOR AND KEY PERSONNEL50 points possible

A key element to successful partnerships is the availability and accessibility of selected Contractors to City staff and local citizens. Contractors must demonstrate that the necessary personnel are available within a reasonable time to attend meetings, conduct field investigations and complete other local services as may be required.

- Demonstrate understanding of the purpose and scope.
- Demonstrate years of experience, specific technical capabilities, and qualifications.
- List of comparable projects with work performed and reference information.
- Names and locations of the key personnel proposed for delivering services.

C. VALUE ADDED KNOWLEDGE AND EXPERIENCE30 points possible

The Contractors hired by the City must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.

- Explain why your company is particularly qualified to perform the required services in the Prescott area. Demonstrate the Contractor's knowledge of local geology, climate practices, rules, regulations, and procedures as they relate to the construction services.
- Specific experience of the Contractor within Arizona.
- Specific experience of the Contractor with the City of Prescott.

D. OVERALL EVALUATION10 points possible

This is to be determined by the Review Committee. No submittal response is required. Information obtained from the RSOQ and from any other relevant source, in addition to past experience with the City, may be used in the evaluation and scoring process for this item.

- Overall quality of the RSOQ evidencing interest in providing services.
- Overall evaluation of the Contractor and its perceived ability to provide the required services.

IV. EVALUATION AND SELECTION PROCESS

To qualify for evaluation, the RSOQ must be submitted on time and materially satisfy all requirements identified in this request. If, in the judgment of the City, an RSOQ does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

A. OVERVIEW

This is a qualifications-based selection process as authorized by A.R.S. § 34-604. The process will involve an evaluation and scoring of each Contractor's qualifications and

relevant experience, as indicated in its RSOQ. A Review Committee appointed by the City for this procurement, will individually evaluate the RSOQs according to the criteria and weighting as indicated for each category. Following evaluation of the RSOQs, a final list of the highest ranked Contractors will be determined.

B. FINAL RANKING AND CONTRACT NEGOTIATION

Using the individual Review Committee member's scores from the RSOQs, the committee shall rank the Contractors to generate a final list of at least three (3) but no more than eight (8) Contractors. The City will then notify each of the candidates of the final rankings.

Selected Contractors will be required to execute and meet the terms of the City's standard construction contract including insurance requirements (Exhibit A) in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract.

As project needs arise, multiple Contractors may be contacted to determine interest and availability for specific tasks. Upon successful negotiation of a scope and fee for work, the City will issue an authorization for performing the specified tasks.

C. TERM OF CONTRACT

Award of a contract is not a guarantee of work but is utilized to expedite the process of negotiating specific services as the needs arise. All contracts awarded will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1.

D. TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

E. COOPERATIVE USE OF CONTRACT

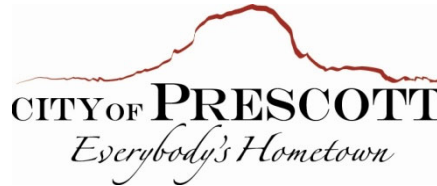
This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

F. PROTEST POLICY

Any protest to the solicitation or award must be filed with the City Clerk's Office by 4:00 PM up to ten (10) days after issuance of the final list. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful Contractors.

The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

- V. ATTACHMENTS**
 - A. SAMPLE CONSTRUCTION CONTRACT**
 - B. INSURANCE REQUIREMENTS**
 - C. FEDERAL GRANT PROVISIONS**
 - D. WIFA AND BABAA INFORMATION**
 - E. CITY OF PRESCOTT MAG SUPPLEMENT REVISION 02142019**



CONSTRUCTION CONTRACT
Job Order Contracting
Contract No. 2020-XXX

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the city of **, county of **, state of **, hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Job Order Contracting and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Request for Statement of Qualifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, and Addenda, as accepted by the Mayor and Council per Council Minutes of **, 20**, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The contract will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1. The value of these contracts will vary based on projected City needs, and available budget. The award of a contract is not a guarantee of work. There is no specific list of projects currently. The Contractor hereby agrees start and to fully complete within the time frame as given on the written notice to proceed for each project assigned.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract Documents and written amendments per project awarded to the contractor. The maximum cost per Job Order can be up to \$*** and the annual cap per contractor is \$***.

ARTICLE V - CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum per MAG per project awarded with the amendment, per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum per MAG per project awarded with the amendment per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees or any of the Contractor's subcontractors. In the event that the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XII - BONDS:

A. On or before the execution of the Job Order Amendment, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 34-222,

conditioned upon the faithful performance of this contract in accordance with the plans, specifications, and conditions herein. Such bond shall be solely for the protection of the City. A copy of this bond shall be filed with the Prescott City Clerk.

- B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.
- C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an “A” rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XIII – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIV – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XV - MISCELLANEOUS:

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.

- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. §34-301, §34-302 & §34-321 or pursuant to any other state or federal statute, court rule, case law or common law.
- D. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- E. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Public Works Director
City of Prescott
433 N. Virginia Street
Prescott, Arizona 86301

**
**
**
**

- F. This Agreement shall be construed under the laws of the State of Arizona.
- G. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- H. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- I. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- J. Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any

such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.

- K. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".
- L. Cooperative Use of Contract: This contract may be extended for use by other municipalities, school districts, and government agencies in the state of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charge and/or procurement rules and regulations of the respective government agency.
- M. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- N. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.

ATTEST:

City of Prescott, a municipal corporation:

 ** (Authorized Signature)

 Philip R. Goode, Mayor

By: _____
 (Printed Name)

Title: _____

Email: _____

 Witness, if Contractor is an Individual

ATTEST:

APPROVED AS TO FORM:

 Sarah M. Siep, City Clerk

 Joseph D. Young, City Attorney

INSURANCE REQUIREMENTS

INSURANCE:

A. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under 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 this Contract 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. Contractor is free to purchase such additional insurance as may be determined necessary.

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott 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.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

VERIFICATION OF COVERAGE:

A. Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required 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 this Contract and remain in effect for the duration of the project and warranty period as set forth in Paragraph 3 of the “Contractor’s Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties”. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Public Works Department, 433 N Virginia Street, Prescott, AZ 86301. 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.

B. MAG Specifications, Sections 103.1 through 103.8, including: Unless otherwise specifically required by the Special Conditions, the minimum limits of public liability and property damage liability shall be as follows:

C. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form –

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

• General Aggregate	\$ 3,000,000
• Products – Completed Operations Aggregate	\$ 3,000,000
• Personal and Advertising Injury	\$ 1,000,000
• Each Occurrence	\$ 1,000,000
• Fire Legal Liability (Damage to Rented Premises) (if applicable)	\$ 100,000

The policy shall be endorsed to include the following additional insured language:

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization

endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 1,000,000
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The policy shall be endorsed to include the following additional insured language:

“The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

Worker’s Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s 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 City of Prescott for losses arising from work performed by or on behalf of the Contractor.

Professional Liability (Errors and Omissions Liability) – *if applicable*

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

1. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

- D. Such policy shall not exclude coverage for the following:
1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
 2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
 3. Injury to or destruction of any property arising out of blasting or explosion.
 4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.
- E. The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Contractor's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).
- F. The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

Federal Grant Provisions

The Contractor and its Subcontractor shall comply with the following grant provisions.

Applicable Laws

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

Federal Legislation

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42
- d. U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- g. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Coastal Zone Management Act, P.L. 93-205, as amended.
- j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- k. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- m. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- n. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq. 3-04-0015-045-2020
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 3-04-0015-045-2020
- i. 29 CFR Part 5 - Labor standards provision applicable to contracts covering Federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- j. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- k. 49 CFR Part 20 - New restrictions on lobbying.
- l. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- n. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- q. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- r. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American

Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

Ban on Texting While Driving

- a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - ii) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

Foreign Market Restrictions

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Non-Discrimination

The City of Flagstaff, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

- a) The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- b) Affirmative steps shall include:
 - i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
 - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises
 - v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Clean Air Act

Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

CONTRACT PACKET for Governmental Borrowers

This packet lists required contract conditions that apply to all Clean Water and Drinking Water Revolving Fund projects and contains forms that must be used in the procurement process. Please review this packet prior to bidding.

PLEASE NOTE

- **This packet, in its entirety, must be physically included in all bidding, solicitation and contract documents.**
- Use of American Iron and Steel (AIS) applies to this project.:
 - AIS includes the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- Federal Davis-Bacon prevailing wages apply to this project.
 - Payment of the wages, fringe benefits and overtime rates is required.
 - The appropriate Federal (Davis-Bacon) Prevailing Wage Decision must be physically incorporated into the bidding and contract documents.
 - The construction category of Heavy (excluding dam construction) should typically be applied to all projects funded by WIFA. If you believe that a different category of wages, such as Building, should be applied to your project or portions of your project, please contact WIFA in advance.
 - Weekly certified payroll submittal is required under the Federal Davis-Bacon laws.
- Compliance with the Civil Rights Act and Equal Employment Opportunity is required.
- Promotion of Small, Minority and Women-owned Businesses and participation in EPA's Disadvantaged Business Enterprise (DBE) Program is required.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Required Contract Conditions

This project is being financed in whole or in part by the Water Infrastructure Finance Authority of Arizona through the Clean Water or Drinking Water Revolving Fund. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply(ies) with these regulations, laws and rules.

1. (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.
2. Equal Employment Opportunity (Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations). Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of Executive Order 11246 as amended by Executive Orders 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.
3. (i) Promoting the use of Small, Minority, and Women-owned Businesses (Executive Orders 11625, 12138 and 12432), (ii) Small Businesses Reauthorization & Amendment Act of 1988 (Section 129 of Pub. L. 100-590), (iii) Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 (Pub. L. 102-389, 42 U.S.C. Sec. 437d), and (iv) Title X of the Clean Air Acts Amendments of 1990 (Pub. L. 101-549, 42 U.S.C. Sec. 7601 note) ("EPA's 10% statute"). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.
4. Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements (40 C.F.R. Part 33).
5. Debarment and Suspension (Executive Order 12549). Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 via this Internet address: <https://beta.SAM.gov>.

6. E-Verify (A.R.S. § 41-4401). A governmental entity shall not award a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). Every government entity shall (i) ensure that every government entity contractor and subcontractor complies with the federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A); (ii) require that every government entity contract include the required provisions listed under A.R.S. § 41-4401(A); and (iii) establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Use of American Iron and Steel

Public Law 113-76, enacted January 17, 2014

SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds (CWSRF and DWSRF) for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

Highlights from EPA Guidance on Use of American Iron and Steel

Complete document available at http://water.epa.gov/grants_funding/aisrequirement.cfm

What is considered American Iron and Steel?

What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

What is a ‘construction material’ for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

What is NOT considered American Iron and Steel?

What is NOT considered a ‘construction material’ for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are NOT considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Use of American Iron and Steel - De Minimis Waiver

Every water infrastructure project involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental.

Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc.

Example of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

EPA has established a public interest waiver for de minimis incidental components. This action permits the use of products when they occur in de minimis incidental components of such projects.

- Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into a project.
- The cost of an individual item may not exceed 1% of the total cost of the materials used in and incorporated into a project.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Davis-Bacon Contract Conditions (Federal Prevailing Wages)

PLEASE NOTE: Federal Davis-Bacon prevailing wages apply to this project. Payment of the wages, fringe benefits and overtime rates is required.

The “subrecipient” referred to throughout the Davis-Bacon contract conditions is the WIFA Borrower.

“WIFA” is the Water Infrastructure Finance Authority of Arizona, State Capitalization Grant recipient, recipient, or the Authority.

Wage Rate Requirements (Also referred to as Attachment 6)

Preamble

With respect to the Clean Water and Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(3)(ii)(A) below and for compliance as described in Section 5.

Requirements for Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient will contact EPA. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <https://www.dol.gov/whd/govcontracts/dbra.htm>.

1. Applicability of the Davis-Bacon prevailing wage requirements.

Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a Clean Water Revolving Fund and to any construction project carried out in whole or in part by assistance made available by a Drinking Water Revolving Fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the State recipient before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination 10 days or less prior to the closing date, the subrecipient may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage

determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument. Typically, the appropriate wage determination would be the one in effect on the date the task order, work assignment or similar instrument is awarded.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

The recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of

all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the

contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the Apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), the State recipient, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3 above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3 above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use WIFA's interview form, Department of Labor's Standard Form 1445, or equivalent documentation to memorialize the interviews. WIFA's interview form and instructions are included with this packet.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate

wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed below and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd.

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

**Clean Water Revolving Fund
Drinking Water Revolving Fund**

Equal Employment

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWRP and DWRP project related contracts and subcontracts over \$10,000:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Disadvantaged Business Enterprises (DBE)

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Certified Disadvantaged Business Enterprises* (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the Borrower for all DWRF and CWRF projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantaged Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantaged Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

5. The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form** to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below:

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

6. The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 - DBE Program Subcontractor Performance Form**. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Borrower.
7. The prime contractor must complete and submit EPA Form 6100-4 DBE Program Subcontractor Utilization Form** as part of the prime contractor's bid or proposal package to the Borrower.
8. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

** A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.*

*** DBE forms can be downloaded from
http://www.epa.gov/osbp/dbe_contract_admin.htm*

ATTACHMENTS

DBE Forms

http://www.epa.gov/osbp/dbe_contract_admin.htm

6100-2 - DBE Program Subcontractor Participation Form

6100-3 - DBE Program Subcontractor Performance Form

6100-4 - DBE Program Subcontractor Utilization Form

Davis-Bacon Forms

WH-1321 - Davis-Bacon poster

WH-347 - Payroll and certification form

SF1444 - Wage Determination Request form

Employee Interview form

American Iron and Steel

Sample Step Certification Letter (Processed/Manufactured)

Sample Step Certification Letter (Shipped/Provided)



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

April 18, 2022

M-22-11

MEMORANDUM FOR HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Shalanda D. Young
Director

SUBJECT: Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws¹ and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency² shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”³

The Act affirms, consistent with Executive Order 14005, *Ensuring the Future Is Made in All of America by All of America’s Workers* (“the Executive Order”), this Administration’s priority to “use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States.”⁴

The Act provides statutory authorities for the Made in America Office (“MIAO”) in the Office of Management and Budget (“OMB”) to maximize and enforce compliance with Made in

¹ “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to Federal financial assistance awards or Federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States. Made in America Laws include laws requiring domestic preference for maritime transport, including the Merchant Marine Act of 1920 (Pub. L. No. 66-261), also known as the Jones Act. Exec. Order No. 14,005, 86 Fed. Reg. 7475, § 2(b) (Jan. 28, 2021), available at <https://www.federalregister.gov/documents/2021/01/28/2021-02038/ensuring-the-future-is-made-in-all-of-america-by-all-of-americas-workers>. Made in America Laws also include laws that give preference to Indian-owned and -controlled businesses, such as the Buy Indian Act (25 U.S.C. 47), that produce items in the United States.

² For the purposes of this guidance, the terms “Federal agency” and “agency” mean any authority of the United States that is an “agency” (as defined in section 3502 of title 44, United States Code), other than an independent regulatory agency (as defined in that section). IIJA, § 70912(3).

³ IIJA, § 70914(a).

⁴ Exec. Order No. 14,005 (see footnote 1).

America Laws.⁵ MIAO aims to increase reliance on domestic supply chains and reduce the need for waivers through a strategic process aimed at: achieving consistency across agencies; gathering data to support decision-making to make U.S. supply chains more resilient; bringing increased transparency to waivers in order to send clear demand signals to domestic producers; and concentrating efforts on changes that will have the greatest impact.⁶

This memorandum provides implementation guidance to Federal agencies on the application of: (1) a “Buy America” preference⁷ to Federal financial assistance programs for infrastructure; and (2) a transparent process to waive such a preference, when necessary. A Federal financial assistance program for infrastructure is any program under which an award may be issued for an infrastructure project, regardless of whether infrastructure is the primary purpose of the award. The term “project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.⁸

Agencies should determine how this guidance is best applied to their infrastructure programs and processes, and consult with OMB, as needed, on establishing criteria, processes, and procedures for applying a Buy America preference and issuing waivers. OMB may update or provide additional guidance, as appropriate, to further assist agencies in the implementation of a Buy America preference.

I. Application of a Buy America Preference

By May 14, 2022, agencies must ensure that all applicable programs comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project.⁹ The Act requires the following Buy America preference:

- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

⁵ IJA, § 70923(a) & (b)(1).

⁶ OMB Memorandum M-21-26, Increasing Opportunities for Domestic Sourcing and Reducing the Need for Waivers from Made in America Laws available at: <https://www.whitehouse.gov/wp-content/uploads/2020/11/M-21-06.pdf>

⁷ For the purposes of this guidance, a “Buy America” preference is a domestic content procurement preference as defined in IJA, § 70912(2).

⁸ IJA, § 70912 (5) & (7).

⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

- (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.^{10, 11}

II. Applicability to Federal Financial Assistance Programs

This guidance applies to all Federal financial assistance as defined in section 200.1 of title 2, Code of Federal Regulations¹²—whether or not funded through IIJA—where funds are appropriated or otherwise made available and used for a project for infrastructure. Federal financial assistance means assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions or donations of property, direct assistance, loans, loan guarantees, and other types of financial assistance. The term “non-Federal entity” includes States, local governments, territories, Indian tribes, Institutions of Higher Education (IHE), and nonprofit organizations.¹³

For purposes of this guidance, for-profit organizations are not considered non-Federal entities. However, this guidance does not alter independent statutory authorities that agencies may have to include domestic content requirements in awards of Federal financial assistance issued to for-profit organizations.

Federal agencies are encouraged to consult with OMB if they are uncertain about the applicability of this guidance to any particular infrastructure program.

Before applying a Buy America preference to a covered program that will affect Tribal communities, Federal agencies should follow the consultation policies established through Executive Order 13175, *Consultation and Coordination with Indian Tribal Governments*, and consistent with policies set forth in the Presidential Memorandum of January 26, 2021, on Tribal Consultation and Strengthening Nation-Nation Relationships. Federal agencies should commence consultation promptly.

This guidance does not apply to “expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.”¹⁴ “[P]re and post disaster or emergency response expenditures” consist of expenditures for financial assistance that are (1) authorized by statutes other than the Stafford Act, 42 U.S.C. §§ 5121 et seq., and (2) made in anticipation of or response to an event or events that qualify as an “emergency” or “major disaster” within the meaning of the Stafford Act, *id.* § 5122(1), (2). Awards made to support the construction or improvement of infrastructure to mitigate the damage that may be caused by a non-imminent future emergency or disaster, such as awards

¹⁰ IIJA, § 70912 (2) & (6)(B)(ii).

¹¹ See Section VIII. of this guidance for more information on construction materials.

¹² IIJA § 70912(4)(A)

¹³ See 2 C.F.R. § 200.1.

¹⁴ IIJA § 70912(4)(B)

made under FEMA’s Flood Mitigation Assistance program,¹⁵ do not qualify as “pre and post disaster or emergency response expenditures.”

Subawards should conform to the terms and conditions of the Federal award from which they flow.¹⁶

The IIJA’s definition of “infrastructure” encompasses public infrastructure projects. Thus, the term “infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property.¹⁷ Agencies should treat structures, facilities, and equipment that generate, transport, and distribute energy - including electric vehicle (EV) charging - as infrastructure.

When determining if a program has infrastructure expenditures, Federal agencies should interpret the term “infrastructure” broadly and consider the definition provided above as illustrative and not exhaustive. When determining if a particular construction project of a type not listed in the definition above constitutes “infrastructure,” agencies should consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public. Projects with the former qualities have greater indicia of infrastructure, while projects with the latter quality have fewer. Projects consisting solely of the purchase, construction, or improvement of a private home for personal use, for example, would not constitute an infrastructure project. Federal agencies are strongly encouraged to consult with OMB when making such determinations.

Agencies should consult with MIAO regarding their readiness to apply the requirements of the Act to covered programs. Agencies with questions regarding the application of a Buy America preference to agency-specific programs, including questions about the possible use of waivers during adjustment periods as agencies work to implement the Act, are advised to reach out to MIAO for technical assistance and advice.

III. Consistency with International Agreements

Pursuant to section 70914(e) of the Act, this guidance must be applied in a manner consistent with the obligations of the United States under international agreements.

IV. Avoid Unnecessary Disruption

The Act makes clear that its preferences apply to a Federal financial assistance program for infrastructure only to the extent that a domestic content procurement preference as described

¹⁵ See 42 U.S.C. § 4104c.

¹⁶ 2 CFR 200.101 (b) (2)

¹⁷ IIJA, § 70912(5).

in section 70914 of the Act does not already apply to iron, steel, manufactured products, and construction materials.¹⁸ Agencies should consider whether existing domestic content requirements meet the standards in the Act, as described in this memorandum. Agencies must make necessary changes to come into compliance with the Act's requirements, while preserving policies and provisions that already meet or exceed the standards required by the Act. For example, a program in which the standards for iron and steel already meet the standards in the Act may nevertheless be required to adopt new standards for manufactured products and construction materials. Maintaining current policies where appropriate avoids unnecessary disruption to programs, or elements of programs, that already meet or exceed Build America, Buy America requirements.

V. Effective Date for Awards

Agencies must ensure that, starting on May 14, 2022, all Federal financial assistance programs for infrastructure comply with the requirements of section 70914 of the Act. Therefore, new awards made on or after May 14, 2022, must take appropriate steps to ensure financial assistance awards comply with these requirements, which may include appropriate terms and conditions¹⁹ incorporating a Buy America preference. Renewal awards and amendments obligating additional funds to existing awards that are executed on or after May 14, 2022, must also include a Buy America preference. This means that agencies must include a Buy America preference in awards issued on or after May 14, 2022, even if Notices of Funding Opportunities for those awards did not include a Buy America preference. In these cases, agencies may consider whether public interest waivers may be needed to avoid undue increases in the time and cost of a project. Similarly, public interest waivers may be needed for awards and amendments made on or after May 14, 2022, where budgets for purchase of covered materials have already been agreed upon (including if materials have been ordered and construction has begun). Consistent with the guidance provided below, agencies should issue waivers judiciously and clearly communicate to recipients the limitations and conditions of any such waivers.

VI. Articles, Materials, and Supplies for Infrastructure

A Buy America preference, as defined in section I of this guidance, only applies to the iron and steel, manufactured products, and construction materials used for the infrastructure project under an award. If an agency has determined that no funds from a particular award under a covered program will be used for infrastructure, a Buy America preference does not apply to that award. Similarly, for a covered program, a Buy America preference does not apply to non-infrastructure spending under an award that also includes a covered project. A Buy America preference applies to *an entire infrastructure project*, even if it is funded by both Federal and non-Federal funds under one or more awards.

A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply

¹⁸ IJIA, § 70917(a) &(b).

¹⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for exemplary language.

to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of or permanently affixed to the structure.

For the purposes of this guidance, an article, material, or supply should only be classified into *one* of the following categories: (1) iron or steel; (2) a manufactured product; or (3) a construction material. For ease of administration, an article, material, or supply should not be considered to fall into multiple categories. Agencies should apply the iron and steel test to items that are predominantly iron or steel, unless another standard applies under law or regulation.

Any waivers from these requirements must be in writing and meet the requirements of section 70914(b).

VII. Issuing Buy America Waivers

Pursuant to Section 70914(c) of the Act, the head of a Federal agency may waive the application of a Buy America preference under an infrastructure program in any case in which the head of the Federal agency finds that—

- (1) applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- (2) types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

Federal agencies are responsible for processing and approving all waivers, including waivers requested by recipients and on behalf of subrecipients. To the greatest extent practicable, waivers should be targeted to specific products and projects.²⁰

Before issuing a waiver, the head of the Federal agency must make publicly available on the agency’s website a detailed written explanation for the proposed determination to issue the waiver and provide at least 15 days for public comment on the proposed waiver.²¹ General applicability waivers are subject to a minimum 30-day public comment period.²² By April 29, 2022, agencies should provide the website address where they will be posting proposed waivers for public comment to MBX.OMB.MadeInAmerica@omb.eop.gov. Pursuant to sections 70914(c) and 70937 of the Act, the waiver must be cross-posted to a centralized waiver transparency website managed by GSA, [BuyAmerican.gov](https://www.buyamerican.gov),²³ no later than November 15, 2022.

²⁰ See Section VII of this guidance for information on waiver principles and criteria.

²¹ Executive Order, § 4(b)(i)(2); IIJA, § 70914(c); IIJA, § 70937 (note that “Buy American” as used in this section also refers to Buy America preferences, per IIJA, § 70932(1)).

²² IIJA § 70914(d)(2)(A)(ii). See Section VII of this guidance for information on general applicability waivers.

²³ [BuyAmerican.gov](https://www.buyamerican.gov) redirects to [MadeInAmerica.gov](https://www.madeinamerica.gov).

To minimize duplication and promote efficiency, MIAO and GSA will coordinate with agencies on the expansion of the existing website's functionality to display waivers for Federal financial assistance and provide further instructions to agencies as necessary.

Federal agencies are responsible for performing due diligence and approving or rejecting waivers consistent with the Act, this guidance, and any other applicable Buy America laws. Federal agencies should notify MIAO in advance of posting an award- or project-level proposed waiver for public comment. However, Federal agencies must consult with MIAO for proposed waivers with broader applicability (such as a general applicability waiver) before posting them for public comment. The purpose of the consultation is to identify any opportunities to structure the waiver in order to maximize the use of goods, products, and materials produced in the United States to the greatest extent possible consistent with law. Federal agencies should send proposed waivers for review to MBX.OMB.MIAwaivers@omb.eop.gov.

Federal agencies must submit to MIAO a proposed waiver for review after the public comment period has concluded. MIAO will review the proposed waiver to determine if it is consistent with applicable law and policy,²⁴ and will notify the Federal agency of its determination.

All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States²⁵ and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.²⁶ In addition, at a minimum and to the greatest extent practicable, each proposed waiver submitted to MIAO should include the following information, as applicable:

- Waiver type (nonavailability, unreasonable cost, or public interest)
- Recipient name and Unique Entity Identifier (UEI)
- Federal awarding agency organizational information (e.g., Common Government-wide Accounting Classification (CGAC) Agency Code)
- Financial assistance listing name and number
- Federal financial assistance program name
- Federal Award Identification Number (FAIN) (if available)
- Federal financial assistance funding amount
- Total cost of infrastructure expenditures, including all Federal and non-Federal funds (to the extent known)
- Infrastructure project description and location (to the extent known)
- List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), and relevant PSC and NAICS code for each.
- A certification that the Federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

²⁴ Executive Order, § 4(c).

²⁵ IIJA, § 70937(c)(2)(A).

²⁶ IIJA, § 70937(c)(2)(D).

- A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach), by the Federal awarding agency and, in the case of a project or award specific waiver, by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
- Anticipated impact if no waiver is issued.
- Any relevant comments received through the public comment period.

The purpose of the information is to ensure that the agency has adequate information to perform due diligence, that MIAO has sufficient information to determine whether the proposed waiver is consistent with law and policy, and that sufficient information is available for public review. Information provided for public review should help interested manufacturers gauge the demand for products for which agencies are considering waiving a Buy America preference.

To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project should be considered the “Cognizant Agency for Made in America” and should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

a. Exceptions for Unforeseen and Exigent Circumstances

In limited situations where there is an urgent need in an unforeseen and exigent circumstance, agencies have the authority to waive the application of Buy America preferences without submitting the waiver for public comment and MIAO determination.²⁷ As an exception to the public transparency requirements of the Act, agencies should exercise that authority only when necessary. Further, to ensure MIAO can fulfill its role as a central and transparent source of Made in America waivers, an agency that issues a waiver without first seeking public comment and MIAO approval must, within 30 days of the waiver’s issuance, submit a report to MIAO explaining its reliance upon the “unforeseen and exigent circumstance” exception.²⁸ MIAO will provide further instructions to agencies on how to submit those reports. Although public posting and MIAO review may be waived in exigent circumstances, agencies remain responsible for performing due diligence appropriate to the circumstances, consistent with the principles and criteria in paragraphs VII(b) and (c) below.

²⁷ IIJA, § 70937(b)(2).

²⁸ This reporting process was established pursuant to Executive Order 14,005, § 4(d) and OMB Guidance on Improving the Transparency of Made in America Waivers available at: <https://www.whitehouse.gov/wp-content/uploads/2021/10/Guidance-Memo-Improving-the-Transparency-of-Made-in-America-Waivers.pdf>.

b. Waiver Principles and Criteria

To ensure they are scrupulously monitoring, enforcing, and complying with applicable Buy America Laws and minimizing the use of waivers,²⁹ agencies must apply standard criteria to determine whether to grant a waiver in a given circumstance. Agencies with existing criteria must review it for consistency with this guidance and update it as appropriate. All other agencies must establish criteria.

Agencies may reject or grant waivers in whole or in part. To the greatest extent practicable, waivers should be issued at the project level and be product-specific. Overly broad waivers undermine market signals designed to boost domestic supply chains, particularly for key articles, materials and supplies in critical supply chains (i.e., critical supply chains identified in Executive Order 14017, *America's Supply Chains*). When necessary, agencies may consider issuing a waiver that has applicability beyond a single project; however, agencies should always issue, construe, and apply waivers to ensure the maximum utilization of goods, products, and materials produced in the United States, consistent with applicable law. Federal agencies may consult with MIAO when establishing or modifying criteria for granting waivers. They may also work within the Made in America Council, a practice that will help to foster consistency across agencies to the greatest extent practical and appropriate, given agency and program missions.

Federal agencies should use the following principles before issuing a waiver of any type:

- **Time-limited:** In certain limited circumstances, a Federal agency may determine that a waiver should be constrained principally by a length of time, rather than by the specific projects to which it applies. Waivers of this type may be appropriate, for example, when an item that is “nonavailable” is widely used in projects funded by a particular program’s awards. When issuing such a waiver, the agency should identify a short, definite time frame (e.g., no more than one to two years) designed to ensure that, as domestic supply becomes available, domestic producers will have prompt access to the market created by the program.
- **Targeted:** Waivers that are not limited to particular projects should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) necessary. Waivers that are overly broad will tend to undermine domestic preference policies. Broader waivers will receive greater scrutiny from MIAO.
- **Conditional:** Federal agencies are encouraged to issue waivers with specific conditions that support the policies of the Act and the Executive Order.

These principles and criteria should be viewed as minimum requirements for the use of waivers by Federal agencies.³⁰

Nonavailability Waivers

Before granting a nonavailability waiver, agencies should consider whether the recipient has performed thorough market research, which may be accomplished with assistance from the agency, and adequately considered, where appropriate, qualifying alternate items, products, or

²⁹ IJA § 70933(2).

³⁰ See Section IV. of this guidance for agencies that have existing regulations or guidance.

materials. Waivers should describe the market research activities and methods to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources. Agencies are encouraged to engage with the Made in America Council to develop resource lists for common items, goods, or materials.

Unreasonable Cost Waivers

An unreasonable cost waiver is available if the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. Before granting an unreasonable-cost waiver, to the extent permitted by law, agencies should ensure the recipient has provided adequate documentation that no domestic alternatives are available within this cost parameter. Agencies may assist recipients in gathering documentation.

For requests citing unreasonable cost as the statutory basis of the waiver, the waiver justification must include, as applicable, a comparison of the cost of the domestic product to the cost of the foreign product or a comparison of the overall cost of the project with domestic products to the overall cost of the project with foreign-origin products, pursuant to the requirements of the applicable Made in America law.³¹ Publicly available cost comparison data may be provided in lieu of proprietary pricing information.³² Unreasonable-cost waivers should be no broader than necessary.

Public Interest Waivers

A waiver in the public interest may be appropriate where an agency determines that other important policy goals cannot be achieved consistent with the Buy America requirements established by the Act and the proposed waiver would not meet the requirements for a nonavailability or unreasonable cost waiver. Such waivers shall be used judiciously and construed to ensure the maximum utilization of goods, products, and materials produced in the United States.³³ To the extent permitted by law, determination of public interest waivers shall be made by the head of the agency with the authority over the Federal financial assistance award.³⁴

Public interest waivers may have a variety of bases. As with other waivers, they should be project-specific whenever possible, as what is in the public interest may vary depending upon the circumstances of the project, recipient, and specific items, products, or materials in question.

Federal agencies may wish to consider issuing a limited number of general applicability public interest waivers in the interest of efficiency and to ease burdens for recipients. The agency remains responsible for determining whether such a waiver is appropriate to apply to any

³¹ IIJA, § 70937(c)(2)(B).

³² IIJA, § 70937(c)(2)(B).

³³ IIJA, § 70935(a).

³⁴ IIJA, § 70935(b).

given project; the Made in America Office will not review each application of such a waiver. The following are examples of types of public interest waivers an agency may consider issuing.³⁵

- **De Minimis:** Ease of administration is important to reduce burden for recipients and agencies. Federal agencies may consider whether a general applicability public interest waiver should apply to infrastructure project purchases below a de minimis threshold. An agency may consider whether a public interest waiver should apply when necessary to ensure that recipients and Federal agencies make efficient use of limited resources, especially if the cost of processing the individualized waiver(s) would risk exceeding the value of the items waived. Agencies may consider adopting an agency-wide public interest waiver that sets a de minimis threshold, for example, of 5 percent of project costs up to a maximum of \$1,000,000.
- **Small Grants:** Agencies may wish to consider whether it is in the public interest to waive application of a Buy America preference to awards below the Simplified Acquisition Threshold. This type of waiver may be particularly relevant in the initial years after enactment of IIJA, and may be phased out over time as agencies develop efficient waiver review capabilities.
- **Minor Components:** Agencies may wish to consider whether it is in the public interest to allow minor deviations for miscellaneous minor components within iron and steel products. A minor components waiver in the public interest may allow non-domestically produced miscellaneous minor components comprising no more than 5 percent of the total material cost of an otherwise domestically produced iron and steel product to be used. It would not be in the public interest to use a minor components waiver to exempt a whole product from the iron and steel requirements, or to allow the primary iron or steel components of the product to be produced other than domestically.
- **Adjustment Period:** Agencies should consider whether brief, time limited waivers to allow recipients and agencies to transition to new rules and processes may be in the public interest.
- **International Trade Obligations:** If a recipient is a State that has assumed procurement obligations pursuant to the Government Procurement Agreement or any other trade agreement, a waiver of a Made in America condition to ensure compliance with such obligations may be in the public interest.
- **Other Considerations:** A waiver may be in the public interest in one circumstance, but not in another, and considerations will depend upon the nature and amount of resources available to the recipient, the value of the items, goods, or materials in question, the potential domestic job impacts, and other policy considerations, including sustainability, equity, accessibility, performance standards, and the domestic content (if any) of and conditions under which the non-qualifying good was produced.

All proposed waivers citing the public interest as the statutory basis must include a detailed written statement, which shall address all appropriate factors, such as potential

³⁵ The list is not exhaustive and no agency is required to issue the types of waivers noted as examples. As with other general applicability waivers, generally applicable public interest waivers must be reviewed at least every five years and more often as appropriate.

obligations under international agreements, justifying why the requested waiver is in the public interest.³⁶

Before granting a waiver in the public interest, to the extent permitted by law, agencies shall assess whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products.³⁷ Agencies may consult with the International Trade Administration (ITA) in making this assessment if the granting agency deems such consultation to be helpful. The agency shall integrate any findings from the assessment into its waiver determination as appropriate.³⁸ MIAO will work with ITA and agencies to develop standard processes to expedite this required assessment, such as by ensuring agencies know how to easily access lists of dumped or injuriously subsidized products.

c. General Applicability Waivers

The term “general applicability waiver” refers to a waiver that applies generally across multiple awards. A general applicability waiver can be “product-specific” (e.g., applies only to a product or category of products) or “non-product specific” (e.g., applies to all “manufactured products”).

General applicability waivers should be issued only when necessary to advance an agency’s missions and goals, consistent with IIJA, the Executive Order, and this guidance. For example, an agency might issue a general waiver for a product for which there are well-established domestic sourcing challenges. General applicability waivers will require appropriate justification from the Federal agency.

Federal agencies with one or more existing general applicability waivers, including public interest waivers, must review such waivers within five years of the date on which the waiver was issued. Agencies issuing new general applicability waivers must review such waivers at least every five years from the date of issuance. Agencies are encouraged to review general applicability waivers more frequently, when appropriate. In conducting a review of any general applicability waiver, the head of a Federal agency shall—

- (A) publish in the *Federal Register* a notice that—
 - (i) describes the justification for a general applicability waiver; and
 - (ii) requests public comments for a period of not less than 30 days on the continued need for a general applicability waiver; and
- (B) publish in the *Federal Register* a determination on whether to continue or discontinue the general applicability waiver, considering the comments received in response to the notice published under paragraph (A).³⁹

³⁶ IIJA, § 70937(c)(2)(C).

³⁷ Executive Order, § 5.

³⁸ Executive Order, § 5.

³⁹ IIJA, § 70914(d)(1) & (2).

For a period of five years beginning on the date of enactment of the Act, paragraphs (A) and (B) above shall not apply to any product-specific general applicability waiver that was issued more than 180 days before November 15, 2021.⁴⁰

By no later than November 15, 2022, agencies with existing, non-product specific general applicability waivers that were issued more than five years before November 15, 2021 should promptly commence review of each such waiver by publishing a *Federal Register* notice as required in section 70914(d)(2)(A) of the IIJA. Should the review justify retaining the waiver, agencies should consider narrowing the waiver in a manner that would support supply chain resilience and boost incentives to manufacture key products domestically, as appropriate.

To ensure prompt commencement of projects funded by IIJA, MIAO plans to work with agencies to expedite consideration of general applicability waivers for products or categories of products for which domestic sourcing challenges have been well documented. Agencies should align such waivers with complementary policies, such as work to boost supply chain resiliency and domestic employment. General applicability waivers should include appropriate expiration dates designed to ensure that, once available, Buy America qualifying products receive appropriate consideration.

VIII. Preliminary Guidance for Construction Materials

For construction materials, the Act requires that, not later than 180 days after November 15, 2021, OMB must issue standards that define the term “all manufacturing processes” in the case of construction materials. These standards must require that each manufacturing process required for the manufacture of the construction material and the inputs of the construction material occurs in the United States. They must also reflect efforts to maximize the direct and indirect jobs benefited or created in the production of the construction material.⁴¹

Although the deadline to issue such guidance has not yet passed, OMB is providing preliminary and non-binding guidance to assist agencies in determining which materials are construction materials so that agencies can begin applying Buy America requirements to those materials. This preliminary guidance addresses the requirements as set forth in section 70915(b) of the IIJA while providing sufficient time for OMB to receive additional stakeholder input.

The IIJA finds that “construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴²—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);

⁴⁰ IIJA, § 70914(d)(3).

⁴¹ IIJA, § 70915(b).

⁴² IIJA, § 70917(c)(1).

- lumber; or
- drywall.⁴³

To provide clarity to item, product, and material manufacturers and processors, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

Pending OMB's issuance of final standards on construction materials, and absent any existing applicable standard in law or regulation that meets or exceeds these preliminary standards, agencies should consider "all manufacturing processes" for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material. OMB is seeking additional stakeholder input before issuing further guidance identifying initial manufacturing processes for construction materials that should be considered as part of "all manufacturing processes."

Agencies should consult with MIAO, as needed, to ensure that any waiver issued for construction materials is explicitly targeted and time-limited, in order to send a clear market signal that additional standards for "all manufacturing processes" in the case of construction materials will be forthcoming.

⁴³ See IJA, § 70911(5).

Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Where applicable, the Federal agency must include appropriate terms and conditions in all awards, in accordance with applicable legal requirements and its established procedures, in order to effectuate the requirements of the Act and this guidance. The following is sample language.

To achieve the greatest possible consistency across agencies and programs, agencies should send their proposed terms and conditions to MIAO for review prior to incorporating them into applicable awards. Agencies should begin including appropriate language in NOFOs published *before* May 14, 2022 to provide applicants fair notice of the Buy America conditions that will apply to funds obligated on or after that date.

** ** **

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials⁴⁴ are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

⁴⁴ Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [\[link to awarding agency web site with information on currently applicable general applicability waivers\]](#).

*Definitions*⁴⁵

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴⁶—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

⁴⁵ Federal agencies may choose to provide definitions on a public-facing website and reference that website in the terms and conditions, rather than including all definitions in the terms and conditions itself. If an agency chooses to do provide definitions on a public-facing website, it is not considered a deviation from the terms and conditions provided and does not need to be reviewed by OMB.

⁴⁶ IJIA, § 70917(c)(1).

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.



SUPPLEMENT TO THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION

Technical Specifications

February 14, 2019

City of Prescott Public Works
433 N. Virginia Street, Prescott, Arizona 86301
Ph: 928.777.1130 | TDD: 928.777.1100 | Fax: 928.771.5929

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NEW 2/14/19 REVISIONS

New Specifications:

- Section 102 Bidding Requirements and Conditions
- Section 103 Award and Execution of Contract
- Section 110 Notification of Changed Conditions and Dispute Resolution
- Section 703 Riprap

Specifications Rewritten, or With Major Updates:

- Section 100 General Conditions
- Section 101 Abbreviations and Definitions
- Section 104 Scope of Work
- Section 105 Control of Work
- Section 106 Control of Materials
- Section 107 Legal Regulations and Responsibility to Public
- Section 108 Commencement, Prosecution and Progress
- Section 109 Measurements and Payments
- Section 205 Roadway Excavation
- Section 321 Placement and Construction of Asphalt Concrete Pavement
- Section 340 Concrete Curb, Gutter, Sidewalk, Curb Ramps, Driveway and Alley Entrance
- Section 405 Survey Monuments
- Section 611 Water, Sewer and Storm Drain Testing
- Section 630 Tapping Sleeves, Valves and Valve Boxes on Water Lines

Specifications With Minor Updates:

- Section 206 Structure Excavation and Backfill
- Section 211 Fill Construction
- Section 301 Subgrade Preparation
- Section 306 Mechanically Stabilized Subgrade – Geogrid Reinforcement
- Section 310 Placement and Construction of Aggregate Base Course
- Section 317 Asphalt Milling
- Section 329 Tack Coat
- Section 336 Pavement Matching and Surfacing Replacement
- Section 345 Adjusting Frames, Covers and Valve Boxes
- Section 350 Removal of Existing Improvements
- Section 401 Traffic Control
- Section 402 Pavement Markings and Striping
- Section 403 Permanent Signing, Sign Posts and Delineators
- Section 404 Loop Detectors
- Section 430 Landscaping and Planting
- Section 431 Landscape Rock

- Section 505 Concrete Structures
- Section 601 Trench Excavation, Backfilling and Compaction
- Section 610 Water Line Construction
- Section 612 Temporary Water Mains (Fly Lines)
- Section 615 Sanitary Sewer Line Construction
- Section 618 Storm Drain Construction
- Section 625 Manhole Construction and Drop Sewer Connections
- Section 626 Manhole Coatings
- Section 650 Abandonment and Removal of Water Main
- Section 651 Abandonment and Removal of Sanitary Sewer
- Section 701 Aggregate
- Section 710 Asphalt Concrete
- Section 725 Portland Cement Concrete

Details That Have Been Updated:

- All references to COP Standard Details to correspond with updated City of Prescott General Engineering Standards

PART 100 – GENERAL CONDITIONS

ADD the following section to Part 100- General Conditions:

SECTION 100: GENERAL CONDITIONS

100.2 STANDARD SPECIFICATIONS AND DRAWINGS

(A) Standard details and specifications for the project shall be the most recent versions of the Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (MAG Details/MAG Specifications), City of Prescott Supplement to MAG Standards (COP Supplement), City of Prescott General Engineering Standards (COP GES), Prescott City Code (City Code) and Arizona Revised Statutes (A.R.S.), except as modified in the project plans and specifications.

(B) Other standard specifications and details will be incorporated within the plans, project documents and specifications by reference, as necessary. These may include references to the Arizona Department of Transportation Standard Specifications for Roadway and Bridge Construction (ADOT Specifications), Arizona Department of Environmental Quality (ADEQ), Manual on Uniform Traffic Control Devices (MUTCD) (with Arizona Supplement), American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), and others.

100.3 GENERAL NOTES

(A) All construction shall conform to the most recent versions of the MAG Standards, COP Supplement to MAG, and the COP GES, unless specifically modified on the plans.

(B) It shall be the Contractor's responsibility to obtain copies of all standards, details and specifications necessary to completely and accurately interpret the plans.

(C) All plans are null and void 1 year from date of signature if construction has not started.

(D) All quantities shown on plans are approximate, are not verified by the Engineer, and are furnished solely for the Contractor's convenience. They do not necessarily correspond to bid schedule items. Payment shall be based on bid schedule items for actual quantities provided and installed. The Contractor shall not be relieved of their responsibility for independently estimating work quantities prior to bidding. If any discrepancy in quantities is found, Contractor shall notify the Engineer of such no later than 24 hours prior to bid opening.

(E) A City right-of-way permit will be required for all off-site construction and construction within the public right-of-way.

(F) It is the sole responsibility of the Contractor to obtain, at the Contractor's own expense, such permits as are required from the appropriate agencies.

(G) The Public Works Department shall be notified a minimum of 24 hours prior to beginning any construction in the public right-of-way at (928) 777-1176.

(H) Inspection is to be done by the City Public Works Department.

(I) Any work performed without the knowledge of the City Inspector or the Inspector's authorized representative is subject to removal and replacement of same, to be done at the Contractor's expense.

(J) All work and materials, which do not conform to the specifications, are subject to removal and replacement at the Contractor's expense.

- (K) Approval of a portion of the work in progress does not guarantee its final acceptance. Testing and evaluation may continue until the written final acceptance of a complete and workable unit.
- (L) The City may suspend the work by written notice when, in its judgment, progress is unsatisfactory, work being done is unauthorized or defective, weather conditions are unsuitable, or there is a danger to the public health and safety.
- (M) The Contractor shall provide sufficient men and equipment on the job at all times during construction to comply with specifications and to complete work.
- (N) The Contractor shall be responsible for construction surveying and layout.
- (O) The Contractor shall notify Arizona 811 (formerly Arizona Blue Stake) at 1-800-STAKE-IT (1-800-782-5348) between 6 a.m. and 5 p.m. Arizona time, Monday-Friday (excluding State holidays), at least 48 hours prior to construction.
- (P) It is the Contractor's responsibility to locate all underground pipelines, telephone, communication and electric conduits and structures in advance of any construction and will observe all possible precautions to avoid any damage to such. The Engineer and/or City will not guarantee any locations as shown on these plans, or those omitted from it.
- (Q) The Contractor is to uncover all existing lines being tied into and verify grades, pipe material, and pipe diameter before material submittals and planned construction activities.
- (R) The Contractor shall comply with all ADEQ requirements.
- (S) All water lines shall be provided with 12 AWG HS-CCS wire. Trace wire shall be subject to traceability test. Testing is to be by the Contractor and witnessed by the City Representative and at no extra cost to the City.
- (T) Water and sewer separation shall be pursuant to Arizona Administrative Code (AAC) R18-5-502.C. and City specifications.
- (U) Water mains shall be subject to a pressure and leakage test in accordance with the American Water Works Association (AWWA) C600 Standard.
- (V) Water mains shall be disinfected in accordance with ADEQ Engineering Bulletin No. 8 "Disinfection of Water Systems".
- (W) Operation of valves to be done by City personnel only.
- (X) All pipeline materials shall be installed per manufacturer's requirements unless superseded by City specifications.
- (Y) All materials for water line construction shall meet AAC R18-4-119.
- (Z) ADEQ requirements will apply when more stringent than MAG Specifications; more specifically where they pertain to maximum allowable sewer line/pressure sewer line exfiltration-infiltration rates.
- (AA) Sewer line low-pressure air tests shall be done on 100 percent of all sanitary sewer lines.
- (BB) Sewer manholes exfiltration tests shall be done on 100 percent of all manholes. Vacuum testing in accordance with City standards may be used in lieu of exfiltration test.
- (CC) Sewer line deflection tests shall be done on 100 percent of all pipes.
- (DD) Prior to project acceptance, the Contractor shall be responsible for providing the City with a video (DVD format) of the entire sewer main installed including service laterals. A City Representative shall attend the video data collection. If the City is not present during the video data collection, the City may require that the video data be redone, at the Contractor's expense, with the City Representative present. The video will be reviewed and deemed acceptable by the City prior to project acceptance.

- (EE) Acceptance of the completed work will not be given until 3 ml Mylar as-built reproducible plans and all required digital files have been submitted by the Engineer of Record and approved by the Engineer.
- (FF) The Contractor shall warrant all work for a minimum of 2 years after formal acceptance of the work.

SECTION 101: ABBREVIATIONS AND DEFINITIONS

101.2 DEFINITIONS AND TERMS

REVISE and ADD the following:

Agency/City/Contracting Agency/Owner: Interchangeable to mean, the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, unless otherwise noted; and meant as the governmental agency/legal entity for which the work is being done, either by permit or contract.

City's Representative: The authorized representative of the City, which may be an individual or a firm, or their assistants assigned to the project work, the project site, or any part thereof during the performance of the work by the Contractor and until final acceptance.

County: Yavapai County, organized and existing under and by virtue of the laws of the State of Arizona.

Director: The City of Prescott Public Works Director, or their designee, representative or assistants, unless otherwise noted.

Engineer: The duly authorized person, or their designees, employed by or contracted with the City of Prescott who is responsible for all aspects of the project and with the authority to make revisions to and approve the changes to the plans or specifications.

Engineer of Record: The Engineer of Record is a Civil Engineer registered in the State of Arizona by the Board of Technical Registration and is responsible for design, calculations and preparation of contract documents. The Engineer of Record shall provide field observation, compile, review and comment on project documentation, material testing reports and prepare as-built drawings.

Materially Unbalanced Bid: A bid that generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the City.

Mathematically Unbalanced Bid: A bid containing lump sum or unit bid prices that do not reflect reasonably anticipated actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

Notice Inviting Bids: Refers to the standard forms inviting proposals or bids.

SECTION 102: BIDDING REQUIREMENTS AND CONDITIONS

102.2 CONTENTS OF PROPOSAL PAMPHLET

ADD the following:

All standard specifications and details referenced, unless otherwise noted, shall conform to the most current editions, including revisions thereto.

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK

ADD the following:

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in or omissions from the plans or specifications, they shall submit to the Director a written request for an interpretation or correction thereof no later than 5 working days before bid or proposal opening. The person submitting the request will be responsible for its prompt delivery. Interested bidders may call, email or visit the office of the Director with any questions up to 5:00 PM on the fifth working day prior to the bid opening date. The City will no longer address or interpret any general questions or comments after that time. Should any issue be determined significant to the project by the Director, appropriate action will be taken. Any interpretation or correction of the proposed documents will be made available to prospective bidders a minimum of 3 working days prior to the bid opening date. Any correction of the contract documents will be made only by an addendum duly issued by the City and a copy of such addendum will be available on the City's website. The City will not be responsible for any other explanations or interpretations of the documents.

102.5 PREPARATION OF PROPOSAL

ADD the following:

(D) If the proposal is made by an individual, it shall be signed and the individual's full name and address shall be given. If it is made by a partnership, it shall be signed with the partnership name and by a general partner of the firm who shall also sign their own name, and the name and address of each partner shall be given; and, if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers.

All submittal forms are contained in the Notice Inviting Bid and must be submitted as part of the bid.

ADD the following subsection to 102.5 Preparation of Proposal:

102.5.1 Instructions for Preparing Proposal

Payment for all work performed under this contract shall be based on the units as shown in the bidding schedule. Payment of the bid items as stated in the Contractor's proposal for the completed work, shall be compensation in full for the furnishing of all overhead, labor, materials, devices, equipment and appurtenances included in the work as are necessary to complete the total work under this contract in a good, neat, and satisfactory manner as indicated on the plans, as described in the specifications, and as otherwise implied or required to fulfill the objective of the work.

All construction elements, as identified in the bid schedule, shown on the plans or details or described in the special provisions, are required for the construction and are to include all costs associated with earthwork, trenching, subgrade construction, valves, fittings, tapping sleeves, appurtenances, utility boxes, bedding, pavement replacements, hauling, placing, disposing of, start up, testing, certifying, or any other associated work and materials required for a complete in place and operable item of construction. All work items and materials not specifically itemized in the bid schedule and that are required for construction are to be considered incidental to the total project bid amount.

It is the intent of the contract that maximum payment shall not exceed the agreed unit price without duly authorized contract amendments. Each item, fixture, piece of equipment, work, etc., as indicated on the plans, or specified anywhere in these documents shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item, and the total system or systems.

Any and all patents, license fees, insurance premiums, etc., for the right to use equipment or processes included in this contract shall be included in the total bid price.

Cost of testing, and other incidental operations, profit and overhead cost, including the cost of supervision, temporary field offices, move-in, move-out, insurance, taxes, equipment not a permanent part of the job, and other incidental items, shall be included in the total bid price.

The "Total Amount of Bid" must be filled out by the bidder. In case of any discrepancy between the price in figures and price in written words, as written or corrected, the price in written words shall be presumed to be correct unless obviously in error, and shall be considered as the Contractor's correct and intended bid.

Bids shall not contain any recapitulations of the work to be done. Alternative proposals will not be considered unless called for.

102.6 SUBCONTRACTORS LIST

REMOVE the first paragraph in its entirety and REPLACE with the following:

The Subcontractors List must be completed, attached and submitted along with the bidding schedule. Only 1 name shall be listed for each category.

102.7 IRREGULAR PROPOSALS

ADD the following:

- (F) If the bid is mathematically unbalanced.
- (G) If the bid is materially unbalanced.

102.9 SUBMISSION OF PROPOSAL

ADD the following:

Bids shall be delivered to the office of the City Clerk, City of Prescott, Arizona, before the day and hour set for the submittal of bids in the Notice Inviting Bids as published. Bids shall be enclosed in a sealed envelope bearing the title of the work and the name of the bidder. It is the sole responsibility of the bidder to ensure the bid is received in proper time.

102.13 SUCCESSFUL BIDDERS

REMOVE in its entirety and REPLACE with the following:

The successful bidder may obtain 1 set of plans and specifications for the project at no extra cost.

ADD the following subsection to Section 102- Bidding Requirements and Conditions:

102.14 ADDENDA

Any addenda issued during the time of bidding, forming a part of the documents issued to the bidder for the preparation of a bid, shall be covered in the bid and shall be made a part of the contract. Addenda may be issued until noon on the third working day prior to the bid opening date. It is the prospective bidder's responsibility to check for addenda related to this procurement. Addenda will be posted on the City's website.

SECTION 103: AWARD AND EXECUTION OF CONTRACT

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.1 Confirmation of Bid

At any time after the opening of the bids, the Director may require any bidder on the project to confirm such bid in writing prior to contract award. An acknowledgement will be sent to the bidder to certify the prices bid have been reviewed and to confirm work can be completed in accordance with the requirements of the contract documents, plans and specifications in the total bid amount stated in the bidding schedule.

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.2 Experience and Qualifications

When requested by the City, the bidder shall supply a list of all public projects begun within the previous 3 years prior to contract award. The project list shall contain all public projects entered into by the bidder and shall include the project name and location, original and final contract amounts, project status and a contact name and information for each project. The bidder shall provide a description and explanation for any projects that were not completed successfully. Failure to provide complete and factual information may be grounds for rejection of the bid in accordance with City Procurement Code 1-27-18(K).

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.3 Pre-Award Conference

The City may require the apparent low bidder to attend a pre-award conference in order to establish that the bidder fully understands the scope, complexity and expectations of the project as described in the contract documents; to discuss issues, concerns, risk areas and how to minimize them within the bounds of the contract; and to determine that the apparent low bidder is the most responsible and/or most qualified bidder in accordance with City Procurement Code 1-27-18(K).

The purpose of the pre-award conference is to ensure that all participants are apprised of their responsibilities and obligations regarding all applicable laws, rules, regulations and ordinances contained in the contract documents prior to entering into a contract.

103.3 AWARD OF CONTRACT

REMOVE the first paragraph in its entirety and REPLACE with the following:

The contract will be awarded to the lowest qualified bidder complying with these instructions and with the Notice Inviting Bid. The City, however, reserves the right to accept or reject any or all bids if it deems it best for the public good, and to waive any informality in the bids received. The award, if made, will be within 60 calendar days after the opening of bids.

ADD the following subsection to 103.3 Award of Contract:

103.3.1 Assignment of Contract

No partial or full assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received there under by the Contractor, will be recognized by the City unless such assignment has had prior written approval of the City and the surety has been given due notice of such assignment in writing and has consented thereto in writing.

103.6 CONTRACTOR'S INSURANCE

ADD the following:

The Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under 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, the Contractor's agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for a contract 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 a contract by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. The Contractor is free to purchase such additional insurance as may be determined necessary.

(A) Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

(1) On insurance policies where the City is named as an additional insured, the City 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.

(2) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(B) Notice of Cancellation: With the exception of a 10 day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a 30 day written notice.

(C) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

(D) Verification of Coverage: The Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required 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 this contract and remain in effect for the duration of the project and warranty period as set forth in Paragraph 3 of the “Contractor’s Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties”. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this contract shall be sent directly to the Public Works Department, 433 N. Virginia Street, Prescott, AZ 86301. 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.

(E) Such policy shall not exclude coverage for the following:

- (1) Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
- (2) Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
- (3) Injury to or destruction of any property arising out of blasting or explosion.
- (4) Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

(F) The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in the Contractor’s name and also in the name of the City in an amount of at least 100 percent of the contract amount (if applicable).

(G) The Contractor shall secure “all risk”-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than 100 percent of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

103.6.1 General

REMOVE item (A) in its entirety and REPLACE with the following:

(A) The Contractor shall provide and maintain, during the life of the contract, General Liability, Automobile Liability, and Worker’s Compensation Insurance as provided herein.

Unless otherwise specifically required by the special provisions, the minimum limits of public liability and property damage liability shall be as provided herein.

The Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

- (1) Commercial General Liability: Occurrence Form

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

- General Aggregate \$3,000,000
- Products – Completed Operations Aggregate \$3,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Legal Liability (Damage to Rented Premises) (if applicable) \$100,000

The policy shall be endorsed to include the following additional insured language:

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the Contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

(2) Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or 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 City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

(3) Worker’s Compensation and Employer’s Liability:

- | | |
|--------------------------|-------------|
| Worker’s Compensation | Statutory |
| Employer’s Liability | |
| • Each Accident | \$1,000,000 |
| • Disease- each employee | \$1,000,000 |
| • Disease- policy limit | \$1,000,000 |

The policy shall contain a waiver of subrogation against the City for losses arising from work performed by or on behalf of the Contractor.

(4) Professional Liability (Errors and Omissions Liability) (if applicable)

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

(a) In the event that the professional liability insurance required by this contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

- (b) The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- (c) Notice of Cancellation: With the exception of a 10 day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a 30 day written notice.

103.6.2 Indemnification of the Contracting Agency Against Liability

REMOVE in its entirety and REPLACE with the following:

The Contractor shall defend, indemnify and hold harmless the City, its departments, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys fees and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the Contractor's owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under Worker's Compensation Law or arising out of failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts of Indemnitee, be indemnified by the Contractor from and against any and all claims. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its departments, officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.9 PRECONSTRUCTION CONFERENCE

Within 15 days of the date of the Notice of Award, the Contractor is required to attend a preconstruction conference. The City will contact the Contractor to schedule a specific date, time and location for the preconstruction conference. The purpose of the meeting is to outline specific construction items and procedures and to address items, which require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures, which the Contractor believes may be of benefit to the project, reduce cost, or will reduce inconvenience to the public. Communication and coordination issues will be also addressed during the preconstruction conference. The Contractor will be required to provide 5 sets of the following information at the preconstruction conference:

- Key personnel names and emergency phone numbers involved in the project.
- Public information plan
- Project signage plan
- Stormwater Pollution Prevention Plan (SWPPP) (NOI if applicable)
- Contractor quality control plan
- Subcontractor contracts and purchase orders for each and every item of work under subcontract on the project
- Payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project
- Overall construction schedule and two-week look ahead schedule (provided weekly)

- Dust abatement/street sweeping plan and construction water meter application
- Traffic control plan and access management plan providing for continuous access to residents and businesses affected by the project
- Contractor's company safety plan
- An itemized list of shop drawings, materials, mix designs, equipment submittals and a schedule indicating the dates each of these items will be transmitted to the Director for review

Each of the above items is subject to review and approval by the Director.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.10 COMMENCEMENT

The Contractor shall commence work on or before the tenth calendar day after receiving the Notice to Proceed, and shall complete all work under the contract within the period of time specified in the special provisions. The City reserves the right to issue Notice to Proceed at any time between 0 and 60 days after contract award. Notice to Proceed will be issued not later than 60 calendar days after the contract has been awarded unless otherwise agreed upon in writing, or as may be specified in the special provisions. In addition, the Contractor shall not commence work until all required documents, bonds, plans and schedules have been received and approved by the City. These submittals will not affect the issuance of Notice to Proceed by the City.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.11 CONTRACTOR AND SUBCONTRACTOR RECORDS

(A) The Notice Inviting Bids, Information for Bidders, special provisions, specifications, plans, and all supplementary documents are intended to be complete and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the contract documents, the Contractor shall immediately call the matter to the attention of the Director for furnishing of detailed instructions. In case of discrepancies, the specifications shall govern over the plans. Figured dimensions shall govern over scaled dimensions.

(B) Any drawings or plans listed anywhere in the specifications or addenda thereto shall be regarded as a part thereof and of the contract. Anything mentioned in these specifications and not indicated on the plans, or anything indicated on the plans and not mentioned in these specifications, shall be in the same force and effect as if indicated or mentioned in both.

(C) The Contractor, subcontractors and all suppliers shall keep and maintain all books, papers, records, files, accounts, reports, bid documents with back-up data, including electronic data, and all other material relating to the contract and project for 3 years following completion and acceptance of the work. All records shall be accurately maintained in accordance with generally accepted accounting principles and practices uniformly and consistently applied in a format that will permit audit. The Director or the Director's authorized representative(s) shall have access at all reasonable times to all applicable records of the Contractor and the records of the Contractor's subcontractors.

The Contractor and subcontractors shall preserve all such materials for a period of 3 years after all payments to the Contractor or subcontractors, or until the final resolution of all claims made by the Contractor or subcontractor on this contract, whichever is later. The Contractor and subcontractors shall make all of the above materials available to the Director for auditing, inspection and copying and shall produce such materials upon written request at the office of the Public Works Director located at 433 N. Virginia Street, Prescott, Arizona 86303.

The Contractor shall insert the above requirement in each subcontract, purchase order, lease agreement, or other document under which goods or services are provided for the performance of this contract and shall also include in all subcontracts a clause requiring subcontractors to include the above requirement in any lower-tier subcontract, purchase order, lease agreement or document under which goods or services are provided for the performance of this contract.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.12 ERROR AND OMISSIONS

The written dimensions, calculations and quantities on the plans are presumed to be correct, but the Contractor shall be required to check carefully all dimensions, calculations and quantities before beginning work. If any errors or omissions are discovered, the Director shall be so advised in writing and will make the proper corrections. If the Contractor claims that any such errors or omissions should change the cost of any pay item or the construction as identified in the plans, the Contractor shall also submit to the Director a written proposed contract amendment. Any such adjustments made by the Contractor that are claimed to change the cost of any pay item or the construction as identified in the plans, without prior review and acceptance of a proposed contract amendment, shall be at the Contractor's own risk. The settlement of any complications or disputed expenses arising from the Contractor's adjustment shall be borne by the Contractor at the Contractor's own expense.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.13 CONTINGENCIES

All loss or damage arising from obstruction or difficulties which may be encountered in the prosecution of the work, from the action of the elements, or from any act or omission on the part of the Contractor or any person or agent employed by him shall be borne by the Contractor.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.14 NOTICE AND SERVICE THEREOF

Any notice to the Contractor from the City relative to any part of this contract shall be in writing and considered delivered and the service thereof completed when said Notice is posted, by first class mail to the Contractor at the Contractor's last given address, electronically delivered, or delivered in person to the Contractor or the Contractor's authorized representative on the work.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.15 PROJECT CLOSEOUT

It is the intent of these specifications and contract documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use. The City shall withhold Final Payment and release of retention until ALL of the following items have been completed:

- (A) Completion of all work, including punch-list items and final acceptance of the work by the City.
- (B) Submittal by the Contractor of final pay estimate, which shall show the amount of work performed according to the contract and approved by the City.
- (C) Submittal by the Contractor of all project record documents, including as-built drawings, operation and maintenance manuals, and other records as referenced herein.

- (D) Submittal by the Contractor of the Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion and Warranties.
- (E) Closeout of any and all permits issued to the Contractor by the City or any other agency for the work included in the project.
- (F) Submittal by the Contractor of an Environmental Protection Agency (EPA) Stormwater Pollution Prevention Plan (SWPPP) Notice of Termination (if applicable).

SECTION 104: SCOPE OF WORK

104.1.1 General

REMOVE the last paragraph in its entirety and REPLACE with the following:

Unless otherwise specified in the special provisions, the Contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including, but not limited to, dust and traffic control measures, and to perform all work involved in executing the contract in a satisfactory and workmanlike manner within the specified time.

The Contractor shall at all times during the continuance of the contract prosecute the work with such work force and equipment as is sufficient to complete the project within the time specified.

ADD the following:

The work shall conform to such other drawings relating thereto as may be furnished by the City prior to the opening of proposals, and to such drawings in the explanation of details or minor modifications as may be furnished from time to time during construction, including such minor modifications as the Director may consider necessary during the prosecution of the work.

Scaled dimensions shall not be used in the construction of the work.

All work, as identified in the contract documents, not specifically itemized in the bid schedule that are required for the construction, are to be considered incidental to the project bid amount.

104.1.3 Water Supply

ADD the following:

- (A) The Contractor shall supply adequate, pure, cool drinking water with individual drinking cups for the use of employees on the project. The quality of drinking water shall meet the requirements specified by the Arizona State Department of Health.
- (B) It shall be the responsibility of the Contractor to provide and maintain, at the Contractor's own expense, a supply of water sufficient for the needs of the project and to install and maintain necessary supply connections and piping for the same. Before final acceptance of the completed project, all temporary connections and piping installed by the Contractor shall be removed.
- (C) The Contractor shall apply for a fire hydrant meter for all construction water used if the Contractor desires to obtain water from the City distribution system at any point. All contractors requesting construction water from the City must submit an application for a construction water meter to the Water Distribution

Department. A \$1,000 deposit will be required for hydrant meters. If construction water use occurs during the months of May through September the Contractor shall also include a dust abatement program. Potable water may not be allowed for dust abatement during these months. Potable water can be used to process embankment fill and base materials year round. However, contractors are encouraged to use treated effluent for construction activities. The City has two outlets for effluent, the Sundog Wastewater Treatment Plant and the Airport Wastewater Treatment Plant. The City will provide metered standpipes for effluent at both plants. The Contractor will be required to estimate daily and total potable/effluent water usage for the project as identified on the application for a construction water meter. The Contractor will be responsible for all costs associated with obtaining and delivering construction water.

104.1.4 Cleanup and Dust Control

ADD the following:

(A) Street Sweeping: The Contractor shall be responsible for sweeping the project no less than 4 times a week, or more as deemed necessary by the Engineer, to suppress dust, pick up dirt, soil, and construction debris so it does not travel to a water body or the City's storm drain system. A street sweeping plan documenting the frequency of sweeping, time and dates, route and type of sweeper that will be utilized shall be submitted to the City at the first preconstruction conference. The street sweeper shall be a mechanical sweeper with water applying equipment. No brooms, mechanical brooms mounted on drivable construction equipment or regenerative air sweepers will be accepted without prior approval from the City.

No measurement or payment will be made for street sweeping, unless otherwise provided for in the special provisions or proposal. The cost of street sweeping will be deemed incidental and the cost included in the proposal price for the construction operation to which dust control is incidental or appurtenant.

(B) Waste Disposal, Grading and Material Storage

(1) 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 owners(s) prior to disposing of any surplus materials, waste products, debris, etc., on private property, and shall also obtain the approval of the Director prior to such disposal.

(2) The Director will not approve the filling of ditches, washes, drainage ways, etc., which may in the Director's opinion create water control problems.

(3) The Director will not approve disposal operations, which will, in the Director's opinion, create unsightly and/or unsanitary nuisances.

(4) The Contractor shall maintain the disposal site(s) in a reasonable condition of appearance and safety during the construction period as required by the Director. Prior to final acceptance of the project, the Contractor shall have completed the leveling and cleanup of the disposal site(s) to the satisfaction of the Director.

(5) The Contractor shall obtain a grading permit or any other permit required by the City, Yavapai County or any other county, or State or Federal rules, regulations, laws, ordinances, or any other regulatory authority for all construction operations of the project, including but not limited to the following:

(a) Areas disturbed by the Contractor, including staging areas, borrow areas, waste areas, or material storage areas, located within the City limits that are subject to any requirements of the City Code, COP Land Development Code or COP General Engineering Standards, including but not limited to Section 6.7 – Site Disturbance, Grading and Restoration Standards; and Section 9.6 – Site Disturbance and Grading Permit, of the COP Land Development Code; Chapter 16-2: Drainage Regulations of the City Code; and Articles 2 and 3 of the COP General Engineering Standards;

(b) Areas outside of the City limits that are subject to the requirements of Yavapai County, Arizona Department of Transportation (ADOT), and/or Yavapai-Prescott Indian Tribe (YPIT) for any activities described herein;

(c) The disposal of waste material on private property dependent upon site specific conditions at the waste area(s) and characteristics of the fill in accordance with this section. The fees for a permit for this activity shall not be waived; said fees are incidental to the appropriate bid item(s);

(d) The staging or material storage area(s) that:

(i) Are not City owned property on the project, or

(ii) Require clearing or grubbing in excess of 10,000 square feet

Fees for a permit(s) for this activity shall not be waived; said costs are incidental to the appropriate bid item(s).

(e) Site disturbances for infrastructure improvements on City owned property not within the right-of-way for which the disturbance is greater than 50 cubic yards of material or in excess of 10,000 square feet. The associated fees for grading permits for this activity on City owned property shall be waived.

104.1.5 Final Cleaning Up

ADD the following:

Upon completion of construction and before final acceptance can be made by the Engineer, the Contractor shall clean up each individual construction area to the satisfaction of the Engineer. Small trees, weeds, and brush, which were removed as part of construction work, shall be removed from the project site and properly disposed of. All debris including but not limited to broken pipe, concrete and other construction debris shall be removed from the project site and properly disposed.

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. Restoration of incidental items impacted by construction activity shall be in any and all areas utilized by the Contractor in relation to the project. The Contractor shall restore each individual work site to grades existing before construction work. No separate payment will be made for restoration of items impacted by the Contractor's construction operation and the cost of these items shall be included in the unit prices in the bid schedule.

104.2 ALTERATION OF WORK

ADD the following:

(A) Changes in the Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Director. All such work shall be executed under the conditions of the original contract except that any claim for extension of time and additional cost caused thereby shall be adjusted at the time of ordering such change or extra work.

Extra work shall be that work not indicated or detailed on the plans and not specified. Such work shall be governed by all applicable provisions on the contract document.

In giving instructions, the Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Director, and no claim for an addition to the total amount of the contract shall be valid unless so ordered.

It is mutually understood that it is inherent in the nature of municipal construction that some changes in the plans and specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the contract to recognize a normal and expected margin of change. The Director shall have the right to make such changes, from time to time, in the plans, in the character of the work, and in the termination of the completion of the work in the most satisfactory manner without invalidating the contract.

Any change ordered by the Director which involves installation of work essential to complete the Contract, but for which no basis of payment is provided for herein, said payment therefore shall be subject to agreement prior to said work being performed.

The prices agreed upon and any agreed upon adjustment in contract time shall be incorporated in the written order issued by the Director, which shall be written so as to indicate acceptance on the part of the Contractor as evidenced by the Contractor's signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the contract as it applies to the items in questions and make such arrangements as it may deem necessary to complete the work, or it may direct the Contractor to proceed with the items in question to be reimbursed pursuant to the unit prices in the Contractor's bid or on a force account basis as provided hereinafter, at the City's option.

(B) Claims for Extra Work: If the Contractor claims that any instructions involve extra cost under this contract, he shall give the Director written notice thereof within 48 hours after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for herein. No such claim shall be valid unless so made.

SECTION 105: CONTROL OF WORK

105.1 AUTHORITY OF THE ENGINEER

ADD the following:

All references to "the Engineer" shall mean the City Public Works Director.

105.2 PLANS AND SHOP DRAWINGS

ADD the following:

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

ADD the following subsection to 105.2 Plans and Shop Drawings:

105.2.1 Submittals

In ample time for each to serve its proper purpose and function, the Contractor shall submit to the Director such schedules, reports, drawings, lists, literature samples, instructions, directions, and guarantees as are specified or reasonably required for construction, operation, and maintenance of the facilities to be built and/or furnished under this contract.

Shop drawings and data shall be submitted to the Director in such number of copies as will allow him to retain 4 copies of each submittal. The submittal shall clearly indicate the specific area of the specifications or plans for which the submittal is made. The additional copies received by him will be returned to the Contractor's representative at the job site. The Director's notations of the action, which he has taken, will be noted on 1 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 plans and the fabrications furnished shall be in conformance with the same.

ADD the following subsection to 105.3 Conformity with Plans and Specifications:

105.3.1 Order of Work

When required by the contract documents, the Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for contract items of work and no additional compensation will be allowed therefore.

105.4 COORDINATION OF PLANS AND SPECIFICATIONS

ADD the following:

In the event of any doubt or question arising regarding the true meaning of these specifications, special provisions, or the plans, reference shall be made to the Engineer, whose decision thereon shall be final. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

The contract plans consist of general drawings. These indicate such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the contract plans shall be in writing. The contract plans shall be supplemented by such working or shop drawings prepared by the Contractor as are necessary to adequately control the work. No change shall be made by the Contractor in any working or shop drawing after it has been accepted by the Engineer.

The Contractor shall keep a copy of the contract documents, plans and specifications at the job site, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as a part thereof and the Engineer will furnish from time to time such additional drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

All authorized alterations affecting the requirements and information given on the accepted plans shall be in writing. No changes shall be made of any plan or drawing after the same has been accepted by the Engineer except by consent of the Engineer in writing.

105.5 COOPERATION OF CONTRACTOR

REMOVE the first paragraph in its entirety and REPLACE with the following:

1 set of approved plans and specifications shall be kept available on the work site at all times by the Contractor.

105.6 COOPERATION WITH UTILITIES

ADD the following:

Location of Underground Utilities

- (A) The Contractor shall contact Arizona 811 (formerly Arizona Blue Stake) within the time frame specified under Arizona law and request field location of underground utilities on public and private property. The Contractor shall employ private locating companies for private utilities not found by Arizona 811. At the time these locations have been marked and prior to the commencement of excavation within the affected area, the Contractor shall at the Contractor's expense manually determine the exact location of all buried facilities.
- (B) The Contractor shall notify all affected utilities prior to the start of construction and shall ascertain the location of the various underground utilities either shown on the plans and/or as may be brought to the Contractor's attention.
- (C) The Contractor shall perform all operations in accordance with Arizona 811.
- (D) Utility locations shown on the plans are approximate and based on drawings furnished by the respective utility. It shall be the Contractor's responsibility to protect all existing utilities. Should a utility conflict occur, the Contractor shall cooperate with the said utility to resolve the conflict. No claim for extra costs shall be made against the City for delays due to any utility conflict.
- (E) If performance of the Contractor's work is delayed because the utility owners fail to relocate or adjust their facilities in a timely manner, the Contractor may file for an extension of time. To receive consideration, this request shall contain specific information as to the nature of the delay and the actual loss of time involved.
- (F) The Contractor shall assume full responsibility for damage to all marked utilities due to the Contractor's operations and shall repair the damaged utilities in accordance with regulatory authority requirements at the Contractor's own expense.
- (G) Measurement and Payment: No separate measurement and payment shall be made for the location of underground utilities. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

105.8 CONSTRUCTION STAKES, LINES AND GRADES

ADD the following:

- (A) Construction staking shall be the responsibility of the Contractor. The control for the project is provided in the contract documents. The Contractor shall be held responsible for preservation of control monumentation. If any of the control monumentation have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them will be charged against him and will be deducted from the payment of work.
- (B) The Contractor shall not retain the Engineer of Record for construction staking due to conflict of interest.
- (C) Staking shall be performed and certified by a Registered Land Surveyor in good standing with the Arizona State Board of Technical Registration.
- (D) The staking shall be performed in such a manner and frequency that the Contractor is able to construct the project in accordance with the plans and specifications. At a minimum, staking shall include:
 - (1) Slope or limit stakes
 - (2) Limits of Temporary Construction Easements (TCE)
 - (3) Horizontal and vertical alignment of pipeline

- (4) Valves, tees, horizontal and vertical bends, blow offs, air release valves, tracer wire stations, water meters and hydrant locations
 - (5) Tank and appurtenances
 - (6) Electrical, instrumentation and control facilities, including, but not limited to, antennae pole
 - (7) Site improvements including, but not limited to, retaining walls, curbs, fencing, drainage, chain link fence enclosures, protection posts, gates, etc. The original grade of all retaining walls shall be surveyed and established prior to beginning any earthwork.
 - (8) Cross-sections will be required, at no additional expense to the City, should quantity disputes arise pertaining to the following: earthwork, subgrade, ABC or asphaltic concrete.
 - (9) Curb stakes at all PC's, PT's, vertical PI's (grade breaks), transitions to and from super elevated sections and at 50 foot intervals
 - (10) Blue tops for subgrade and ABC at intervals specified for curb. Quarter crown blue tops shall be required when the typical section is 4 lanes or more without median curb.
 - (11) Other staking as needed to complete the work in conformance with the plans and specifications.
- (E) The Engineer and the Contractor's superintendent shall meet monthly or as necessary to jointly measure all work items under the contract to determine pay quantities for each pay period. Quantities of work items shall be documented on the respective plan sheets and separately in tabular fashion with Station to Station measurements noted to assure there is no duplication of payment for work performed. Measurements will be for work actually completed. No projections for expected completion of work will be allowed.
- (F) All survey data will be referenced to the City Coordinate System in accordance with the City Survey Datum Requirements as noted below.

CITY OF PRESCOTT SURVEY DATUM REQUIREMENTS		
Coordinate Units		International Feet
Distance Units		International Feet
Height Units		International Feet
Datum		
Geodetic (Horizontal) Datum		North American Datum of 1983 (1992), (NAD83 (1992))
Coordinate System		Arizona Coordinate System (State Plane)
Zone		Central (0202)
Vertical Datum		North American Vertical Datum of 1988, (NAVD88)
Geoid Model		GEOID99 (Conus)
City of Prescott Coordinate System (COPCS) – Conversion from State Plane		
COPCS Northing		(State Plane Northing x 1.000329975) – 701,456.0090
COPCS Easting		(State Plane Easting x 1.000329975) + 69,457.2499
Note: Distances computed between COPCS coordinates approximate “ground” distances		
State Plane – Conversion from City of Prescott Coordinate System		
State Plane Northing		(COPCS Northing + 701,456.0090) x 0.999670134
State Plane Easting		(COPCS Easting – 69,457.2499) x 0.999670134
Example – City of Prescott Mingo Base		
Latitude		34°34'29.27969" N
Longitude		112°28'48.72638" W
Height		5587.018'
State Plane Coordinates		City of Prescott Coordinates
Northing	1,301,026.703	600,000.0000
Easting	530,367.742	600,000.0000
Elevation	5,673.561'	5,673.955'

(G) Measurement and Payment: The quantity of construction staking measured for payment shall be the lump sum bid by the Contractor. The contract unit price per lump sum paid for construction staking shall be full compensation for all labor, materials, and equipment to perform the construction staking as described in this section.

105.9 DUTIES OF INSPECTOR

ADD the following:

An inspector is to be assigned to the project by the City to monitor the project and to keep the Engineer informed as to the progress of the work and the manner in which it is being done. Additionally, the Inspector will call the Contractor's attention to any nonconformance with the plans and specifications. Inspection will be done on an as needed or on-call basis. The Inspector will not be authorized to approve or accept any portion of the work. The Inspector will exercise such additional authority only as may from time to time be delegated to him by the Engineer.

105.10 INSPECTION OF WORK

ADD the following:

Inspection is to be done by the City Public Works Department. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the specifications and contract. If the Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the part removed will be paid for as provided in Sections 104 and 105 of these specifications, but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense.

105.15 ACCEPTANCE

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Partial Acceptance: Partial acceptance may be given upon substantial completion of the work at the sole discretion of the Engineer as provided herein. After completion of certain units of work under this contract, such as a structure, utility service, or a section of road or pavement, including all testing and other preparation necessary for operation of the unit by the City as herein specified, but prior to final project completion, the Contractor may request the Engineer to make final inspection of that work for partial acceptance. If the Engineer finds, upon inspection, that the work has been satisfactorily completed in compliance with the contract, the Engineer may accept the work, in writing, as being completed and the Contractor may be relieved of further responsibility for that work. Such partial acceptance shall in no way void or alter any terms of the contract.

(1) For the purpose of this section, substantial completion shall mean that stage in the progress of the work where the work or designated portion is sufficiently complete in accordance with the contract documents so that the City can occupy or utilize the work for its intended use with only minor work items or cleanup items remaining to be accomplished. Partial acceptance shall not be given for incomplete major work items nor minor work items affecting public health and safety.

(2) The units to be included for partial acceptance prior to final project completion will be noted at the time of the preconstruction conference in accordance with Contractor's schedule, or by written notice to the Contractor at the earliest possible time.

(3) The guarantee period for these units shall commence with the date of final acceptance of the entire project by the City. Full payment for these units will not be made until final acceptance of the total work is made.

(4) Acceptance of any portion of the project prior to acceptance of the whole shall not be construed as absolving the Contractor of responsibility for any item of construction or incidental work included in the original contract.

(5) Contract time accounting and/or assessment of liquidated damages shall be suspended on the date of partial acceptance and the Contractor shall complete all remaining work items necessary for final acceptance within 30 calendar days of the date of partial acceptance. The City shall withhold release of retention until all items under the contract have been completed and final acceptance has been issued.

ADD the following subsection to Section 105- Control of Work:

105.16 RECORD DRAWING PREPARATION AND COORDINATION

(A) As-built field data collection and preparation of record drawings will be performed by the Engineer. The Contractor shall notify the Engineer as required in this section, provide access to the work, and cooperate with the Engineer to gather information to accurately depict the as-built conditions. During the construction phase and prior to any backfilling or covering and subsurface improvements, the Contractor shall notify the Engineer of Record and the Engineer of Record will survey the work for the purpose of record drawing preparation. As-built measurements and surveying shall be performed and certified by a Registered Land Surveyor in good standing with the Arizona State Board of Technical Registration. The Engineer shall supply all horizontal and vertical as-built data in ASCII format, including a northing, easting, elevation and description of all work completed under this contract. The Contractor shall aid the Engineer in determining and providing this information. As-built data shall include, but not be limited to all items noted below.

(1) Grading and Drainage Plans

- (a) Finished pad grades: An Average pad grade may be used if the pad is not flat. Pad elevations shall not exceed plus 0.5 feet tolerance (plus 0.2 feet if located adjacent to an existing development). Pad elevations shall not exceed minus 0.2 feet tolerance (0.1 feet if located in a floodplain or adjacent to a wash or channel).
- (b) Flow line elevations of channels
- (c) Hinge point elevations on all slopes and grade breaks
- (d) Percentage of all slopes, flow lines and channels
- (e) Catch basin grates elevation at top of grate
- (f) Inverts of storm drain lines and headwalls
- (g) As-built elevations shall be provided at all drainage control point (i.e. detention overflow point, tops and bottoms of detention basins, drain rims, valley gutters, curbs, curb openings, flow line elevations in swales, etc). As-built enough spot elevations to verify the design intentions are met (i.e. grade breaks, high/low points, scuppers, extreme outfall, etc). Show the direction of drainage flow to illustrate that design intent has been met.
- (h) Provide calculations to verify that actual as-built volume of all detention facilities included on the as-builts, as well as a table which compares the as-built volumes with the approved, required volumes indicated on the design drawings or in the approved drainage report
- (i) Detention calculations shall be revised to as-built condition by the Engineer of Record
- (j) Flow line elevations and/or pipe inverts, grate elevations for catch basins, underground detention storage tanks, and all other drainage structures
- (k) Top of flood walls, retaining walls, and cutoff walls
- (l) Stations, offsets, and invert elevations for spillways and box culverts
- (m) When storm drain lines and appurtenances are included in the grading and drainage drawings, the Contractor shall refer to the storm drain plan record drawing requirements for additional required items

(2) Water/Fire/Reclaimed Water Plans

- (a) All fittings and appurtenances shall be surveyed, including but not limited to the following: valves, bends, tees, reducers blow offs, air release valves, tracer wire stations, water meters, and hydrant locations.

- (i) Valves shall be measured on the nut and center of the cover. If extensions are used, the length of the extension shall be noted.
 - (ii) All fittings shall be measured at the middle of the fitting.
 - (iii) Air release valves shall be measured at the main connection, the air release box, and any major alignment changes between the two.
 - (b) Pipe sizes, lengths and materials
 - (c) Horizontal and vertical separation from existing and new utilities and drainage culverts/storm drain
 - (d) Street centerline station and offset dimension to:
 - (i) All fire hydrants and fittings (e.g. valves)
 - (ii) Main at all changes in alignment
 - (iii) All horizontal control points (e.g. centerline intersects, PC, PT)
 - (e) Centerline station and offset to each service tap; size of tap and meter
 - (f) Note centerline station, offset and elevations to all changes in vertical alignment (e.g. dips, bends, etc. required to avoid conflicts with other utilities). If the water main continues in a straight horizontal and vertical alignment for more than 100 feet, the water main will be surveyed every 100 feet. Sufficient survey measurements shall be taken on horizontal and vertical curves to establish an accurate alignment.
 - (g) The drawings must clearly indicate the specific points of reference. No dimensioning from points of curvature or tangency is acceptable for record drawing purposes. In all cases where the pipeline is constructed within, or parallel in close proximity with the right-of-way, all stationing and dimensioning must be from the nearest appropriate monument line and monument line intersection.
 - (h) When water services are not installed perpendicular to the water main, both the location of the tap at the main and the distance of the meter set from the nearest side property line of the lot must be shown.
 - (i) On phased projects, the phase lines must be clearly shown on the key map and on the plan and profile sheets, and their locations clearly identifiable. Actual pipe end locations relative to phasing lines must be shown by dimensioning or stationing.
 - (j) A complete list of all materials installed and abandoned must be shown. The specific size and material type of each pipeline installed must be shown at every construction reference to that pipe. Any changes to the record drawing must be reflected on the materials list.
 - (k) Water tank and appurtenances
 - (i) Required information for water tanks include, but are not limited to finished floor elevations, footing elevations, inlets, outlets, drains and overflow locations.
 - (ii) Required information for site piping and appurtenances shall follow the requirements of this section.
 - (iii) Manufacturer detail drawings for tanks shall be supplied and sealed by a Registered Engineer.
- (3) Sewer Plans

- (a) The alignments of the main(s) including all horizontal and vertical curves. If the sewer main continues in a straight horizontal and vertical alignment for more than 100 feet, the sewer main shall be surveyed every 100 feet. Sufficient survey measurements shall be taken on horizontal and vertical curves to establish an accurate alignment.
- (b) All manholes, cleanouts, backwater valves, individual services, lift stations, and force main valves shall be surveyed. Structures shall have rim and invert elevations included.
- (c) Pipe sizes and lengths
- (d) Recalculated pipe slopes
- (e) All valves at lift stations and line or isolation valves on force mains shall be measured on the nut and the center of the cover or vault lid.
- (f) Separation from existing/newly installed water main and culverts
- (g) Street centerline station and offset dimension from street centerline to main at manholes
- (h) Sewer line stationing at centerline of each service tap at 90 degrees to main; if not installed at 90 degrees to main, station and offset to end of each service tap.
- (i) New manholes built on existing lines require showing its station from the nearest existing downstream manhole and its distance to the nearest existing upstream manhole.
- (j) Where construction begins with removal of an existing pipe plug or cleanout, 0+00 stationing always begins at the nearest existing downstream manhole. Pipe length measurement and stationing is always from the centerline of the downstream manhole to the centerline of the upstream manhole or cleanout. Do not give partial pipe lengths in plan or profile at match lines. Always indicate the distance between manholes or to cleanouts or pipe ends.
- (k) All as-built adjustments to manhole, cleanout and pipe information shall be shown on both plan and profile, and repeated on every sheet that refers to the same information.
- (l) A complete list of all materials installed and abandoned must be shown. The specific size and material type of each pipeline installed must be shown at every construction reference to that pipe. Any changes to the record drawing must be reflected on the materials list.
- (m) On phased projects, the phase lines must be clearly shown on the key map and on the plan and profile sheets- and their locations clearly identifiable. Actual pipe end locations relative to phasing lines must be shown by dimensioning or stationing.

(4) Paving/Roadway Construction Plans

- (a) Top of curb, flow line, and pavement centerline elevations at all grade breaks, Points of Tangency (PT), Points of Curvature (PC), Beginning Curb Return (BCR), and Ending Curb Return (ECR), valley gutters, spandrels at intersections, plus any other location necessary to adequately show drainage
- (b) Percentage of slope
- (c) ADA ramps including ramp slopes
- (d) Edge of pavement on rural road sections
- (e) Location of traffic signage, signals, poles and cabinets
- (f) Station for all grade breaks

- (g) Back of curb offset dimension at all changes in alignment
- (h) Survey monuments - as-built installation and provide the City Northing/Easting to the hundredth of 1 foot. For street monuments, provide top of monument as-built elevation in addition.
- (i) Distances from monument line to back/face of curb, edge of pavement, and sidewalk; show on plan view or typical detail for street section
- (j) Beginning and ending stations and elevations for all traffic calming devices
- (k) Stations, offsets, and invert elevations for spillways and box culverts
- (l) Flow line elevations and/or pipe inverts, grate elevations for catch basins, underground detention storage tanks, and all other drainage structures
- (5) Traffic Signal Plans
 - (a) Street centerline station and offset dimension to all fixture poles, cabinets, boxes, or other signal related furniture
 - (b) Horizontal location of conduit along with elevations to top of conduit
- (6) Signing and Striping Plans
 - (a) Street centerline station and offset dimension to all signage, painted arrows, wording, and symbols
 - (b) Face of curb dimensions to all striping
- (7) Storm Drain Plans
 - (a) Street centerline station and offset dimension to the main at all changes in alignment and/or changes in grade
 - (b) Street centerline station and offset dimension to all structures and changes in alignment
 - (c) Top and invert elevations for all structures
 - (d) Drainage pipe inverts
 - (e) Finish elevation for catch basins
 - (f) Invert elevations of box culverts
 - (g) Headwall data shall include top of wall/wingwall, footing elevations, inverts, and apron boundaries whether concrete or rip-rap
 - (h) Length of catch basin wings
 - (i) Drainage ditches, swales, and channels; the flow line and sufficient cross sections (minimum of 50 foot intervals) including grade changes, shall be provided
- (8) Landscaping
 - (a) Revise as needed to reflect the addition, removal, relocation or change of irrigation main lines, plant materials or hardscape
- (9) Street Light Plans
 - (a) Record drawings for street lights are required to have the Arizona Public Service (APS) ID number of each street light noted on the plan

(b) Street centerline stationing and offsets for street lights

(B) Prior to backfilling or covering any work, the Contractor shall notify the Engineer 48 hours in advance in writing for the item of work. The minimum 48 hours notice time shall not include weekends or holidays. The notification shall be via e-mail to both the City and the Engineer.

(C) The Contractor must provide access for the Engineer to verify all as-built information prior to backfilling or covering. The Contractor shall not backfill or cover an item of work until verification has been completed by the Engineer. If the Contractor backfills or covers an item of work prior to being measured or recorded by the Engineer, the Contractor at the direction of the Engineer shall uncover the item of work at no additional cost to the City.

(D) The Contractor shall maintain on site, available to the City and Engineer at all times, 1 redlined copy of all project plans and documents including drawings, specifications, addenda, approved shop drawings, and change orders which reflect all changes and modifications made during construction of the project. The redline copy shall be updated on a weekly basis in preparation for the weekly as-built field meeting. The Contractor shall maintain the plans and documents in good order and shall provide the Engineer with a redlined copy of all plans and documents upon completion of the project or upon termination of the contract.

(E) Weekly field meetings with the Contractor, Engineer and City shall occur to review as-built information for conformance with the specifications. The Contractor shall provide the Engineer with a schedule of work items to be constructed in the upcoming 30 day period, including approximate dates of installation prior to backfilling or covering. The Contractor field redlines will be reviewed for notation of changes in the work. Missing, erroneous or deficient data must be corrected by the Contractor at no additional cost to the City.

(F) Measurement and Payment: No separate measurement and payment shall be made for record drawing preparation and coordination. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

SECTION 106: CONTROL OF MATERIALS

106.1 SOURCE OF MATERIALS AND QUALITY

ADD the following:

The Contractor shall submit in writing all materials to be used in the project in accordance with ADOT Specifications 106 and 730-4.

Where equipment, materials, or articles are referred to in the specifications as “or equal”, or “equal to” any particular standard, the Director shall decide the question of equality.

Wherever any standard published specification is referred to, the latest edition or revision, including all contract amendments, shall be used unless otherwise specified. Materials of a general description shall be the best of their several kinds, free from defects, and adapted to the use for which provided. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials (ASTM), where applicable. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted.

All work shall be done and completed in a thorough, workmanlike manner notwithstanding any omission from these specifications or from the plans; and it shall be the duty of the Contractor to call the Director's attention to apparent errors or omissions and request instructions before proceeding with the work. The

Director may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original specifications or plans.

Materials which will require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection.

Nothing in the contract shall be construed as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the City upon being so attached or affixed and accepted.

106.2 SAMPLES AND TESTS OF MATERIALS

REMOVE the second paragraph in its entirety and REPLACE with the following:

The City will pay for the initial or normal test required by the Engineer as provided by Section 106.9 of these specifications. All Quality Control initial or normal testing will be performed by the Contractor's Quality Control subcontractor, at no cost to the City. Additional tests, required due to failure of the initial or normal test(s), shall be paid for by the Contractor for both Quality Control and Quality Assurance testing. The Engineer will designate the laboratory which will accomplish the additional test(s).

106.4 TRADE NAMES AND SUBSTITUTIONS

ADD the following:

Requests relative to substitutions for materials or equipment specifically designated on the plans or in the specifications shall be accompanied by complete data on which the Director can make determination on the merits of the proposed substitution. The written request shall state how the product proposed for a substitution compares with or differs from the designated product in composition, size, arrangement, performance, etc., and in addition, the request shall be accompanied by documentary evidence of equality in price and delivery or evidence of difference in price and delivery. Data on price shall be in the form of certified quotations from suppliers of both the designated and proposed items. All items accepted for substitution shall be subject to all applicable provisions of the specifications.

Should substitution be allowed under the foregoing provisions, and should the item subsequently prove to be defective or otherwise unsatisfactory for the service for which it was intended, the Contractor, shall without cost to the City, and without obligation on the part of the Director, replace the item with the material originally specified.

106.5 STORAGE OF MATERIALS

ADD the following:

Protection of materials and equipment stored on the site shall be the responsibility of the Contractor. The City reserves the right to direct the Contractor to provide proper means of protection for materials if such is deemed advisable by the Director; however, the exercise of or failure to exercise this right shall not be deemed to relieve the Contractor of the Contractor's primary responsibility for protecting the material and equipment. The Contractor shall provide suitable warehouses or other adequate means of protection for such if the materials and equipment require storage and protection. The Contractor shall store and care for the materials and equipment in the most suitable manner to protect them from distortion, rain, dust, or other damage. The cost of replacing any material or equipment damaged in storage shall be borne by the Contractor, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve the Contractor of the Contractor's primary responsibility.

No motor shall be left uncovered or unprotected.

ADD the following subsection to Section 106- Control of Materials:

106.9 QUALITY ACCEPTANCE TESTING

- (A) The Engineer may provide quality acceptance sampling and testing. The number of tests and location of each shall be determined by the Engineer.
- (B) The Contractor and the Engineer's representative shall coordinate on a daily basis the following day's work schedule and any testing that may be necessary.
- (C) Construction quality acceptance testing performed by the City 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.
- (D) Measurement and Payment: No separate payment shall be made for Contractor Quality Control. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items. An independent geotechnical firm shall perform all quality control testing. The Contractor shall furnish copies of all test results to the City on a weekly basis.

The expense of the initial quality acceptance sampling and testing shall be paid for by the City. Additional tests, required due to failure of the initial or normal test(s), shall be paid for by the Contractor for both Quality Control and Quality Assurance testing at no expense to the City. The Engineer will designate the laboratory which will accomplish the additional test(s).

SECTION 107: LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

ADD the following subsection to 107.1 Compliance with Laws:

107.1.1 Compliance with Federal and State Laws

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with 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, the Contractor hereby warrants to the City that the Contractor and each of its 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 Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the subcontractors to ensure compliance with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any of the subcontractors 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 (A).

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by building or transportation facility or improvement to real property.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.2 Employment Provisions

Subject to existing law, and regulations, illegal or undocumented aliens will not be employed by the Contractor for any work or services to be performed pursuant to this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract. The Contractor agrees to comply with the provisions of Sections 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C. 1324a(a)(1)(A) and 1324a(a)(2)) (the “INA employment provisions”), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented aliens. Under the terms of this agreement, the Contractor shall not knowingly hire or employ for any work performed pursuant to this contract any workers or employees not lawfully authorized to work under the provisions of the Immigration and Nationality Act or any other applicable Federal or State laws. Violation of the provisions of this section shall be deemed a material breach of this contract.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.3 Independent Contractor Status

It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.4 Nondiscrimination

The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited

by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.5 Americans with Disabilities Act

The Contractor shall comply with all Federal, State and local nondiscrimination statutes in the operation, implementation and delivery of, including State and Federal civil rights and disabilities laws. In particular the Contractor shall ensure that the City's obligations for program, facility and service accessibility in Title II of the Americans with Disabilities Act are complied with in all activities arising under this contract, and shall hold harmless the City for any and all loss, including but not limited to damages, costs or expenses, incurred or arising from any alleged violations of the Americans with Disabilities Act under the auspices of this contract unless resulting from an intentional or actual negligent act of the City and its employees. Failure to comply with the nondiscrimination or accessibility requirements herein shall be construed as nonperformance and may result in termination of funding, civil action or both.

ADD the following subsection to 107.2 Permits:

107.2.1 Permits, Taxes and Licenses

Except as otherwise provided in the specifications, it is the duty of the Contractor to procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. All applicable permits, licenses and taxes are the responsibility of the Contractor.

City permit fees are waived for contractors performing work on City capital improvement projects.

107.5 SAFETY, HEALTH AND SANITATION PROVISIONS

REMOVE the first paragraph in its entirety and REPLACE with the following;

The Contractor shall provide and maintain, in a neat and sanitary condition, suitable and adequate sanitary conveniences for the use of all persons employed on the project. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the project, all such sanitary conveniences shall be removed and the premises left in a sanitary condition.

On all projects, with respect to sanitation facilities, for which Federal funds are allocated, the Contractor shall cooperate with and follow directions of representatives of the Public Health Service and the Arizona State Department of Health. Federal, State and County public health service representatives shall have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

ADD the following:

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

At least 1 fire extinguisher, rated at least 2A, shall be provided on the job site.

All construction hoists, elevators, scaffolds, stages, 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.

Machinery, equipment and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Administration.

First aid facilities and information posters conforming at least to the minimum requirements of the Occupational Safety and Health Administration shall be provided in a readily accessible location or locations.

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 make all reports as are, or may be, required by the Engineer or any authority having jurisdiction, and permit all safety inspections of the work being performed under this contract. Before proceeding with any construction work, the Contractor shall take all the necessary action to comply with all provisions for safety and accident prevention. In the event the Contractor fails to comply with said safety provisions or directions of the Engineer, the Engineer without prejudice to any other rights of the City, may issue an order stopping all or any part of the work.

Thereafter, a start order for resumption of the work may be issued at the discretion of the Engineer when in the Engineer's opinion the defection from safety requirements has been corrected. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

107.6 PUBLIC CONVENIENCE AND SAFETY

ADD the following:

(A) Maintenance of Traffic

(1) Unless otherwise provided, streets and roads subjected to interference by the prosecution of work shall be kept open to all traffic and maintained by the Contractor until the work is complete. When so requested by the Contractor and approved by the Engineer, the Contractor may by-pass traffic over an approved detour route. Regardless of whether it is through or local traffic, the Contractor shall keep the portion of the project being used by traffic in such condition that traffic will be adequately accommodated. A City approved traffic control plan and right-of-way permit is required prior to the detour.

(2) The Contractor shall also provide and maintain in a safe condition temporary approaches or crossings, intersections with trails, roads, streets, businesses, parking lots, driveways residences, garages and farms. The Contractor shall also be required to remove snow as directed by the Engineer.

(3) Before any detour is opened to traffic, the Engineer shall have been satisfied that traffic is able to proceed in a safe manner.

(4) The Contractor shall bear all expense of maintaining traffic over the road being improved as well as constructing, maintaining and subsequently removing the Contractor requested detours, approaches, crossings, intersections and other features as may be necessary without any direct compensation.

(5) Except as otherwise shown or specified, off-site access roads shall be adequately maintained, graded-earth roads. Such roads shall be built only in the public right-of-way or easements obtained by the City. If the Contractor elects to build along some other alignment, he shall obtain, without additional cost to the City, the necessary right-of-ways or easements.

(6) The Contractor shall remove all unnecessary signage from the project area daily. If unnecessary signage is left, the City will contact the Contractor to remove it immediately. If the Contractor fails to remove the signage in a timely manner, the City will remove the signage at the Contractor's expense.

(7) Sidewalks shall be maintained to allow pedestrian foot traffic without obstruction. If a sidewalk must be closed, the Contractor shall maintain adequate prior warning for pedestrians to safely cross the street with as much advance notice as possible. Where sidewalk is not present, a City approved pedestrian detour shall be provided.

(B) Access to Businesses/Residences

(1) The Contractor shall provide to all residents and businesses affected by the project, access to 1 of their driveways at all times except as modified by the following: If the 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. The Contractor shall provide the Engineer with signed evidence of a mutually accepted agreement between the property owner/business manager/residential manager and the Contractor prior to said closure.

(2) Direct access shall be provided at all times to fire engine houses, fire hydrants, hospitals, police stations and at all other agencies or services where emergencies may require immediate access to same.

(C) Safety

(1) The safety and convenience of the general public and the residents along the project and the protection of persons and property shall be provided for by the Contractor in accordance with the requirements of this contract.

(2) The Contractor shall submit a safety plan to the Engineer at the preconstruction conference. The plan shall detail the procedures the Contractor will implement to satisfy the Occupational Safety and Health Administration (OSHA) and the Arizona Division of Occupational Safety and Health (ADOSH) Guidelines related to the worker as well as public safety in construction of excavations, structures and confined air spaces as identified by the Engineer. The Contractor's safety plan shall include the requirement that all workers and visitors must wear hard hats while within the project limits.

(3) The safety plan submitted by the Contractor shall include proposed methods to prevent unauthorized persons from gaining access to the work areas.

(4) In conjunction with the safety plan, the Contractor shall furnish and install 72 inch temporary chain link fencing, or approved equal satisfactory to the Engineer, around any unattended excavation deeper than 4 feet with slopes steeper than 2:1. Temporary fencing shall completely enclose the referenced construction activity and shall be secured after normal working hours to prevent unauthorized access.

(5) Unless otherwise approved in writing by the Engineer, open utility trenches shall be limited to 50 feet in length except for cast-in-place pipe installations and during non-working hours shall be covered with steel plate in a manner satisfactory to the Engineer. Appropriate warning signs shall be installed when steel plates are left during non-work hours. Any traffic control signing shall be included in the traffic control line item(s) for the project.

107.6.1.1 Contractor's Marshaling Yard when the Agency is the Contracting Party:

ADD the following to item (F):

The Contractor will be fully and solely responsible for any and all adverse impacts and damages caused by the Contractor's operations on the property and the settlement of all claims pertaining thereto. The failure of the Contractor to comply with these provisions will result in the retention of some portion of the Contractor funds, payable under the contract, until such claims are resolved.

107.6.2

ADD the following:

In inhabited areas, particularly residential, operations shall be performed in a manner to minimize unnecessary noise generation. Particular consideration shall be given to noise generated by construction, repair and/or service activities during the night hours in residential areas. No construction, repair or service activities shall be conducted between the hours of 6:00 PM and 7:00 AM, without prior approval of the City.

107.7 BARRICADES AND WARNING SIGNS

ADD the following:

Excavations on project sites from which the public is to be excluded shall be marked or guarded in a manner appropriate for the hazard.

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 agents.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

ADD the following to the first paragraph:

Any land monuments and property marks displaced by the Contractor shall be replaced at the Contractor's expense in accordance with Section 405 of these specifications and to the City Surveyor's satisfaction, including filing of new record of survey if monuments could not be reestablished to pre-project conditions.

ADD the following:

The Contractor shall replace or repair any damage done to driveways and walks to not less than the condition existing prior to the Contractor's work.

Streets and roads subjected to interference by the prosecution of this work shall be kept open and maintained by the Contractor until the work is completed.

All trees and shrubbery within the right-of-way or easements shall be protected by the Contractor insofar as practicable. In the event shrubbery or trees must be trimmed, or removed, the Contractor shall notify the property owner to do so within a reasonable time prior to construction. All shrubbery or trees not removed by the property owner shall be trimmed or removed by the Contractor and hauled from the job at the Contractor's expense. All trees, shrubs, hedges, brush, etc. designated on the plans, or by the Director for removal, shall be completely removed and disposed of as indicated on the plans or as specified by the Director.

The Contractor shall contact the owners of any drainage ditches, irrigation lines, and appurtenances, which interfere with the work and shall make arrangements for dry-up or scheduling of water deliveries as necessary. The Contractor shall be liable for any damage due to irrigation facilities damaged by the Contractor's operations and shall repair such damaged facilities to an "equal or better than" original condition.

In excavation, fill, and grading operations, care shall be taken to disturb the pre-existing drainage pattern as little as possible. Particular care shall be taken not to direct drainage water onto private property or into streets or drainage ways inadequate for the increased flow.

Mailboxes and traffic signs removed during construction shall be installed in “like kind” and shall be considered incidental to the unit prices for work included in the bid schedule, provided they are not in the bid schedule.

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

Measurement and Payment: No separate payment will be made for restoration of items impacted by the Contractor’s construction operation and the cost of these items shall be included in the unit bid prices in the bid schedule, unless specifically called out in the bid schedule as protection and restoration of property and landscape.

107.10 CONTRACTOR’S RESPONSIBILITY FOR WORK

ADD the following:

(A) The Director shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the contract. The Contractor shall immediately comply with the written order of the Director to suspend work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as reviewed and accepted in writing by the Director.

(B) In case of suspension of work for any cause whatsoever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

(C) If the performance of all or any portion of the work is suspended or delayed by the Director in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Director, in writing, a request for an adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(D) Upon receipt, the Director will evaluate the Contractor’s request. If the Director agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Director will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Director’s determination whether or not an adjustment of the contract is warranted. In the event an adjustment of the contract is warranted a contract amendment shall be executed by both parties evidencing mutual agreement to same.

(E) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time limits prescribed.

(F) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

Add the following subsection to 107.13 Personal Liability of Public Officials:

107.13.1 Non-Responsibility of the City

Indebtedness incurred for any cause in connection with this work must be paid by the Contractor, and the City is hereby relieved at all times from any indebtedness or claim other than payments under terms of the contract.

ADD the following subsection to Section 107- Legal Regulations and Responsibility to Public:

107.15 PUBLIC RELATIONS

107.15.1 Public Notice

Unless otherwise directed, the Contractor shall issue written notification to those residents affected by the project. The notification shall contain, at a minimum: (1) Type of Work (2) Contractor Name, Phone Number and Point of Contact (3) Duration of Project (4) Date Project Commences (5) Description of the Project Site (6) Contractor's After-hours Point of Contact and Phone Number.

The Contractor is required to post public notification signs at all entrances to the project specifying the following information: (1) Project Name and Description (2) Construction Calendar (3) Contractor Name and Phone Number for both Day and Night (4) City Public Works (928) 777-1130.

The sign size and legend shall be appropriate for the intended purpose and be easily read. Sign background shall be blue with white letters. The sign size and legend content shall be approved by the Director prior to sign manufacture. All signs shall be posted prior to commencement of any work on the project. Signs will be removed by the Contractor upon final acceptance of the project. No direct payment shall be made for said signs. The cost of such signs shall be considered incidental to the project, unless otherwise noted.

107.15.2 Community Relations Organization

The Contractor shall be required to furnish a private telephone line to be used solely for receiving incoming calls from local citizens with questions or complaints concerning construction operations or procedures. The Contractor shall be required to publish this telephone number and maintain a 24 hour answering service. The answering service shall be manned by the Contractor's personnel during all hours during the course of construction that there is work being performed on the project. The Contractor shall maintain a log of incoming calls, responses, and action taken, which shall be submitted to the Engineer weekly and upon request.

The Contractor shall retain the services of a community relations organization for the project. The Contractor shall submit for approval, to the Engineer, the resume of the proposed community relations organization. Included in the resume shall be the names and credentials of the staff. The community relations organization shall be proactive and knowledgeable in the means and effectiveness of various notification techniques. The Engineer will rely on the organization's experience and suggestions in the presentation of information to the public. The Engineer will review the resume and possibly interview the organization. The Engineer will notify the Contractor within 10 calendar days of the acceptability of the community relations organization. Upon notification by the Engineer of an acceptable community relations organization, the Contractor shall hire the organization.

The community relations organization's activities shall include, but not necessarily be limited to:

- Printing and distribution of public notices
- Providing media news releases after review by the Engineer
- Planning and attending other public meetings as required by the Engineer
- Planning or otherwise participating in the dedication ceremonies as requested by the Engineer

- Possess the means for the development and fabrication of newsletters, notices, posters and demonstration boards
- Providing telephone “Hot Line” 24 hour service

The Contractor shall have a community relations organization on board prior to the preconstruction conference, a meeting in which the community relations organization will have an important participatory role.

The community relations organization shall develop a community relations program. The program shall include but not necessarily be limited to:

(A) Distributing a preconstruction information letter to all residents, businesses, schools and churches affected by the project or use of staging areas, and within an area determined by the Engineer, which shall contain, as a minimum, the following information:

- Name of contractor
- A 24 hour informational telephone number
- Brief description of project
- Names of project manager and superintendent (Contractor)
- Name of project engineer (Public Works Department)
- Construction schedule including anticipated work hours
- Traffic regulations including lane restrictions
- Time and place for the preconstruction conference. This notification shall be delivered a minimum of 5 working days prior to the meeting date.

(B) Holding a preconstruction community meeting with affected neighbors, businesses, schools, churches, etc., as directed by the Engineer.

(C) Scheduling and conducting progress meetings, as required, with the affected business tenants and property owners, as directed by the Engineer.

(D) Printing and mailing of public notices and/or newsletters, including a list of the names, addresses and receipt of postage or delivery for recipients of these newsletters and/or notifications.

(E) Holding other public meetings, as required by the Engineer.

(F) The community relations organization shall use the means (Items A through E) or others to inform the local citizens of operations which may create changes to the norm such as high noise levels, road closures, limited access, haul routes, changes to material delivery routes, unusual hours of construction, disruption of bus routes or changes to other passenger delivery/pick-up routes.

(G) Newsletters shall be distributed each month. A final draft shall be submitted to the Engineer for review and approval at least 2 days before the planned distribution. Each distribution area shall be approved by the Engineer. Each distribution shall include 1 electronic copy and 12 hard copies for the Engineer.

(H) The community relations organization shall keep daily personnel time logs which shall include the name of the employee, date of work, amount of time worked, description of work performed and project number.

Measurement and Payment: The bid schedule includes an allowance for public relations for the purpose of encumbering funds to cover the cost of public relation services. The amount of the allowance is determined

by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total bid for the project.

It shall be understood that this allowance item is an estimate only. The allowance shall not be used without approval of the Engineer, and in no case shall exceed the allowance.

Reimbursement for public relations shall be based on the community relations organization invoice cost, plus an allowable markup to the prime Contractor of 15 percent, for those services approved by the Engineer.

107.15.3 Publicity Releases

The Contractor and the Contractor's subcontractors and suppliers, if any, shall not reveal to others through literature, brochures, or other types of publicity releases any information regarding the work or the Contractor's activities or participation on the project without prior written approval from the Director. Any and all jobsite photographs taken by the Contractor, subcontractor or others must be processed in duplicate form with copies provided to the Director. No project photographs shall be released to others without prior written approval of the Director.

ADD the following subsection to Section 107- Legal Regulations and Responsibility to Public:

107.16 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

The project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) stormwater requirements for construction sites under the Environmental Protection Agency (EPA) delegation to ADEQ for the Construction General Permit for Arizona. The following specifications shall apply:

(A) General Requirements

The Contractor shall comply with AZPDES stormwater requirements for construction sites under the ADEQ Construction General Permit for Arizona. Under provisions of that permit, the Contractor shall be designated as permittee and shall be responsible for providing the necessary labor and materials, and for taking the appropriate measures to assure compliance with the AZPDES Construction General Permit for Arizona as well as other Federal, State and local requirements pertaining to stormwater discharges. As the permittee, the Contractor is responsible for completing, in a manner acceptable to ADEQ, all documents required by this regulation including the following:

- (1) The SWPPP shall be sealed by a professional engineer licensed in the State of Arizona.
- (2) The SWPPP for the project including certification form. The Contractor will be required to update and revise the SWPPP as necessary throughout the construction of the project in order to assure compliance with ADEQ permit requirements. The completed SWPPP shall be kept on the project site at all times during construction of the project.
- (3) Notice of Intent (NOI) to be covered by AZPDES Construction General Permit for Arizona including certification of signature.
- (4) Notice of Termination (NOT) of coverage under AZPDES Construction General Permit for Arizona (upon project completion).

ADEQ's website <http://www.azdeq.gov/node/524> provides guidance for NOI submittal and SWPPP templates.

(B) Submittals

(1) Preliminary copies of the NOI and SWPPP shall be submitted to the Engineer at the time of the preconstruction conference. Any necessary revisions to the SWPPP shall be subject to review by the Engineer, before submitting to ADEQ.

(2) The Contractor shall submit completed, signed NOI forms to ADEQ at least 48 hours prior to the initial start of construction on the project. The completed, signed NOI form shall be submitted to ADEQ.

(3) Failure by the Contractor (or any of its appropriate subcontractors) to submit the NOI forms within the required time frame shall result in delay of the start of construction. Any delay resulting from the Contractor failing to fulfill these requirements shall not extend the completion date of the contract unless authorized by the City. The Contractor shall submit a completed copy of the NOI prior to Notice to Proceed. A copy of the completed NOI shall be posted on the construction site and a copy of the SWPPP shall be kept on the construction site.

(C) Contractor Responsibilities

(1) It is the Contractor's responsibility to perform inspection of all stormwater pollution control devices on the project as required under the AZPDES Construction General Permit for Arizona.

The Contractor shall prepare reports on these inspections and retain these reports for a period of 3 years following project completion as required under the AZPDES Construction General Permit for Arizona. Inspection reports shall be submitted monthly to the contracting agency along with payment requests. The Contractor shall maintain all stormwater pollution control devices on the project in proper working order, including cleaning and/or repair during the duration of the project.

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

(D) Upon total project completion, acceptance, and de-mobilization, the Contractor shall submit a completed, signed NOT form to ADEQ with copies to the same agencies who received copies of the NOI, thereby terminating all AZPDES permit coverage for the project.

Measurement and Payment: Payment shall be at the lump sum unit price bid in the contract documents for all material, labor, and other incidental costs relating to the provision, installation, and maintenance of items relating to this permit during project construction. Such incidental costs shall include the Contractor's costs in order to assure proper operation of the pollution-control devices installed including all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events or other runoff or releases on the project.

SECTION 108: COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED

ADD the following to item (A):

(1) The Contractor shall not work on any part of the project or incur any expenses or obligations until a Notice to Proceed has been issued by the City.

(2) The Notice to Proceed will be delivered to the Contractor by first class mail, electronically and/or delivered in person.

108.2 SUBLETTING OF CONTRACT

REMOVE item (E) in its entirety and REPLACE with the following:

(E) The Contractor shall perform more than 40 percent of the dollar value of the work (by total contract amount) involved in the project with the Contractor's own forces. Total subcontracted amounts shall be limited to less than 60 percent of the dollar value of the work (by the total contract amount). For purposes of this requirement, materials purchased directly from suppliers and installed by the Contractor's own forces shall be included in the Contractor's total and materials installed by subcontractors, regardless of who originally purchased them, will be included in the subcontractor's totals.

ADD the following:

(F) All subcontractors and purchase orders for equipment shall state and establish guaranteed delivery dates, at such times as determined by the Contractor, which will allow the Contractor to complete the project within the contract time.

(G) The Contractor shall furnish the Subcontractors List form with the Contractor's bid including the estimated amount of each subcontract. Additionally, a duplicate copy of each subcontract, including lower tier subcontracts, shall be delivered to the Director upon award of the project and prior to the issuance of the Notice to Proceed.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

ADD the following:

At the preconstruction conference the Contractor shall submit for review by the Engineer a complete construction schedule. The Engineer reserves the right to reject construction schedule submittals when in the Engineer's opinion the schedule lacks the proper detail. It shall be the responsibility of the Contractor to maintain overall coordination of the project. Based on the general contract construction schedule prepared in accordance with these specifications, the Contractor shall obtain from each of the Contractor's subcontractors a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating changes necessitated by unforeseen difficulties.

(A) The construction schedule shall indicate the time of starting and completing each major phase of the project and such intermediate phases as will serve for well-defined control points. The schedule shall be of sufficient detail to define the critical path for project completion. It shall also indicate the scheduled receipt of major items of equipment and the items of equipment installation dates of which is critical to the scheduled progress of the project. Two week look-ahead schedules will be provided by the Contractor at each weekly construction meeting. The comprehensive project schedule shall be updated and submitted monthly. Such updates shall include and accurately reflect additional work, changes in the work, delays to individual items of work and reasons therefore along with the extent of delay and any other items affecting the progress of the project.

(B) Failure by the Contractor to provide the weekly and monthly updates will result in the City withholding an amount equal to 5 percent of the monthly pay estimate relative to the billing period in which the schedule updates are to be provided. Said 5 percent withholding will be retained by the City until the required schedule updates are submitted by the Contractor, reviewed by the City and found to be current. When the schedule updates are determined to be in conformance with the provisions herein the 5 percent retainer will be released with the next monthly payment.

(C) The construction schedule shall serve as an index of progress prosecution as contemplated by the Contractor. In the event the actual construction progress varies substantially from the scheduled progress, the

Engineer will require and the Contractor shall be required, within 10 calendar days written notice, to provide a revised construction schedule, giving in detail the particular changes in production as estimated by the Contractor to complete the work within the specified contract time. Time is of the essence in this regard.

ADD the following subsection to 108.4 Contractor's Construction Schedule:

108.4.1 Project Meetings

(A) It shall be the responsibility of the Contractor to conduct weekly meetings to be attended by representatives of subcontractors, utilities, the City and other interested parties for the purpose of keeping the project on schedule and to provide for necessary coordination of the work of the various parties. The Contractor shall take minutes at each meeting for distribution to all attendees the following week. The minutes shall be of sufficient detail to accurately recount the meeting discussion, including but not limited to progress, work schedule, submittals and certifications, utilities, construction issues, contract changes, safety and traffic control, action items, and resolved and unresolved issues.

(B) Additionally the Contractor shall furnish the Director with written weekly project status reports at the beginning of each weekly project meeting. The report shall cover the work of the preceding work week and shall include the following for each week:

- (1) A comprehensive daily list of the Contractor's men and equipment performing the work on the jobsite.
- (2) A comprehensive daily list of the Contractor's subcontractor's men and equipment, if any, performing the work on the jobsite.
- (3) A brief description of the work performed by the Contractor and Contractor's subcontractors, if any.
- (4) The estimated percentage of each portion of the work performed for the period together with the total percentage of each portion of the work performed to the date of the report.
- (5) A detailed summary of each work stoppage, if any, occasioned by the City, other contractors, or other designated reasons, which were beyond the Contractor's control.
- (6) Comments or exceptions to prior weekly meeting minutes shall be addressed at each subsequent construction meeting.

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME

ADD the following:

It is the Contractor's responsibility to establish construction methods and a construction schedule, which will facilitate the completion of work required by this contract within the contract period and with full consideration for the season during which the work is scheduled. Judgment as to hazardous conditions shall be made by the Director.

To receive consideration for an extension of time, a request must be made in writing to the Director stating the reason for said request, and such request must be received by the Director as soon as reasonably practicable when the Contractor has knowledge or should have known of the delay causing event, condition or circumstances, but in no event later than immediately following the end of the delay-causing condition. The extension of time allowed shall be as determined by the Director and approved by the City. In setting the contract time, it has been assumed that up to 5 working days may be lost as a result of weather conditions which will slow down the normal progress of work; therefore no extensions in contract time will be allowed for the first 5 working days lost due to bad weather conditions. An extension of time may be granted by the City after the expiration of the time originally fixed in the contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.

Any extension of time shall not release the sureties upon any bond required under the contract. Extensions of time in and of themselves will not be a basis for a request of additional compensation by the Contractor.

Any delays in the project, or extensions of time which may be granted, shall not entitle the Contractor to any additional compensation or monies whatsoever, including but not limited to compensation for loss of anticipated profits, extended overhead, unabsorbed home office overhead, or any other payments, unless expressly agreed to by the City in a duly executed and approved contract amendment.

108.8 GUARANTEE AND WARRANTY PROVISIONS

REMOVE the first paragraph in its entirety and REPLACE with the following:

The Contractor shall guarantee the work against defective workmanship and materials for a period of 2 years from the date of its final acceptance under the contract, ordinary wear and tear and unusual abuse or neglect excepted.

During the 2 year guarantee period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within 5 calendar days after written notice by the City, it is agreed that the City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor.

108.10 FORFEITURE AND DEFAULT ON CONTRACT

ADD the following:

In accordance with Section 109 of these specifications, if the Contractor fails, neglects, or refuses to perform work tasks necessary for the completion of the total job; replace defective work; to repair or resurface, in a manner that is acceptable to the City and Engineer, public right-of-ways disturbed by the Contractor's work which are a nuisance, hazard, 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 3 calendar 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 and Engineer, the City will proceed to have the work accomplished by others or by itself and deduct the costs thereof from amounts due to the Contractor.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

108.11 TERMINATION OF CONTRACT

ADD the following:

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

SECTION 109: MEASUREMENTS AND PAYMENTS

109.2 SCOPE OF PAYMENT

ADD the following:

The Contractor shall maintain any and all documentation to substantiate all costs on the project, including but not limited to those items included in force account computations, computations reflecting the actual cost of work on the project and computations substantiating any claimed increases or additional costs incurred in the project by the Contractor, and shall make those records available to the City (or provide copies thereof to the City) within 24 hours of request by the City. The failure of the Contractor to maintain and produce the foregoing documentation will preclude the Contractor from being entitled to any additional payments for any additional work in question.

109.4 COMPENSATION FOR ALTERATION OF WORK

ADD the following:

New or additional work will be classed as extra work when determined by the Director that such work is not covered by the contract.

The value of such work or change shall be determined and paid for with a contract amendment in one of the following ways according to the contract amendment procedure set down by the Public Works Department, and at the option of the City:

- (A) As may be mutually agreed upon by the City and the Contractor.
- (B) By unit prices in accordance with the Contractor's bid.
- (C) By lump sum based upon the Contractor's estimate and the Director's review and acceptance of the estimate.
- (D) By force account in accordance with the requirements of that section.
- (E) The Contractor shall do such extra work and furnish material and equipment therefore upon receipt of an accepted contract amendment or other written order of the Director. In no case shall work be undertaken without written notice from the Director to proceed with the work. In absence of such contract amendment or other written order of the Director, the Contractor shall not be entitled to payment for any extra work. All contract amendments must be approved by the Director. Contract amendments over \$25,000.00 must be approved by City Council.
- (F) In the event that the Contractor and the City cannot agree on the compensation to be paid to the Contractor prior to the issuance of a contract amendment, then and in that event the City has the option of terminating the contract with the Contractor or directing the Contractor to proceed and to receive compensation pursuant to the force account provisions herein. In the event that this contract is terminated by the City pursuant to this subsection, the Contractor shall only be paid for those services performed to date of the City's Notice of Termination, said payment to be based upon the unit prices as set forth in the Contractor's bid. In no event shall the Contractor be entitled to additional compensation for lost profits, mobilization or de-mobilization costs, loss of anticipated profits, extended overhead, unabsorbed home office overhead, or any other payments other than for work actually performed as based upon unit prices. In the event that there are no unit prices pertaining to work in question, then and in that event the Contractor's compensation for early termination pursuant to this subsection shall be based upon force account as here-in-before described.
- (G) It is expressly agreed that in the event of a contract amendment, any compensation due the Contractor shall be set forth in the contract amendment, and shall be considered full and complete payment (if any) for any and all work related costs, including but not limited to labor, materials, equipment, supervision, field office overhead, extended home office overhead, unabsorbed home office overhead, taxes, bonds, insurance and profits. Additionally, the Contractor shall not be entitled to any additional compensation based upon a contract amendment (or the accumulation of contract amendments) unless specifically set forth in that contract amendment.

(H) In the event that the Contractor submits a proposed contract amendment, the Director shall have 10 days after receipt of the Contractor's written proposed contract amendment to either accept or agree to the contract amendment under the above provisions or deny such proposed contract amendment. If necessary to assess the proper purpose and function of a Contractor's proposed contract amendment, because of the proposed contract amendment's complexity or scope, the Director may either accept and agree to the contract amendment or deny such proposed contract amendment under the above provisions beyond such 10 day period and for an additional reasonable period commensurate with the nature of the proposed contract amendment. The failure of any party to take any action within the time periods or in the manner specified in the subparagraph shall be deemed a waiver of that party's right to recover for such delay in acting.

109.5 ACTUAL COST WORK

ADD the following:

The basis of payment for construction of the project shall be unit prices for all work actually performed in accordance with the specifications and scope of work, and shall include all labor and materials incorporated in the completed work.

Upon final inspection and acceptance of the work, the City will pay the Contractor the amount earned under the Contract, as provided herein.

ADD the following subsection to 109.5 Actual Cost Work:

109.5.8 Force Account

The compensation for force account work performed by the Contractor shall be approved by the Director in the following manner:

(A) Labor: The Contractor shall provide monthly certified payroll reports for all labor and for foremen in direct charge of the specific operations. The Contractor will be compensated as follows:

- (1) The actual cost of wages paid by him but at rates not to exceed those for comparable labor currently employed on the project as determined by the Director.
- (2) The actual cost of social security taxes and unemployment compensation insurance. There will be no payment for fringe benefits unless mandated by Federal law on federally funded projects.
- (3) An amount equal to 15 percent of the actual cost of wages and other costs listed above to cover the Contractor's profit and overhead.
- (4) In case work is performed by a subcontractor, the said 15 percent will be added only once to the actual cost of the work, however, the Contractor may add 5 percent to the subcontractor's price to cover the Contractor's own overhead and supervision.

(B) Tools and Equipment: For any special or heavy equipment, the use of which has been authorized by the Director, except for small tools and manual equipment, the Contractor shall be reimbursed the actual cost of rental, not to exceed the latest Rental Rate Blue Book for Construction Equipment. In the event that any of the equipment to be used is not shown in said schedule, the rental rate for such equipment shall be as agreed upon in writing before the work is started. No percentage shall be added to equipment rental rates. In the event said special or heavy equipment is owned by the Contractor, he shall be compensated only for the actual hours said equipment is required for the work under force account on the job site, at a rate not to exceed the latest Rental Rate Blue Book for Construction Equipment.

(C) Materials: For all materials accepted by the Director and used in the work the Contractor shall be paid the actual cost of such material, including transportation charges, to which cost shall be added a sum equal to 15 percent thereof.

(D) Supervision Overhead and Home Office Overhead: No allowance shall be made for general superintendence. The cost of supervision and all overhead is presumed to be included in the 15 percent added in accordance with the above.

(E) Records: The Contractor's representative and the Director shall compare the records of the work performed as ordered on a force account basis at the end of each day on which such work is performed. Copies of these records shall be made on suitable forms provide for this purpose and signed by both the Director and the Contractor's representative. All claims for work done on a force account basis shall be certified and submitted to the Director by the Contractor, and such statements shall be filed with the Director not later than the fifth day of the month following that in which the work was actually performed.

(F) Bonds and Insurance: The Contractor shall be paid the actual cost for additional bonding and insurance pertaining to force account work when the Contractor can provide evidence of additional payment for premiums on required payment and performance bonds. No duplication of payment for Contractor's costs associated with labor costs above will be allowed.

(G) The Director authorized representative is in charge of force account work and has the authority to direct which labor and equipment will be used, to suspend operations, and to refuse to pay for any labor or equipment, which he feels is not doing productive work.

109.7 PAYMENT FOR BOND ISSUE AND BUDGET PROJECTS

ADD the following:

For and in consideration of the faithful performance of the work, the City will pay to the Contractor the amount earned less retention as computed from the actual quantities of work performed under the contract and to make such payment in the manner and at the time(s) specified herein.

ADD the following to the third paragraph of item (A):

The Contractor shall obtain approval from the City prior to reducing the percentage of funds retained and prior to requesting the release of one-half the previous retained amount.

ADD the following to item (A) (1):

(a) Once each month, the Inspector and the Contractor's Superintendent shall meet, or as necessary, to jointly measure all work items under the contract to determine pay quantities for each pay period. Quantities of work items shall be documented on the respective plan sheets and separately in tabular fashion with station to station measurements noted to assure there is no duplication of payment for work performed. Measurements will be for work actually completed. No projections for expected completion of work will be allowed.

(b) The Contractor shall submit partial payment requests in a format approved by Public Works together with the City's Pay Request Application and Certification for Payment (form provided by Public Works) or equal, subject to approval by the Director.

(c) The Contractor shall furnish a detailed breakdown showing unit prices and quantities for use in preparing the monthly estimate. No partial payment will be made until this breakdown is presented by the Contractor and has been reviewed and accepted by the Director. Green-lined plan sheets shall be submitted with each monthly pay request illustrating the line item quantities constructed for the period. The green-lined plan sheets and pay estimate spreadsheets must reconcile with one another.

- (d) Partial payments for stored materials may be considered by the Director, if it is determined to be in the best interest of the City. The Contractor shall not rely on payment for stored materials being approved in the preparation of the project bid.

REMOVE the first paragraph of item (B) in its entirety and REPLACE with the following:

(B) Final Payment: When the project has been accepted as provided in Section 105 of these specifications, and within 30 calendar days after final inspection of the work completed under the contract, the Contractor shall render to the City a final estimate, which shall show the amount of work performed and accepted under the contract. All prior estimates and partial payments will be subject to correction in the final estimate for payment.

ADD the following to the second paragraph of item (B):

(See the Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties within the contract documents.) Additionally, the Contractor shall furnish lien waivers for all completed labor and materials consumed during the project.

Prior to the final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor, and shall apply to those moneys to the appropriate account. The Contractor shall provide to the City any information necessary to determine the total amount(s) due. The quantities appearing in the bidding schedule are approximate only, and are prepared for the comparison of bids. Payment to the Contractor will be made only by actual quantities of work performed and accepted in accordance with the requirements of the contract. Only the items listed in the bidding schedule are pay items. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted.

Final project as-built plans shall verify line item quantities constructed for the project by individual plan sheet. The Contractor shall submit final payment request in a format approved by the City.

109.10 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

REMOVE in its entirety and REPLACE with the following:

The Agency will compensate the Contractor for a single round trip mobilization/demobilization of the Contractor's personnel, equipment, supplies and incidentals, including establishment of offices, buildings and other facilities required for the performance of the work on the project, as well as preparatory work and operations prior to the commencement of the work on the project site.

Measurement and Payment: Mobilization will be measured for payment by the lump sum bid as a single complete unit of work. Payment for mobilization will be made as provided herein which shall be full compensation for supplying and furnishing all materials, facilities, and services and performing all the work involved as specified above. The total amount allowed for mobilization during the life of the contract shall not exceed 9 percent of the original contract amount. If the bid price exceeds this percentage the excess amount will be paid to the Contractor upon completion of the contract and 9 percent of the contract amount shall be used to determine partial payments. Partial payments under this item will be made in accordance with the following provisions:

- (1) The first payment of 1/3 of the lump sum price for mobilization may be made provided that all submissions required under this section and as otherwise noted in the contract documents are submitted by the Contractor at the preconstruction conference to the satisfaction of the Engineer and when the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform portions of the project work.

- (2) The second payment of 1/3 of the lump sum price for mobilization shall be made on the first estimate following completion of 13 percent of the contract.
- (3) The third payment of 1/3 of the lump sum price for mobilization will be made on the first estimate following completion of 26 percent of the contract.

ADD the following subsection to Section 109- Measurements and Payments:

109.11 CONTRACT ALLOWANCE

- (A) Contract allowance items are provided for the purpose of encumbering funds to cover the costs of possible contract amendment work. The amount of the allowance item is determined by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total amount bid for the project.
- (B) This allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract per plan. Unforeseen extra work, if any, shall be in accordance with MAG Specification and COP Supplement 109.4.
- (C) It shall be understood that this allowance item is an estimate only and is based on contract amendment history of similar projects. It shall not be utilized without an approved contract amendment. It is further understood that authorized extra work, if any, may be less than the allowance item. The Contractor, by submittal of a bid, acknowledges that the total bid and individual bid items were prepared without anticipation of use of the contract allowance.

SECTION 110: NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION

110.2.2 Dispute Resolution

REMOVE the first paragraph of item (A) and REPLACE with the following:

- (A) The Contractor shall provide in writing the following information to the Engineer. In providing the information required by this section, the Contractor shall provide specific factual detail as to each item and show the methods of calculating each item.

110.3.1 General

ADD the following:

Level I shall mean the Public Works Project Manager as appointed by the Public Works Director

Level II shall mean the Public Works City Engineer as appointed by the Public Works Director

Level III shall mean the Public Works Director

In the event of litigation, the parties hereby agree to submit to a trial before the court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this agreement.

The parties hereto expressly covenant and agree that in the event of litigation arising from this agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the contract, pursuant to A.R.S. §

12-341.01 (A) and (B), or pursuant to any other State or Federal statute. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this agreement.

110.4 ARBITRATION

REMOVE the last sentence of the first paragraph in its entirety and REPLACE with the following:

The arbitration of claims shall be conducted either in Prescott or Phoenix, Arizona as agreed to by the parties, or if the parties cannot agree, to be determined by the arbitrator, taking into consideration the convenience and costs to the parties and their witnesses.

REMOVE the last paragraph in its entirety and REPLACE with the following:

The decision or award of the arbitrator shall be supported by substantial evidence and, in writing, contain the basis for the decision or award and findings of fact. The decision or award of the arbitrator shall be nonbinding.

Any resolution of a dispute in accordance with MAG Specification and COP Supplement 110 and the contract which causes the contract amount to be exceeded by \$25,000.00 or more shall not be final until approved by the City Council.

PART 200 – EARTHWORK

ADD the following section to Part 200- Earthwork:

SECTION 200: DEWATERING AND BYPASS PUMPING

200.1 DEWATERING

(A) All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem. The Contractor shall submit drawings and complete design data showing methods and equipment he proposes to utilize in dewatering prior to completing any dewatering work. This work shall consist of obtaining permits, furnishing equipment, materials, and labor necessary for the control and removal of water, the construction or installation of all facilities necessary to accomplish the work, and the subsequent removal of such facilities except when designated on the project plans or in the special provisions to remain in place.

(B) The Contractor shall keep, where appropriate, the rehabilitated pipe section free from water during rehabilitation. If groundwater is present in any excavation, the static groundwater level shall be drawn down a minimum of 1 foot below the bottom of excavations to maintain the undisturbed state of natural soils and allow the placement of any fill to the specified density. Disposal of water shall not damage property or create a public nuisance. The Contractor shall have on hand pumping equipment and machinery in good working condition for emergencies and shall have workmen available for its operation. Dewatering systems shall operate continuously until backfill has been completed to 1 foot above the normal static groundwater level.

Groundwater shall be controlled to prevent softening of the bottom of excavations, or formation of “quick” conditions. Dewatering systems shall not remove natural soils. The Contractor shall control surface runoff to prevent entry or collection of water in excavations.

Release of groundwater to its static level shall be controlled to prevent disturbance of the natural foundation soils or compacted fill and to prevent flotation or movement of structures or pipelines.

Measurement and Payment: No separate measurement or payment shall be made for dewatering. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

200.2 BYPASS PUMPING

(A) Description

- (1) Scope: This section specifies the requirements for temporary bypass pumping of sewers
- (2) Requirements
 - (a) The Contractor shall provide labor, materials, and supervision to temporarily bypass flow around the Contractor's work.
 - (b) The Contractor shall have the entire bypassing system in place and tested before bypassing any sewage.
- (3) At the preconstruction conference, the Contractor shall submit drawings and complete design data showing methods and equipment he proposes to utilize in sewer bypassing for approval by the Engineer. The submittal shall include the following information:
 - (a) Drawings indicating the location of temporary sewer plugs and bypass discharge lines
 - (b) Capacities of pumps, prime movers, and standby equipment
 - (c) Design calculations providing adequacy of the system and selected equipment
 - (d) Standby power source
 - (e) Staffing plan
 - (f) Traffic control plan
- (4) Flow Data: It is the responsibility of the Contractor for design, construction, and operation of an adequate and properly functioning bypass. It is also the responsibility of the Contractor to coordinate with the City to gather flow data.
- (5) Protection: In areas where flows are bypassed, all bypass flow shall be discharged as approved by the Engineer. No bypassing to the ground surface, receiving waters, storm drains or bypassing which results in groundwater contamination or potential health hazards shall be permitted.
- (6) Scheduling: The bypass system shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the Engineer. Public advisory services will be required to notify all parties whose service laterals will be out of service and to advise against water usage until the main line is back in service.

(B) Materials

- (1) The Contractor shall provide temporary pumps, conduits and other equipment to bypass the sewer flow. The Contractor shall furnish the necessary labor and supervision to set up and operate the pumping and bypass system. Engines shall be equipped with mufflers and/or enclosed to keep the noise level less than 50dB or 10dB above ambient noise levels when measured at the property line closest to the noise source. Pumps and bypass lines shall be of adequate capacity and size to handle the flows.

(2) The Contractor shall maintain on site sufficient equipment and materials to ensure continuous and successful operation of the bypass systems. Standby pumps shall be fueled and operational at all times. The Contractor shall maintain on site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping and other parts or system hardware to ensure immediate repair or modification to any part of the system as necessary.

(3) All piping, joints and accessories shall be designed to withstand at least twice the maximum system pressure, or 50 psi, whichever is greater. All hoses/pipes used for bypass pumping shall be ramped to allow for the ease of vehicular and pedestrian traffic. All hoses/pipes shall be color-coded for identification to prevent cross contamination of water and wastewater lines. Hose/pipes used for wastewater conveyance shall not be used for water conveyance.

(C) General

(1) During bypass pumping, sewage shall not be leaked, dumped or spilled outside the sewer system. When bypass pumping operations are complete, all piping shall be drained into the sanitary sewer prior to disassembly. In the event that sewage accidentally drains into the storm drainage system or the street, the Contractor shall immediately stop the overflow, notify the City and take the necessary action to clean up and disinfect the spillage to the satisfaction of the City. The Contractor shall submit an emergency spillage and cleanup action plan for all sewage spills to the Engineer for approval prior to beginning construction. It shall include but not be limited to a remediation plan that indicates what labor, equipment and resources will be used to restore the site to the condition prior to the spillage.

(2) The Contractor shall repair without cost to the City any damage that may result from this negligence, inadequate or improper installation, maintenance and operation of bypassing system including mechanical or electrical failures, regulatory infractions and penalties resulting from sewer spillage.

(D) Flow Control

(1) Complete stoppage or bypassing of flow is required during sewer line and manhole rehabilitation work.

(2) When the depth of flow at the upstream manhole of the sewer line section being worked is above the maximum allowable for television inspection, the flow shall be reduced to the level shown below by plugging or blocking of the flow, or by pumping and bypassing of the flow as specified.

(3) **Plugging or Blocking:** A sewer line plug shall be inserted into the line upstream of the section being worked. The plug shall be so designed that all or any portion of the sewage can be released. During TV inspection, flow shall be reduced to within the limits specified above. After the work has been completed, flow shall be restored to normal. Precautions shall be taken to prevent flooding damage. See flow precautions below.

(4) **Pumping and Bypassing:** When pumping and bypassing is required the Contractor shall supply the pumps, conduits and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during peak flow periods or from precipitation and shall be constructed of such material that will prevent leakage during the pumping operation. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing systems. All pump drivers shall have noise suppressor exhaust systems to reduce noise levels to less than 50dB, or 10dB above ambient noise levels, when measured at the closest property line.

(5) **Flow Control Precautions:** When flow in a sewer line is plugged, blocked or bypassed; sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to ensure that sewer flow control operations

do not cause flooding or damage to public or private property being served by the sewer involved. All piping(s), joints and accessories shall be designed to withstand at least twice the maximum system pressure or a minimum of 50 psi whichever is greater. During by-pass pumping sewage shall not be leaked, dumped or spilled onto any area outside the sewer system. When bypass pumping operations are complete all piping shall be drained into the sanitary sewer prior to disassembly. In the event sewage accidentally drains into the drainage system or street, the Contractor shall immediately stop the overflow, notify the Engineer and take the necessary action to clean up and disinfect the spillage to the satisfaction of the Engineer. If sewage is spilled onto public or private property, the Contractor shall wash down, clean up and disinfect the spillage to the satisfaction of the City. The Contractor shall report any and all overflows to the City.

(E) Measurement and Payment: Payment for bypass pumping shall be made at the lump sum bid by the Contractor.

SECTION 201: CLEARING AND GRUBBING

201.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

This work shall consist of removing objectionable material from the right-of-way, easements, all areas to be graded, and such other areas as may be specified in the special provisions. Clearing and grubbing shall be performed in advance of grading operations.

201.3 CONSTRUCTION METHODS

REMOVE the second paragraph in its entirety and REPLACE with the following:

All trees and shrubs found suitable for improvement and beautification, which will not interfere with excavation or embankment or cause disintegration of the improvements shall not be disturbed. In any event, the Contractor shall avoid injury to shrubbery, vines, plants, grasses and other vegetation growing outside of the clearing limits. The dragging and the piling of materials of various kinds and the performing of other work which may be injurious to vegetation shall be confined to areas which have no vegetation or which will be covered by embankment or disturbed by excavation during grading operations.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

From excavated areas, all stumps, roots and other obstructions 3 inches or over in diameter shall be grubbed to a depth of not less than 24 inches below finish grade.

REMOVE Table 201-1 in its entirety and REPLACE with the following:

TABLE 201-1	
EMBANKMENT CLEARING AND GRUBBING	
Height of Embankment Over Stump	Height of Clearing and Grubbing
0 Feet to 2 Feet	All stumps or roots 6 inches or over in diameter shall be grubbed to 24 inches below original grade. All others shall be cut flush with the ground.
2 Feet to 3 Feet	All stumps 1 foot and over in diameter shall be grubbed to 24 inches below original grade. All others shall be cut flush with the ground.
Over 3 Feet	All stumps shall be cut flush with the ground.

REMOVE the last paragraph in its entirety and REPLACE with the following:

All tree trunks, stumps, brush, limbs, roots, vegetation and other debris removed in clearing and grubbing shall be completely removed from the project and properly disposed of.

SECTION 205: ROADWAY EXCAVATION

ADD the following subsection to 205.1 Description:

205.1.1 General

The bidding schedule quantities for this item of work will be considered to be the final quantities for payment. Adjustments in the bidding schedule quantities for roadway excavation as contained in these specifications may be initiated by the Contractor or the Engineer if evidence indicates that the required quantity varies by an amount greater than 5 percent of the bidding schedule quantity. The Contractor shall advise the Engineer, in writing, submitting evidence in the form of a construction survey or photogrammetric survey with measurement for the proposed adjustment and requesting an adjustment in quantities. The Engineer will determine the amount of adjustment, if any. The quantity upon which payment will be based will be the bidding schedule quantity plus or minus only that portion of the adjustment that exceeds 5 percent of the bidding schedule quantity.

Variations caused by shrink/swell of materials shall not be considered for quantity adjustments.

Adjustments in roadway excavation quantities due to revisions ordered by the Engineer will be isolated by measurement or calculations. The bidding schedule quantities will be adjusted by the amount either measured or calculated, regardless of the 5 percent variation requirement above.

205.2 UNSUITABLE MATERIAL

REMOVE the third paragraph in its entirety and REPLACE with the following:

If material is encountered during excavation that the Engineer determines to be unsuitable, the following shall apply:

- (1) Any unsuitable material which is located in a cut section at an elevation above finished subgrade shall not be utilized in construction but shall be removed and disposed of at a site secured by the Contractor. The cost of excavation, hauling and disposal are incidental to roadway excavation. No additional compensation will be allowed for any unsuitable materials found in a cut section at an elevation above finished subgrade.

- (2) Material which is located below the finished subgrade elevation in excavation areas shall be removed to the limits as determined by the Engineer and the resultant cavity backfilled with aggregate base course (ABC) in accordance with Section 310 of these specifications. The costs of the removal, hauling, disposal, backfill material, placement and any related process, shall be included in the payment for this bid item.

205.6 SURPLUS MATERIAL

REMOVE the first paragraph in its entirety and REPLACE with the following:

Unless otherwise shown on the plans, addressed in the special provisions, or approved by the Engineer, no surplus excavated material shall be disposed of within the right-of-way. The Contractor shall make all arrangements for disposal of the material at off-site locations as may be approved by the Engineer. The Contractor shall provide to the Engineer copies of the written consent of the owner of the property upon which he intends to dispose of such material, and any permits that may be required by a governing agency for said disposal.

205.7 MEASUREMENT

REMOVE the first two paragraphs in their entirety and REPLACE with the following:

The following earthwork operations will be measured as roadway excavation for the quantities of material involved.

Excavating the roadway prism including public and private roadway approaches; excavating slides and slip-outs not resulting from overshooting; excavating excess material; excavating selected material and topsoil from within the limits of the project and removing such materials from stockpiles when stockpiling is ordered; and excavating ditches.

ADD the following:

Measurement for unsuitable material shall be to the nearest cubic yard as calculated in the field.

205.8 PAYMENT

ADD the following:

Payment for unsuitable material shall be at the contract unit price and shall include any and all processes associated with the removal and backfill of the unsuitable materials, all excavation, hauling and disposal at a site secured by the Contractor, and backfilling with aggregate base course (ABC).

SECTION 206: STRUCTURE EXCAVATION AND BACKFILL

206.4.2 Structure Backfill for Earth Retaining Structures

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Shall conform to the material and the graduation requirements for Select Material, Type B in Table 702-1, unless otherwise approved by the Engineer.

206.4.4 Structure Backfill for Structures within Paved Areas

REMOVE in its entirety and REPLACE with the following:

Where a structure is located within an existing street, proposed street, or paved area:

All backfill material with the exception of controlled low strength material (CLSM) shall be compacted to 95 percent maximum dry density per ASTM D698. Controlled low strength material shall be 1 sack material as specified in MAG Specifications 604 and 728.

SECTION 211: FILL CONSTRUCTION

211.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Fill construction shall consist of constructing embankments except as may otherwise be specified, including the preparation of the areas upon which they are to be placed; including the construction of dikes.

The bidding schedule quantities for this item of work will be considered to be the final quantities for payment. Adjustments in the bidding schedule quantities for Fill Construction as contained in these specifications may be initiated by the Contractor or the Engineer if evidence indicates that the required quantity varies by an amount greater than 5 percent of the bidding schedule quantity. The Contractor shall advise the Engineer, in writing, submitting evidence in the form of a construction survey or photogrammetric survey with measurement for the proposed adjustment and requesting an adjustment in quantities. The Engineer will determine the amount of adjustment, if any. The quantity upon which payment will be based will be the bidding schedule quantity plus or minus only that portion of the adjustment that exceeds 5 percent of the bidding schedule quantity.

Variations caused by shrink/swell of materials shall not be considered for quantity adjustments.

Adjustments in Fill Construction quantities due to revisions ordered by the Engineer will be isolated by measurement or calculations. The bidding schedule quantities will be adjusted by the amount either measured or calculated, regardless of the 5 percent variation requirement above.

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.

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.

211.4 TESTS

ADD the following:

Quality Control testing frequency shall be 1 per soil type for proctor density testing and 1 per 500 feet per 8 inch lift for compaction testing.

211.5 MEASUREMENT

REMOVE the first paragraph in its entirety and REPLACE with the following:

The quantities of fill construction used to construct embankments or dikes will be those of the complete bid item within the limits of dimensions shown on the plans.

PART 300 – STREETS AND RELATED WORK

ADD the following section to Part 300- Streets and Related Work:

SECTION 300: SAW CUT

300.1 DESCRIPTION

(A) The work under this item shall consist of saw cutting the existing pavement where new asphalt concrete is to match existing bituminous surfaces with no provisions for overlaying the entire section. This item shall also include saw cutting of existing Portland cement concrete pavement, sidewalks, driveways and parking lots where new construction shall match the grade of existing surfaces that are to remain where called for on the project plans or where designated by the Engineer.

(B) Saw cuts shall be made to a full depth of the material to ensure a neat vertical joint. Portland cement concrete designated to remain that is damaged by the saw cutting shall be replaced in kind at the Contractor's expense.

(C) No separate measurement or payment will be made for saw cutting, being considered incidental to the cost for work for which saw cutting is required.

SECTION 301: SUBGRADE PREPARATION

301.1 DESCRIPTION

ADD the following:

The work under this item shall consist of furnishing all materials, equipment, and labor necessary for preparation of natural or excavated areas prior to the placement of any sub-base material, pavement, curbs and gutters, driveways, sidewalks or other structures. Unless provided for in another bid item, this work shall include the removal and disposal of all unsuitable material including existing pavement and other obstructions in accordance with Section 301 of these specifications. The Contractor shall be required to provide and pay for all Quality Control geotechnical testing in accordance with the MAG Specifications and the COP Supplement.

301.2.1

REMOVE in its entirety and REPLACE with the following:

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

Project earthwork quantities, when included as separate contract pay items, will include removed asphalt/bituminous material volumes, unless there is a pay item for asphalt removal or asphalt milling in the bid schedule or otherwise specified in the special provisions.

All unsuitable material and all excess material shall be disposed of in accordance with the requirements of Sections 205.2 and 205.6 of these specifications, respectively. When additional material is required for fill, it shall conform to MAG Specification 210.

301.3 RELATIVE COMPACTION

REMOVE item (B) in its entirety and REPLACE with the following:

The subgrade shall be scarified and loosened to a depth of 8 inches.

(B) Below detached sidewalk not subject to vehicular traffic	95 percent
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Subgrade Quality Control testing shall be 1 per 500 linear feet per lane for compaction testing.

301.7 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement for subgrade preparation will be by the square yard, measured by the total accepted area of new pavements, including paved shoulders, tapers, turnouts and driveways that are paved or surfaced with an aggregate base material. The areas under concrete curb and gutter, sidewalk and concrete driveway entrances will not be included. Unless provided for in other separate bid items or unless otherwise specified; Clearing and Grubbing, Roadway Excavation, Rock Excavation, Borrow Excavation, and Fill Construction shall not be measured, in which case payment for these earthwork items, if required, shall be included in the unit price for subgrade preparation.

SECTION 306: MECHANICALLY STABILIZED SUBGRADE – GEOGRID REINFORCEMENT

306.2 MATERIALS

ADD the following

Reinforcement Geogrid shall be Tensar BX1200 or approved equal.

306.8 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Measurement of geogrid reinforcement shall be the surface area of accepted geogrid to the nearest square yard. No additional measurement or payment shall be made for geogrid overlap as required by the manufacturer.

Payment for geogrid reinforcement shall be per square yard installed complete and in place.

SECTION 310: PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

310.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

The work under this item shall consist of furnishing all materials, equipment, and labor necessary for the placement of an approved, imported aggregate base course material on top of a prepared subgrade per the required design thickness, grade, cross-section and compaction as specified on the project plan documents and in accordance with Sections 310 and 701 of these specifications, and MAG Specification 702. Aggregate base course shall not be placed on a prepared subgrade until the Engineer or the Engineer's authorized representative has inspected and accepted the underlying subgrade. The Contractor shall be required to provide and pay for all Quality Control geotechnical testing in accordance with MAG Specifications and COP Supplement. Use of Reclaimed Concrete Material (RCM) is not allowed per COP Supplement 701.4.

ADD the following subsection to 310.1 Description:

310.1.1 Reclaimed Asphalt Pavement (RAP)

Use of reclaimed asphalt pavement (RAP) aggregates or "millings" produced on-site, imported or stockpiled for the intended use in the underlying base or subgrade material must be approved by the Engineer or the Engineer's authorized representative; and shall be screened and meet MAG Sections 310, 701 and 702, and here within. RAP millings must be uniformly mixed with an imported virgin aggregate base course material.

310.2 PLACEMENT AND CONSTRUCTION

ADD the following:

Aggregate base course shall not be placed on excessively wet or frozen subgrade materials as determined by the Engineer.

ADD the following subsection to 310.2 Placement and Construction:

310.2.1 Quality Control Testing

Aggregate base course Quality Control testing frequency shall be as follows:

- (A) Resistance to Degradation and Abrasion: 1 at the start of production and again if source changes.
- (B) Fractured Faces, One Face, PI, and Gradation: 1 per shift.

310.3 COMPACTION

REMOVE the fifth paragraph in its entirety and REPLACE with the following:

For roadway construction, a minimum of 1 field density test shall be performed per 6 inch lift per 500 feet per lane. For other aggregate base course applications, a minimum of 1 field density test shall be performed for each 800 square yards.

REMOVE items (A), (B) and (C) in their entirety and REPLACE with the following:

Aggregate base course shall be compacted to 98 percent in all instances.

310.5 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Measurement for aggregate base course material will be per cubic yard furnished and placed. Copies of material delivery tickets will be required for quantity verification purposes. Payment shall be made at the unit price bid and shall be considered full compensation for this work item.

SECTION 317: ASPHALT MILLING

317.2 CONSTRUCTION REQUIREMENTS

REMOVE in its entirety and REPLACE with the following:

When milling is specified, the existing asphaltic concrete shall be removed in accordance with the details shown on the project plans with equipment specifically designed to remove such material by means of grinding or chipping to a controlled line and grade. The equipment used shall be capable of removing the existing asphaltic concrete within 0.01 feet of the specified removal depth. The removal shall be accomplished in a manner which does not destroy the integrity of any asphaltic concrete pavement that remains and which does not result in a contamination of the milled asphaltic concrete with the underlying base material.

Pavement to be removed by milling, adjacent to manholes, valve boxes, small radius curbs and other fixed objects that produce confined areas shall be removed with milling equipment specifically designed to operate in restricted areas and capable of removing asphaltic concrete of the specified thickness without damage or displacement of the adjacent object. The removal of asphalt concrete pavement at the approaches to structures shall be accomplished in a manner approved by the City.

On projects with existing curb and gutter, any asphaltic concrete buildup in the gutter designated to be removed, shall be removed prior to the pavement removal operation by equipment and methods approved by the Engineer. The equipment and methods used shall be capable of removing the asphaltic concrete buildup without causing damage to the curb and gutter

Upon removal, all milled materials shall become the property of the Contractor. The City will not accept millings. The Contractor shall properly dispose of the millings away from the site. No additional compensation will be made for the disposal of millings.

Prior to milling and roadway excavation, all existing manholes, valve boxes, etc. shall be lowered and protected. All City facilities shall be protected from debris that may result from any adjustments and the Contractor shall be responsible for any maintenance activity resulting from debris related to the construction. No separate payment shall be made for lowering and protecting existing manholes, valve boxes, etc.

Under no circumstance shall the removal of existing asphaltic concrete begin until the mix design for replacement asphaltic concrete has been approved by the Engineer.

The extent of removal of existing asphaltic concrete must be in keeping with the Contractor's ability to produce, haul, place and compact replacement asphaltic concrete so that at all times the length of open "trench" is at a minimum. If the Contractor's production of replacement asphaltic concrete is stopped for any reason, the removal of asphaltic concrete shall either cease or shall be reduced. The Engineer will be the sole judge as to whether the removal shall cease or be reduced. The Engineer's decision will be based on the reason for the stoppage in asphaltic concrete production, the expected length of the stoppage, the type and depth of the material being removed, and the time of day.

ADD the following subsection to 317.2 Construction Requirements:

317.2.1 Quality Control

All milling shall be inspected and approved prior to paving. High spots in excess of the tolerances noted shall be milled until in conformance.

Low spots in excess of ½ inch shall have a leveling course placed prior to paving at no additional cost to the City.

ADD the following subsection to 317.2 Construction Requirements:

317.2.2 Paving

For mill and overlay areas, replacement asphaltic concrete shall be placed as soon as possible after milling has occurred and been approved. The surface on which the material is to be placed shall be uniform and free of loose material. Any exposed base material shall be compacted to the extent required by the Engineer.

The "trench" in which asphaltic concrete is being placed shall be filled before the end of each day's work and the lane shall be opened to traffic. The length of open "trench" at any one time shall not exceed 2 miles or ½ the length of the work, whichever is the lesser.

In the event of circumstances beyond the control of the Contractor, such as equipment breakdown, or if the production of the replacement asphaltic concrete has been stopped by the Engineer and the Contractor is unable to comply with the requirements in the preceding paragraph, the Contractor shall provide and maintain such traffic control devices that the Engineer deems necessary under the circumstances in order to provide safe and efficient passage through the work zone.

If the Engineer deems it to be warranted, the Contractor shall provide for the surface drainage of areas where the pavement surface has temporarily been removed.

ADD the following subsection to 317.2 Construction Requirements:

317.2.3 Macrotexture Milling

Macrotexture asphalt milling when included as a separate contract pay item shall be performed in accordance with the following:

Existing asphaltic concrete shall be removed by milling in accordance with the details shown on the project plans and as specified herein. The milling equipment shall be specifically designed to remove material to a controlled line and grade by means of grinding or chipping. The equipment used shall be capable of removing the existing asphaltic concrete uniformly throughout the milled area at the required cross-slope and within 1/8 inch of the specified removal depth. The specified removal depth of the existing bituminous pavement shall be as noted on the plans. The removal shall be accomplished in a manner which does not destroy the integrity of any pavement that remains. During production milling, the Contractor shall verify the actual depth of milling required to remove the desired underlying pavement surface. If it is determined by the Engineer that the required milling depth is greater than the specified milling depth, the additional material shall be completely removed to the desired underlying pavement surface, as approved, in accordance with COP Supplement 109.4. The milled material shall be removed and disposed of as specified by the City.

The milled surface shall have a maximum mean macrotexture depth of 4.50 millimeters, as determined in accordance with Arizona Test Method 742- Mean Macrotexture Depth of Milled Pavement.

At the start of the milling operation, the Contractor shall mill a 500 foot test section. The milled surface of the test section shall be evaluated by the Engineer for compliance with the maximum mean macrotexture depth requirement. If the milled surface is in compliance with the macrotexture requirement, the Contractor may begin production milling. If the milled surface is not in compliance with the macrotexture requirement, the Contractor shall make adjustments to the milling operation and then mill another test section.

During production milling, the mean macrotexture depth shall be determined at a minimum frequency of 1 test per 1/2 mile per lane. If, at any time, during the milling operation the Engineer determines that the macrotexture requirement is not being achieved, the Contractor shall stop milling. Milling shall not resume until the Engineer is satisfied that the macrotexture requirement can be met or until successful completion of another test section. The forward speed of the milling machine during production milling shall not exceed the speed used for the test section. The forward speed of the milling machine shall be checked throughout each production day, or at the discretion of the Engineer.

The profile of the milled surface, in both the longitudinal and transverse directions, shall not vary by more than 1/8 inch over a distance of 10 feet.

Under no circumstance shall the removal of existing asphaltic concrete begin until the mix design for replacement asphaltic concrete has been approved by the Engineer.

The extent of removal of existing asphaltic concrete must be in keeping with the Contractor's ability to produce, haul, place and compact replacement asphaltic concrete so that at all times the length of milled surface is at a minimum. If the Contractor's production of replacement asphaltic concrete is stopped for any reason, the removal of asphaltic concrete shall either cease or shall be reduced. The Engineer will be the sole judge as to whether the removal shall cease or be reduced. The Engineer's decision will be based on the reason for the stoppage in asphaltic concrete production, the expected length of the stoppage, the type and depth of the material being removed, and the time of day.

Asphaltic concrete shall be placed as soon as possible after the milling. The surface on which the material is to be placed shall be uniform and free of loose material.

The length of milled surface at any one time shall not exceed 2 miles, or 1/2 the length of the work, whichever is less. Asphaltic concrete shall be placed on the milled surface before the end of each day's work. The lane shall be opened to traffic at the end of each day's work.

In the event of circumstances beyond the control of the Contractor, such as equipment breakdown, or if the production of the replacement asphaltic concrete has been stopped by the Engineer and the Contractor is unable to comply with the requirements in the preceding paragraph, the Contractor shall provide and maintain

such traffic control devices that the Engineer deems necessary under the circumstances in order to provide safe and efficient passage through the work zone.

If the Engineer deems it to be warranted, the Engineer will require that the Contractor provide for the surface drainage of areas where the pavement surface has temporarily been removed.

Pavement, to be removed by milling, adjacent to manholes, valve boxes, small radius curbs and other fixed objects that produce confined areas shall be removed with milling equipment specifically designed to operate in restricted areas and capable of removing asphaltic concrete of the specified thickness without damage or displacement of the adjacent object. Such areas may be excluded from macrotexture testing at the discretion of the Engineer.

On projects with existing curb and gutter, any asphaltic concrete buildup in the gutter designated to be removed, shall be removed prior to the pavement removal operation by equipment and methods approved by the Engineer. The equipment and methods used shall be capable of removing the asphaltic concrete buildup without causing damage to the curb and gutter.

317.3 MEASUREMENT AND PAYMENT

REMOVE in its entirety and REPLACE with the following:

Payment for milling shall be based on plan quantities at the unit bid price in the bid schedule to include milling and proper disposal of the millings away from the site.

SECTION 321: PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

321.2 MATERIALS AND MANUFACTURE

REMOVE in its entirety and REPLACE with the following:

The materials shall conform to Section 710 of these specifications for the type specified. Warm Mix Asphalt (WMA) technologies shall not be used. The specific required mix type shall be called out in the contract documents or as directed by the Engineer.

321.3 WEATHER AND MOISTURE CONDITIONS

REMOVE in its entirety and REPLACE with the following:

Asphalt concrete shall be placed only when the surface on which the material is to be placed is dry, unfrozen, the atmospheric temperature in the shade is at 40 degrees F and rising, and the temperature of the road surface or subsurface is at 50 degrees F and rising as measured in the shade. No asphalt concrete shall be placed when the weather is foggy or rainy, when precipitation is eminent, or when the base or sub base on which the material is to be placed is unstable. Asphalt concrete shall be placed only when the Engineer or the Engineer's authorized representative determines that weather conditions are suitable and sub base conditions on which the material is to be placed are acceptable.

321.4 APPLICATION OF TACK COAT

REMOVE the first and second paragraphs in their entirety and REPLACE with the following:

A tack coat shall be applied to all existing and to each new course of asphalt concrete prior to the placing of a succeeding lift of asphalt concrete.

The application of the tack coat shall comply with Section 329 of these specifications. The grade of emulsified asphalt shall be SS-1h as specified in MAG Specification 713.

321.6 MIX PRODUCTION

ADD the following:

(A) Stockpiling

(1) Sufficient virgin mineral aggregate material shall be stockpiled at the site of the hot plant to produce the quantity of asphalt concrete required for a minimum of two successive 8 hour shifts; however, this requirement will be modified during the last 2 days production, or under special conditions with the Engineer's approval.

(2) Mineral aggregate shall be stockpiled so that segregation is minimized. An approved divider of sufficient size to prevent intermingling of stockpiles shall be provided.

(B) Proportioning

(1) No fine material which has been collected in the dust collection system shall be returned to the mixture unless the Engineer, on the basis of tests, determines that all or a portion of the collected fines can be utilized. If the Engineer so determines, he will authorize in writing the utilization of a specific proportion of the fines; however, authorization will not be granted unless the collected fines are accurately and uniformly metered into the mixture.

(2) Mineral aggregate and bituminous material shall be proportioned by volume, by weight, or by a combination of volume and weight.

(3) When mineral aggregate and bituminous material are proportioned by weight, all boxes, hopper buckets or similar receptacles used for weighing materials, together with scales of any kind used in batching materials, shall be insulated against the vibration or movement of the rest of the plant due to the operation of any equipment so that the error in weighting with the entire plant operating shall not exceed 2 percent for any setting nor 1½ percent for any batch. Bituminous material shall be weighed in a heated, insulated bucket suspended from a springless dial scale system.

(4) When mineral aggregate and bituminous material are proportioned by volume, the correct portion of each mineral aggregate size introduced into the mixture shall be drawn from the storage bins by an approved type of continuous feeder which will supply bituminous material and so arranged that the proportion of each mineral aggregate size can be separately adjusted. The continuous feeder for the mineral aggregate shall be mechanically or electrically actuated.

(C) Drying and Heating

(1) A recording pyrometer or other approved recording thermometric instrument sensitive to a rate of temperature change of not less than 10 degrees F per minute shall be so placed at the discharge chute of the drier in order to record mineral aggregate and to facilitate reading the recorded temperature. A copy of the recording shall be given to the Engineer. The moisture content of the asphalt concrete immediately behind the paver shall not exceed 1 percent.

(D) Mixing

(1) The production of the plant shall be governed by the rate required to obtain a thorough and uniform mixture of the materials. Mixing shall continue until the uniformity of coating, when tested

in accordance with the requirements of the American Association of State Highway and Transportation Officials (AASHTO) T 195, is at least 95 percent.

(2) A positive signal system shall be provided to indicate the low level of mineral aggregate in the bins. The plant will not be permitted to operate unless this signal system is in good working condition. Each bin shall have an overflow chute or a divider to prevent material from spilling into adjacent bins.

(3) The temperature of asphalt concrete upon discharge from the mixer shall not exceed 325 degrees F. If the asphalt concrete is discharged from the mixer into a hopper, the hopper shall be constructed so that segregation of asphalt concrete will be minimized.

321.8 PLACEMENT

ADD the following:

(A) The Contractor shall stringline finish ABC grade in the presence of the Engineer or the Engineer's authorized representative to verify compliance to specified tolerances prior to the placement of asphalt concrete. Placement of asphalt concrete shall not begin until adjacent Portland cement concrete items have obtained 75 percent of design strength.

(B) The handling of asphalt concrete shall at all times be such as to minimize segregation. Any asphalt concrete which displays segregation shall be removed and replaced.

(C) All wheels and tires of compactors and other equipment shall be wiped when necessary with an approved product in order to prevent the picking up of the asphalt concrete.

(D) Before asphalt concrete is placed, the surface to be paved shall be cleaned of objectionable material.

(E) The base or subgrade upon which the asphalt concrete is to be placed shall be prepared in accordance with the applicable requirements for the material involved and maintained in a smooth and firm condition until placement.

(F) At any time, the Engineer or the Engineer's authorized representative may require that the work cease or that the work day be reduced in the event of weather conditions either existing or expected which would have an adverse effect upon the asphalt concrete.

(G) The temperature of asphalt concrete just prior to compaction shall be at least 250 degrees F but shall not exceed 300 degrees F, unless permitted by the Engineer.

(H) The asphalt concrete shall be placed as a surfacing course. Surfacing courses are defined as courses placed to serve either as a traffic surface or as a surface upon which a finishing course or seal coat is to be placed. The thickness of surfacing courses will be shown on the project plans.

(I) In order to achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant.

(J) Tapered sections exceeding 8 feet in width or widened sections not exceeding 4 feet in width may be placed and finished by other means approved by the Engineer.

321.8.5 Smoothness

REMOVE the second sentence in its entirety and REPLACE with the following:

Surfacing course surfaces shall not vary more than 1/8 inch from the lower edge of a 10 foot long straightedge when the straightedge is placed parallel to the center of the roadway.

321.9 QUALITY CONTROL

ADD the following:

Contractor Quality Control

(A) General Requirements

(1) It shall be the responsibility of the Contractor to administer a Quality Control Plan (hereinafter, within this section, referred to as "Plan") sufficient to assure a product meeting the requirements of these specifications. The Plan may be operated wholly or in part by a subcontractor or an independent organization; however, the Plan's administration, including compliance with the Plan and its modification, shall remain the responsibility of the Contractor.

(2) The Contractor is required to provide and maintain a Quality Control Plan, along with all the personnel, equipment, supplies and facilities necessary to obtain samples, perform tests, and otherwise assure the quality of the project.

(3) The Contractor shall submit the Plan to the Engineer or the Engineer's authorized representative at the preconstruction conference.

(4) The Contractor shall perform process control sampling, testing and inspection during all phases of the work and shall perform the process control sampling, testing, and inspection at a rate sufficient to assure that the work conforms to the contract requirements. The Contractor shall provide the Engineer a certification stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures.

(B) Elements of the Plan

(1) The Plan shall address all elements which affect the quality of the asphalt concrete including, but not limited to the following: Mix Design, Aggregate Production, Quality of Components, Stockpile Management, Proportioning, Mixing (including addition of Mineral Admixture, if required), Placing and Finishing, Joints, and Compaction.

321.12 MEASUREMENT

ADD the following:

(A) Measurement under this item shall be to the nearest square yard.

(B) No separate measurement shall be given for the thickened edge, COP GES Detail 201Q and as detailed on project drawings. This work shall be considered incidental and included in the unit price bid in the contract documents. Payment shall be made at the unit price bid in the contract documents for the items complete in place, adjusted for compaction and thickness deficiencies as herein provided.

SECTION 329: TACK COAT**329.3 APPLICATION**

REMOVE in its entirety and REPLACE with the following:

- (A) The application rate shall be between 0.04 to 0.06 gallons per square yard of diluted material, 50 percent water and 50 percent emulsion, using SS-1h.
- (B) The tack coat shall be applied only as far in advance of placing the asphalt concrete as ordered by the Engineer; however, in no event shall the tack coat be applied and not covered by the asphalt concrete in the same day.

329.6 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement shall be per ton diluted as placed, based on weight tickets.

SECTION 336: PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION

REMOVE the second paragraph in its entirety and REPLACE with the following:

Asphalt concrete roadway pavement replacement shall be constructed in accordance with COP GES Detail 200Q-1 and as indicated on the plans.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

All other surface replacement in the right-of-way but not in paved roadways shall be constructed in accordance with COP GES Detail 200Q-1 and as indicated on the plans.

336.2.1 Pavement Widening or Extensions

REMOVE the second paragraph in its entirety and REPLACE with the following:

The existing pavement shall be cut and trimmed after placement of required ABC and just prior to placement of asphalt concrete for pavement widening or extension, and the trimmed edges shall be painted with a light coating of emulsified asphalt immediately prior to constructing the new abutting asphalt concrete pavements. No extra payment shall be provided for these items and all costs incurred in performing this work shall be incidental to the widening or pavement extension.

336.2.3 Temporary Pavement Replacement

REMOVE the first and second paragraphs in their entirety and REPLACE with the following:

Temporary pavement replacement with UPM in accordance with COP GES Detail 200Q-1 shall be required in right-of-way until permanent hot mix trench pavement replacement can be performed. The Contractor shall install temporary asphalt pavement or the first course of permanent pavement replacement in accordance with Section 336 of these specifications immediately following backfilling and compaction of trenches that have been cut through existing pavement. Except as otherwise provided in Section 336, this preliminary pavement shall be maintained in a safe and reasonably smooth condition until required backfill compaction is

obtained and final pavement replacement is completed. Temporary paving removed shall be hauled from the job site and disposed of by the Contractor at no additional cost to the Agency.

Permanent pavement replacement shall replace temporary repairs within 5 working days after completion of temporary work.

336.2.4.1 Permanent Asphalt Pavement Replacement

ADD the following:

(H) Asphalt concrete trench pavement replacement shall be a minimum 4 inch thickness compacted to 95 percent of laboratory density in accordance with COP GES Details 200P-2, 200Q-1 and MAG Specification 601.6.

(I) Permanent hot mix asphalt concrete pavement replacement shall be required for all trench cuts. Installation of UPM or other high performance cold mix shall not be permitted for permanent installation. The Contractor shall be required to maintain pavement trench cuts to the satisfaction of the Engineer.

(J) The Contractor shall coordinate with the Engineer a minimum of 2 working days in advance of trench paving.

REMOVE the last paragraph in its entirety.

336.3 TYPES AND LOCATIONS OF TRENCH SURFACE REPLACEMENT

REMOVE the first five paragraphs in their entirety and REPLACE with the following:

Normally, the type of pavement replacement and backfill required will be noted on the plans or specified in other portions of the contract documents and construction shall be in accordance with COP GES Detail 200Q-1. If a type is not noted on the plans or specified in the special provisions, the following criteria will govern:

T-Top trench repair will be utilized on all streets per COP GES Detail 200Q-1.

COP GES Detail 200Q-1 trench repair shall be utilized to repair surfaces other than asphalt concrete or Portland cement concrete pavement. It may also be used when the condition of the existing pavement does not justify construction of T-Top trench repair. Prior written approval of the Engineer is required for this condition.

336.4 MEASUREMENT

REMOVE items (A) and (B) in their entirety and REPLACE with the following:

(A) In computing pay quantities for replacement using COP GES Detail 200Q-1, pay widths shall not exceed the maximum widths as depicted on Table 601-1, plus 24-inches for the T-Top.

(B) In computing pay quantities for replacement using COP GES Detail 200Q-1, pay widths shall not exceed the maximum widths as depicted on Table 601-1.

336.5 PAYMENT

ADD the following:

Pavement matching and surfacing replacement shall include all saw cutting, removal and disposal of existing pavement, plus all labor and material for complete installation of permanent pavement replacement. No extra payment will be made for temporary pavement required for maintenance of utility trench cuts or for trench widths in excess of Section 336.4 of these specifications.

SECTION 340: CONCRETE CURB, GUTTER, SIDEWALK, CURB RAMPS, DRIVEWAY AND ALLEY ENTRANCE

340.2 MATERIALS

REMOVE the first sentence in its entirety and REPLACE with the following:

Concrete shall be Class AA unless otherwise noted.

340.2.1 Detectable Warnings

ADD the following:

Detectable warnings shall be Masco Detectable Warning Panels, or approved equal, and in the color Salem Red.

340.3.1 Subgrade Preparation

REMOVE the second paragraph in its entirety and REPLACE with the following:

The subgrade shall be constructed and compacted true to grades and lines shown on the plans and as specified in Section 301 of these specifications. All soft or unsuitable material shall be removed to a depth of not less than 6 inches below subgrade elevation and replaced as directed by the Engineer. Unsuitable material shall be measured and paid in accordance with Section 205.2 of these specifications. The subgrade shall be compacted to not less than 95 percent of the maximum dry density.

All concrete items in this section shall be constructed on a minimum of 4-inches of aggregate base course unless noted otherwise, whether shown on the standard details or not. Aggregate base course shall be compacted to not less than 98 percent of maximum dry density.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.1 Concrete Curb, Gutter, and Curb Terminations

The pavement section (base and sub-base) shall extend to the back of curb.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.1a Single Curb

All single curb shall be constructed to MAG Detail 222.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.2 Concrete Sidewalk, Sidewalk Landing, and Ramp

Concrete sidewalk, sidewalk landings, and ramps shall be in accordance with COP GES Details or as otherwise modified on the plans.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.3 Concrete Driveway Entrances and 6 Inch Concrete Slabs

Portland cement concrete pavement shall contain 6 percent $\pm$ 1 percent entrained air. Slump shall be a maximum of 3½ inches.

Construction Joints shall be a maximum of 15 feet apart. The Contractor shall submit a jointing pattern for review and approval prior to construction.

Driveways shall include the curb returns to the existing grades as shown on MAG Detail 251 and modified by the driveway details in the plans. All concrete used in the driveways and adjacent sidewalk crossings shall be 6 inches thick.

Match up construction shall include 10 feet of replacement driveway surfacing from the new top of sidewalk to the existing driveway elevations behind the sidewalk unless otherwise shown on the plans.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.4 Concrete Valley Gutter

All concrete valley gutter shall be constructed on a minimum 8 inch thick aggregate base course, whether shown on the standard details or not.

340.3.10 Deficiencies

REMOVE in its entirety and REPLACE with the following:

Any section of the work deficient in depth or not conforming to the plans or specifications shall be removed and replaced by the Contractor at no additional cost to the City. Replacement or reconstruction shall be from joint to joint.

Concrete work that does not comply with tolerance requirements of MAG Specification 340.3.9 shall be removed and replaced. Remove and replace gutters that exceed the ponding tolerance. Grinding shall only be allowed if approved by the Engineer.

No placement of asphalt shall occur unless the Contractor receives acceptance from the Engineer for all concrete work, such as, but not limited to: curb and gutter, gutter, raised median, concrete sidewalks and ramps, and valley gutter.

It shall be the Contractor's responsibility to submit for approval in advance of any paving operations such that concrete work can be inspected, and deficient work can be removed and replaced by the Contractor. The Contractor shall make necessary removals, replacements and corrections at no additional cost to the City. The Contractor shall not receive any time extension for removal, replacements and corrections of deficient work unless approved by the Engineer. The Contractor shall not receive any time extension for failure to notify the City in a timely manner for inspection before paving operations.

Approval shall be a written document from the Engineer. Verbal approval shall not be accepted.

340.5.2 Concrete Flat Work

REMOVE in its entirety and REPLACE with the following:

Sidewalks, driveways, alley intersections, valley gutters, curb ramps and aprons, to include spandrels, will be measured to the nearest square foot complete in place. When concrete sidewalks, sidewalk ramps, driveways, alley intersections, valley gutters, curb ramps, aprons and/or spandrels are cut during trenching operations, the square foot measurement for payment will be in accordance with Section 336 of these specifications.

340.5.3 Curb Ramp Installation

REMOVE in its entirety and REPLACE with the following:

Curb ramp installation shall be measured in accordance with Section 340.5.2 of these specifications. Detectable warnings are an integral part of curb ramp installations and shall not be measured or paid separately.

Perpendicular curb ramps shall include the area from the back of curb between the outer edges of the ramp wings to the top of the curb ramp, ending prior to and excluding the top landing. The top landing area shall be measured as sidewalk in accordance with Section 340.5.2. Ramp curbs are an integral part of the perpendicular curb ramp installation and shall not be measured or paid separately.

Parallel and combination curb ramps shall include the ramp area between the ramp curb and the back edge of the roadway curbing. Ramp curbs are an integral part of parallel curb ramp and combination curb ramp installations and shall not be measured or paid separately.

ADD the following subsection to 340.5 Measurement:

340.5.4 Aggregate Base Course

Aggregate base course shall be considered incidental to all items in this section.

340.6 PAYMENT

ADD the following:

Aggregate base course shall be considered incidental to all items in the section.

No separate measurement or payment for the curb returns and transition curbs for driveways shall be made.

SECTION 345: ADJUSTING FRAMES, COVERS AND VALVE BOXES

345.1 DESCRIPTION

REMOVE the second paragraph in its entirety and REPLACE with the following:

All frames, covers, valve boxes, manholes, etc., shall be adjusted to finished grade after placement of asphalt concrete surface course by the Contractor in accordance with the standard details. Adjustments shall be completed within 15 working days of completion of paving.

The Contractor shall remove old frames and covers and install new frames and covers in accordance with the contract documents.

345.3 ADJUSTING FRAMES

REMOVE the second paragraph in its entirety and REPLACE with the following:

Frames shall be set to the elevations and slopes established by the Engineer and shall be firmly blocked in place in accordance with COP GES Detail 422Q. Spaces between the frame and the old seat shall be sealed on the inside to prevent any concrete from entering the hand hole or manhole. Class AA concrete shall be placed around and under the frames to provide a seal and properly seat the frame at the required elevation and slope.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ -inch wide by ½ - inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Details 270Q and 422Q)

Existing frames and covers shall be salvaged to the City. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

After removal of the temporary asphalt pavement in the area of adjustment, and prior to placement of the final concrete collar ring (as shown on COP GES Details 270Q and 422Q) the asphalt pavement in proximity of the adjustment shall be rolled with a self-propelled steel wheel roller if requested by the Engineer.

Traffic shall not be allowed on the concrete collars until the concrete has reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use “high-early” in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

345.4 ADJUSTING VALVE BOXES

REMOVE in its entirety and REPLACE with the following:

Valve boxes shall be adjusted to the new elevations indicated on the plans, or as established by the Engineer.

New valve box top risers and caps shall be furnished by the Contractor at existing water valve locations and placed as directed by the Engineer. New valve box top risers and caps shall be considered incidental to the cost of adjustment.

Existing valve box risers and caps shall be salvaged to the City. All salvaged items shall be delivered to the City Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ inch wide by ½ inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Detail 391Q)

Traffic shall not be allowed on the concrete collars until the concrete had reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use “high-early” in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

Add the following subsection to 345.4 Adjusting Valve Boxes:

345.4.1 Adjusting Meter Boxes

Meter boxes shall be adjusted to the new elevations indicated on the plans, or as established by the Engineer.

Additional meter box sections, concrete, and miscellaneous items required to protect the utility in accordance with the respective standard detail shall be considered incidental to adjusting the meter box.

345.5 ADJUSTING MANHOLE AND VALVE COVERS WITH ADJUSTMENT RINGS

REMOVE in its entirety and REPLACE with the following:

Existing sanitary sewer manhole and covers shall be salvaged to the City. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer.

Adjusting rings may be used to raise manhole covers in conformance to the dimensions noted on COP GES Detail 420Q-1. The amount of adjustment, thickness of seal or overlay, and cross slope will be considered when using adjusting rings. Each location where an adjusting ring is used must have a sufficient depth of asphalt to assure the proper installation and operation of the ring. The rings shall be made of concrete and installed per the manufacturer’s specifications. The rings shall be approved by the Engineer.

The concrete collar ring around the frame or valve box shall be circular, shall be a minimum of 8 inches thick, struck off and finished ¼ inch below with the adjacent new pavement surface. Concrete shall be a minimum of Class AA. All concrete shall be obtained from plants approved by the Engineer.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ inch wide by ½ inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Detail 270Q)

Traffic shall not be allowed on the concrete collars until the concrete has reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use “high-early” in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

All machined surfaces on the frame and cover shall be such that the cover will lie flat in any position in the frame and have a uniform bearing through its entire circumference. Any frame and cover which creates any noise when passed over by automobiles shall be replaced by the Contractor at the Contractor’s expense.

345.6 MEASUREMENT

ADD the following:

Measurement for adjusting existing frames, covers, valve boxes, and water meter boxes to finished grade shall be the actual number of each type adjusted and accepted.

Measurement for adjusting new frames, covers, valve boxes, and water meter boxes shall not be measured as adjustment to finished grade is considered incidental to installation of the respective item.

SECTION 350: REMOVAL OF EXISTING IMPROVEMENTS

REMOVE the section in its entirety and REPLACE with the following:

350.1 DESCRIPTION

The work under this section shall consist of the removal, wholly or in part, and satisfactory disposal of all structures and obstructions within the right-of-way 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 cavities.

Existing structures, pavement, sidewalks, curbs, gutters 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 become the property of the Contractor.

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 damage active utilities or any portion of the improvement that is to remain in place.

350.2 CONSTRUCTION REQUIREMENTS

Bridges, culverts and other structures in use by traffic shall not be removed until satisfactory arrangements have been made to accommodate the traffic. Blasting or other operations necessary for the removal of an existing structure or obstruction, which may damage new construction, shall be completed prior to commencing the new work.

Items designated to be salvaged shall be carefully stockpiled or stored by the Contractor at locations designated in the special provisions 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 of these specifications. Backfill of all excavated areas below structures shall be in accordance with MAG Specification and COP Supplement 206.4.

350.3 REMOVAL OF PAVEMENT

(A) Portland Cement Concrete Pavement: Unless otherwise specified in the special provisions, concrete pavement designated on the project plans to be removed shall be removed from the job site and disposed of at a site secured by the Contractor.

Where new construction is to join the existing concrete pavement, the pavement shall be saw cut to a true line perpendicular to the centerline of the pavement with straight vertical edges free from irregularities.

(B) Bituminous Pavement: Unless milling is noted on the plans or is a bid item, all bituminous pavement designated on the project plans to be removed, shall be completely removed down to the underlying base course or subgrade. The pavement material shall be removed and disposed of at a site secured by the Contractor.

Where new construction is to join existing bituminous pavement, the existing pavement shall be cut to a true line perpendicular to the centerline of the pavement with straight vertical edges free from irregularities. The removal of asphaltic concrete at the approaches to structures shall be accomplished in a manner approved by the Engineer.

350.4 REMOVAL OF STORM PIPE AND CULVERTS

All removed pipe which is to be salvaged or re-laid shall be cleaned of all earth and other material inside and outside prior to being stockpiled or reused. Pipe to be reused shall be stored when necessary to avoid damage or loss before relaying.

Existing pipe to be partially removed shall be cut with straight and smooth edges on a plane perpendicular to the center line of the pipe.

Pipe that is not salvaged shall become property of the Contractor, removed from the project, and disposed of properly.

350.5 REMOVAL OF MISCELLANEOUS CONCRETE

Miscellaneous concrete shall be defined as all or portions of mortared rubble masonry, curbs, gutters, sidewalks, driveways, aprons, slope paving, island paving, retaining walls, spillways, drainage structures, concrete box culverts, foundations, footings and all other Portland cement concrete or masonry construction, except bridges and pavement. All existing miscellaneous concrete shall be removed to a depth of at least 5 feet below finished subgrade elevation unless otherwise noted on the project plans or special provisions. Other specification sections that discuss removal of concrete items shall supersede the provisions in this section.

Where new concrete is to join existing concrete, the existing concrete shall be saw cut to a true line with straight vertical edges free from irregularities.

Concrete removal operations shall be performed without damage to any portion that is to remain in place. All damage to the existing concrete, which is to remain in place, shall be repaired to a condition equal to that existing prior to the beginning of removal operations. The repairing of existing concrete damaged by the Contractor's operations shall be at no additional cost to the City.

Existing reinforcement that is to be incorporated in new work shall be protected from damage and shall be thoroughly cleaned of all adhering material before being embedded in new concrete.

Concrete shall be disposed of as provided in 350.3(A).

The floors of concrete basements, pits and structures that are located within the right-of-way shall be completely removed.

350.6 REMOVAL OF UTILITIES

Removal of water mains, sewer mains, and related appurtenances shall be in accordance with COP Supplement 650 and 651, respectively.

All existing utilities not designated for removal shall remain in place and be protected against damage.

A utility may be abandoned in place below a new major structure that is part of the work only if approved by the Agency and solidly filled with grout using methods approved by the Agency. All abandoned utilities to remain and the approved abandonment method shall be noted on the installation record drawings.

Utilities to be removed by the Contractor shall be disconnected and taken out in accordance with the requirements of the utility owner to the limits shown on the plans. Utility removal shall not be performed until a release has been obtained from the utility stating that their respective service connection and appurtenant equipment have been disconnected, removed or sealed and plugged in a safe manner.

The Engineer shall be notified when utilities are encountered that are not shown on the plans.

350.6.1 Removal and Disposal of Asbestos Cement Pipe

(A) Background

Asbestos Cement Pipe (ACP) is a mixture of Portland cement and asbestos fibers. It was introduced into North America in 1931 and by 1953 the American Water Works Association (AWWA) had established standards for ACP. Along with many other cities, ACP water mains were installed in the city of Prescott and as a consequence, we have a considerable quantity of this material in service. Some of these mains are old and need to be replaced; some are undersized and need to be upsized; and others are in conflict with new utility installations and need to be relocated. These actions require all or part of the existing ACP system to be removed and disposed. Subsequent to ACP's introduction into the United States, the EPA determined that asbestos, in an airborne condition, is a hazardous material and established laws/guidelines for the handling and disposal of the material. The Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) establishes requirements for the removal and disposal of regulated asbestos containing materials. This policy statement establishes procedures and identifies responsibilities for the proper handling of asbestos-cement pipe in conformance with the Asbestos NESHAP requirements in effect as of November 1990.

NOTE: As used herein, the term "Excavator" shall refer to that entity (individual or contractor) which actually excavates and exposes the pipe. The term "Generator" means any owner or operator of a source (covered by the regulation) whose act or process produces asbestos containing waste material. The term "extra cost" shall refer to the cost over and above the removal and disposal of the pipe in a non-friable state.

(B) Policy

(1) It is the intent of the City to comply with the requirements of the Asbestos NESHAPS found at 40 CFR Part 61, Subpart M. This Policy Statement will establish procedures to be used by all Excavators in the removal and disposal of ACP in compliance with NESHAPS. Nothing in this Policy Statement shall be construed to void any provision of a contract or other law, ordinance, regulation or policy whose requirements are more stringent.

(2) ACP is defined under NESHAPS as a Category II, non-friable, non-regulated material in its intact state but which may become friable upon removal, demolition, and/or disposal. Consequently, if the removal/disposal process renders the ACP friable, it is regulated under the disposal requirements of 40 CFR 61.150. If more than 260 linear feet of ACP is removed which on removal will become friable, a NESHAPS notification must be filed with the Yavapai County Environmental Services Department. The notification must be filed at least 10 days prior to removal of the material. If it remains in its non-friable state, as defined by the NESHAPS, it can be disposed as a conventional

construction waste. EPA defines friable as material, when dry, which may be crumbled, pulverized or reduced to powder by hand pressures.

(3) The Generator of the hazardous material is responsible for the identification and proper handling, transportation, and disposal of the material. Therefore, it is the policy of the City that if the actions of the Excavator cause the material to become friable, and therefore subject to the regulations, that the Excavator becomes the Generator.

(4) The requirements of A.R.S. § 40-360.21 through 40-360.32 (Blue Stake Law) are important with respect to implementation of this policy statement. The Blue Stake Law mandates the owner of the facility (in this case the City) to maintain installation records and, upon request, to properly locate the underground facility. The law also places requirements on the Excavator to:

- (a) Call Arizona 811 at least 2 working days prior to the start of excavation.
- (b) Mark the boundaries of the location to be excavated.
- (c) Excavate in a careful and prudent manner, including hand digging within 24 inches of the underground facility.
- (d) Notify the City if the Excavator encounters an underground facility that has not been located and marked or has been marked in the wrong location.

If the Excavator does not comply in full with Arizona 811 requirements and therefore causes non-friable ACP to become friable, any and all extra costs incurred to handle, containerize, transport, and dispose of the asbestos containing waste shall not be paid or reimbursable by the City. If Arizona 811 requirements are met and ACP is accidentally or unknowingly disturbed thereby causing it to become friable, the Excavator may seek reimbursement from the City for additional costs to handle, containerize, transport and dispose of the material following the procedures described herein.

(5) The Contractor shall retain the services of an independent, qualified, licensed asbestos abatement Consultant. All removal and disposal of ACP shall be under the cognizance of the Consultant. The Excavator is responsible to contact the Consultant a minimum of 2 working days prior to the initiation of removal/disposal operations.

The Consultant will monitor the Excavator's work. If the ACP was not planned for removal and the Excavator accidentally disturbs the pipe, the Excavator will cease all work and notify the Engineer immediately for further instructions.

(6) It is the intent of the City that all ACP shall be removed in such careful and prudent manner that it remains intact and non-friable. The Excavator is responsible to deploy the means, methods, techniques, and sequences to ensure this result. When it is a practical impossibility, as determined by the Engineer, to remove the ACP without creating a friable material, the City will pay the Excavator for the removal of friable material in accordance with the measurement and payment section. The Excavator shall take steps to minimize the amount of the friable waste and abide with all asbestos regulatory requirements. The Consultant shall be available to provide recommendations or suggestions, which the Excavator may or may not choose to deploy. The Consultant shall measure or otherwise assess and recommend to the Engineer the amount or percentage of friable waste for which the City should pay for removal and disposal with the remainder being the responsibility of the Excavator. If the ACP is caused to become friable, the Consultant shall conduct perimeter air monitoring upon request by the City. If the Excavator fails to notify the Consultant, fails to excavate and remove the ACP in a careful and prudent manner creating friable material or fails to abide with all asbestos regulatory requirement, the Excavator shall be deemed to be the Generator responsible to handle, transport and dispose of the ACP in accordance with the NESHAPS requirements and will not be reimbursed for any cost incurred. This will include all penalties and associated legal fees of the Generator as well as any penalties assessed against the City, and any associated legal fees incurred by the City for violation of any of the asbestos regulatory requirements that are caused by the Excavator.

- (7) ACP shall NOT be crushed and left in place.
- (8) Compliance with all aspects of worker safety and health regulations including but not limited to the OSHA Asbestos Standard is the responsibility of the Excavator. The City assumes no responsibility for compliance programs which are the responsibility of the Excavator.
- (9) Payment for removal of non-friable existing asbestos cement pipe shall be at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill in accordance with the specifications.
- (10) Payment for removal of friable existing asbestos cement pipe shall be a contingent item at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill as determined by the Engineer in accordance with this section and other provisions of the specifications.

350.7 REMOVAL OF SIGNS AND DELINEATORS

Street signs, traffic control signs, traffic signal material and control devices shall be removed as designated on project drawings, salvaged and delivered to the City at the site designated by the Engineer. The Contractor shall dismantle the sign panels and delineators and remove the sign posts from the ground in such a manner as to prevent damage to the posts. The Contractor shall not remove the existing signs prior to the completion of the new sign installation, but shall remove them within 5 working days after the installation of the new signs or as directed by the Engineer.

350.8 REMOVAL OF FENCE

All fence to be removed, shall become the property of the Contractor unless designated for salvage on the project plans. If fence is designated to be removed and salvaged, all fence, including gates shall be salvaged in accordance with the requirements of 202-3.01.

When designated for salvage, fence and gates shall be carefully dismantled and neatly rolled or coiled. Posts shall be cleaned of all concrete and dirt.

In areas where new fence or relocated fence is to be installed, the Contractor shall perform the removals in such a manner as to prevent the escape of any livestock and/or domestic pets, including the placement and removal of temporary fence when necessary.

350.9 REMOVAL OF GUARDRAIL

All guardrail to be removed shall become the property of the Contractor unless otherwise specified on the project plans.

If guardrail is designated to be removed and salvaged, the Contractor shall carefully dismantle the guardrail and remove the blocks and posts in such a manner as to prevent any damage to the removed items. The guardrail, including panels, end sections, posts and all hardware shall be salvaged in accordance with the requirements of 350.2.

350.10 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for removal of existing improvements unless otherwise noted on the plans or there being removal bid items. This work shall be considered incidental and included in the unit price bid for construction of the appropriate contract pay items.

Measurement for non-friable and friable asbestos cement pipe shall be by the linear foot of pipe removed.

Payment for removal of non-friable existing asbestos cement pipe shall be at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill in accordance with the specifications.

Payment for removal of friable existing asbestos cement pipe shall be a contingent item at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill as determined by the Engineer in accordance with paragraphs E and F and other provisions of the specifications.

PART 400 – RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401: TRAFFIC CONTROL

401.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Traffic control is the responsibility of the Contractor and shall be performed in accordance with 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 with the latest revisions, Prescott Traffic Barricade Manual, and the project plans.

(A) Prior to beginning the project, the Contractor shall submit to the City, for approval, a traffic control plan for all activities connected with the proposed work. He must obtain approval from the Engineer for the traffic control plan and schedule prior to any construction. The Contractor shall submit the traffic control plan to the Engineer at or before the project preconstruction conference.

(B) Written notice shall be given to the Engineer or the Engineer's authorized representative on the job 48 hours prior to any changes in detours or routes of access. The notice shall give specific details with maps showing the access to all residences and businesses affected by the project.

(C) The City Police and Fire Departments shall be continually updated on access routes along and through the site during construction.

401.2 TRAFFIC CONTROL DEVICES

ADD the following:

(C) All traffic control devices required for the project shall be the responsibility of the Contractor.

(D) When required to cross, obstruct, or close a street, traffic way, or sidewalk for a short duration that is approved by the Director, the Contractor shall provide and maintain suitable bridges, detours or other approved temporary means for the accommodation of vehicular and pedestrian traffic.

(E) When traffic conditions at the construction site warrant the use of certified police personnel to direct traffic, arrangements shall be made with the City Police Department, Yavapai County Sheriff's Office, or Department of Public Safety for off-duty officers.

401.3 FLAGMEN OR PILOT CARS

REMOVE in its entirety and REPLACE with the following:

The Contractor shall provide sufficient certified flagmen, uniformed off-duty law enforcement officers and pilot cars to expedite the safe passage of traffic through the work zone as determined by the Engineer.

Any individual who is stationed in a work zone to provide temporary traffic control (flagmen) or to drive a pilot car shall have completed training and be certified in flagging through a program that meets the training and certification standards of the National Safety Council flagger training program, the American Traffic Safety Services Association (ATSSA) flagger program or an equivalent program that meets the same objectives. An equivalent program must be approved by the Director and meet the US Department of Transportation Federal Highway Administration's Standards for the control of traffic through highway work zones as defined in the manual on uniform traffic control devices for streets and highways. This training and certification shall be renewed at least once every 4 years. It is the Contractor's responsibility to provide the certifications to the Engineer before flagmen engage in the traffic control and/or temporary traffic control. This section does not apply to law enforcement personnel who are employed by governmental entities. Should appropriately trained flaggers not be present, the City, at its discretion may cease operations until appropriately trained flaggers can be provided on-site.

401.6 MEASUREMENT

REMOVE in its entirety.

401.7 PAYMENT

REMOVE in its entirety.

ADD the following subsection to Section 401- Traffic Control:

401.8 MEASUREMENT AND PAYMENT

Payment for traffic control shall be at the applicable unit price bid in the contract documents.

(A) Preparation of traffic control plan shall be inclusive of all submittals, reviews and if needed, re-submittals.

(B) Flaggers shall be per hour for actual time directing traffic. It does not include travel time or time spent setting up or taking down devices.

(C) In the event off-duty police personnel are required to direct traffic, the bid schedule includes an allowance for certified police personnel for the purpose of encumbering funds to cover the cost of certified police personnel. The amount of the allowance is determined by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount in the bid proposal and shall reflect the same in the total bid for the project.

It shall be understood that this allowance is an estimate only. The allowance shall be not used without approval of the Engineer.

Reimbursement for certified police personnel shall be based on actual cost, plus an allowable markup to the prime Contractor of 15 percent, for use of certified police personnel approved by the Engineer.

Flagmen, uniformed off-duty law enforcement officers or pilot cars, with driver, will be measured by the hour for each individual, including vehicle and equipment, required to perform traffic control. When an officer is

used less than 3 hours, a minimum of 3 hours will be charged. Anything over 3 hours will be measured by the hour.

Payment will be made at the contract bid price in the proposal for uniformed, off-duty law enforcement officer. If the officer is utilized in excess of 8 hours in any calendar day or in excess of 40 hours in any calendar work week, payment shall be at the rate of 1½ times the contract bid price for all hours worked in excess in either of the above time periods.

(D) Barricades and storage shall be at the lump sum bid and shall be inclusive of all temporary signs and devices in the traffic control plan and as required by the MUTCD, COP Traffic Barricade Manual and the Engineer.

(E) Message boards shall be measured by each per day as determined necessary by the approved traffic control plan and the Engineer.

(F) Pilot car and driver shall be per hour for actual time used as required by the approved traffic control plan and the Engineer. It does not include travel time or time spent setting up or taking down devices.

(G) Incidental traffic related items shall include all other pertinent tools, equipment, devices and or work required to provide safe and effective traffic control in accordance with the approved traffic control plan, the MUTCD and the Engineer.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 402: PAVEMENT MARKINGS AND STRIPING

402.1 THERMOPLASTIC PAVEMENT MARKINGS

Work under this item shall be performed per ADOT Specification 704.

(A) Stop Bars and Crosswalks: Work under this item shall consist of the application of thermoplastic striping material at the locations noted on the project plans. All stop bars shall be 18 inches in width unless otherwise specified. Crosswalks shall be 12 inches in width.

(B) Measurement shall be in accordance with ADOT Specification 704-5 (width times length divided by 4 inches equals LF as shown in bid schedule).

(C) Pavement Markings: Pavement markings shall be in accordance with ADOT Specifications 704-4, ADOT 4-M 1.12 through 4-M 1.17, and as modified herein. Work under this item shall consist of the application of thermoplastic striping material at the locations noted on the project plans.

402.2 TEMPORARY STRIPING

Work under this item, temporary striping (paint) where required, shall be performed per ADOT Specification 701-3.05.

402.3 PERMANENT PAVEMENT MARKINGS

Work under this item shall be performed per ADOT Specification 708.

402.4 MEASUREMENT AND PAYMENT

Measurement and payment for pavement markings shall be at the per each basis for each legend or marking installed in accordance with ADOT Specification 704-5.

Measurement and payment for temporary striping shall be per ADOT Specifications 708-4 and 708-5.

Measurement for permanent pavement markings shall be in accordance with ADOT Specification 708-4 (width times length divided by 4 inches equals LF as shown in bid schedule). Payment for permanent pavement markings shall be in accordance with ADOT Specification 708-5.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 403: PERMANENT SIGNING, SIGN POSTS AND DELINEATORS

403.1 DESCRIPTION

Work under this item shall be done in accordance with the project drawings and requirements of the Manual MUTCD, MAG Detail 131, and ADOT Signing and Marking Standards.

403.2 GENERAL SIGNING GUIDELINES

- (A) All signing shall conform to the most recent editions of the publications shown above with regard to size, color, shape and placement.
- (B) All signs shall be new (other than those shown to be relocated). All new and relocated signs shall be mounted on new posts with new hardware. Signs designed for installation on existing street light poles shall be mounted with new hardware.
- (C) Traffic sign dimensions, colors and lettering shall conform to the latest MUTCD Specifications. Traffic sign size shall be standard unless otherwise specified here or on the plans.
- (D) All non mountable curb section signs shall be located at least 2 feet from the curb face to the nearest edge of the sign. All other roadways signs shall be mounted from 6 feet to 12 feet from the edge of the pavement to the nearest edge of the sign, unless otherwise noted in the sign summary table or on the plans.
- (E) Roadways with guardrail signs shall be located at least 6 feet from the face of the guard rail to the nearest edge of the sign, unless otherwise noted in the sign summary table or on the plans.
- (F) Sign location shall be coordinated with landscaping plans to ensure sign visibility per AASHTO Standards.
- (G) Signs shall be mounted on street light poles whenever feasible.
- (H) All signs installed in areas where parking or pedestrian movements occur shall typically be erected at a height of 7 feet above the normal edge of pavement or sidewalk to the bottom of the sign or to the lowest sign in a multiple sign installation assembly with the following exceptions:
 - (1) The height to the bottom of a secondary sign mounted below another sign may be up to 2 feet less than the height specified above.
 - (2) If the bottom of a secondary sign that is mounted below another sign is mounted lower than 7 feet above a pedestrian sidewalk or pathway, the secondary sign shall not project more than 4 inches into the pedestrian facility.

- (3) Object markers shall be installed at least 4 feet above the normal edge of pavement.
- (I) All R1-1 "STOP" signs and pedestrian warning signs shall be reflective with all reflective sheeting material to be diamond grade.
- (J) All other signs are to be reflective with all reflective sheeting material to be high intensity prismatic meeting or exceeding ASTM D4956-04.
- (K) Sign blanks shall be 5052-H38 alloy treated aluminum with Alodine 1200 conversion coating, 0.080 inch thick with rounded corners.
- (L) Stop signs are to be shown at all local street intersections within a subdivision unless an engineering study shows that no control or yield control is warranted. Stop signs shall be designed and shown at all collector and non signalized arterial street intersections.
- (M) Stop signs and Yield signs shall be a minimum of 30 inches in width. When specified by the City Traffic Engineer 36 inch and/or 48 inch signs may be required on major collectors and arterial streets.

403.3 SIGN POSTS

- (A) Sign posts shall conform to the COP GES Detail 131Q.
- (B) For new construction the Telspar, Uni-strut or approved equal 12 gauge, galvanized steel, 4 sided perforated square tubing is required. Two inch tubing shall be used for smaller signs while 2½ inch tubing shall be used for the larger signs.
- (C) The post shall be tall enough to provide the minimum clearances specified in COP GES Detail 131Q.
- (D) The base and sleeve system for the sign shall be anchored in a minimum of a 24 inch deep, 12 inch diameter foundation of concrete. The base shall have a breakaway slip base system. The exposed post from the base shall be 4 inches to 6 inches high.
- (E) Signs over 48 inches wide shall be mounted on two, 2½ inch posts with a horizontal support frame.
- (F) All station locations are approximate. The Contractor shall verify actual sign locations with the Engineer prior to the installation of all signs.
- (G) The Contractor shall verify post lengths and elevations prior to installation.

403.4 MEASUREMENT AND PAYMENT

Measurement and payment shall be the unit price per each for posts and delineators and per square foot for sign panels, complete and in place.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 404: LOOP DETECTORS

404.1 QUADRUPOLE LOOP DETECTORS

- (A) Loop detectors shall be installed in base course of asphalt concrete pavement and conform to ADOT Specifications 735 and 732-2.01, ADOT Traffic Signals and Lighting Standard Drawings (2010) 7-1. All

loop detectors shall be installed per ADOT Signals and Lighting Standard Drawing T.S. 7-1, Sheet 2. Installation shall include the home runs and installation of loop wiring into the existing signal cabinet. The hardwiring in the cabinet will be accomplished by City forces unless otherwise specified.

(B) Prior to bidding, the Contractor shall verify the location and layout of the existing detector loops and appurtenant home runs to ensure that home runs are re-established in their original configuration. Loop detectors shall be centered in lanes. The Contractor shall verify loop layout with the Inspector prior to installation.

404.2 MEASUREMENT AND PAYMENT

Measurement shall be a complete quadrupole loop installation. Payment shall be made on a per each installed basis.

SECTION 405: SURVEY MONUMENTS

405.1 DESCRIPTION

ADD the following:

All efforts shall be made to protect survey monuments from being disturbed or damaged. Monuments shall be: 1) re-established by a Registered Land Surveyor at the Contractor's expense if disturbed, damaged or covered, and 2) located by a Registered Land Surveyor where noted on plans.

All survey monuments, including but not limited to street centerline monuments, benchmarks, control points, and property corner monuments shall not be moved or otherwise disturbed by the Contractor until an authorized agent of the agency having jurisdiction over the survey monuments has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction. Any survey monuments uncovered, found, damaged, defaced, disturbed, removed, or displaced by the Contractor shall be replaced at the Contractor's expense.

405.2 MATERIALS

REMOVE the first paragraph in its entirety and REPLACE with the following:

The concrete portion of monuments shall be constructed in accordance with the provisions in Sections 725 and 505 of these specifications. Concrete shall be Class AA.

405.3 CONSTRUCTION

REMOVE the fourth paragraph in its entirety.

ADD the following:

Frames, covers and concrete shall be installed per COP GES Detail 120Q.

405.5 PAYMENT

ADD the following:

No separate payment shall be made for resetting property monuments. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

Payment for survey monuments shall be based on a per each unit complete in place.

SECTION 430: LANDSCAPING AND PLANTING**430.3.2 Seeding**

REMOVE in its entirety and REPLACE with the following:

430.3.2 Seeding (Hydraulic)

(A) Seeding consists of furnishing and applying chemical fertilizer; furnishing and planting seed and furnishing, applying and affixing mulch. The areas to be seeded are disturbed or un-vegetated areas. Slopes are required to be seeded immediately upon completion; coordination with grading operations will be required.

Application rates of seed as specified are for Pure Live Seed (PLS). PLS is determined by multiplying the sum of the germination and hard or dormant seed by purity. Weed content of seed shall not exceed 0.5 percent. No substitution of species, strain or origin of seed will be allowed unless evidence is submitted in writing by the Contractor to the Engineer showing that the specified materials are not reasonably available during the contract period. The substitution of species, strains or origins shall be made only with the written approval of the Engineer, prior to making said substitution.

The seed shall be delivered to the project site in standard, sealed, undamaged containers. Each container shall be labeled in accordance with A.R.S. § 3-231 through 3-243 and the US Department of Agriculture rules and regulations under the Federal Seed Act. Labels shall indicate the variety or strain of seed, the percentage of germination, purity and weed content, and the date of analysis, which shall not be more than 9 months prior to the delivery date.

(B) Seed Mix

<u>Botanical Name</u>	<u>Common Name</u>	<u>Seed/lb</u>	<u>Rate/Acre- PLS (Pure Live Seed)</u>
Agropyron dasystachym	Thickspike Wheatgrass	154,000	3.0
Bouteloua gracilis	Blue Gramma	825,000	2.0
Koeleria crisata	Prairie Junegrass	825,000	1.0
Mulenbergia wrightii	Spike Muhly	1,000,000	1.5
Festuca arizonica	Arizona Fescue	500,000	2.0
Elymus elymoides	Squirrel Tail	192,000	4.0
Sporobolus cryptandrus	Sand Dropseed	5,298,000	0.75

(C) **Seed Supply Agreement:** The required species may be in short supply during the project. Therefore, the Contractor shall enter a contractual agreement with a seed collector/supplier that verifies that sufficient supply of specified plant materials will be available on or immediately prior to the seeding dates. This requirement shall be fulfilled within 45 days following the preconstruction conference in order to allow sufficient time for seed collection. The Contractor shall provide written notification to the Engineer verifying that the required species are available and secured for the project. The collection contractor shall test the seed for purity and viability and hold the seed in a manner which maintains its viability. The Contractor shall submit purity and viability test results to the Engineer for approval prior to the initiation of seeding operations. If it is required to be held for more than a year from initial testing the seed shall be tested again for viability. The Contractor shall compensate the seed supplier a percentage of the seed cost to hold seed material and for the seed tests as identified in Basis for Payment.

(D) **General**

The slurry for the hydroseed process shall be as follows:

<u>Slurry Mix</u>	<u>Rate</u>
Hydrofiber: Silva, Conwed or Spray mulch x-100 wood fiber or equivalent	800 lbs/acre
Tackifier	80 lbs active ingredient/acre
Starter fertilizer: Ammonium Phosphate	16-20-0 200 lbs/acre
Seed mix	As specified
Soil conditioner	1000 lbs/acre

The seed shall be applied within 30 minutes after being combined with the slurry mix.

<u>Ingredients for Slurry Application</u>	<u>Percentages (Minimum)</u>
Nitrogen	5
Phosphoric Acid	3
Water Soluble Potash	1
Humas	50
Humic Acids	15
Soluble Metallic Iron	1

(E) **Wood Cellulose Fibers:** Wood fiber mulch shall consist of a specially prepared wood fiber processed to contain no growth germination inhibiting factors. The mulch shall be virgin wood and be manufactured and processed so the fibers will remain in uniform suspension in water under agitation to form a homogenous slurry. The mulch shall have a pH range between 4.5 to 6.5.

When hydraulically sprayed on the ground, the material will form a blotter-like cover impregnated uniformly with seed. The cover will allow the absorption of moisture and allow rainfall to percolate to the underlying area.

(F) Tacking Agent: Binder shall be free flowing, non-corrosive powder produced from natural plant gum marketed under M-Binder, M145 Binder, AZ-TAC or approved equal. It shall have gelling properties to inhibit the tendency of water and fiber to move downhill as they are sprayed on steep slopes.

(G) Construction Requirements

(1) General: The Engineer will regularly observe the weighing of seed, mixing of slurry mix and application of seed.

(2) Seeding: Seeding shall be done immediately following the final grading or disking of each cut slope and each fill slope. The soil surface shall be loose. The Contractor will be required to mobilize frequently to accomplish this goal. No seeding shall be carried out under wind conditions exceeding 5 mph. Scheduling of seeding mobilization will be coordinated with the Engineer at the weekly construction meetings. In no case shall a decision by the Engineer relieve the Contractor from the requirement of seeding prior to measurable rainfall. If measurable rain falls prior to seeding, or if the surface of the graded area has formed a crust or slightly hardened surface, the Contractor shall be responsible for ripping, blading or loosening the ground surface, or otherwise repairing and/or preparing the affected areas for seed, after they adequately dry out and prior to seeding, at no cost to the City. The use of specialized equipment or manual methods may be required to prepare the surface for seeding, if seeding is not accomplished immediately after grading or disking.

Seed is to be accomplished during the window of June 1 to July 15 and November 1 to January 30. These windows are to allow expected seasonal rains to start germination process.

All areas disturbed by construction are to be seeded. This may be more area than shown on the plans. All areas are to be approved by the Engineer. The Contractor shall coordinate seeding operations with slope construction so that the tops of cuts and toes of fills can be reached with hydroseed equipment.

Hoses may be used where heavy equipment cannot access.

(3) Tillage: All slopes steeper than 3:1 shall either have a loose, friable soil depth of 2 inches or more or be tilled a minimum of 4 inches in depth as they are constructed.

Tillage shall be accomplished with a ripper bar, chisel plow or harrow tool or with other equipment which will provide thorough soil cultivation.

Tillage shall be performed along the contour. The slopes behind guardrail and in the ditch line in cut shall be left with roughened surface to aid in water absorption. Seeded areas which are not behind guardrail or between the ditch line and the roadway on a cut shall be left in a firm surface free of foreign material that would interfere in the seeding operation.

No work shall be done when the moisture content of the soil is unfavorable or the ground is otherwise in a condition not conducive to tillage.

(4) Planting: The Contractor shall submit a batch (tank) mix for the Engineer's approval prior to mixing any seed/mulch slurry. Batch mixing and coverage will be monitored throughout seeding operations. The Contractor is to coordinate monitoring with the Engineer in advance of mixing.

After the tillage is complete and accepted by the Engineer, seed shall be planted by slurry mix (cut slopes steeper than 3:1).

All areas to be seeded shall have a starter fertilizer of ammonium phosphate 16-20-0 applied at a rate of 200 pounds per acre and soil condition at the rate of 1,000 pounds per acre.

Any material sprayed on non-designated areas shall be immediately removed by the Contractor at the Contractor's expense. Non-designated areas include pavement, guardrails, signs, plants and existing vegetation.

(5) Anchorage by Tacking: Mulch shall be anchored by tacking using a slurry consisting of a minimum of 150 pounds of binder, 400 pounds of wood fiber mulch and 700 gallons of water per acre.

(6) Preservation of Seeded Areas: Any material sprayed on non-designated areas shall be immediately removed by the Contractor at the Contractor's expense. Non-designated areas include pavement, guard rails, signs, plants, and existing vegetation.

(7) Warranty: The Contractor shall guarantee that 75 percent of the applied tackifier remains in place for a period of 30 days after acceptance of the seeding application. Any areas that have less than 75 percent of the tackifier remaining shall be reseeded, re-mulched and re-tacked at the Contractor's expense.

Areas that require reseeding and re-mulching under the warranty shall be done at no additional cost to the City. The 30 day period(s) shall be within the allotted contract time.

Measurement and Payment: Seeding will be measured by the acre, to the nearest tenth acre, measured along the ground surface for the areas which have been planted and mulched, as determined by the Engineer. The Contractor may be reimbursed a partial payment based on the invoice amount for the cost to hold and test the seed in conformance with the Seed Supply Agreement.

The accepted quantities of seeding, measured as provided above, will be paid for at the contract price per acre for the full performance of the work herein described, which price shall be full compensation for the work completed including all equipment, labor and materials required.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 431: LANDSCAPE ROCK

431.1 REMOVE AND REPLACE LANDSCAPE ROCK

Landscaping shall be protected and restored in accordance with Section 107.9 of these specifications. Existing landscaping rock shall be removed, stockpiled, and replaced in its original position as closely as possible.

Measurement and Payment: Payment shall be per lump sum amount.

PART 500 – STRUCTURES

SECTION 505: CONCRETE STRUCTURES

505.1.1 Minor Structures

REMOVE in its entirety and REPLACE with the following:

Concrete structures such as manholes, catch basins, median barriers, headwalls, cattle guards, and other miscellaneous structures as defined by the Engineer are hereby defined as minor structures. Minor structures

shall be precast units. MAG Type D Catch Basins shall be cast-in-place. Cattle guards, median barriers, and headwalls, at the option of the Engineer, may be either constructed of cast-in-place concrete, or furnished as precast units. Precast units shall be fabricated in accordance with shop drawings submitted by the Contractor and approved by the Engineer, in accordance with the requirements of MAG Specification and COP Supplement 105.2. All structures not defined as minor structures shall be classified as major structures.

(A) Concrete Drainage Outlet/Structure: The work consists of constructing a concrete drainage outlet(s) and structure(s) as designated on the project drawings in accordance with Sections 505 and 725 of these specifications, and as modified herein. All cast-in-place concrete shall be Class AA, 4,000 psi. Subgrade and base materials under the structure shall be compacted to not less than 95 percent of the maximum dry density as determined by AASHTO T 99. No additional payment will be made for aggregate base materials required under concrete structures. The base material shall be considered incidental to the construction of this item and provided for in the unit price for the work. Measurement and payment under this item shall be to the nearest square foot complete in place in accordance with the respective detail for flat work, and per each unit installed for structures.

(B) Concrete Headwall: Work under this item shall be in accordance with COP Supplement 505 and 725, MAG Specifications 726 and 727; MAG Details 501-1 and 501-2; and the project drawings. Concrete shall be Class AA, 4,000 psi. Payment shall be made per each headwall installed complete in accordance with the respective detail.

(C) Concrete Catch Basin: Work under this item shall be in accordance with MAG Details 530 through 540-2; COP Supplement 505 and 725; and above mentioned specifications for Portland Cement Concrete. All grates shall be bicycle safe type. Measurement and payment under this item shall be per each catch basin complete in place in accordance with the respective detail, to include grates.

(D) Scupper: Work under this item shall be in accordance with MAG Details 203 and 206. Concrete shall be Class AA, 4,000 psi. Measurement and payment under this item shall be per each scupper installed complete in place in accordance with the respective detail.

(E) Concrete Retaining Wall: Work under this item shall be in accordance with the project drawings. Measurement and payment under this item shall be to the nearest square foot of the retaining wall measured from the top of the footing to the top of the wall complete in place in accordance with the respective detail.

505.6.2 Adverse Weather Concreting

REMOVE in its entirety and REPLACE with the following:

Adverse weather concreting shall be in accordance with COP Supplement 725.

PART 600 – WATER, SEWER, STORM DRAIN AND IRRIGATION

SECTION 601: TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.1 DESCRIPTION

ADD the following:

(A) Unless specifically identified, no investigation of subsurface soil conditions for water or sewer main installation has been made for project limits.

(B) Excavation, backfilling and compaction shall be in accordance with this section and standard details as noted.

(C) All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem. The costs of furnishing pumps, pipes, special bedding, and over excavation as required to provide a stable foundation, and other equipment and materials shall be incidental to the work in accordance with COP Supplement 200.1.

601.2.3 Trench Grade

REMOVE in its entirety and REPLACE with the following:

All construction staking shall be in accordance with Section 105.8 of these specifications.

For all pipe, the Contractor shall excavate for and provide an initial granular bedding at least 6 inches thick. This bedding material shall be placed at a uniform density with minimum compaction and fine graded as specified below.

601.2.5 Over-excavation

REMOVE the second paragraph in its entirety and REPLACE with the following:

Unauthorized excavation below the specified grade line shall be refilled at the Contractor's expense with bedding material compacted to a uniform density of not less than 95 percent of the maximum density as determined by AASHTO T 99 and T 191 or ASTM D6938. When AASHTO T 99, method A or B, and T 191 are used for density determination, ADOT Procedure ARIZ 227c will be used for rock correction.

ADD the following subsection to 601.2 Excavation:

601.2.11 Rock Excavation for Utility and/or Drainage Construction

(A) Definition of Rock: When rock is encountered, it shall be stripped of earth and shale, and the Engineer notified in order that he may measure or cross-section the same. In lieu of stripping the earth overburden prior to excavation/blasting, the Engineer and the Contractor may mutually agree on a method to define the vertical limits of rock. Any rock excavated before such measurement or agreement is made, will not be estimated, allowed, or paid for. Rock excavation shall be defined to include: all hard, solid rock in ledges; bedded deposits and unstratified masses; all natural conglomerate deposits so firmly cemented as to present all the characteristics of solid rock; and masonry or concrete structures not shown on the plans. Shales, hard pan, masonry and concrete rubble boulders less than 1 cubic yard which are not a part of or attached to substrata of rock, shall not be considered rock excavation. Additionally, material to be considered "rock" shall be of such hardness that it cannot be excavated using hydraulic backhoe with combined breakout force, for bucket and stick cylinders, of at least 100,000 pounds.

(B) Blasting

(1) It is the Contractor's responsibility to determine the type of material he will encounter and whether blasting will be necessary.

(2) Blasting shall be done only by experienced, qualified blasters. Blasting shall be done in accordance with the recommendations for best practice in Section 9 of the Associated General Contractors of America (AGC) Manual of Accident Prevention in Construction and in accordance with the recommendations for best practices of the Institute of Makers of Explosives. Also, all blasting must comply with the requirements of the Division of Industrial Safety and OSHA and all other Federal, State and local ordinances.

- (3) When work requires blasting or explosive conditions, precautions shall be taken to protect life and property, and give proper warning to persons who may be in vicinity of work before blast is set off.
- (4) Blasting shall be performed in such a manner that no damage will result to any building, structure, pipeline, or facility on or off the site of work, above or below ground. Any damage suffered as a result of blasting shall be immediately settled, including repair or replacement.
- (5) Blasting shall be done in such a manner that the earth is not loosened or disturbed below the footing or foundation of any proposed structure. Loosened material below footings or foundations shall be replaced with Class C concrete.
- (6) The stemming of each hole or cover over explosive shall be sufficient to prevent surface blast wave, but in no case less than 3 feet, 6 inches. Multiple holes shall be shot using millisecond delays.
- (7) The Contractor shall enlist the services of an experienced explosives engineer for advice on blasting methods and for the protection of existing structures or facilities.
- (8) Blasting procedures shall comply with all rules and regulations as specified and determined by the City Fire Marshall or the Director.

601.4.2 Bedding

REMOVE in its entirety and REPLACE with the following:

Bedding shall be a minimum of 6 inches and shall be in accordance with COP GES Detail 200Q-1 for paved and unpaved areas. Bedding/shade material shall be of granular consistency such as sand or crushed aggregates conforming to the following gradation and plasticity requirements:

Sieve Size	Percentage Passing By Weight
1 in	100
No. 200	< 25
PI	10 Max.

Volcanic cinders or glass materials are not acceptable.

Use of open graded rock (i.e. 3/8 inch pea gravel or 3/4 inch rock) must be approved by the Engineer prior to placement and will be considered only in special circumstances.

Water consolidation by any means shall not be permitted.

Bedding and shading material shall not be considered “corrosive” or “aggressive” soil per the definitions in AWWA (including C105), Ductile Iron Pipe Research Association (DIPRA) and other similar standards and industry accepted documents. The Contractor shall submit material certification documents from the bedding and shading material supplier indicating that the bedding and shading material to be provided is not considered “corrosive” or “aggressive” soil to ferrous metals, and shall include the pH, resistivity, oxidation/reduction, and sulfide values of the material within the certification package. Upon delivery of the material, the Contractor’s geotechnical engineer shall provide Quality Control testing by testing samples of the bedding/shading material for corrosivity. The Contractor’s geotechnical engineer shall provide a letter

sealed by a registered professional engineer, licensed in the State of Arizona, that the bedding/shading material is not corrosive to ferrous metals as defined by AWWA C105. If the material is found to be corrosive, the Contractor must install polyethylene encasement per MAG Specification 610.6 at no additional cost to the City. Testing shall occur a minimum of every 1,000 linear feet of pipe installed.

601.4.4 Initial Backfill

REMOVE in its entirety.

601.4.5 Final Backfill

REMOVE in its entirety and REPLACE with the following:

601.4.5 Backfill

Backfill material shall be in accordance with COP GES Detail 200Q-1 for paved areas and COP GES Detail 200Q-1 for unpaved areas. In paved areas, backfill from 1 foot above the pipe to the bottom of the base course shall be non-shrink CLSM backfill. In unpaved areas, backfill from 12 inches above the pipe to 6 inches below existing grade shall be minus 3 inch native material similar in nature to material existing prior to excavation.

Trench backfill Quality Control testing frequency shall be 1 per soil type for Proctor Density testing and 1 per 1 foot vertical lift per 200 linear feet of trench.

601.4.6 Compaction Densities

REMOVE in its entirety and REPLACE with the following:

All backfill material with the exception of non-shrink slurry backfill shall be compacted to 95 percent maximum dry density per ASTM D698.

601.4.7 Water Consolidation

REMOVE in its entirety and REPLACE with the following:

Water consolidation by any means shall not be permitted.

601.7 PAYMENT

REMOVE in its entirety.

ADD the following subsection to Section 601- Trench Excavation, Backfilling and Compaction:

601.8 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for trench excavation, backfilling, compaction, or placement of temporary pavement. This work shall be included in the respective unit bid price for water, sewer, or storm main and lateral construction.

Rock excavation within the roadway excavation limits shall not be measured separately. It will be included in roadway excavation. No separate payment will be made for roadway rock excavation. It shall be combined as one item under roadway excavation.

Rock excavation within structural excavation limits shall not be measured separately. It will be considered incidental and shall be included in the appropriate bid item.

Rock excavation within trenches shall be measured in accordance with the following:

- (1) Width of trench for rock excavation shall be based on pipe outside diameter plus 24 inches.
- (2) Depth for rock excavation shall be actual depth from top of rock to bottom of rock, or to bottom of normal bedding section, whichever depth occurs first.

Payment for rock trenching shall be at the unit price bid per cubic yard which shall include the cost of blasting, excavation, removal, hauling and disposal.

SECTION 610: WATER LINE CONSTRUCTION

610.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Water main construction shall be in accordance with all applicable standard specifications and standard details.

610.3 MATERIALS

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Water Main piping shall be bell and spigot Class 350 ductile iron unless otherwise noted on the project plans, in accordance with COP Supplement 610 and MAG Specification 750. Trace wire per COP GES Detail 319Q-1 shall be required for all water main installations. Water main piping shall be furnished new in full lengths with manufacturer, class rating, and all other applicable information clearly marked on the barrel. Water main piping for 2 inch shall be copper in accordance with MAG Specification 754 and encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

Ductile iron water pipe and fittings per: MAG Specification 750. Concrete pressure pipe-steel/cylinder type per: MAG Specification 758.

ADD the following:

(C) All ductile iron water main and fittings shall be encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications where called for on the plans or after the Contractor's testing of bedding and shading material is found to be corrosive in accordance with AWWA C105.

All copper and brass water main and fittings shall be encased in polyethylene protective wrapping in accordance with Section 610.6.

(D) All water mains shall have “NSF-PW” seal clearly marked on each barrel and installed with trace wire in accordance with COP GES Detail 319Q-1.

(E) Thrust restraint shall generally be accomplished through the use of restrained joints in lieu of thrust blocking. The preferred joint restraint system shall be “Field-Lok” gasket or approved equal except that vertical deflections, tees, valves and bends shall be restrained utilizing Mega-Lug, as manufactured by Ebba Iron, or equal.

(F) Joint restraint shall be required at piping configurations as show on COP GES Detail 303Q-1. Required minimum lengths of joint restraint shall be per COP GES Detail 303Q-2, or as noted on the plans. In “Tee” locations where perpendicular branch mains are shown as restrained, the main line run (LRN) shall be restrained for a minimum of 10 feet or 1 joint, whichever is greater, each side of the “Tee”.

Concrete thrust blocking will be required at connections to existing lines at the locations noted on the plans. Thrust blocks placed at these connections shall be in conformance with MAG Specification 610.14 and MAG Detail 380, and shall be adequately braced to allow system operation during curing of the concrete thrust blocks. Fittings to be restrained with thrust blocks shall be wrapped and taped with heavy polyethylene sheeting per Section 610.6 to prevent covering with concrete on nuts and threading on fittings.

(G) All lateral water main connecting piping, valves and fittings shall be constructed using restrained joints from the main line “Tee” to the connection point at the existing water main at the locations shown on the plans.

(H) Prior to ordering of materials and scheduling connections to existing water mains and services, the Contractor shall complete investigations to verify the size, type and location of the existing water mains and services.

(I) The technical specification for “Air Release Valves” is expanded to include Combination Air Release-Vacuum Breaker valves at the locations shown on the plans constructed as shown in COP GES Detail 317Q-1.

(J) Payment for water main shall be at the unit price in the bidding schedule and shall include all connections, fittings, joints, flanges, thrust restraint and incidentals unless specifically itemized in the bidding schedule.

610.4.1 Trenching/Cover

REMOVE in its entirety and REPLACE with the following:

All water mains shall have a minimum cover of 48 inches over the top of the pipe.

Cover for water mains will be measured from existing or proposed finished grade of pavement or from natural ground, whichever is deeper.

No water main shall be deflected, either vertically or horizontally, in excess of 50 percent of the manufacturer’s recommendation for the pipe or coupling, without the appropriate use of bends or offsets.

Except as otherwise required in this specification, the special provisions, or by the Engineer, trench excavation, backfilling and compaction shall be in accordance with the requirements of Section 601 of these specifications. Backfilling may be accomplished as soon as the pipe line has been installed to the satisfaction of the Engineer, subject to the requirements for testing per Section 611 of these specifications.

610.4.3 Blocking and Restraints

REMOVE the first four paragraphs in their entirety and REPLACE with the following:

All pipe lines, valves and fittings shall be restrained using mechanical joints, mechanical joint restraints, or gasket joint restraints in accordance with COP GES Details 303Q-1 through 303Q-4.

If irregular soil or pressure conditions are encountered, a thrust block design revision or an alternate joint restraint system may be required. Thrust block installation or alternate joint restraint will require approval from the City.

610.4.5 Testing

REMOVE the last sentence of this section and REPLACE with the following:

All corporation stops used for testing and chlorination shall be removed and a stainless steel full circle repair clamp shall be installed.

610.5 SEPARATION

REMOVE all references to the Maricopa County Environmental Services Department.

610.5.1 General

ADD the following:

Concrete encased water mains that cross storm drains and/or other dry utilities which clear the crossed line by less than 12 inches shall incorporate a 6 inch sand pad to break the frictional contact.

610.9 FIRE HYDRANTS

ADD the following:

- (A) Hydrant installation shall be in accordance with COP GES Details 360Q, 362Q, 363Q and 364Q, and as specified on the project plans. Hydrants shall be Waterous, Mueller, East Jordan, or as approved by the Engineer.
- (B) All ductile iron water pipe used in fire hydrant installation shall be Class 350.
- (C) All new fire hydrants and connecting piping shall be constructed using restrained joints from the main line "Tee" to the hydrant.
- (D) Payment for hydrant installation shall be at the unit price in the bidding schedule and shall include the hydrant, piping, valve, box and cover, and all appurtenant fittings, as noted for a complete assembly.

610.11 CONNECTION TO EXISTING MAINS

ADD the following:

The existing water main shall not be taken out of service prior to completion and ADEQ Approval to Operate the replacement water main and connection of all water services and fire hydrants to the replacement system.

The existing water system shall not be taken out of service at any time without the approval of the Engineer. With the approval of the Engineer, the existing water main may be taken out of service for limited periods to facilitate project construction. City Water Operations shall be contacted a minimum of 48 hours prior to a planned water service disruption.

The Contractor shall prepare and submit to the Engineer a plan for each connection to the existing system which demonstrates the ability to complete all work within the allowed period.

All temporary connections and/or elements which must be placed in service prior to full system disinfection, testing and approval shall be disinfected in accordance with Section 4.7 of AWWA C651 after approval of the Engineer.

All existing water service connections shall be replaced in accordance with the provisions of the COP General Engineering Standards.

610.13 METER SERVICE CONNECTIONS

REMOVE items (A) and (B) in their entirety and REPLACE with the following:

- (A) Type K soft copper pipe or tubing shall be used except as otherwise called for on the plans.
- (B) When the existing main is not abandoned and the existing meter is to be connected to the new line, the corporation stop and saddle shall be removed and a stainless steel full circle repair clamp shall be installed.

ADD the following:

(E) Water Service Connection

(1) New Water Service shall be in accordance with COP GES Detail 316P. All service piping and fittings from main tap to meter box shall be encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications. Existing water service shall be abandoned in place and existing meter box and cover shall be salvaged and delivered to the City's Maintenance Yard and placed as directed by the Engineer. The Contractor shall supply all necessary materials for new water service including service saddle, corporation stops, piping, meter yoke, boxes and covers, plus all appurtenant fittings to connect to customers existing service line. The Contractor shall maintain a minimum 4 feet of cover material over water service and set new box and yoke as indicated on plans.

(2) The Contractor shall take all necessary steps to maintain water service. Customers affected by water disruption due to water service installation/connection shall be notified by written flyer delivered by the Contractor a minimum of 24 hours in advance of scheduled water service disruption. The Contractor shall not disconnect or disrupt water service until new water main and services pass hydrostatic and disinfection tests and is accepted by the Engineer. Customers shall not be without water service for a total time period greater than 4 hours. The Contractor shall supply bottled potable water and temporary water service meeting all State health requirements for periods of water service disruption exceeding 4 hours. No separate payment will be made for water service maintenance or Contractor written notification of water service disruption.

(3) No separate measurement or payment will be made for adjustment of new water meter boxes to finished grade. This work is considered as incidental to the construction of the water service replacement.

(4) The Contractor shall install water service line from the main to the new water meter location and continue to a point after the existing water meter location. This point of connection shall be a maximum of 10 feet from the existing meter location. The Contractor shall remove existing valves, pressure regulators, nipples, connectors, etc. and replace per specifications. All private service lines shall be Type "K" copper in accordance with MAG Specification 754 and encased in polyethylene protective wrapping in accordance with Section 610.6. The Contractor shall maintain a minimum of 4 feet of cover material, including ditch inverts, over new private water service line and utilize

existing in-situ material for backfill. The Contractor shall supply all necessary material for new private water service installation including a curb stop, plus an approved type pressure regulator, in an accessible box per COP GES Detail 316P at the new meter box location and all appurtenant fittings to connect to existing service line.

(5) The Contractor shall remove the existing water meter and reinstall in the new yoke at the new meter box location with all appurtenant fittings and adapters. The City shall supply the Contractor with new meters for use in new locations that were not previously served or there is no existing meter to remove.

(6) The Customer Box called out in COP GES Detail 316P for the curb stop and pressure regulator on the customer side of the meter box shall be minimum #1 box, and the curb stop, regulator, box and lid shall be provided and installed by the Contractor.

(7) The Contractor shall be required to distribute written notices approved by the Engineer to all customers 24 hours in advance of proposed private service line reconnection work.

(8) Existing improvements disturbed by the Contractor shall be restored in "like kind" to the satisfaction of the Engineer. No extra payment will be made for restoring existing improvements in "like kind" to include concrete walkways, retaining walls, landscape improvements, etc.

(9) It shall be the Contractor's responsibility to review existing water meter location and points of private service line reconnection locations and ascertain all work including existing improvement restoration costs to perform the private service line reconnection work as specified. Costs associated for private service line reconnection work shall be at the appropriate unit bid price in the bidding schedule and shall include private service line piping, curb stop and pressure regulator, plus all appurtenant fittings and existing improvement restoration work as specified.

(10) The pressure regulators shall be set at 65 psi. The Contractor shall bench-test or otherwise provide written verification from the supplier prior to installation that the pressure regulators have been set at the required psi.

(11) Payment for new water service and reconnection shall be at the appropriate unit bid price shown in the bidding schedule and shall include service saddle, corporation stops, curb stops, piping, meter yoke, adapters, boxes, pressure regulator, plus all appurtenant fittings for complete assembly for connection to existing service line. The Contractor shall supply and install all fittings necessary to install meter into new yoke.

(F) Commercial Water Service (Greater than 2 inches)

(1) The Contractor shall install water service line from the main to the new water meter location and continue to a point after the existing water meter location. This point of connection shall be a maximum of 10 feet from the existing meter location. The Contractor is to furnish and install gate valve and Pressure Regulating Valve (PRV) after meter vault. PRV shall be installed in accordance with the International Building Code as adopted by the City. All commercial service lines shall be a minimum of 4 inch Class 350 Ductile Iron Pipe in accordance with Section 610 of these specifications. The Contractor shall maintain a minimum of 4 feet of cover material over new water service line and may utilize existing in-situ material for backfill provided it meets the project specification. The Contractor shall supply all necessary material for commercial water service installation including a customer shutoff valve and PRV, in an accessible vault per COP GES Detail 321Q at the new meter vault location and include all appurtenant fittings to connect to existing service line.

(2) The Contractor shall be required to distribute written notices approved by the Engineer to all customers 24 hours in advance of proposed private service line reconnection work.

(3) Existing improvements disturbed by the Contractor shall be restored in "like kind" to the satisfaction of the Engineer. No extra payment will be made for restoring existing improvements in

“like kind” to include concrete walkways, retaining walls, landscape improvements, etc. It shall be the Contractor’s responsibility to review existing water meter location and points of service line connection locations and ascertain all work including existing improvement restoration costs to perform the service line connection work as specified.

(4) Measurement and Payment for commercial water service shall be at the applicable unit bid price in the bidding schedule and shall include piping, customer shutoff valve, PRV and vault, including all appurtenant fittings and existing improvement restoration work as required.

(G) Traffic Rated Concrete Meter Box

(1) Meter boxes located within traffic areas shall be Christy model B1324 by Christy Concrete Products or approved equal.

(2) Pre-cast concrete meter boxes shall have H-20 loading and be constructed of high density reinforced concrete with a minimum compressive strength of 4,000 psi. Covers to be furnished with the boxes shall be a steel checker plate, H-20 loading, and lid.

610.16 MEASUREMENT AND PAYMENT

REMOVE item (E) in its entirety.

SECTION 611: WATER, SEWER AND STORM DRAIN TESTING

611.2 FLUSHING AND HYDROSTATIC TESTING

REMOVE the first and second paragraphs and REPLACE with the following:

Water lines, fire lines and force mains, including all fittings and connections to the water mains shall be tested for water tightness by subjecting each section to hydrostatic testing in accordance with applicable provisions of AWWA C600, except as modified below, and the City Water Line Testing and Acceptance Procedures, and shall consist of pressure testing and allowance testing.

Testing shall be performed by the Contractor and shall be witnessed by the Engineer for approval.

Payment for testing of water mains shall be included in the unit bid price for water main construction.

611.3 DISINFECTING WATER MAINS

ADD the following:

Water main and services shall be disinfected in accordance with Section 611 of these specifications and the City Water Line Testing and Acceptance Procedures. The City shall perform the sampling for bacteriological and residual chlorine testing. The Contractor shall notify the City 24 hours in advance to coordinate disinfection testing.

All valves in the lines being disinfected shall be opened and closed several times during the 24 hour period of disinfection.

Payment for disinfection of water mains shall be included in the unit bid price for water main construction.

611.4 SEWER LINE TESTING

ADD the following to the first paragraph:

Force mains shall be pressure tested at a minimum of 50 psi above the maximum design working pressure for 2 hours in accordance with AAC R18-9-E301, 4.01.

ADD the following to (A) Low Pressure Air Test:

Sanitary sewers shall be low pressure air tested in accordance with ADEQ Engineering Bulletin 11, Chapter IV and in accordance with the Arizona Administrative Code, Title 18, Chapter 9, Part E301(D)(2)(j)(i). 100 percent of the total length of pipe shall be tested.

ADD the following to (C) Deflection Test for HDPE and PVC Pipe:

100 percent of new sewer main construction, regardless of pipe material shall be deflection tested in accordance with the following:

- (1) The pipe section to be tested shall be cleaned free of dirt, sand, water, or other foreign materials.
- (2) Backfill and compaction will have been completed prior to testing. Initial tests may be done immediately upon completion of the first reach of pipe for each diameter to ascertain if the Contractor's means, materials and methods are producing the desired quality within permissible tolerances.
- (3) Final acceptance mandrel pull shall be no sooner than 30 days after backfill and compaction unless authorized by the City.
- (4) Test mandrels shall be solid sleeve or cage type with outside diameter and type of pipe permanently and clearly identified on the mandrel body. Worn, damaged or deformed mandrels will not be allowed. The mandrel shall have a cable attached at each end to enable removal if it becomes stuck.
- (5) For acceptance, the mandrel must pass through the entire section between manholes or other structures in one pass when pulled by hand, without the use of excessive force. All testing shall be witnessed by the Engineer or the Engineer's authorized representative and the Engineer reserves the right to order additional tests in excess of 20 percent of new main installed.
- (6) Any section of the installation which fails to pass the deflection test will be repaired and retested.

REMOVE item (D) in its entirety and REPLACE with the following:

(D) Closed Circuit Television Inspection

(1) Description

This section defines the requirements for internal television inspection of the sewer main and service laterals after they have been installed for all new construction and shall include the connection point to the existing system. The Contractor shall inspect the sewer interior using a color Closed Circuit Television (CCTV) camera and document the inspection on video with audio location and date information, video title information and hard copy inspection logs.

Upon completion of sewer main rehabilitation, the Contractor shall perform CCTV inspection for 100 percent of the newly rehabilitated sewer main to provide a video record and associated written report to become the property of the Engineer. The Engineer shall be notified a minimum of 48 hours in advance of proposed scheduled sewer camera inspection, so the Engineer may witness the video recording. Any inspection completed without the Engineer witnessing will not be accepted.

(2) Submittals

(a) The Contractor shall submit samples of main and lateral (if separate) inspection logs and reports for approval in accordance with MAG Specification and COP Supplement 105.2.

(i) The Contractor shall be responsible for modifications to the Contractor's equipment and/or inspection procedures to achieve report material of acceptable quality. No work shall commence prior to approval of the material by the Engineer. Once accepted, the report material shall serve as a standard for the remaining work.

(ii) The Contractor shall maintain a copy of all inspection documentation (reports, DVD, etc) for the duration of the work and warranty period.

(iii) Mainline inspection reports shall be provided by the Contractor and shall show all observations, at a minimum: project title, name of owner, time of day, manhole-to-manhole pipe section, pipe segment length, pipe material, line size, compass direction of viewing, lateral identification and clock position, direction of camera's travel, pipe depth, name of operator and footage counter reading at the beginning and end of each manhole-to-manhole pipe segment. Report shall identify any deficiencies observed.

(iv) Video of sewer mainlines shall at a minimum include the following information: project title, time of day, pipe material, line size, compass direction of viewing, direction of camera's travel, and footage counter reading continuously through-out each manhole-to-manhole pipe section. The video shall pause at and identify all observations.

(v) Service lateral inspection reports shall be provided by the Contractor and shall show all observations, at a minimum: project title, time and date, property address of service, manhole-to-manhole pipe section, pipe segment length, pipe material, line size, direction of camera's travel, name of operator and footage counter reading at the beginning and end of each service. Report shall identify any deficiencies observed.

(vi) Video of sewer lateral shall show, at a minimum: project title, street address, time and date, pipe material, line size, direction of camera's travel, and counter reading at the beginning and end of each service. The video shall pause at and identify all observations including the connection point to the existing service line.

(b) The Contractor shall supply finished video recordings upon completion of sewer construction. 4 sets of the videos (DVD) and reports shall be submitted to the City.

(3) Equipment

(a) Cameras: For inspection of sewer, the camera shall be equipped with a rotating head, capable of 90 degree rotation from the horizontal and 360 degree rotation about its centerline. Minimum camera resolution shall be 400 vertical lines and 460 horizontal lines. The camera lens shall not have less than 140 degree viewing angle and shall have automatic or remote focus and iris controls. The focal distance shall be adjustable through a range of from 2 inches to infinity. Camera(s) shall be intrinsically safe and shall be operative in 100 percent humidity conditions. Lighting intensity shall be remote controlled and shall be adjusted to

minimize reflective glare. Lighting and camera quality shall provide a clear, in-focus picture of the entire inside periphery of the sewer.

(b) Recording Media: Video recordings of all sewer line inspections shall be made on DVD. The audio portion of the composite video shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report. Each video shall be identified with labels showing the Owner's name, Contractor's name, Engineer's name and each manhole-to-manhole pipe segment of sewer line represented on the video. Each video shall be submitted at the completion of the project for records.

(c) Footage Counter: A footage counter device which measures the distance traveled by the camera in the sewer device shall be accurate to plus or minus 2 feet in 1,000 feet.

(d) Depth Gauge: The camera shall be fitted with a depth gauge to identify sags present in the main lines. The gauge shall have ¼ inch increment markings to measure the depth of the pipe sag. The depth of the sag and location shall be noted as an observation and recorded on the report.

(e) Video Titling: Video recording equipment shall include genlocking capabilities to the extent that computer generated data, (i.e. footage, date, size, etc) as determined by the City can be overlaid onto video, and both indicated on the television monitor and permanently recorded on the inspection video recording.

(4) Flow Control

(a) Flow control is required for TV inspection and for sewer line rehabilitation. Limited sewage flow, as defined below, is acceptable for TV inspection.

(b) Depth of flow shall not exceed 40 percent of pipe diameter as measured in the manhole when performing television inspection.

(c) Bypass pumping, if required, shall conform to the requirements of COP Supplement 200.2 and shall be incidental to CCTV Inspection.

(5) Inspection Methods

(a) The Engineer and the City's Wastewater Collection Representative shall have access to observe the video monitor and all other operations at all times. The system of cabling employed to transport the camera and transmit its signal shall not obstruct the camera's view.

(b) The Contractor shall physically measure and record on the inspection log, the length of each sewer reach from the centerline of its terminal manholes.

(c) The camera may travel through the sewer in either direction. Maximum rate of travel shall be 30 feet per minute when recording.

(d) The camera image shall be down the center axis of the pipe when the camera is in motion. The Contractor is required to provide a 360 degree sweep of the pipe interior, at points of interest, in order to more fully document the existing condition of the sewer. Points of interest may include, but are not limited to, defects, encrustations, mineral deposits, debris, sediment and any location determined not to be clean or part of a proper line installation and defects in the liner including, but not limited to, bumps, folds, tears, dimples, etc.

(e) The video and all inspection documentation should include the sewer line and manhole identifiers shown on the plans. After the rehabilitation of the sewer main is complete, the Contractor shall use the upstream manhole as the identifier in conjunction with the distance meter.

(f) The City will review videos and logs to ensure compliance with the requirements listed in this specification and contract documents. If the sewer line, in the sole opinion of the City, is not adequately clean, it shall be cleaned and re-inspected by the Contractor at no additional cost to the City. If the construction work, in the sole opinion of the City, has not been properly installed, it shall be reinstalled and re-inspected by the Contractor at no additional cost to the City.

Final acceptance of the project will not be granted until sewer line video results, including any re-inspection of deficient sewer main, meet the satisfaction of the Engineer and are in accordance with this section.

611.5 POST INSTALLATION INSPECTION OF NEW MAINLINE STORM DRAINS

REMOVE the first sentence of item (A) in its entirety and REPLACE with the following:

The Contractor shall provide the Engineer with an annotated video inspection record (DVD format only) of the new mainline storm drain pipeline.

REMOVE the last sentence of item (A) in its entirety and REPLACE with the following:

This video shall be provided to the Engineer for review and approval prior to the Contractor being allowed to place the first lift of pavement over the storm drain line.

611.6 PAYMENT

REMOVE the second paragraph in its entirety and REPLACE with the following:

All low pressure air, hydrostatic, and deflection testing shall be considered incidental to the unit price bid for sewer main installation and no additional payment shall be made for these items.

Measurement and payment shall be for the complete work of Sewer CCTV inspection at the unit price in the bid schedule. All cleaning and bypass pumping required for a clear and complete CCTV inspection shall be incidental to the cost of video inspection.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 612: TEMPORARY WATER MAINS (FLY LINES)

612.1 DESCRIPTION

This section describes the requirements and procedures for the installation, testing and maintenance of temporary water main systems where required to maintain service to customers during the shutdown or removal of existing City water mains for new construction. *All* existing water services shall be moved to the temporary main so that customer service interruptions are avoided.

(A) **Materials:** All pipe valves, fittings, hose and connections furnished by the Contractor shall be of good quality, clean, meet National Sanitation Foundation (NSF) Standard 61 requirements for potable water. The City shall be the final arbiter if any questions arise regarding the suitability of any materials to meet these criteria. Previously used pipe that has been used in sanitary sewer, force main or effluent applications is specifically NOT allowed, regardless of any disinfection procedures or results submitted.

Temporary mains 6 inches or greater shall be constructed of HDPE solid wall pipe conforming to AWWA C906 with a minimum DR rating based on 150 psi. Higher rated pipe may be required based on analysis of the City water system for the construction area.

Temporary mains less than 4 inches may be constructed of either HDPE or PVC with the appropriate pressure rating for system and testing pressures.

(B) Installation and Protection: The temporary line may be installed above grade as necessary to facilitate the construction of new waterline. The temporary pipe shall be installed in such a manner that it will not present a hazard to vehicle traffic or pedestrians and will not interfere with access to homes, businesses and driveways along its route. Cover plates shall be installed as necessary. Where installed at driveway or street crossings the line shall be protected from traffic loads and displacement. During seasons with potential for freezing the lines shall be insulated to the degree necessary to prevent damage to the line or fittings and to maintain service.

Valves shall be installed at the beginning and end of the temporary line and at 300 foot intervals, or as directed by the City. The use of pressure reducing valves for individual service connections may be required as directed by the City.

All temporary piping, fittings and service connections shall be furnished, installed and maintained by the Contractor for the duration of the construction. The Contractor shall make connections to a water source designated by the City or as shown on the plans. Alternative connection points may be considered by the City.

(C) Testing

(1) Disinfection and Testing: The Contractor shall be responsible to disinfect all pipe, connections and fittings in accordance with MAG Specification 611.3. Disinfection of the line, if not connected to the City's existing system at either end, may be treated as a closed vessel for purposes of the disinfection period and combined with the pressure test. If the temporary line is connected to the City's existing system the line shall be disinfected, flushed and then pressure tested after a bacteriological sample is obtained and tested.

(2) Pressure Testing: All temporary water mains shall be pressure tested to ensure integrity of the system supplying water to the City's customers. Test pressure shall be a minimum of 50 psi over normal system operating pressure for the area served by the temporary line and shall be maintained for 2 hours. Pressure test results should be provided to the Inspector responsible for the project. A single length of HDPE line with no joints will not require a pressure test.

(3) Bacteriological Testing: Following disinfection, pressure testing and flushing of the temporary line, the Contractor shall obtain water samples from the line and submit to a certified laboratory for bacteriological testing. Results shall be provided to the Inspector responsible for the project. The City's Utility Engineer will review test results prior to connection of existing customers to the temporary line.

(D) Maintenance and Repairs

(1) Maintenance: Following acceptance of the temporary system as a potable system by the City, the Contractor shall maintain continuous service through the temporary piping to all customers normally served both directly and indirectly by the pipe line. Once the temporary pipe has been accepted, the Contractor shall request the City to shut down the existing system piping and the Contractor shall remove the existing system piping in conflict with the new mains or as shown on the project plans.

Upon completion of the work, the Contractor shall remove the temporary piping and appurtenances and shall restore all ground surfaces and water service connections to the satisfaction of the City.

(2) Repairs: If repairs to temporary piping are necessary the Contractor shall make such repairs in a timely manner as directed by the City. If progress in making repairs is inadequate, as determined

by the City, or in the event of an emergency, the City may take immediate corrective measures, which may include the performance of repair work by City forces or another contractor. All costs for corrective measures shall be borne by the Contractor.

(3) Fire Hydrants: Fire hydrants not on the temporary main that are taken out of service shall be covered with a bag to be easily recognized as being out of service until they are removed or until they are brought back into service. The Contractor shall notify the City Fire Marshal and the Water Operations Division of any fire hydrants that will be taken out of service.

(E) Measurement and Payment: Measurement for the installation, testing and maintenance of temporary water mains shall be for each separate main installation.

Payment shall be made at the unit price contained in the bid schedule. Such payment shall be full compensation for furnishing and installing the pipe, fittings valves, adaptors, service connections, and all miscellaneous fittings, complete in place, standard details, and/or Temporary Water Main Plan submittal and approval, and shall include all costs of excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, maintenance of traffic, testing, disinfection, connections to existing mains and services, disposal of existing pipes and materials. Disposal of asbestos cement pipe, lead joints and other potential hazardous materials shall be disposed of in accordance with applicable Federal, State and local regulations and shall be considered incidental to the payment for Temporary Mains unless specifically identified in other bid items.

SECTION 615: SANITARY SEWER LINE CONSTRUCTION

615.2 MATERIALS

REMOVE in its entirety and REPLACE with the following:

Pipe used for sewer line construction, including specials, joints, and gaskets, shall be according to the following sections, or as modified by the special provisions.

HDPE pipe shall conform to MAG Specification 738. Vitrified clay pipe shall conform to MAG Specification 743. Polyvinylchloride (PVC) pipe and fittings shall conform to MAG Specification 745. Ductile iron pipe shall conform to MAG Specification 750.

(A) Sanitary sewer main construction shall be in accordance with all applicable standard details and MAG Specification 750. All sanitary sewer piping and fittings shall be ASTM D3034 SDR 35 PVC or AWWA C151 Ductile Iron, Class 350, with an epoxy coating (Protecto Coat 401, Series 431 Perma-Shield, or approved equal). Sewer pipe shall be furnished new in full lengths with manufacturer, class, rating and other pertinent information clearly marked on the barrel. All ductile iron sewer main shall be encased in polyethylene protective wrapping in accordance with MAG Specification 610.6 where called for on the plans or after the Contractor's testing of bedding and shading material is found to be corrosive in accordance with AWWA C105.

(B) Field cuts and taps of ductile iron pipe shall be re-coated with Protecto Coat 401, Series 431 Perma-Shield, (or approved equal) field kit in accordance with the manufacturer's recommendations.

(C) Where noted on project plans, mechanical joint or restrained joint, Class 350, ductile iron sewer main shall be installed 10 feet (minimum) each direction from water/sewer interface where vertical separation is less than 2 feet or until 6 feet of horizontal separation is attained per MAG Detail 404.

(D) The method of construction of manhole and sewer main replacements is of prime importance to the City. Maintenance of sewage flows is critical and shall be the responsibility of the Contractor. The

Contractor's construction schedule shall be phased as to allow for minimal pumping of sewage flows for manholes and sewer main under construction.

(E) Payment for sanitary sewer main will be at the applicable unit bid prices for sewer main, as shown in the bidding schedule and shall include all excavation, backfill and compaction in accordance with trench details and all materials necessary for installation of the new sewer main.

615.8 SANITARY SEWER SERVICE TAPS

REMOVE the last sentence of the fourth paragraph in its entirety.

ADD the following:

All new or replacement sewer services, and any existing sewer services disturbed during construction, shall be replaced to the location indicated on project plans with a new minimum 4 inch ASTM D3034 SDR 35 PVC or AWWA C151 Ductile Iron, Class 350, with an epoxy coating (Protecto Coat 401, Series 431 Perma-Shield, or approved equal) sewer pipe, backwater valve, manufactured wye, and appurtenances in accordance with COP GES Details 405Q, 414P, 440P-1, 440P-2 and 440P-3, except as modified herein.

If individual sewer service disruption is anticipated, the Contractor shall notify the property owner 24 hours in advance. Sewer service must be restored within 4 hours or some alternate means of sewage disposal provided to allow for the resumption of individual sewer service.

Payment for sanitary sewer service shall be at the unit price indicated on the bidding schedule for the sewer service installation, and shall include connecting each existing sewer service including all labor, material, equipment, removal of existing pipe, new pipe, coupling concrete reinforcement, new concrete encasement, fittings, by-pass pumping and other work required to connect the existing yard line service to the new sewer main.

615.10 MANHOLES

ADD the following:

(A) The Contractor is to provide to the Engineer a detailed written description of the method of construction for manhole and sewer replacement for each individual area of work. This should include, but is not limited to the following:

- (1) Maintenance of sewage flows during construction and curing of concrete.
- (2) Type of concrete for manhole bases (i.e. pre-cast, "high-early", etc.)
- (3) Method of curing concrete (i.e. protection against freezing, development strength before barrels and cones are set, etc.)
- (4) What steps will be taken to ensure the grade around the manholes will not sink when complete (i.e. compaction testing, special base preparation, etc.)

Sanitary sewer manholes shall be constructed per COP Supplement 625.

SECTION 618: STORM DRAIN CONSTRUCTION

618.1 DESCRIPTION

ADD the following:

Work under this item shall be in accordance with COP Supplement 601 and as modified herein.

REMOVE the second paragraph in its entirety.

618.2 MATERIALS

REMOVE the first paragraph in its entirety and REPLACE with the following:

Pipe used for storm drain construction, including specials, joints, and gaskets, shall be according to the following sections, or as modified by special provisions.

The concrete pipe, HDPE pipe, corrugated metal pipe (CMP), specials, joints, gaskets, and testing shall be according with MAG Specifications 621, 735, 736 and 738, except as specified below or as modified by special provisions.

ADD the following:

All CMP shall have $2\frac{2}{3}$ inch x $\frac{1}{2}$ inch corrugations with a minimum gauge of 14. Steel lined or paved CMP will not be allowed.

(1) Rubber Gasket Joints

All joints for CMP shall conform to MAG Specification 621.3.1 and shall be watertight.

618.3 CONSTRUCTION METHODS

REMOVE the first paragraph in its entirety and REPLACE with the following:

Excavation, bedding, backfilling, and compaction of backfill and bedding of trenches shall be accomplished in accordance with COP Supplement 601 and MAG Specification 603 for HDPE pipe, or as modified by special provisions.

SECTION 625: MANHOLE CONSTRUCTION AND DROP SEWER CONNECTIONS

625.1.1 Manholes

ADD the following:

Sanitary sewer manhole construction shall be in accordance with COP GES Details 420Q-1, 420Q-2, 421Q, 422Q, 423P-1, 423P-2, 426Q-1, 426Q-2 and 427Q.

625.1.2 Sanitary Drop Sewer Connections

ADD the following:

Sanitary sewer drop connections shall be constructed per COP GES Detail 426Q-1.

625.2 MATERIALS

REMOVE the second paragraph in its entirety and REPLACE with the following:

Brick shall not be used for maintenance and adjustment of the existing sanitary sewer manhole or ring and cover.

REMOVE the seventh paragraph in its entirety and REPLACE with the following:

Manhole steps, where approved by the City shall be in accordance with COP GES Detail 412Q. Plastic manhole steps shall conform to OSHA and ASTM C487 requirements. The manufacturer shall furnish a written certification indicating conformance.

625.3 CONSTRUCTION METHODS

REMOVE in its entirety and REPLACE with the following:

625.3.1 Manholes

Manholes shall be constructed of precast concrete sections, frames and covers, in accordance with the standard details. The invert channels shall be smooth and semi-circular in shape, conforming to the inside of the adjacent sewer sections. Changes in direction of flow shall be made with a smooth curve, having a radius as large as the manhole will permit. Changes in size and grade of the channels shall be made gradually and evenly.

Invert channels may be formed of concrete having a smooth mortared surface, or may be constructed by laying a full section of sewer pipe through the manhole and cutting out the portion of pipe above the floor after the surrounding concrete has hardened. The floor of the manhole outside the channels shall be smoothed and shall slope towards the channels.

Existing manholes shall be totally removed, including the bases, and disposed of by the Contractor. Existing rings and covers shall be salvaged and delivered to the City Wastewater Collection Yard located at 1505 Sundog Ranch Road. No separate payment will be made for removing manholes or salvaging manhole rings and covers. The cost of this item of work shall be included in the cost of manhole construction.

The excavation shall be made cylindrical to a diameter sufficient in size to permit sheeting if necessary and leave room that the precast concrete sections may be properly assembled.

Concrete foundations shall be Class A concrete and in accordance with the standard details and COP Supplement 505 for both poured-in-place and pre-cast bases. Cast-in-place concrete bases and inverts shall cure for a minimum of 72 hours, depending on concrete development strength before barrels and cones can be placed and before sewage flows across the inverts.

Frame and Cover: All machined surfaces on the frame and cover shall be such that the cover will lie flat in any position in the frame and have a uniform bearing through its entire circumference. Any frame and cover which creates any noise when passed over by automobiles shall be replaced. Frames shall be set in accordance with COP GES Detail 420Q-1.

Watertight Ring and Cover: Installation of watertight ring and cover shall be in accordance with COP GES Detail 420Q-1 as indicated on the plans. Watertight rings and covers shall be approved by the City prior to installation and cost shall be incidental to the manhole construction.

All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem in accordance with MAG Specification 220.1. The costs of special bedding and over excavation as required to provide a stable foundation, and other equipment and materials shall be incidental to the work.

Backfilling shall be done in accordance with the requirements for trench backfilling as stated in COP Supplement 601. Quality Control density testing shall be 1 test per 16 inches of fill, beginning at 2 feet above the crown of the pipe. A minimum of 2 density tests are required for each manhole. Each density test taken shall be in a different quadrant of the manhole as the previous test. If 4 tests are required, each quadrant shall have a density test.

625.3.2 Sanitary Sewer Drop Connections

Drop manholes that intercept existing mains (upper invert) shall not have a block-out for the pipe during the casting process. Said manholes shall be core drilled in place once the appropriate invert elevation has been verified in the field.

Core drilling shall not commence without approval from the Engineer.

The pipe shall be sealed at the penetration using a Link-Seal Modular Seal or approved equal.

(A) Internal Drop

- (1) Internal drop systems shall be installed in drop manholes where indicated on the plan sheets and accordance with COP GES Detail 426Q-1.
- (2) Internal drop systems shall be constructed using Reliner Inside Drop System as manufactured by Reliner/Duran Inc., or approved equal.
- (3) Manholes with internal drop systems require Internal Manhole Coating, and shall have the protective coating installed and tested prior to the installation of the drop system. Manhole coating shall be in accordance with COP Supplement 626.1.

625.3.3 Sanitary Sewer Manhole Testing

All manholes installed shall be tested by exfiltration or by vacuum testing as determined by the City. Testing shall be per ASTM C1244-3 and in accordance with Arizona Administrative Code, Title 18, Chapter 9, Part E301(D)(3)(e).

Testing of sanitary sewer manholes is considered incidental to the price bid for manhole installation and no additional payment shall be made.

625.4 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement of manholes shall be per manhole installed, complete in place regardless of depth.

Measurement of drop manholes shall be per manhole installed, complete in place regardless of depth.

Measurement for internal drops shall be per drop installed, complete in place regardless of depth.

625.5 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Payment for each accepted manhole installation shall be at the contract unit bid price in the bidding schedule and shall include all excavation, backfill, installation, grade ring adjustment, all necessary materials and testing for a complete manhole installation.

Payment for each accepted drop manhole installation shall be at the contract unit bid price and shall include all excavation, backfill, installation, internal coating, internal drop assembly, core drilling, grade ring adjustment, all necessary materials, and testing for a complete manhole installation

Payment for internal drop systems installed in existing manholes shall be at the bid unit price and shall include complete installation of the internal drop assembly, and internal coating in accordance with COP GES Detail 426Q-1 and all materials necessary for installation of the new drop sewer connections.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 626: MANHOLE COATINGS

626.1 DESCRIPTION

This section specifies the coating system used for the lining of the manholes as indicated on the drawings. The Contractor shall furnish all labor, materials and equipment required to clean, modify and coat the manholes. The Contractor shall comply with the local authority and all OSHA requirements for confined space entry. The coating shall yield a hard, durable chemical resistant coating and shall be specifically designed to be applied on a dry surface. The finish coating shall provide a watertight seal and shall adhere to all components of pipeline liner systems.

(A) Specific coating terminology used in this section is in accordance with definitions contained in ASTM D16, ASTM D3960 and the following definitions:

- (1) Dry Film Thickness (DFT): The thickness of one fully cured continuous application of coating.
- (2) Field Coat: The application or the completion of application of the coating system after installation of the surface at the site of the work.
- (3) Shop Coat: One or more coats applied in a shop or plant prior to shipment to the site of erection or fabrication, where the field or finishing coat is applied.
- (4) Tie Coat: An intermediate coat used to bond different types of paint coats. Coatings used to improve the adhesion of a succeeding coat.
- (5) Photochemically Reactive Organic Material: Any organic material that will react with oxygen, excited oxygen, ozone or other free radicals generated by the action of sunlight on components in the atmosphere giving rise to secondary contaminants and reaction intermediates in the atmosphere which can have detrimental effects.
- (6) Volatile Organic Compound (VOC) Content: The portion of the coating that is a compound of carbon is photochemically reactive and evaporates during drying or curing, expressed in grams per liter or pounds per gallon.

(7) Touch-Up Painting: The application of a paint on areas of painted surfaces to repair marks, scratches and areas where the coating has deteriorated to restore the coating film to an unbroken condition.

(B) Quality Assurance

(1) References: This section contains references to the following documents. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

- ASTM D16-93 Standard Terminology Relating to Paint, Varnish, Lacquer and Related Products
- ASTM D3359 A-92 Standard Test Methods for Rating Adhesion by Tape Test
- ASTM D3960-92 Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings

(2) Standardization: Materials and supplies provided shall be the standard products of manufacturers. Materials in each coating system shall be the products of a single manufacturer.

(C) Delivery and Storage

(1) Materials shall be delivered to the job site in their original, unopened containers. Each container shall bear the manufacturer's name, coating type, batch number, date of manufacture, storage life and special directions.

(2) Materials shall be stored in enclosed structures and shall be protected from weather and excessive heat or cold. Flammable materials shall be stored in accordance with State and local codes. Materials exceeding storage life recommended by the manufacturer shall be removed from the site.

626.2 MATERIALS

(A) The pre-approved coatings for the lining of manholes include: Sewer Shield Liner 150 as manufactured by Environmental Coatings, Mesa, Arizona; Sauereisen No. 210 as manufactured by Sauereisen, Inc., Pittsburgh, Pennsylvania; or Raven 405 as manufactured by Raven Lining Systems, Broken Arrow, Oklahoma. The coating color shall be approved by the owner.

(B) Primer shall be as recommended by the manufacturer for each application.

(C) Defect filler shall be as recommended by the manufacturer for each application. The coating shall contain no more than 20 percent filler, sand; no fiberglass fillers.

(D) Applicator Experience and Qualifications: The coating applicator must have a minimum of 2 years experience in applying either the specified coating or an equivalent coating and shall be certified as an applicator by the manufacturer. They shall submit a successful performance history for the application of either the specified coating or a similar coating in the wastewater industry:

- (1) The coating applicator shall submit 3 references relating to the quality of workmanship performed on other projects using the same coating being proposed or an equivalent coating.
- (2) The coating applicator shall be an Arizona licensed contractor with an AE License or equivalent.
- (3) The coating contractor shall submit a manufacturer's certification to apply the coating specified herein for each applicator involved in the coating process.

(E) Product Data: Before materials are delivered to the job site, the Contractor shall provide the following information in accordance with these specifications.

- (1) For the filler, primer and finish coating, the Contractor shall furnish a Material Safety Data Sheet (MSDS).
- (2) For the filler and finish coating, the Contractor shall provide the manufacturer's application instructions, which shall include the following:
 - (a) Surface preparation recommendations
 - (b) Primer type, where required
 - (c) Maximum dry and wet mil thickness per coat
 - (d) Minimum and maximum curing time between coats, including atmospheric conditions for each
 - (e) Curing time before submergence in liquid
 - (f) Thinner to be used with coating material
 - (g) Ventilation requirements
 - (h) Minimum atmospheric conditions during which the coating shall be applied
 - (i) Allowable application methods
 - (j) Maximum allowable moisture content
 - (k) Maximum storage life
- (3) List of materials proposed to be used under this section and manufacturer's data for each material.

626.3 COATING

(A) Coating products shall not be used until the City has inspected the materials and the coating manufacturer's technical representative has instructed the Contractor and the City in the surface preparation, mixing and application of the coating. The coating manufacturer's technical representative must be a factory representative, not a local representative or an affiliate of the Contractor.

(B) Field coats shall consist of 1 or more finish coats to build up the coating to the specified dry film thickness. Unless otherwise specified, finish coats shall not be applied until other work in the area is complete and until all previous coats have been inspected.

(C) All items of equipment, or parts and surfaces of equipment, which are immersed when in service, with the exception of pumps and valves shall have all surface preparation and coating work, performed in the field.

(D) Preparations

- (1) Surfaces to be coated shall be clean and dry. Before applying coating or surface treatments, oil, grease, dirt, rust, loose mill scale, old weathered coatings and other foreign substances shall be removed except as specified. Oil and grease shall be removed before mechanical cleaning is started. Where mechanical cleaning is accomplished by blast cleaning, the abrasive used shall be washed, graded and free of contaminants, which might interfere with the adhesion of the coatings. The air used for blast cleaning shall be sufficiently free of oil and moisture to not cause detrimental

contamination of the surfaces to be coated. The Contractor shall examine all surfaces to be coated and shall correct all surface defects as required by manufacture before application of any coating.

(2) The Contractor shall protect the sewer from debris, overspray or any detrimental activity due to restoration of the manholes.

(3) Holes shall be filled using a grout as recommended by the coating manufacturer, and approved by the Engineer. The grout filler shall be used to bring all areas of holes and pitting up to the nominal surface of the manhole so that there is an even interior surface in the manhole without waves, pits or holes. Any exposed rebar shall be cleaned, and all areas of corrosion removed, prior to application of the grout as recommended by the coating manufacturer and approved by the Engineer.

(4) After surface preparation is complete, all loose material shall be removed from the sewer and manholes.

(5) The Contractor shall repair all defects in the coating system where directed by the Engineer.

(6) Surface preparations for each type of surface shall be in accordance with the specific requirements of the coating system specification sheet (COATSPEC). The COATSPEC shall be supplied by the manufacturer.

(E) Application

(1) The surface of the installed coating will be cleaned and prepared to permit visual inspection by the Engineer. Any areas of the coating showing poor adhesion, excessive air inclusion or edge or seam defects shall be properly repaired and re-inspected.

(2) Coated surfaces shall be free from runs, drops, ridges, waves, laps and brush marks. Coats shall be applied so as to produce an even film of uniform thickness completely coating corners and crevices. Painting shall be done in accordance with the requirements of SSPC: The Society for Protective Coatings, Paint Application Specification No. 1. The SSPC Paint Application Specification shall be supplied by the manufacturer.

(3) The Contractor's equipment shall be designed for application of the materials specified. The coating shall be obtained with the proper thickness and surface characteristics as recommended by the coating manufacturer.

(4) Each coat shall be applied evenly and sharply cut to line. Care shall be exercised to avoid over-coating or spattering on surfaces not to be coated.

(5) Film Thickness and Continuity: Coating system thickness is the total thickness of the finished coats. The surface area covered for various types of surfaces shall not exceed those recommended by the manufacturer. Coatings shall be applied to the thickness specified, and in accordance with these specifications. In testing for continuity of coating about welds, projections (such as bolts and nuts), and crevices, the City will determine the minimum conductivity for smooth areas of like coating where the dry mil thickness has been accepted. This conductivity shall then be taken as the minimum required for these rough or irregular areas. Pinholes and holidays shall be repainted to the required coverage.

(6) Safety and Ventilation: Requirements for safety and ventilation shall be in accordance with SSPC Paint Application Guide No. 3. The SSPC Paint Application Guide shall be supplied by the manufacturer.

(7) Cleanup: Upon completion of coating, the Contractor shall remove surplus materials, protective coverings and accumulated rubbish and thoroughly clean all surfaces and repair any over spray or other paint-related damage.

(F) Testing

(1) Spark Testing: All coated surfaces shall be spark tested for holes. The spark tester used shall provide 14,000 volts. If pinholes are found, the Contractor shall repair the coating as recommended by the manufacturer and retest. All testing and repair work shall be at the Contractor's expense.

(2) Adhesion Testing: The Contractor shall perform an adhesion test after proper cure in accordance with ASTM D3359 to demonstrate that the specified field coatings adhere to the substrate. Test results showing an adhesion rating of 5A on immersed surfaces and 4A or better on all other surfaces shall be considered acceptable.

626.4 DEFECT REPAIR

The Contractor shall repair all defects in the coating system where directed by the Engineer.

Where unacceptable adhesion test results are obtained, the Contractor shall be responsible for removing and reapplying the specified coatings at no expense to the City.

626.5 WARRANTY

The coating applicator shall supply a minimum 5 year warranty, for the coating that has been approved through the submittal process. The coating applicator shall also supply a warranty from the coating manufacturer addressed to the City. The warranty shall state, at a minimum, that the coating is applied in accordance with the manufacturer's instruction and that the coating will not fail for a period of 5 years. The definition of coating failure is that blistering, cracking, embrittlement or softening of the coating is starting to occur.

All structural rehabilitation work performed by the Contractor shall be guaranteed against faulty workmanship and/or materials for a period of 2 years after final acceptance of work.

626.6 MEASUREMENT AND PAYMENT

Payment for manhole coating shall be per square foot as measured from the invert to the ring and cover. The unit price shall include by-pass pumping and all materials necessary for internal coating of manholes specified on the plan sheets.

SECTION 630: TAPPING SLEEVES, VALVES AND VALVE BOXES ON WATER LINES

630.3.1 General

ADD the following:

Valves shall be resilient wedge gate valves, Waterous 2500 series, Clow, Mueller, or equal, suitable for use in line and in wet tapping water mains in conjunction with tapping sleeves. Gate valves shall be mechanical joint except where flange joints are specifically detailed in project plans or where required for tapping sleeves and hydrant installation.

Valve blocking shall be provided on all valves in accordance with Quad City Detail 301Q. No separate payment will be made for valve blocking and the cost shall be included in the water main unit price.

Valve boxes shall be in accordance with COP GES Detail 391Q.

Debris caps shall be installed on all valves within project limits according to MAG Detail 392 and shall be color-coded according to COP GES Detail 391Q. Debris caps shall be SW Services DC600 or approved equal.

The Contractor shall notify customers of scheduled water service disruption a minimum of 24 hours in advance of construction. Customers shall coordinate water shut-down with City Water Operations in accordance with Quad City Detail 103P.

630.3.2 Specific Valve Size Requirements

REPLACE item (A) with the following:

(A) Valves 2 inches through 12 inches:

REMOVE item (B) in its entirety and REPLACE with the following:

(B) Valves 14 inches and larger:

Valves shall be iron body resilient-seated gate valves in accordance with the latest revision of AWWA C515.

Valves shall be for operation in a horizontal position. The valve shall have bevel gears. The gears and stuffing box shall be enclosed in a watertight iron case, for operation in a buried location. The case shall be filled with grease at the factory.

By-pass valves shall be furnished and installed on each valve unless otherwise indicated on the approved plans. See Table 630-1 for by-pass valve sizes.

630.4 TAPPING SLEEVES AND VALVES

ADD the following:

The City Utility Operations shall be notified 48 hours in advance to schedule water main tap. If the Contractor is not ready for the tap at the scheduled time, the tap will be rescheduled. City crews will not remain on standby until the Contractor is ready for the tap. The rescheduled tap shall include a new 48 hour notification.

630.4.1 Tapping Valves

REMOVE the third paragraph in its entirety and REPLACE with the following:

Once the tap has been installed, the Contractor shall not operate the valve.

ADD the following:

Debris caps shall be installed on tapping sleeve valve according to MAG Detail 392 and shall be color-coded according to COP GES Detail 391Q. Debris caps shall be SW Services DC600 or approved equal.

630.5 BUTTERFLY VALVES

REMOVE item (A) and REPLACE with the following:

- (A) 18 inches and larger:

REMOVE item (A) (1) in its entirety and REPLACE with the following:

- (1) Valve body shall be of cast iron or ductile iron with connecting ends one of or a combination of flanged (short body) or mechanical joint.

REMOVE item (B) in its entirety and REPLACE with the following:

- (B) 3 inches through 16 inches:

Butterfly valves shall not be used.

630.6 AIR RELEASE AND VACUUM VALVES

ADD the following:

- (C) Air/vacuum release valves shall be in accordance with COP GES Detail 317Q-1 or 317Q-2.

- (D) Combination Air Valves

(1) Air valves shall be standard combination style. Cast iron air valves shall comply with AWWA C512 except as modified herein. Valves shall be of the size shown and shall have threaded or flanged ends to match piping. Bodies shall be of high-strength cast iron, conforming to ASTM A126, Class B, or NSF 61 certified reinforced nylon. Floats of cast iron air valves shall be heavy stainless steel, suitable to withstand 1,000 psi external pressure. Seats of cast iron air valves shall be Buna-N. Other internal components of cast iron air valves shall be constructed of stainless steel, bronze, delrin, or cast iron as appropriate. Internal components for reinforced nylon valves shall be NSF 61 certified nylon, polypropylene, EPDM or NBR 70. Inlet and outlet ports for large orifice valves shall be baffled to prevent the action of high volume airflows from interfering with valve operations. Interior and exterior carbon steel surfaces shall be epoxy coated. Valves shall be designed for a minimum of 300 psi water working pressure, unless otherwise shown.

- (2) Internal protective coatings shall be provided in accordance with AWWA C550.

(a) Liquid epoxy lining and coating materials shall be listed in the NSF Listing for Drinking Water Additives, Standard 61, certified for use in contact with potable water.

(b) The minimum dry film thickness for epoxy linings shall be 0.203 mm (0.008-inch or 8 mils). Liquid epoxy lining shall be applied in 2 coats in accordance with AWWA C210.

(3) Combination air valves shall be in accordance with COP GES Detail 317Q-1 or 317Q-2, unless shown otherwise. They shall have both large and small orifices in a single body. The large orifice shall serve to vent large quantities of air during filling operations and shall automatically open to relieve vacuum conditions. The small orifice shall vent small quantities of air under full line pressure that may become entrained in the system and collect at high points. Valves shall be APCO Series 140, Val-Matic Corp. Series 200, or equivalent

ADD the following subsection to 630.6 Air Release and Vacuum Valves:

630.6.1 Blow Off Installation

Blow off installation shall be in accordance with Quad City Detail 318P. The Contractor shall be required to provide Mega-Lug restraint for all joints for a distance specified per Quad City Detail 303Q-1 and 303Q-2.

630.8 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement will be by the unit each of the various kinds and sizes of valves, manholes, vaults, or tapping sleeves and valves, including valve boxes and covers, retrofit debris covers, air release valve assemblies, combination valve assemblies, and blow off assemblies.

630.9 PAYMENT

ADD the following:

Payment for valves, box and cover shall be per each at the unit bid price shown in the bidding schedule. Valves on tapping sleeves and hydrant installations shall be included in the appropriate bid item in the bidding schedule.

Debris cap specified on existing valves shall be incidental to the project work.

Payment for tapping sleeves shall be at the unit price bid in the bidding schedule and include the tapping sleeve, valve, box and cover, and all appurtenant fittings for complete assembly.

Payment for air release and vacuum valve installation shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for a complete installation.

Payment for combination air valve assembly shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for a complete installation.

Payment for blow off installation shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for complete installation. No extra payment shall be made for Mega-Lug restraint.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 650: ABANDONMENT AND REMOVAL OF WATER MAIN

650.1 WATER MAIN ABANDONMENT

(A) Abandonment of existing water main shall not commence until hydrostatic and disinfection test results for the new main have been accepted by the Engineer. The Contractor shall contact the Engineer a minimum of 48 hours in advance of abandonment activities to schedule City water crews to coordinate valve operation. Water customers affected by water service disruption due to water main abandonment shall be notified by written flyer delivered by the Contractor a minimum of 24 hours in advance of scheduled water service disruption. Scheduled water service disruptions are limited to a maximum of 4 hours.

(B) Abandonment of existing main shall include the removal of all valves, hydrants, and appurtenances within the reach to be abandoned. All valves and hydrants to be abandoned shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City

Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer. Removed materials not identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new main installation.

At all locations indicated on the plans, a minimum of 4 feet of water main shall be removed capped and the appropriate thrust restraint installed.

Existing valves to be abandoned shall include removing the valve, valve box, and cover in its entirety. Abandonment of appurtenances located in any structure (manhole, vault, etc.) shall include the complete removal and proper disposal of the appurtenance and the structure.

Abandonment of valves, hydrants, and appurtenances shall include the installation of the requisite number of mechanical joint caps as necessary to seal all pipe remaining in place.

(C) Restoration for water main abandonment shall include excavation, backfilling, compaction and re-surfacing in accordance with COP Supplement 601.

(D) Pavement matching and surface replacement shall be incidental to water main abandonment.

650.2 WATER MAIN REMOVAL

(A) Removal of water main shall not commence prior to authorization from the Engineer.

(B) Water main removal shall include the complete removal of all existing water main, valves, hydrants, structures, and appurtenances within the reach as indicated on the plans. All valves and hydrants to be removed shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new main installation.

(C) Removal of water main shall include excavation, backfilling, compaction, disposal and salvage in accordance with COP Supplement 601.

(D) Pavement matching and surface replacement shall be measured and paid accordance with COP Supplement 336. Any other restoration shall be considered incidental.

650.3 MEASUREMENT

Measurement for abandonment of water main and laterals shall be by the linear foot of pipe abandoned, measured horizontally through valves and fittings. Hydrants, valves, fittings, vaults, services, and other appurtenances shall be considered incidental to water main abandonment.

Measurement for removal of water mains and laterals shall be by the linear foot of pipe removed, measured horizontally through valves and fittings. Hydrants, valves, fittings, vaults, services, and other appurtenances shall be considered incidental to water main abandonment.

650.4 PAYMENT

Payment for water main abandonment shall be at the applicable unit bid price and shall include all work and appurtenant fittings necessary for complete abandonment. Pavement matching and surface replacement shall be incidental to water main abandonment.

Payment for water main removal shall be at the applicable unit bid price and shall include all work and appurtenant fittings necessary for complete removal. Pavement matching and surface replacement shall be

measured and paid accordance with COP Supplement 336. Any other restoration shall be considered incidental.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 651: ABANDONMENT AND REMOVAL OF SANITARY SEWER

651.1 SANITARY SEWER ABANDONMENT

- (A) Abandonment of sanitary sewer shall not occur until all existing sanitary sewer services have been transferred to another main or lateral, and abandonment is approved by the Engineer.
- (B) Abandonment of sanitary sewer shall include gravity and/or force mains, manholes, vaults, wet wells, and other appurtenances within the reach noted on the plans to be abandoned.
- (C) Manhole frames, covers, vault access hatches, and clean-out frame and covers shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new sewer installation.
- (D) Restoration for sanitary sewer abandonment shall include all excavation, backfilling, compaction, and resurfacing in accordance with COP Supplement 601.

651.1.1 Sanitary Sewer Mains

- (A) Abandonment of sanitary sewer mains shall include all gravity mains, laterals, and force mains, and shall be accomplished by pipe bursting or grout filling as indicated on the plans.

- (1) Pipe bursting shall be performed using industry standard methods and equipment.

A pipe bursting plan including equipment used, means and methods shall be submitted and approved in accordance with Section 105.2 of these specifications prior to beginning bursting operations.

Valves shall be removed and disposed of prior to pipe bursting, and shall become property of the Contractor. All valves shall be properly disposed of in accordance with these specifications.

- (2) Grouting shall be accomplished following industry standard methods, using a cement based grout to fill the void of the existing sanitary sewer main. The grouting material must have a minimum compressive strength of 100 psi and shall have flow characteristics appropriate for filling a sanitary sewer.

Injection of the grout material shall be done with sufficient pressure and injection locations to fill the existing sanitary sewer line. The method shall adequately provide for the removal and legal disposal of existing sewage in the lines and any pipe materials removed, and release of air from the system to facilitate proper abandonment.

A grouting plan including equipment used injection locations, grout mix design, and means and methods shall be submitted and approved in accordance with Section 105.2 prior to beginning grouting operations.

651.1.2 Manholes, Vaults and Wet Wells

- (A) Abandonment of manholes, vaults, wet wells and other structural appurtenances shall include the complete removal of each structure within the reach to be abandoned as indicated on the plans.
- (B) All items removed and not salvaged shall become property of the Contractor and properly disposed of in accordance with these specifications.
- (C) Backfilling after removal shall be in accordance with COP Supplement 601.
- (D) Pavement matching and surface replacement shall be incidental to sewer abandonment.

651.2 SANITARY SEWER REMOVAL

- (A) Removal of sanitary sewer shall not commence prior to authorization from the Engineer.
- (B) Removal of sanitary sewer shall include the complete removal of gravity and/or force mains, manholes, vaults, wet wells, and other appurtenances within the reach noted on the plans to be removed.

Existing sanitary sewer that is removed coincident with the installation of new sanitary sewer shall be considered incidental to the installation and shall not be measured or paid for under this section.

- (C) Manhole frames, covers, vault access hatches, and clean-out frame and covers shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new sewer installation.

- (D) Removal of sewer main, laterals, or force main that tie into an existing manhole that is to remain in service shall include complete removal of the penetrating pipe and grouting the hole with lean, non-shrink grout. A water stop shall be used to ensure the integrity of the manhole.

The water stop proposed shall be submitted for review and approval prior to removal activities in accordance with Section 105.2 of these specifications.

- (E) Removal of sanitary sewer shall include excavation, backfilling and compaction in accordance with COP Supplement 601. Disposal, salvage, and bypass pumping shall be considered incidental to sewer removal.
- (F) Pavement matching and surface replacement shall be measured and paid in accordance with Section 336 of these specifications. Any other restoration shall be considered incidental.

651.3 MEASUREMENT

Measurement for abandonment of sewer main, laterals, and force main shall be by the linear foot of pipe abandoned, measured horizontally through manholes, vaults, valves, and fittings. Valves, fittings, services, cleanouts, and other appurtenances shall be considered incidental to sewer abandonment.

Abandonment of manholes and wet wells shall be the number of each abandoned. Vaults shall be considered incidental to sewer abandonment unless otherwise noted in the special provisions.

Measurement for removal of sewer main, laterals, and force main shall be by the linear foot of pipe abandoned, measured horizontally through manholes, vaults, valves, and fittings. Valves, fittings, services, cleanouts, and other appurtenances shall be considered incidental to sewer removal.

Measurement for manholes and wet wells shall be the number of each removed. Vaults shall be considered incidental to sewer abandonment unless otherwise noted in the special provisions.

651.4 PAYMENT

Payment for abandoning sewer mains, laterals, and force main shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be incidental to sewer abandonment.

Payment for abandoning manholes and wet wells shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be incidental to sewer abandonment.

Payment for removing sanitary sewer shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be measured and paid in accordance with Section 336 of these specifications. Any other restoration shall be considered incidental.

Payment for removing manholes and wet wells shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be measured and paid in accordance with Section 336. Any other restoration shall be considered incidental.

PART 700 – MATERIALS**SECTION 701: AGGREGATE****701.4 RECLAIMED CONCRETE MATERIAL (RCM)**

REMOVE in its entirety and REPLACE with the following:

Use of Reclaimed Concrete Material (RCM) is not allowed.

701.5 RECLAIMED ASPHALT PAVEMENT (RAP)

REMOVE in its entirety and REPLACE with the following:

Reclaimed asphalt pavement (RAP) shall not be allowed.

SECTION 703: RIPRAP**703.1 GENERAL**

REMOVE the second paragraph in its entirety and REPLACE with the following:

Aggregate shall be color-matched with adjacent landscape aggregate or as specified on the plans or in the special provisions, and approved by the Engineer. Payment for riprap shall include all work associated with providing color samples.

SECTION 710: ASPHALT CONCRETE

710.2.1 Asphalt Binder

REMOVE in its entirety and REPLACE with the following:

- (A) The approved asphalt binder shall be either Performance Grade (PG) 64-22, PG 70-22, PG 70-22TR, or PG70-22TR+ asphalt conforming to the requirements of AASHTO M 320-09 Performance-Graded Asphalt Binder. The binder grade shall be as specified in the contract documents or as directed by the Engineer.
- (B) The Engineer may review a request by the Contractor to change from the approved binder grade.

710.2.3 Reclaimed Asphalt Pavement (RAP):

REMOVE in its entirety and REPLACE with the following:

Reclaimed asphalt pavement (RAP) shall not be allowed.

710.3.1 General

REMOVE item (11) in its entirety.

710.3.2 Mix Design Criteria

ADD the following:

- (A) The intent of this supplement is to use only ½ inch or ¾ inch Marshall or Gyratory Mix Designs within the specification unless specifically called out in the project specifications.
- (B) The asphalt mix design shall be for high traffic volume, unless otherwise specified.

710.3.2.1 Marshall Mix Design

REMOVE item (5) in Table 710-3 Marshall Mix Design Criteria and REPLACE with the following:

- (5) Tensile Strength Ratio: % Min.

Minimum percent requirement is changed to 75. A tensile strength ratio of 75 percent may require more than 1 percent mineral admixture.

REMOVE item (7) in Table 710-3 Marshall Mix Design Criteria and REPLACE with the following:

- (7) Stability: pounds, Minimum

Minimum requirement is changed to 3500 for ½ inch mix and ¾ inch mix.

SECTION 725: PORTLAND CEMENT CONCRETE

725.1 GENERAL

ADD the following:

All Portland cement concrete placed under this contract shall be Class AA with a maximum water/cement ratio of 0.45.

ADD the following subsection to 725.1 General:

725.1.1 Adverse Weather Concreting

(A) Hot Weather Concreting: Hot weather is defined as any combination of high ambient temperature, low relative humidity, and wind velocity which would tend to impair the quality of fresh concrete. These effects become more pronounced as wind velocity increases. Since last minute improvisations are rarely successful, preplanning and coordination of all phases of the work are required to minimize these adverse effects.

- (1) Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:
 - (a) Cool ingredients before mixing to maintain concrete temperature below 90 degrees F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is the Contractor's option.
 - (b) Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 - (c) Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.
- (2) As an absolute minimum, the Contractor shall ensure that the following measures are taken:
 - (a) An ample supply of water, hoses, and fog nozzles are available at the site.
 - (b) Spare vibrators are on hand in the ratio of 1 spare vibrator for each 3 in use.
 - (c) Pre-planning has been accomplished to ensure prompt placement, consolidation, finishing, and curing of the concrete.
 - (d) Concrete temperature on arrival should be approximately 60 degrees F and in any event shall not exceed 90 degrees F. The use of cold water and ice is recommended.
 - (e) The subgrade is moist, but free of standing water.
 - (f) Fog spray is utilized to cool the forms and steel. Under extreme conditions of high ambient temperature, exposure to the direct rays of the sun, low relative humidity, and wind, even strict adherence to these measures may not produce the quality desired and it may be necessary to restrict concrete placement to early morning only. If this decision is made, then particular attention must be directed to the curing process since the concrete will be exposed

to severe thermal stresses due to temperature variation; heat of hydration plus midday sun radiation versus nighttime cooling.

(B) Cold Weather Concreting: Comply with ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

(1) When air temperature has fallen to or is expected to fall below 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F and not more than 80 degrees F at point of placement.

(2) Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

(3) Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

(C) Wet Weather Concreting: Placing of concrete shall be discontinued when the quantity of rainfall is such as to cause a flow or wash to the surface. Any concrete already placed and partially cured shall be covered to prevent dimpling. A construction joint will be installed prior to shut down.

(D) Replacement of Damaged or Defective Concrete: Upon written notice from the Engineer, all concrete which has been damaged or is defective, shall be replaced by the Contractor at no cost to the Contracting Agency.

(E) References

(1) ACI-305 Hot Weather Concreting

(2) ACI-306 Cold Weather Concreting

(3) ACI-308 Recommended Practices for Curing Concrete

(F) No separate payment shall be made for adverse weather concreting. The work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay item.

725.5 ADMIXTURES AND ADDITIVES

REMOVE the third paragraph in its entirety and REPLACE with the following:

Air entraining admixtures incorporated into the approved concrete mix design shall meet the requirements of ASTM C260. All Portland cement concrete shall contain 6 percent, plus or minus 1 percent, entrained air of evenly dispersed air bubbles at the time of placement. The air-entraining agent shall contain no chlorides. The air-entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement. Air entrainment in the concrete shall be tested in accordance with AASHTO T 152. Air entrainment shall be tested at time of sampling in accordance with ASTM C143 and C231 respectively. The cost of this testing shall be the responsibility of the Contractor.

725.8.1 Field Sampling and Tests

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

The slump of Portland cement concrete shall be tested in accordance with the requirements of AASHTO T 119, ASTM C143 and ASTM C231 respectively. Concrete that does not meet the specification requirements as to slump shall not be used, but shall be removed from the job at no cost to the City. Slump tests shall be

taken in the field by a representative of the Contractor's Quality Control firm. The cost of this testing shall be the responsibility of the Contractor.

725.8.2 Concrete Cylinder Test:

ADD the following:

Concrete cylindrical specimens for compression tests shall be taken in the field by a representative of the Contractor's Quality Control firm in accordance with AASHTO T 141 and T 23. These samples will be tested for compressive strength in accordance to AASHTO T 22. Concrete samples will be taken in accordance with this section and MAG Specification 725.8.3, except as noted hereinafter. 1 set of not less than 4 cylinders per 50 cubic yards or ½ days pour shall be prepared and retained to verify compressive strength of the mixture. 1 cylinder shall be tested at 7 days and 2 at 28 days. The fourth cylinder shall be retained for up to 60 days. If the 28 day test does not meet the minimum strength requirement, cores shall be taken as provided herein and the cost of such will be the responsibility of the Contractor. Acceptance shall be based on minimum 28 day strength requirements. The cost of testing shall be the responsibility of the Contractor.

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
COMBS CONSTRUCTION COMPANY, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of _____, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Combs Construction Company, Inc., an Arizona corporation (the “Contractor”). The Town and Contractor are the only parties to this Agreement; they are each individually a “Party,” and together they are the “Parties.”

RECITALS

A. After a competitive procurement process, the City of Prescott, Arizona (“Prescott”), entered into Contract No. 2023-209, dated June 13, 2023 (the “Prescott Contract”), for the Contractor to provide job order contracting services for public works/horizontal construction projects. A copy of the Prescott Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such materials and services under the Prescott Contract, at its discretion and with the agreement of the awarded Contractor.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with construction materials and services, as more particularly set forth in Section 2 below on an as-needed basis (the “Materials and Services”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025, unless terminated as otherwise provided in this Agreement or the Prescott Contract (the “Term”). The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for job order contracting on public works/horizontal construction projects under the terms and conditions of the Prescott Contract and this Agreement. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases

of such Materials and Services will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the Parties in a written invoice, quote, work order, job order, or other form of written agreement describing the work to be completed (each, a “Job Order”). Each Job Order shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Job Orders submitted without referencing this Agreement and the Prescott Contract will be subject to rejection. The Contractor acknowledges and agrees that Job Orders containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the “Unauthorized Conditions”), other than Town’s project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any Job Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Prescott Contract shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement or the Prescott Contract will be held at the Contractor’s risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel Job Orders within a reasonable period of time after issuance. Should a Job Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Job Order. The Town will not reimburse the Contractor for any costs incurred after receipt of the Town’s notice of cancellation, or for lost profits, shipment of product prior to issuance of a Job Order, or anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay the Contractor for the Materials and Services in the amounts set forth in each Job Order. The total compensation for the Materials and Services purchased under this Agreement shall not exceed \$500,000 for the entire Term of this Agreement.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Prescott Contract will be subject to rejection and may be returned.

5. Safety Plan. The Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Contractor’s sole determination, the Services to be provided do not require a safety plan, the Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, the Contractor’s and its subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Contractor’s and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments, or claims based on the Contractor’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Contractor pursuant to this Agreement. The Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the Contractor or its subcontractors reasonable advance notice of intended audits. The Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor’s or its subcontractor’s failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. To the extent applicable under ARIZ. REV. STAT. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a “boycott” of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

9. Conflict of Interest. The Town may cancel this Agreement pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, and any Town-approved Job Orders, the Prescott Contract, and invoices, the documents shall govern in that order.

13. Rights and Privileges. To the extent provided under the Prescott Contract, the Town shall be afforded all of the rights and privileges afforded to Prescott and shall be the "City" (as defined in the Prescott Contract) for the purposes of this Agreement.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Prescott to the extent provided under the Prescott Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town	Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323 Attn: Town Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to the Contractor:	Combs Construction Company, Inc. 1903 West Parkside Lane, Suite 100 Phoenix, Arizona 85027 msullivan@combsaz.com Attn: Michael Sullivan

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

“Contractor”

COMBS CONSTRUCTION COMPANY,
an Arizona corporation

Michael Sullivan, Vice President

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
COMBS CONSTRUCTION COMPANY, INC.

[Prescott Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
COMBS CONSTRUCTION COMPANY, INC.

[Job Orders]

See following pages (to be attached subsequent to execution).



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

6. g.

Meeting Date: 09/26/2023
Contact Person: Frank Marbury, Public Works Director/Town Engineer
Department: Public Works
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve a Cooperative Purchasing Agreement with Fann Contracting, Inc., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

RECOMMENDED ACTION:

Approve the Cooperative Purchasing Agreement with Fann Contracting, Inc., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

SITUATION AND ANALYSIS:

This is an indefinite quantity and indefinite delivery Agreement for job order contracting on public works/horizontal construction projects under the terms and conditions of the Prescott Contract and this Agreement. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with construction materials and services.

Other Pertinent Documents Available Upon Request:

This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025, unless terminated as otherwise provided in this Agreement or the Prescott Contract (the "Term"). The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 21-78-5408
Available:
Funding Source:

Attachments

JOC Fann Contracting

CPA Fann Contracting



Construction Contract

Job Order Contracting for Public Works / Horizontal Construction Projects

Contract No. 2023-210

THIS AGREEMENT made and entered into this 13th day of June 2023, by and between Fann Contracting, Inc. of the city of Prescott, county of Yavapai, state of Arizona, hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds to be provided once a Job Order Amendment is presented, hereby agrees, for him/herself, his/her heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Job Order Contracting and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Request for Statement of Qualifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, and Addenda, as accepted by the Mayor and Council per Council Minutes of June 13, 2023, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The contract will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1. The value of these contracts will vary based on projected City needs, and available budget. The award of a contract is not a guarantee of work. There is no specific list of projects currently. The Contractor hereby agrees start and to fully complete within the time frame as given on the written notice to proceed for each project assigned.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Request for State of Qualifications, MAG Specifications and Details, City Supplement to MAG, and Special Provisions. The maximum cost per Job Order can be up to \$1,000,000.00 and the

maximum amount per fiscal year per contractor is \$3,000,000.00. Each Job will be awarded and a Job Order Amendment for each job will be sent out to get all the required documents. On each approved Job Order if the Contractor claims that any instructions involve additional/extra cost, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services / work. No such claim shall be valid unless so made. The Contractor shall do such additional/extra services/work upon receipt of an accepted Contract Amendment or other written order of the Director. In the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments shall be approved by the Director or any Contract Amendments over \$50,000 must also be approved by City Council.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's

compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum per MAG per project awarded with the amendment, per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum per MAG per project awarded with the amendment per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees, or any of the Contractor's subcontractors. In the event the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XII - BONDS:

- A. On or before the execution of the Job Order Amendment, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications, and conditions herein. Such bond shall be solely for the protection of the City. A copy of this bond shall be filed with the Prescott City Clerk.
- B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of

claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.

- C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an “A” rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XIII – SUBCONTRACTORS:

- A. During performance of this Agreement, the Contractor may engage such additional subcontractors as may be required for the timely completion of the construction. The addition of any Subcontractors shall be subject to prior written approval by the City. In the event of sub-contracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the Contractor.
- B. The Contract Amount includes payment for any and all Services to be rendered by the Contractor or Subcontractors which the Contractor may employ for this Agreement. It is expressly agreed by and between the parties that the Contractor is solely responsible for all payment to such any other Contractors or Subcontractors retained by the Contractor. The Contractor agrees to indemnify and save harmless the City of Prescott 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 to pay for all labor performance and materials furnished for the performance of said project when completed.

ARTICLE XIV – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City’s option, be the basis for terminating the Contract.

ARTICLE XV – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XVI - MISCELLANEOUS:**A. Cooperative Use of Contract**

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

B. All pay applications need to have these items contract number, pay application number, dates of service and date submitted. They need to be submitted to the project manager for review. Once they review and sign off, they will submit to our accounts payable department for payment processing.**C. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.****D. Final Payment Acknowledgement to be signed by the contractor and sent in with the final pay application. This is to further certify that the project is completed to acceptable standards as defined in the plans and specifications per the Project Contract Agreement. Any changes to the plans have been noted on the Construction As-built Mylar Drawings certified by the Engineer of Record. The revised As-built Drawings have been delivered and approved by the Public Works department. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott.****E. Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties is to be signed and returned at the end of the two-year warranty period that is determined per the warranty letter sent out when the project has been completed.****F. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), A.R.S. §34-301, §34-302 & §34-321 or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.****G. In the event of default, neither party shall be liable for incidental, special, or consequential damages.****H. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:**

Public Works Director
City of Prescott
433 N. Virginia Street
Prescott, Arizona 86301

Fann Contracting, Inc.
6725 Generation Lane
Prescott AZ 86301
jfann@fanncontracting.com

- I. This Agreement shall be construed under the laws of the State of Arizona.
- J. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- K. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- L. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- M. Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.
- N. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".
- O. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- P. Compliance with Federal and State Laws: All Services performed by the Contractor shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances, including, without limitations, those set forth on the attached Exhibit C, if applicable. The Contractor, at the Contractor's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. The Contractor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.
- Q. Nondiscrimination and Equal Employment Opportunity: The Contractor and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and

Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Contractor and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Contractor agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.

R. Employees on Public Works Construction Projects: E-Verify Requirements:

1. The Contractor shall comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, “Residence Requirements for Employees”, as amended.
2. Under the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its 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 referred to as “Contractor Immigration Warranty”). The Contractor further understands and acknowledges that:
 - a. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - b. The City retains the legal right to inspect the papers of any Contractor or Subcontractors’ employee to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any such inspections.
 - c. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the Subcontractors to ensure compliance with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.
 - d. Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with 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(A).
 - e. The provisions of this Article shall be included in any contract the Contractor enters with any and all of its Subcontractors who provide Services under this Agreement. “Services” are defined as furnishing labor, time, or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.

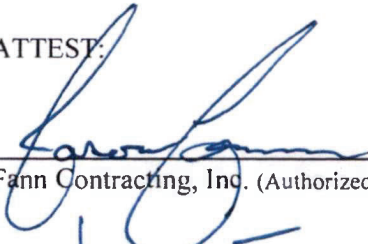
S. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott”, as that term is defined in A.R.S. § 35-393, of Israel.

- T. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 3. Any Contractor / subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

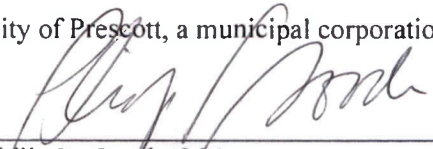
- U. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ATTEST:


Fann Contracting, Inc. (Authorized Signature)

By: JASON FANN
(Printed Name)

City of Prescott, a municipal corporation:


Philip R. Goode, Mayor

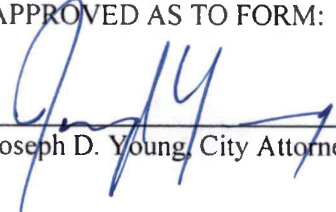
Title: PRESIDENT/COO.

Email: fann@fanncontracting.com
estimating@fanncontracting.com

ATTEST:


Sarah M. Siep, City Clerk

APPROVED AS TO FORM:


Joseph D. Young, City Attorney

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under 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 this Contract 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. Contractor is free to purchase such additional insurance as may be determined necessary.

ADDITIONAL INSURANCE REQUIREMENTS:

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott 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.

Additional Insured:

**City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND fandboperations@prescott-az.gov. The City contract number and project name/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. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

NOTICE OF CANCELLATION:

With the exception of a ten (10) day notice of cancellation for non-payment of premium, and changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

VERIFICATION OF COVERAGE:

Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required 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 this Contract and remain in effect for the duration of the project and warranty period as set forth in the warranty letter. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

MAG Specifications, Sections 103.1 through 103.8, including: Unless otherwise specifically required by the Special Conditions, the minimum limits of public liability and property damage liability shall be as follows:

1. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form –

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

• General Aggregate	\$ 3,000,000
• Products – Completed Operations Aggregate	\$ 3,000,000
• Personal and Advertising Injury	\$ 1,000,000
• Each Occurrence	\$ 1,000,000
• Fire Legal Liability (Damage to Rented Premises) (if applicable)	\$ 100,000

The policy shall be endorsed to include the following additional insured language:

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 1,000,000
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The policy shall be endorsed to include the following additional insured language:

“The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

Worker’s Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s 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 City of Prescott for losses arising from work performed by or on behalf of the Contractor.

Professional Liability (Errors and Omissions Liability) – *if applicable*

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

1. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.
2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

Such policy shall not exclude coverage for the following:

1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
3. Injury to or destruction of any property arising out of blasting or explosion.
4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Contractor's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).

The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE

HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS AND CERTIFICATION OF COMPLETION OF WARRANTIES

Project: _____

To the City of Prescott, Arizona:

1. This affidavit 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.

2. The Undersigned, for the consideration of \$ _____
(Total project price)

as set out in the final pay application, 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 Prescott 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 project.

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

(Authorized Signature)

By: _____

Title: _____

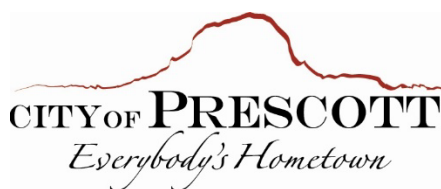
State of _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me by _____

this _____ day of _____, 20____.

Notary Public

Commission Expires



Government Funding Provisions

The Contractor and its Subcontractor shall comply with the following grant provisions, if applicable.

Applicable Laws

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

Federal Legislation

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42
- d. U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- g. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Coastal Zone Management Act, P.L. 93-205, as amended.
- j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- k. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- m. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- n. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq. 3-04-0015-045-2020
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands

- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 3-04-0015-045-2020
- i. 29 CFR Part 5 - Labor standards provision applicable to contracts covering Federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- j. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- k. 49 CFR Part 20 - New restrictions on lobbying.
- l. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- n. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- q. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- r. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.
- s. § 200.323 Procurement of recovered materials.
- t. 31 USC Ch. 38: Administrative Remedies for False Claims and Statements

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American

Unless otherwise approved in advance by the Federal Government (FAA, FEMA, or any other agency), the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

Ban on Texting While Driving

- a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - ii) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

Foreign Market Restrictions

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Non-Discrimination

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

- a) The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- b) Affirmative steps shall include:
 - i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Clean Air Act

Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps, or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Construction Contracts in excess of \$2,000 awarded by non-Federal entities.

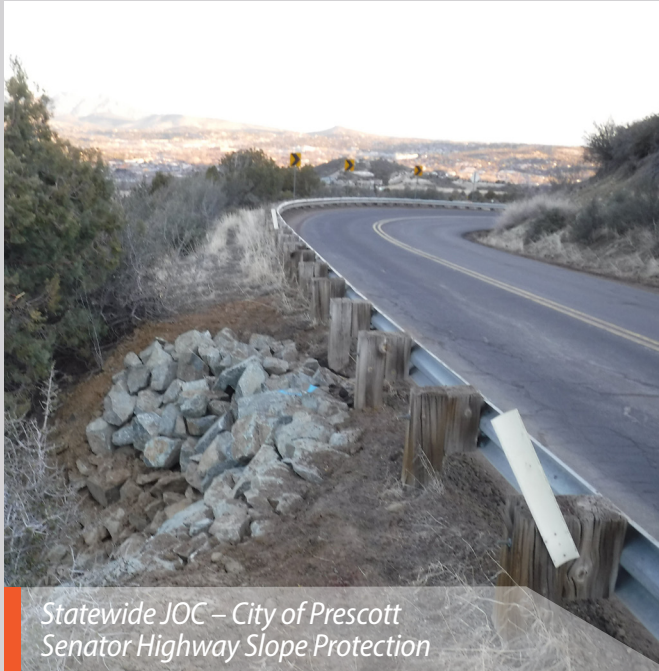
Davis-Bacon Act, as amended ([40 U.S.C. 3141](#)–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141](#)–3144, and 3146–3148) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Employment of Mechanics and Laborers contracts in excess of \$100,000.00

Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701](#)–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



Statewide JOC - PUSD Abia Judd Parking Lot



Statewide JOC – City of Prescott
Senator Highway Slope Protection



Statewide JOC – Yavapai County Beasley Flats

>>> JOB ORDER CONTRACTING (JOC) FOR PUBLIC WORKS PROJECTS

MARCH 9, 2023

FANN
C O N T R A C T I N G



6725 Generation Lane
Prescott, AZ 86301

PO Box 4356
Prescott, AZ 86302

Office: (928) 778-0170
www.fanncontracting.com

AZROC 071520-A | AZROC 204153-B | AZROC 078800-B1 | AZROC 041313-B4

COVER LETTER

City of Prescott
City Clerk's Office
201 Cortez Street
Prescott, Arizona 86303

March 9, 2023

RE: Job Order Contracting for Public Works Projects

Dear Selection Committee,

We are pleased to submit our statement of qualifications for the City of Prescott's Job Order Contracting (JOC) services for Public Works / Horizontal Construction Projects. Fann Contracting, Inc (Fann) has worked with the City of Prescott for more than 60 years and is **now the largest heavy-civil contractor in Northern Arizona, with one of the most diverse portfolios in contracting and self-performed services.** We continue to provide consistent and quality JOC services for municipalities year after year, including several for the City of Prescott through our Statewide JOC program. **Fann provided the City of Prescott with their first Horizontal JOC project in 2018 with the Gurley Street driveway entrance into PUSD's new administration facility at Washington School.** The fact that the City has continued to use Fann for several more job order contracts through our Statewide JOC program while providing similar services through the City's Operated Equipment contract is a testament to the quality service we provide matched with our well-rounded expertise.

We look forward to continuing our partnership with the City of Prescott to offer the same level of customer service, quality, and care as we have on our past JOC projects. Fann will hands-down provide the City with the most combined value regarding responsiveness, reliability, available resources, well-rounded abilities, warranty response, teamwork, and customer service.

Team Strengths: Our proposed JOC team brings together **decades of local industry knowledge and pointed construction experience in horizontal construction.** Our key team members include Pre-Construction Lead Jason Fann, Estimators/Project Managers Derek Kack and Brian Fuller, along with Superintendents Greg Crain, Gary Hickman, Brian Rainey and Corey Shelley to handle as many diverse projects necessary to meet your JOC needs. Our team brings to the City the best combination of fast-track project implementation and execution, quick turnaround estimating, local and technical construction experience, a strong rapport with local subcontractors and suppliers, a keen eye for quality and safety, and a partnership approach to see that your job orders are carried out successfully.

Largest Northern Arizona Heavy-Civil Contractor: Fann's 63 years of construction in Northern Arizona, specifically in and around the Prescott area, makes us well-equipped to handle challenging site conditions on a variety

290+

EMPLOYEES

**Continuous
JOC Work
SINCE 2013**

**Largest
Equipment Fleet
in Northern AZ
W/ HIGHLY EXPERIENCED
OPERATORS**

**85%
TYPICAL SELF-PERFORM
RATE RANGE**

COVER LETTER

of projects. **We have a robust fleet of yellow-iron, haul trucks, specialized equipment, and employees that live, eat, and breathe complex construction.** We are more familiar than many of our competitors with working in the City of Prescott, dealing with cold climate environments, unique job conditions, hard dig situations, and adjusting to Northern Arizona's intricate terrain. Our team is well equipped to handle any or all of your JOC projects with reduced mobilization due to our local presence.

Timely Reviews, Responses, and Warranty: With our Prescott home office location, we provide quick and timely responses to your job order scoping requests, pricing, and are available to meet in-person with City staff at a moment's notice. We can be there in 10 minutes, not 10 days. Our team works hard to meet critical deadlines whether for scoping/pricing or project execution. Fann's widely known presence coupled with our family's good name provides the City an added sense of confidence that you can rely on to quickly address concerns during and after construction.

Self-Perform Capabilities: Our large fleet coupled with our local employee pool makes us best suited for JOC work given the variety of services that we offer. **Fann will self-perform the primary scopes of services:** roadway, grading, asphalt pavement, rehabilitation, utilities, drainage, excavating, repairs, demolition, emergency, and specialty services. Performing these major scopes in-house allows us to maintain direct control over each project ultimately leading to accelerated completion, productivity savings, safety control, and a higher quality of work. Additionally, **we are available for early procurement, strategies, pre-construction services, attend Council meetings, or provide any related service that helps City staff and our local projects.**

You'll find in the following SOQ document that Fann has so much to offer as your most valued JOC contractor. We thank you for this opportunity to present ourselves, and we hope you'll find Fann and our team of experts your most valued, local JOC partner.



Jason Fann
 President
 Ph: 928-778-0170
 Email: jfann@fanncontracting.com

Fann Contracting, Inc.
 6725 Generation Lane, Prescott, AZ 86301

\$100M

ANNUAL VOLUME

300+

COMPLETED PUBLIC/
 GOVERNMENT
 CONTRACTS

80+

PROJECTS IN QUAD
 CITIES & PRESCOTT
 IN THE LAST FIVE YEARS

100%

LOCAL AND
 COMMITTED TO
 PRESCOTT

A. GENERAL INFORMATION

A.1a Brief Overview of the Contractor

Fann Contracting, Inc. (Fann) is a Northern Arizona-based general contractor celebrating 63 years of business. Our firm builds projects of all types and sizes, primarily self-performing earthmoving, rock handling, utilities, site preparation, roadway, highway, public works, and general construction improvements throughout Arizona.

What makes Fann unique is our synergy with City staff, experience on City of Prescott projects, well-rounded knowledge in horizontal construction, familiarity with local conditions, job safety and quality, company diversity, attention to detail, and our employees. **We have built a culture that brings the best out of our employees** because good work practices are rewarded for achieving high standards of quality, safety, and productivity.

We hold one of the most extensive heavy equipment and trucking fleets in Northern Arizona. As a result, we offer competitive pricing coupled with highly seasoned operators. Our full-service equipment maintenance department works around the clock to maintain and repair our heavy equipment, so projects stay on track with minimal interruption from equipment downtime.

We have the ability to increase resources as necessary to adjust to job conditions and meet accelerated schedule demands. **We will leverage our extensive construction experience in Northern Arizona to deliver a successful JOC project within the City's budget.**

A.1b Legal Organization

Fann is a privately owned company.

A.2 Applicable Licenses Held

Arizona Licenses held by Fann Contracting, Inc.

A - General Engineering - AZROC 071520

B - General Residential Contractor - AZROC 204153

B1 - General Commercial Contractor - AZROC 078800

B4 - General Engineering Contractor - AZROC 041313

A.3 Submission Requirements Met

Fann has met all submission requirements. Please refer to all headings consistent with those listed in the Request for Statement of Qualifications.

A.4 Principle Office and Local Office Location

Fann's principle and local office is located at 6725 Generation Lane, Prescott, AZ 86301



Fann Contracting exhibited professional and quality management of the project in general, and their construction crews and subcontractors. Each person that I worked with was conscientious and showed genuine concern for the resources and pride in their work.

Vicky Stinson, GC National Park Service (FHWA/NPS Hermits Rest Road Project)

B. EXPERIENCE AND QUALIFICATIONS OF FANN AND KEY PERSONNEL

B.1 Understanding of Purpose and Scope

Fann has served the City of Prescott and surrounding area through a variety of project delivery methods including JOC. Additionally, we have held JOC contracts with other municipalities as well as the current Statewide JOC for horizontal work. Fann will provide timely delivery of your JOC projects. Whether indefinite delivery indefinite quantity (IDIQ), firm fixed price, unit price, multi-project orders, pre-construction and design services, O&M, repair or reconstruct, or new construction, **Fann is the right partner to price and execute your job order assignments.**

B. EXPERIENCE AND QUALIFICATIONS OF FANN AND KEY PERSONNEL

■ JOC Scope Matrix

Preconstruction Services:

- Construcability Review
- Subcontractor Coordination
- Utility Coordination
- Public Coordination
- Early Procurement Strategies
- Scheduling
- Value Engineering
- Permitting

Construction Services:

- Roadway Grading, Paving, Patching, Rehabilitation and Rejuvenation
- Water, Sewer, and Drainage
- Curbs and Sidewalks
- Excavating
- Repairs
- Striping
- Concrete work
- Sign placement
- Electrical & Lighting
- Landscaping
- Demolition

We are self equipped with HCSS Heavy Bid for our estimating software to carry-out detailed and accurate JOC estimates. Fann has RS Means that can be used as a unit pricing back-check for detailed unit pricing on JOC projects and we have copies of Blue Book to use for any equipment driven projects.

We also have spreadsheet forms that can be used to price smaller projects or maintenance-type job orders which may not require a fully detailed HCSS estimate. Our current Statewide JOC uses a unit pricing system managed by Gordian who is the parent owner of RS Means. Those predetermined unit rates are applied to a JOC project's scope and quantity then finalized using Fann's prenegotiated adjustment factor. This method of scope and pricing is a unique process, but shows our ability to adapt to any JOC pricing structure. **We have vast experience in all of these JOC scoping and pricing methods, and understand what it takes for a JOC project to go from idea to reality.**

B.2 Years of Experience, Technical Capabilities, and Qualifications

For 63 years, Fann approaches every project with the general partnering principles of collaboration and open communication. This approach and the resulting team-centered mindset helps us solve problems quickly and cost-effectively. As issues or important matters arise during the JOC process, the project team works collaboratively to determine the best outcome for the project. With the tools and systems in place assisting our management team, we can achieve success on every project.

Design Review, Development, & Refinement: On past projects, whether JOC or others, we have been involved extensively in the design review process and project cost management efforts. Through this, we help the owner meet their budget and achieve the most value out of their project.

In addition, we have experts with many years of ground-level construction experience to assist with design reviews and refinement. For example, Fann provided design and constructability review feedback to Coconino County and Turner Engineering on the Pinewood Streets Improvement Project in Munds Park, evaluating pavement section options to offer the best value for the project - specifically, cement treated base. Our experts provide excellent value to the City and its design team to ascertain the best outcome possible for your JOC projects.

Working with Project Designer & City Project Manager:

Our JOC team is fully engaged from start to finish working with the project's designer and project manager in any capacity of service. **With our presence in Prescott, we are available to meet at a moments notice face-to-face, onsite, or at the City representative's office, whichever is most convenient for the project team.** Fann has worked successfully with, and maintains outstanding relationships with, many local designers and City staff on Prescott Public Works and JOC projects.

Cost and Scope Control: It is our goal to minimize growth and contingencies on JOC projects. We do this through due diligence and our experience with anticipated conditions. We are involved from the start to properly scope the project and help identify unknowns to limit construction contingencies – managed through pre-pricing or time and materials tracking and payment. In addition, we use our cost/scope management efforts and project cost reporting systems to control costs throughout all phases of the JOC process.

As a seasoned general contractor, we have a very detailed understanding of the general conditions required to properly support a project. Fann will prepare a detailed list of anticipated general conditions and associated costs to



Jason Fann meeting onsite with Robin Sobotta during preconstruction at the Prescott Airport Terminal

B. EXPERIENCE AND QUALIFICATIONS OF FANN AND KEY PERSONNEL

present to City staff. The City's representatives and the JOC team will jointly review anticipated job expenses needed to support the work. The project's cost proposal will include the general conditions dollar amount.

Value Engineering (VE): Our commitment to the City is to find VE solutions and the best means and methods for all aspects of any JOC project. An analysis of VE opportunities will be identified during the initial scoping/pricing process and remain in effect during construction to help identify cost savings possibilities as we unfold the project. For example, on the Statewide JOC's PUSD Prescott High School project, Fann proposed to re-use the asphalt millings (removals) from the school to stabilize their existing dirt parking lot. This provided the school with less long-term maintenance cost of their dirt parking lot while offering direct job cost savings on hauling/disposing the removals.

Planning & Scheduling: The JOC project goals and objectives must be established early to help the team stay focused on the project's goals. A construction critical path method (CPM) schedule is developed using Primavera Suretrak or P6, with task durations and sequencing, critical, and project milestones. The schedule is published to all project team members, including our superintendents specifically tasked with JOC projects, to inform everyone on construction progress and for proper resource allocation. **As a self-performing contractor, we can control the schedule through much of what we self-perform** and maintain excellent relationships with subcontractors for the JOC scope that we do not self-perform, resulting in responsiveness and schedule assurance.

Estimating: Fann's estimating team will generally use HCSS HeavyBid for estimating JOC projects, a software that allows us to quickly develop estimates for each project order. Fann's estimating department is set up to quickly respond and execute JOC task orders, led by Jason Fann, who will oversee the management of the City's estimates for this JOC.

Process for Quality Control: Our superintendents and project managers are responsible for managing overall job quality. Fann's designated Quality Control Manager oversees our quality control process and ensures our sub-consultants meet those same standards. Fann's Materials Manager oversees

our materials quality and overall materials production for aggregates and asphalt should a project require these services.

Managing Construction: Through our multiple JOC contracts throughout Northern Arizona, Fann has developed a very specific process for acquiring JOC orders and managing the construction. See **FIGURE 1** below.

FIGURE 1: 8-Step JOC Process



Safety Management: Safety is not just a priority at Fann but a core value. Our employees, project partners, and their safety helps drive our successful business. Our focus is to complete work safely, timely, and in a quality manner with a strong culture of "zero accidents." We achieve this by reinforcing safe work practices, accident/incident prevention programs, cause-and-effect awareness, and providing extensive safety training for all employees. In addition, Fann frequently provides safety recognition for safe work practices or for having an outstanding safety record on a given project. This philosophy is ingrained in our employees and construction management team and carried out daily through our management practices in the field.

B. EXPERIENCE AND QUALIFICATIONS OF FANN AND KEY PERSONNEL

Dispute Resolution: We believe Fann and project staff should employ the “Partnering” model by establishing an escalation ladder for dispute resolution. Upon commencement of the JOC contract, the team will prepare an escalation procedure that defines the process by which issues get escalated, to whom, and the time frames needed to get to a prompt resolution. This process follows the general partnering model and will be successful on JOC projects should an escalation matter arise at any time.

Addressing Public Concerns: Fann has successfully coordinated public efforts in previous projects. For example, with past Coconino County JOC work orders, we provided initial notices and open forums to allow the public and business owners to come in and ask questions regarding the project. During construction, door-to-door notices were issued for coordination purposes for any scheduled lane closures, coordination with driveway work, or other interruptions. Additionally, message boards and advance warning signs notified the traveling public of upcoming construction activities.

Public Coordination

Public coordination is important for project success through all project phases. Our JOC team's general approach to addressing public concerns and minimizing disruptions follows:

- Publish initial notices during pre-planning
- Hold public meetings to inform stakeholders
- Go door-to-door to any affected residences or businesses
- Use project signs at project entrances and/or message boards
- Limit disruption to the public via work shift sequencing
- Explore the best traffic control strategies

Subcontractor Selection Plan: Fann will consider the use of subcontractors for all specialty trade work, including analyzing subcontractor cost benefits on some of the work that we typically self-perform. By doing this, we will ensure that we provide the best combination of price, productivity, safety and quality possible for your JOC projects. We pre-qualify subcontractors based on their previous work performance, partnering

participation, cost control, safety, and the overall quality of their work. **See FIGURE 2 below for Fann's Subcontractor Selection Process.** This plan is an integral step in the pre-construction services or proposal phase. It identifies the subcontractor list as well as the solicitation process that will be used to carry out the request for proposals.

FIGURE 2:
Subcontractor
Selection Process



B. EXPERIENCE AND QUALIFICATIONS OF FANN AND KEY PERSONNEL

B.3 Comparable Projects



Coconino County JOC

Cosnino Road Pavement Preservation

Description: Mill existing asphalt, salvage and deliver RAP to County's yard, 5" ABC, 4" AC, pave driveways, sub-excavation with suitable fill, roadside grading, ditch cleaning, relocate mailboxes, traffic control, and pavement markings.

Role of the Firm: JOC Contractor

Contract Value: \$1.8M

Construction Dates: 04/2017 - 06/2017

Reference: JD Brice (928) 606-8998



Yavapai College JOC

Yavapai College Chino Valley Campus CDL Track Paving and Concrete

Description: Project consisted of subgrade preparation, ABC, AC, striping, concrete, erosion control, and seeding for Yavapai College's new CDL practice track location at the Chino Valley Campus.

Role of the Firm: JOC Contractor

Contract Value: \$339,900

Construction Dates: 12/2022 - 02/2023

Reference: Scott Blevins, Facilities Manager (928) 717-7639



Yavapai College JOC

Yavapai College Prescott Campus Buildings 3 and 4 Loop Road

Description: Paving improvements on Loop Road included removals of concrete sidewalk, curb, PCCP, paving, broken valley gutter, sawcut concrete and asphalt, 3"-4" asphalt, subbase/subgrade material, pre-lower water valve, signs, wheel stops, and dispose of material. Improvements included curb/gutter, roll curb, concrete apron, concrete valley gutter, sidewalk, 4" AC on 8" ABC, 3" AC on 6" ABC, drainage channel with rip rap, striping, handicap signs/posts, and wheel stops.

Role of the Firm: JOC Contractor

Contract Value: \$360,900

Construction Dates: 10/2022 - 12/2022

Reference: Scott Blevins, Facilities Manager (928) 717-7639



Arizona Statewide JOC

City of Prescott - Samaritan Way

Description: 4"AC/6" ABC/Geogrid and Fabric (Fabric installed between ABC and existing subgrade only). Removal items: asphalt, concrete and catch basin, excavation, lower/raise-manholes/water valves/sewer, monuments and utility locate. Improvements include geogrid/fabric, ABC, AC, concrete curb/gutter, catch basins, sidewalk, handicap ramps, valley gutters, and spandrels. If unsuitable material is encountered, 10" of over excavation/removal will be followed by geogrid/fabric placement, 8" ABC, a second layer of geogrid, another lift of 8" ABC with 1 lift of 4" AC.

Role of the Firm: JOC Contractor

Contract Value: \$263,400

Construction Dates: 04/2018 - 05/2018

Reference: Jeff Low (928) 554-0825

3

CITY OF
FLAGSTAFF
JOC PROJECTS

9

COCONINO
COUNTY
JOC PROJECTS

6

YAVAPAI
COLLEGE
JOC PROJECTS

25 STATEWIDE
JOC PROJECTS

Yavapai
College
Prescott
Cottonwood

Grand Canyon
National Park
Tusayan
Camp Navajo



17x

Recipient of the
Arizona Partnering
Excellence Awards in
the last 10 years

B. EXPERIENCE AND QUALIFICATIONS OF FANN AND KEY PERSONNEL

B.3 Comparable Projects, cont.



City of Prescott - Rodeo Grounds Aquifer

Description: This project was located at the Prescott Rodeo Grounds. Scope of work included removal of approximately 100 SF of existing sidewalk/curb and gutter. Remove subgrade, grade/compact. Place 6" concrete driveway on 6" new compacted ABC per MAG specification. Sawcut AC pavement along new curb and gutter location. Install vertical curb and gutter (type A). Traffic control was limited to shoulder closures with minor lane restriction. Existing water line was potholed within construction area. Additional Scope: remove existing chain-link fence and 2 gates. Install new chain-link fence/posts and reinstall gates. Excavate, grade, compact area behind driveway, and install 6" ABC with 4" thick by 5' sidewalk.

Role of the Firm: JOC Contractor

Contract Value: \$96,763

Construction Dates: 11/2021 - 12/2021

Reference: Matthew Kileen (928) 717-1130

PROJECTS CURRENTLY UNDER CONTRACT WITH GOVERNMENT AGENCIES	COMPLETION DATE	DESCRIPTION
ADOT I-17 ANTHEM WAY TI TO JCT. SR 69 (CORDES JUNCTION) FLEX LANES DBOM	10/2024	Roadway widening, bridge replacements, bridge deck replacement, bridge widenings, flex lane installation
ADOT CHINLE US 191	Winter shut down	Shouldering, widening, pipe extension, guardrails, and signage
ADOT I-17 COUNTY LINE - McCONNELL BRIDGE	Winter shut down	Pavement and bridge rehabilitation
ADOT WICKENBURG - KINGMAN HWY US 93 N OF NOTHING - S OF SR 97	06/2024	Pavement rehabilitation
CITY OF PRESCOTT SOLID WASTE HAUL	04/2023	Hauling solid waste
CITY OF PRESCOTT CMAR WATER PRODUCTION & PUMP STATIONS (JOINT VENTURE FE/FC) - GMP 2	07/2024	Replacement of water booster facility & intermediate pump station
CITY OF PRESCOTT CMAR WPF IPS CONCRETE TANKS - GENERAL EARTHWORK (JOIN VENTURE FE/FC) GMP 4	04/2023	Clearing, earthwork, tank over-ex & prep, two 6 MG prestressed concrete tanks & backfill
CITY OF PRESCOTT CMAR IPS CONSTRUCTION - GMP 5 & 6 (FANN ENVIRONMENTAL/FANN CONTRACTING JOINT VENTURE)	07/2024	Construction of intermediate pump station facility
CITY OF PRESCOTT PENN AVE/EASTWOOD DRIVE	08/2023	Roadway rehabilitation, underground utilities, storm drain and storm water detention basin
CITY OF PRESCOTT ZONE 56 1.5 MG TANK PIPELINE ZONE 7	10/2023	Install watermain, 1.5 MG tank, demo existing and construct new pump station
CITY OF PRESCOTT PRC TAXIWAY C RELOCATION HSM, PHASE 3	06/2023	Relocation of taxiway C, lighting, signate infrastructure and hot spot mitigation
CITY OF SEDONA FOREST ROAD	Return 2023	Roadway ex, rock ex, export, pipe install, concrete, retaining walls, paving, landscape
YAVAPAI COLLEGE JOC PARKING LOT	07/2023	Parking lot rehabilitation

B. EXPERIENCE AND QUALIFICATIONS OF FANN AND KEY PERSONNEL

B.4 Key Personnel, Roles, Qualifications and Experience

See **FIGURE 5** in the Appendix for team member JOC project experience.



Jason Fann **Pre-Construction Lead**

During pre-construction, Jason will be active in defining the scope of work, design development,

constructability reviews, VE, cost estimating, subcontractor selection, scheduling, and GMP development. Over his nearly three decades in the industry, Jason has successfully managed projects with various municipalities in Northern Arizona and is well versed in Alternative Project Delivery methods with extensive experience in CMAR projects.

Jason began as a laborer and has remained in Arizona his entire career. Working his way up in the industry, he has held leadership positions of Estimator, Project Manager, and President. Through his leadership, his team consistently achieves quality, cost and schedule benchmarks and successful delivery of projects throughout Arizona.

20 Years with Fann
27 Years Industry Experience

B.S. Construction Management | ASU
Resident of:
 CITY OF PRESCOTT



Derek Kack **Estimator/Project Manager**

Over the past 11 years with Fann, Derek gained valuable experience in field positions, project engineer, project manager, and JOC

estimator. Derek began his career in the field and has since worked his way up in heavy civil to an estimator. He has developed his skills in all aspects of civil and heavy construction. This hands-on experience allows Derek to manage projects from a well-rounded perspective. He brings a can-do enthusiastic approach to all aspects of his job responsibilities. Derek is well-versed in construction processes, scoping, estimating, and JOC task orders. Derek will benefit the City with his lessons-learned as project manager and estimator on 25 recent municipal construction job orders.

11 Years with Fann
16 Years Industry Experience

B.S. Construction Management | NAU
Resident of:
 CITY OF PRESCOTT

FIGURE 3: Availability and Work Location of Key Personnel

PERSONNEL	AVAILABLE	LOCATION
Jason Fann Pre-construction Lead	35%*	Prescott, AZ
Derek Kack Estimator/Project Manager	75%*	Prescott, AZ / Job site
Brian Fuller Estimator/Project Manager	75%*	Prescott, AZ / Job site
Gary Hickman Superintendent	100%**	Prescott, AZ / Job site
Brian Rainey Superintendent	100%**	Prescott, AZ / Job site
Greg Crain Superintendent	100%**	Prescott, AZ / Job site
Corey Shelley Superintendent	100%**	Prescott, AZ / Job site

* Fann took a realistic approach and considered the anticipated commitments of each team member

** Fann superintendents will be available onsite 100% during construction



Brian Fuller **Estimator/Project Manager**

Brian's open, collaborative mindset ensures on-time and under-budget project

delivery. He is known for facilitating good communication on complex projects by establishing high team morale, running safe and efficient worksites, and producing quality, award winning projects.

Brian is a committed team leader with more than 22 years in construction supervision. Brian excels in producing accurate takeoffs, estimating, budgeting, contracting, forecasting/projecting, purchasing and invoicing. His experience includes QC/QA testing procedures, asphalt production/placement, structure rehabilitation, earthwork, underground, surveying, ADEQ permits on myDEQ site, dust permits and writing SWPPP Plans. Brian has administered projects ranging from 10k to 10M. He has an excellent rapport with the area's subcontractors and material suppliers.

4 Years with Fann
22 Years Industry Experience

B.S. Construction Management | NAU
Resident of:



B. EXPERIENCE AND QUALIFICATIONS OF FANN AND KEY PERSONNEL

See **FIGURE 5** in the Appendix for team member JOC project experience.



Gary Hickman
Superintendent

As Fann's most senior Project Superintendent, Gary specializes in public works construction.

His skill sets are focused around excavation, wet and dry utilities, storm drain, mass excavation and grading, base and paving. Gary is a great project partner and is very conscientious in the field especially with residents and the general public. Gary takes quality to heart and is responsible for overseeing quality control inspections and workmanship on his jobs. His job safety program is effective and has been awarded Fann's annual safety award three times.

40 Years with Fann

44 Years Industry Experience

40 Years City of Prescott Experience

Resident of: 



Brian Rainey
Superintendent

Brian is a tradesman in the construction industry specializing in public works construction for over 35 years.

Brian's expertise is in underground utilities and street improvements. Through his vast hands-on experience in the field, his main responsibilities range from underground utility work, earthwork, to roadway base, and paving. He effectively manages field personnel, job quality, and overall safety. Brian is proficient in job costing, budgets, crew productivity, takeoffs and estimating support, and coordination of meetings.

22 Years with Fann

35 Years Industry Experience

22 Years City of Prescott Experience

Resident of: 



Greg Crain
Superintendent

Greg has developed excellent skills over the last 27 years and is adept at operating heavy equipment. Greg has supervised

projects ranging from residential subdivisions with underground utilities, to large building pads and parking lots, to paving roadways and highways. Greg effectively manages field personnel, job quality, and overall safety. Greg is proficient in job costing, budgets, production of work, takeoffs, estimating support, and coordination meetings.

23 Years with Fann

27 Years Industry Experience

15 Years City of Prescott Experience

Resident of: 



Corey Shelley
Superintendent

Corey has spent 13 years working for Fann on various jobs throughout Arizona. Corey has more than 15 years' of experience as a highly skilled, safe and productive heavy equipment operator and well as an authority in the removal and replacement of water, sewer and storm drain pipe. After several years of operating different types of heavy equipment and acquiring excellent skills, Corey was promoted to management where he has worked for the last 7 years.

13 Years with Fann

15 Years Industry Experience

27 Years City of Prescott Experience

Resident of: 

C. VALUE ADDED KNOWLEDGE AND EXPERIENCE

C.1 Qualification to Perform Work in Prescott Area

For six decades, Fann has worked in Northern Arizona and Prescott. Specifically **Jason, Derek, Brian, and the JOC team bring many, many years of field experience in Prescott and are intimately familiar with its weather and geological conditions** that can impact construction activities, and seasonal considerations resulting in shortened construction windows. In both project manager and estimator roles, **Derek and Brian** have led many public works projects which include underground utilities, excavation, rock excavation and trenching, roadway base and paving, and extensive traffic

JOC Superintendent Responsibilities

Fann superintendents are responsible for supervising and executing JOC projects. Duties include scheduling work, tracking job costs, managing daily field operations, and coordinating with the owner's engineers. They are also responsible for on-site safety management, subcontractor coordination and the supervision of all construction work, ensuring it is completed to the City of Prescott's satisfaction.



C. VALUE ADDED KNOWLEDGE AND EXPERIENCE

control. We understand the importance of maintaining access to businesses and residences, emergency vehicles, and the traveling public throughout construction. We plan ahead for these issues and take steps to minimize impacts and notify the impacted public as necessary.

Knowledge of local geology: Fann's primary office is located in Prescott, AZ and we consistently build projects in and around Prescott. Clay and rock are native to the area and our team of experts will work with City staff and any design teams to investigate subsurface conditions to identify possible rock or hard dig conditions. Our experience in blasting, hammering, bentonite, de-watering, bypassing, and other methods that deal with Prescott's geology is a testament to our know-how when dealing with Prescott's conditions.

Climate practices: Fann is a four-season contractor that lives and works in cold climates and winter conditions. As a Northern Arizona-based contractor, our team fully understands adverse weather conditions that could reasonably be expected in the greater Prescott area. On Prescott JOC projects, we will identify critical milestones related to timely completion ahead of or around critical tasks, while taking into account anticipated seasonal conditions, such as monsoons in July and August, winter weather conditions and cold temperature climates. Work day, night, and time strategies are considered to maximize job efficiency while minimizing impact to the public and/or City facilities.

Rules, regulations, and procedures: Fann builds projects in and around Prescott and is intimately familiar with relevant and current City of Prescott, State, and Federal Regulations and procedures. For work specifically in the greater Prescott area we are very familiar with City of Prescott Technical Specifications, Quad City Standard Details, M.A.G., ADOT, A.D.E.Q, E.P.A., Forest Service, and other regulatory agency requirements common to the area. We also have full-time environmental and safety compliance staff that deals strictly with state and federal regulatory compliance.



Sundog Trunk Main working in winter weather conditions



Park Ave. hammering blue granite



Mt. Vernon Street rock conditions

C. VALUE ADDED KNOWLEDGE AND EXPERIENCE



C.2 Experience in Arizona

- 236 Arizona Projects in the last 10 years
- Arizona Contractor
- Works in all four corners of Arizona
- Active Statewide JOC Contract
- Active Coconino County JOC Contract
- Active City of Flagstaff Landfill JOC Contract
- Active City of Flagstaff Airport JOC Contract
- Active Yavapai College JOC Contract
- Active City of Prescott JOC Services for Citywide Construction

Specific Project Experience in Arizona:

1



YAVAPAI COUNTY BEASLEY FLAT LOW WATER CROSSING | Cottonwood, AZ

Description: Project included installation of new low water crossing structure, roadway excavation, and grading to match existing roadways to new concrete LWC. Channel improvements, temporary drainage facilities, 18"d reno mattresses with rip-rap.

Project Owner: Yavapai County

**Statewide JOC Contract
Contract Value:** \$237,805

2



ADOT GRAND CANYON AIRPORT FAA RUNWAY REPAIRS | Grand Canyon National Park Airport

Description: 125,700 LF of crack seal with an average width of 3/4" and 2" deep and up to 12,200 LF of crack seal with an average width of 1.5" and 4" deep. All work was performed during day hours (no night work). Low profile barricades set up on taxiway/crossovers work and runway closure for runway work.

Project Owner: ADOT

**Statewide JOC Contract
Contract Value:** \$605,275

3



PINEWOOD BLVD PAVEMENT PRESERVATION | Flagstaff, AZ

Description: The Pinewood Blvd project consisted of milling, cement soil stabilization, ABC base, paving, roadside ditch improvements, striping, safety rails, ABC shoulder, and coordination of existing utilities.

Project Owner: Coconino County Public Works Department

**Coconino County JOC Contract
Contract Amount:** \$1,539,000



C.3 Experience in the City of Prescott

- 63 Years of Successful City of Prescott Projects
- 57 Projects with City of Prescott in the last 10 years
- Home Office Located in City of Prescott
- 9 Successful JOC projects for City of Prescott
- Team members live in Prescott

Specific Project Experience in the City of Prescott:



SENATOR HIGHWAY SLOPE PROTECTION | Prescott, AZ

Description: This \$29K JOC project was completed in two months over two phases. Slope and drainage channel on east side of Senator Highway.

Project Owner: City of Prescott

**Statewide JOC Contract
Contract Value:** \$29,000

2



RODEO GROUNDS DRIVEWAY IMPROVEMENTS | Prescott, AZ

Description: This \$15K JOC project was completed in February 2018 and was located at the Prescott Rodeo Grounds.

Project Owner: City of Prescott

**Statewide JOC Contract
Contract Value:** \$15,612

3



GRANITE DELLS EFFLUENT EMERGENCY REPAIR | Prescott, AZ

Description: Similar to JOC, Fann has an on-call supply operated equipment contract with the City. When the City experienced a major break in their effluent line that shut down SR89A in the Dells, they contacted Fann. We mobilized that same day and got right to work. We worked shoulder-to-shoulder with the City to isolate the line, set-up traffic control and barrier protection, demo the asphalt, and rock hammer the excavation area to make the repair. Traffic was able to get through within hours. Once the repair was complete, Fann slurry backfilled the area and paved back the asphalt to close-up the road.

Project Owner: City of Prescott

**On-Call Supply Operated
Equipment Contract
Contract Value:** \$62,590

APPENDIX



FIGURE 5: JOC Project Experience and Team Synergy

		Proposed JOC Team						Page 866 of 1605
Job Order	Location	Jason Fann	Derek Kack	Brian Fuller	Gary Hickman	Greg Crain	Brian Rainey	Corey Shelley
Coconino County JOC Program								
Oak Creek Slide Fire Emergency Protection	Oak Creek, AZ	•	•					
Crushing Budgetary Design Services	Flagstaff, AZ	•						
Snow Clearing	Flagstaff, AZ	•						
Cattle Guard Replacement Double A Ranch Rd	Flagstaff, AZ	•				•		
Munds Wash Bridge Repair (Pre-Con service only)	Flagstaff, AZ	•						
Pinewood Blvd	Flagstaff, AZ	•	•				•	
Sheephill Crushing	Flagstaff, AZ	•					•	
Cosnino Rd	Flagstaff, AZ	•	•			•		
Park Knoll Pit	Flagstaff, AZ	•				•		
Arizona Statewide JOC Program								
City of Prescott (COP) Washington School Driveway	Prescott, AZ	•	•		•			
COP Rodeo Drive	Prescott, AZ	•	•					
COP Willis Street	Prescott, AZ	•	•			•		
COP Samaritan Way	Prescott, AZ	•	•			•		
COP Senator Highway Slope Protection	Prescott, AZ	•			•			
COP Alarcon Street	Prescott, AZ	•						
COP Yavapai Hills Drainage Structures Design	Prescott, AZ	•	•					
COP Yavapai Hills Hornet Drive	Prescott, AZ	•	•					
PUSD Mile High Middle School	Prescott, AZ	•	•					•
PUSD Taylor Hicks Elementary School	Prescott, AZ	•	•					•
PUSD Granite Mountain Middle School	Prescott, AZ	•	•					•
PUSD Abia Judd Elementary School	Prescott, AZ	•	•					•
PUSD Prescott High School	Prescott, AZ	•	•					
COC Cottonwood Main Street	Cottonwood, AZ	•						
Yavapai College Asphalt Repairs	Prescott, AZ	•	•					
YC - Beasley Flats Low Water Crossing	Camp Verde, AZ	•	•					
GC Airport - Paving at Residential Streets	Grand Canyon, AZ	•	•					
GC Airport - Perimeter Rd Milling Replacement	Grand Canyon, AZ	•	•					
GC Airport - Paving at Eq. Services Building	Grand Canyon, AZ	•	•					
GC Airport Runway Painting	Grand Canyon, AZ	•	•					•
GC Airport FAA Runway Repairs	Grand Canyon, AZ	•	•					•
GC Airport Drainage Cleaning Design & Const.	Grand Canyon, AZ	•	•					•
ADVS Camp Navajo Asphalt Repairs	Grand Canyon, AZ	•	•					•
Town of Tusayan - Town Hall Milling Placement	Tusayan, AZ	•	•					
Town of Prescott Valley - Manhole Rehab	Prescott Valley, AZ	•	•	•				
Yavapai College (YC) JOC Program								
YC Prescott Campus Deforestation	Prescott, AZ	•	•					
COP Rodeo Grounds Aquifer Recharge	Prescott, AZ	•	•				•	
YC Prescott Campus Building 3 and 4 Loop Road	Prescott, AZ	•		•				
YC Prescott Valley Campus Entrance Road	Prescott Valley, AZ	•		•				
YC Chino Valley Campus CDL Track	Chino Valley, AZ	•		•				
YC Prescott Campus Parking Lot L Repave	Prescott, AZ	•		•				
City of Flagstaff (COF) JOC Program								
COF Landfill - Phase 1 Site Investigation	Flagstaff, AZ	•						
COF Landfill - Phase 2 Site Investigation	Flagstaff, AZ	•						
COF Landfill Cinder Lake, Crushing Inert Debris	Flagstaff, AZ	•						



6725 Generation Lane
Prescott, AZ 86301

PO Box 4356
Prescott, AZ 86302

Office: (928) 778-0170
www.fanncontracting.com



Request for Statement of Qualifications

For

Job Order Contracting for Public Works / Horizontal Construction Projects

MAYOR AND COUNCIL:

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Connie Cantelme, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member
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CITY CLERK:

Sarah M. Siep

PUBLIC WORKS DEPUTY DIRECTOR:

Gwen Rowitsch

Request for Statement of Qualifications

Job Order Contracting for Public Works / Horizontal Construction Projects

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons or contractors to provide a Request for Statement of Qualification (RSOQ) for Job Order Contracting on Horizontal Construction Projects. Only contractors capable of providing the requested services will receive consideration.

NON-MANDATORY PRE-SUBMITTAL CONFERENCE: February 15, 2023, at 9:00am, City of Prescott Public Works Conference Room at 433 N Virginia Street, Prescott AZ 86301. There will be an optional online Microsoft Teams meeting, please refer to the city website bid listing for further information.

BID OPENING: Thursday, March 9, 2023, at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott, Arizona 86303.

In accordance with local and State law, sealed RSOQs will be received by the Office of the City Clerk at 201 S. Cortez Street, Prescott, Arizona 86303, until 2:00pm on the date specified above, for the services specified herein. Statements will be opened and read aloud at the above noted date, time, and location. Any submittals received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all submittals, and waive any informality deemed in the best interest of the City and to reject the submittals of any persons who have been delinquent or unfaithful in any contract with the City.

Copies of the Request for Statement of Qualifications and Contract Documents are available free of charge on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: February 5 & 12, 2023

Request for Statement of Qualifications

Job Order Contracting for Public Works / Horizontal Construction Projects

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I. GENERAL INFORMATION

The City of Prescott (hereinafter “City”) invites interested and qualified persons or contractors (hereinafter “Contractors”) to submit a written Request for Statement of Qualifications (RSOQ) for Job Order Contracting on Horizontal Construction Projects. Only contractors capable of providing the requested services will receive consideration.

Contracts shall be awarded based on demonstrated competence and qualifications pursuant to ARS § 34-604, MAG Uniform Standard Specification for Public Works, City of Prescott Mag Supplement rev 02-14-2019, Buy American Build America, WIFA and Grant requirements.

All contracts awarded will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1. The value of these contracts will vary based on projected City needs, and available budget. Contracts may be awarded to multiple Contractors, although selection and award of a contract is not a guarantee of work. There currently is no specific list of projects.

To be eligible for consideration, contractors must submit a single RSOQ demonstrating appropriate competence, qualifications, and relevant experience.

The City will apply a one-step process to select the successful contractors under this procurement. The one-step process will involve review and evaluation of the RSOQ to establish a final list. The final list will consist of not less than three (3), depending on submissions but no more than eight (8) of the highest ranked contractors. As project needs arise, contractors from this list may be contacted to determine interest and availability for specific tasks. The final list will remain in effect until June 30, 2025, pursuant to ARS § 34-605. G.1.

A. DESCRIPTION OF WORK

The City periodically has a need for horizontal construction projects as identified by Staff. Projects may include, but are not limited to, new construction, and building and infrastructure renovations for horizontal construction. "Horizontal Construction" means construction of highways, roads, streets, bridges, canals, floodways, earthen dams, landfills, light rail and airport runways, taxiways, and aprons.

Additional Horizontal Construction Examples:

Infrastructure & Transit – Roads and Bridges

Power & Communication – Transmission facilities, electrical lines, and fiber optics

Subterranean- pipelines, sewer, and waterlines

A Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Contractor will perform an ongoing series of individual projects (Job Orders) at different locations, often simultaneously, throughout the City. A Scope of Work for each Job Order discipline may be provided by the City to a number of contractors to solicit competitive price proposals. The actual assignment of projects may vary, and no guarantee is made as to the quantity of work to be awarded.

The maximum amount per Job Order can be up to one million dollars (\$1,000,000.00) with an annual cap (City of Prescott Fiscal Year July 1 – June 30) per Contractor of three million dollars (\$3,000,000.00).

Contractor agrees to perform any or all (but not limited to) the following services which will be specifically enumerated on individual JOC Construction Contracts and amendments to this contract:

- Roadway Grading, Paving, Patching, Rehabilitation and Rejuvenation
- Water, Sewer, and Drainage
- Curbs and Sidewalks
- Excavating
- Repairs
- Striping
- Concrete work
- Sign placement
- Electrical & Lighting
- Landscaping
- Demolition

Construction services covered by the JOC will include, but are not limited to the following:

- Provide preconstruction services.
- Serve as the general contractor during construction.
- Coordinate and manage subcontractors during construction.
- Coordinate with all utilities.
- Attend public meetings and issue notifications (when required).
- Arrange for procurement of materials and equipment.
- Schedule and manage site operations.
- Continue use of a collaborative process.
- Provide quality controls.
- Bond and insure the construction.
- Comply with all federal, state, and local permitting requirements.
- Acquire all applicable permits.
- Maintain a safe work site for all project participants.
- Commissioning.
- Prepare and provide record drawings (when required).
- Provide operations and maintenance manuals (when required).

All work performed by the contractor shall meet all applicable federal, state, and local codes and the Contractor shall be required to obtain all required permits and inspections.

For all of City's projects, the following order of precedence shall govern:

- Special Provisions.
- Construction Plans and Addenda.
- General Provisions and MAG Revisions.
- MAG Standards and Specifications.
- ADOT Standards and Specifications.
- FHWA Manual of Uniform Traffic Control Devices.

The Contractor may be required to attend a scoping meeting for each project and be prepared to discuss the following topics:

- The general scope of the work.
- Applicable designs or sets of plans that guide the project.

- Methods and alternatives for accomplishing the work and value engineering.
- Access to the site and protocol for admission / access.
- Hours of construction operation.
- Staging area.
- Specific quality requirements for equipment and material.
- Requirements for catalog cuts, technical data, samples, shop drawings and incidental design.
- The presence of hazardous materials.
- Temporary services and shutoffs.
- Safety issues / concerns and procedures.
- Construction duration.
- Date on which price proposal is due.
- Provide Subcontractors List.

When a particular project is offered to the contractor, the contractor shall provide a written price proposal for a specific scope of work including a complete list of quantities and prices of parts and materials to be utilized, total labor cost to be broken down by trade, hours for each trade, hourly cost per trade, total dollar cost and Project Schedule and Subcontractor List. The project price proposal shall be all-inclusive with any cost overruns to be absorbed by the Contractor unless change orders are pre-approved by the City.

By executing a price proposal, the Contractor represents that the contractor has visited the project site(s) and become familiar with the construction documents and the local conditions under which the work is to be performed. The City does not undertake to represent or warrant the site or local conditions.

The City will require a subcontract list for each project and reserves the right to reject the contractor's selection of subcontractors on individual projects. Failure to include the subcontractor list in the price proposal submitted for each project shall be cause for rejection of the price proposal as non-responsive.

The City reserves the right to request Job Order proposals from more than one JOC contractor for competitive purposes. The City reserves the right to determine the pricing method on a project-by-project basis.

A separate amendment to the contract must be issued for each Job Order before the commencement of any work by the contractor. The amendment will reference the detailed Scope of Work and amount of compensation.

Payment and performance bonds are required for ALL projects for the full amount of the project. The City, at its sole discretion, may waive this requirement for small projects.

Within seventy-two (72) hours of the announcement of the project award, the contractor shall tender a performance and payment bond for the City to review. This bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this State as issued by the Director of Insurance pursuant to ARS § Title 20, Chapter 2, Article 1. The bond shall conform to the requirements of ARS § Title 20, Chapter 6, Article 8; shall name the City of Prescott, a political subdivision of the State

of Arizona, as the beneficiary/insured; if as a performance bond shall specifically assure the full and final completion of the scope of work entered into herein, and if as a payment bond shall be in an amount not less than the contract price for the full scope of work contracted for herein. The surety shall be a reputable company as determined by the City, and the bond shall otherwise be satisfactory in its scope and content as determined by the City in sole and absolute judgment.

In the event the contractor fails to provide to the City the certificate and proof of bond assurance within seventy-two (72) hours of the announcement of the project award then the City reserves the right to unilaterally rescind the contractor's award of this project.

In the event the contractor provides to the City the certificate and proof of bond assurance and the City determines that the certificate and/or assurance is inadequate in any regard, then the City reserves the right to unilaterally rescind the contractor's award of this project. The City's judgment as to the adequacy of the certificate and the assurance is absolute and final but must be exercised not later than the date and time when the City issues to the contractor the Notice to Proceed with the project. The City waives any objection to the City's adequacy determination if made after the Notice to Proceed is issued unless it is later determined by the City that the tender of proof required herein was made by the contractor, its agents, employees or persons acting on the contractor's behalf, in a manner that is fraudulent or in a manner that demonstrates a negligent misrepresentation of material facts, as determined by the City's sole and absolute judgment.

The contractor shall commence work on the date set forth in the Notice to Proceed. Time being of the essence to the project, the contractor shall therefore prosecute the work diligently, using such means and methods of construction to assure final completion within the time specified in the written price proposal.

The contractor shall supervise and direct the work, using the best skills and attention. They shall be solely responsible for all construction means, methods, techniques, sequences, procedures and for coordinating all portions of the work under the project.

The contractor shall keep on site, during the performance of all work, a competent superintendent who is fluent in English and any necessary assistants, all satisfactory to the City. The superintendent shall represent the contractor and have authority to act for the contractor. The contractor or qualified representative shall attend meetings with the City, at a frequency as determined by the City, for the purpose of coordinating or expediting the work.

B. PROPOSED SCHEDULE

Milestones are estimated to be as follows:

- Request for Statement of Qualifications Advertised February 5 & 12, 2023
- Non-Mandatory Pre-Submittal Conference February 15, 2023, 9:00am
- Questions Due by 5:00 PM March 2, 2023
- RSOQ Due Date/Opening March 9, 2023
- Award of Contract April 25, 2023

All milestones are the earliest dates for planning purposes only and shall not represent any contractual commitment whatsoever on the part of the City.

C. NON-MANDATORY PRE-BID MEETING

There will be a non-mandatory pre-bid meeting on Wednesday February 15, 2023, at 9:00am. Located at 433 N Virginia Street, Prescott AZ 86301. There will be an optional Microsoft Teams meeting with a call-in number. The link to this meeting will be on the City's website.

Microsoft Teams meeting You will need to pre-register.

Please go to the City's website to Pre-register

Meeting ID: 210 819 569 728

Passcode: WKC8mp

Or call in (audio only)

1-469-305-1028

Phone Conference ID: 527 397 979#

D. REQUESTS FOR INFORMATION

Contractors who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

LaTona Jones
Contract and Purchasing Administrator
City of Prescott – Public Works
latona.jones@prescott-az.gov

Requests for information must be received by the project representative prior to 5:00pm on Thursday, March 2, 2023. Responses, or addenda as required, will be issued no later than 12:00pm on Monday, March 6, 2023. Receipt of addenda must be acknowledged on the required form in the Contractor's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. REQUEST FOR STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Responses to this request must be in the form of a Request for Statement of Qualifications (RSOQ), as outlined in this document.

A. GENERAL REQUIREMENTS

Interested Contractors are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet a project's goals and objectives, and other criteria as listed. All information must be provided as requested for all Contractor members and their key personnel to be assigned to a project.

The RSOQ shall address the evaluation criteria and shall include the following:

- Cover letter indicating interest in providing services.
- Location of the Contractor.
- Statement of the Contractor's understanding of the purpose and scope.
- Description of specific technical capabilities, qualifications, and years of prior experience.

- Brief resume for key project team members outlining their credentials and experience.
- Description of at least three (3) but no more than five (5) municipal projects in which the Contractor participated as the primary Contractor. Describe the Contractor's role in the project and scope of work that demonstrates the Contractor's expertise. Provide the name and contact information for each project.
- List of applicable Arizona professional licenses held, including license numbers, and note whether licenses are held by Contractors or individuals.
- List and provide a brief description of projects currently under contract with other government agencies.

The City reserves the right to cancel this request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into one or more of the multiple contracts as specified if determined by the City to be in the City's best interests. The City assumes no liability for the cost of preparing a response to this request.

B. PROPRIETARY INFORMATION

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Contractors shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". Contractors shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Contractors should be aware that the City is required by law to make its records available for public inspection. All Contractors, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the Contractors in the event that the City must legally disclose these materials.

C. SUBMITTAL REQUIREMENTS

Statements shall be submitted as one original submittal along with a flash drive with same submittal which must conform to this request.

The RSOQ shall be limited to no more than ten (10) pages. Pages shall be letter size (8½ x 11 inches), single-sided, with a minimum font size of 12. Combinations of text and graphic material may be used at the Contractor's discretion to appropriately communicate facts and qualifications. Five (5) additional pages of appendices are allowed which may include graphs, charts, photos, or additional resumes.

The cover letter shall not exceed two (2) pages and is not a part of the page count limitation for the RSOQ above. The cover letter shall be on the company's letterhead and shall be signed by an officer or principal of the company with contracting authority.

Within the submittal package (preferably on the RSOQ cover or within the cover letter), provide all contact information including the Contractor's name, address(es), email address(es), website address, phone, and name(s) of principals. This information will be

utilized for all correspondence related to this request. Notification of the final list and assignment of contracts will be delivered to the contact information as provided in the RSOQ.

Do not include any fees, pricing, or additional copies of the RSOQ in the submittal. These materials will not be considered at this time and failure to comply with this provision will result in the rejection of the submittal.

D. DELIVERY OF SUBMITTALS

Sealed RSOQs will be received **before 2:00pm on Thursday, March 9, 2023**, at the **City Clerk's Office, 201 S. Cortez Street, Prescott, Arizona 86303**, at which time all submittals will be publicly opened in the City Council Chambers.

Any submittals received at or after 2:00pm on the above-stated date will be returned unopened. Contractors are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00pm deadline.

The outside of the submittal envelope shall indicate the name and address of the respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

**Request for Statement of Qualifications:
Job Order Contracting for Public Works Projects
Due before 2:00pm on March 9, 2023**

E. MINIMUM TEAM QUALIFICATIONS

Contractors shall possess the qualifications and Arizona licenses as required by law, in addition to having extensive knowledge, expertise and experience for the construction services. Selected Contractors will be required to execute and meet the terms of the City's standard Construction Contract, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council will also be required for award of a contract. A sample agreement is provided with this request.

III. EVALUATION CRITERIA

The RSOQ shall clearly and accurately display the capability, knowledge, and experience of the Contractor to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The RSOQs will be evaluated by a Review Committee appointed by the City according to the following criteria:

A. GENERAL INFORMATION10 points possible

- Brief overview of the Contractor and legal organization of the company
- Applicable licenses held.
- Submission requirements met.
- Identify the location of the Contractor's principal office and local office (if applicable).

B. EXPERIENCE AND QUALIFICATIONS OF THE CONTRACTOR AND KEY PERSONNEL50 points possible

A key element to successful partnerships is the availability and accessibility of selected Contractors to City staff and local citizens. Contractors must demonstrate that the necessary personnel are available within a reasonable time to attend meetings, conduct field investigations and complete other local services as may be required.

- Demonstrate understanding of the purpose and scope.
- Demonstrate years of experience, specific technical capabilities, and qualifications.
- List of comparable projects with work performed and reference information.
- Names and locations of the key personnel proposed for delivering services.

C. VALUE ADDED KNOWLEDGE AND EXPERIENCE30 points possible

The Contractors hired by the City must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.

- Explain why your company is particularly qualified to perform the required services in the Prescott area. Demonstrate the Contractor's knowledge of local geology, climate practices, rules, regulations, and procedures as they relate to the construction services.
- Specific experience of the Contractor within Arizona.
- Specific experience of the Contractor with the City of Prescott.

D. OVERALL EVALUATION10 points possible

This is to be determined by the Review Committee. No submittal response is required. Information obtained from the RSOQ and from any other relevant source, in addition to past experience with the City, may be used in the evaluation and scoring process for this item.

- Overall quality of the RSOQ evidencing interest in providing services.
- Overall evaluation of the Contractor and its perceived ability to provide the required services.

IV. EVALUATION AND SELECTION PROCESS

To qualify for evaluation, the RSOQ must be submitted on time and materially satisfy all requirements identified in this request. If, in the judgment of the City, an RSOQ does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

A. OVERVIEW

This is a qualifications-based selection process as authorized by A.R.S. § 34-604. The process will involve an evaluation and scoring of each Contractor's qualifications and

relevant experience, as indicated in its RSOQ. A Review Committee appointed by the City for this procurement, will individually evaluate the RSOQs according to the criteria and weighting as indicated for each category. Following evaluation of the RSOQs, a final list of the highest ranked Contractors will be determined.

B. FINAL RANKING AND CONTRACT NEGOTIATION

Using the individual Review Committee member's scores from the RSOQs, the committee shall rank the Contractors to generate a final list of at least three (3) but no more than eight (8) Contractors. The City will then notify each of the candidates of the final rankings.

Selected Contractors will be required to execute and meet the terms of the City's standard construction contract including insurance requirements (Exhibit A) in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract.

As project needs arise, multiple Contractors may be contacted to determine interest and availability for specific tasks. Upon successful negotiation of a scope and fee for work, the City will issue an authorization for performing the specified tasks.

C. TERM OF CONTRACT

Award of a contract is not a guarantee of work but is utilized to expedite the process of negotiating specific services as the needs arise. All contracts awarded will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1.

D. TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

E. COOPERATIVE USE OF CONTRACT

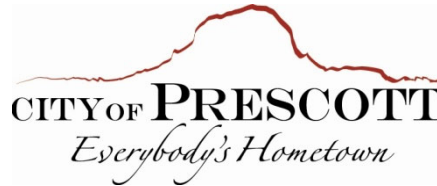
This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

F. PROTEST POLICY

Any protest to the solicitation or award must be filed with the City Clerk's Office by 4:00 PM up to ten (10) days after issuance of the final list. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful Contractors.

The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

- V. ATTACHMENTS**
 - A. SAMPLE CONSTRUCTION CONTRACT**
 - B. INSURANCE REQUIREMENTS**
 - C. FEDERAL GRANT PROVISIONS**
 - D. WIFA AND BABAA INFORMATION**
 - E. CITY OF PRESCOTT MAG SUPPLEMENT REVISION 02142019**



CONSTRUCTION CONTRACT
Job Order Contracting
Contract No. 2020-XXX

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the city of **, county of **, state of **, hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Job Order Contracting and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Request for Statement of Qualifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, and Addenda, as accepted by the Mayor and Council per Council Minutes of **, 20**, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The contract will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1. The value of these contracts will vary based on projected City needs, and available budget. The award of a contract is not a guarantee of work. There is no specific list of projects currently. The Contractor hereby agrees start and to fully complete within the time frame as given on the written notice to proceed for each project assigned.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract Documents and written amendments per project awarded to the contractor. The maximum cost per Job Order can be up to \$*** and the annual cap per contractor is \$***.

ARTICLE V - CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum per MAG per project awarded with the amendment, per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum per MAG per project awarded with the amendment per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees or any of the Contractor's subcontractors. In the event that the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XII - BONDS:

A. On or before the execution of the Job Order Amendment, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 34-222,

conditioned upon the faithful performance of this contract in accordance with the plans, specifications, and conditions herein. Such bond shall be solely for the protection of the City. A copy of this bond shall be filed with the Prescott City Clerk.

- B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.
- C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an “A” rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XIII – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIV – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XV - MISCELLANEOUS:

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.

- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. §34-301, §34-302 & §34-321 or pursuant to any other state or federal statute, court rule, case law or common law.
- D. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- E. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Public Works Director
City of Prescott
433 N. Virginia Street
Prescott, Arizona 86301

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- F. This Agreement shall be construed under the laws of the State of Arizona.
- G. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- H. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- I. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- J. Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any

such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.

- K. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".
- L. Cooperative Use of Contract: This contract may be extended for use by other municipalities, school districts, and government agencies in the state of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charge and/or procurement rules and regulations of the respective government agency.
- M. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- N. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.

ATTEST:

City of Prescott, a municipal corporation:

 ** (Authorized Signature)

 Philip R. Goode, Mayor

By: _____
 (Printed Name)

Title: _____

Email: _____

 Witness, if Contractor is an Individual

ATTEST:

APPROVED AS TO FORM:

 Sarah M. Siep, City Clerk

 Joseph D. Young, City Attorney

INSURANCE REQUIREMENTS

INSURANCE:

A. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under 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 this Contract 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. Contractor is free to purchase such additional insurance as may be determined necessary.

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott 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.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

VERIFICATION OF COVERAGE:

A. Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required 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 this Contract and remain in effect for the duration of the project and warranty period as set forth in Paragraph 3 of the “Contractor’s Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties”. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Public Works Department, 433 N Virginia Street, Prescott, AZ 86301. 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.

B. MAG Specifications, Sections 103.1 through 103.8, including: Unless otherwise specifically required by the Special Conditions, the minimum limits of public liability and property damage liability shall be as follows:

C. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form –

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

• General Aggregate	\$ 3,000,000
• Products – Completed Operations Aggregate	\$ 3,000,000
• Personal and Advertising Injury	\$ 1,000,000
• Each Occurrence	\$ 1,000,000
• Fire Legal Liability (Damage to Rented Premises) (if applicable)	\$ 100,000

The policy shall be endorsed to include the following additional insured language:

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization

endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 1,000,000
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The policy shall be endorsed to include the following additional insured language:

“The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

Worker’s Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s 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 City of Prescott for losses arising from work performed by or on behalf of the Contractor.

Professional Liability (Errors and Omissions Liability) – *if applicable*

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

1. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

- D. Such policy shall not exclude coverage for the following:
1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
 2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
 3. Injury to or destruction of any property arising out of blasting or explosion.
 4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.
- E. The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Contractor's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).
- F. The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

Federal Grant Provisions

The Contractor and its Subcontractor shall comply with the following grant provisions.

Applicable Laws

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

Federal Legislation

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42
- d. U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- g. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Coastal Zone Management Act, P.L. 93-205, as amended.
- j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- k. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- m. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- n. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq. 3-04-0015-045-2020
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 3-04-0015-045-2020
- i. 29 CFR Part 5 - Labor standards provision applicable to contracts covering Federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- j. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- k. 49 CFR Part 20 - New restrictions on lobbying.
- l. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- n. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- q. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- r. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American

Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

Ban on Texting While Driving

- a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - ii) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

Foreign Market Restrictions

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Non-Discrimination

The City of Flagstaff, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

- a) The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- b) Affirmative steps shall include:
 - i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
 - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises
 - v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Clean Air Act

Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

CONTRACT PACKET for Governmental Borrowers

This packet lists required contract conditions that apply to all Clean Water and Drinking Water Revolving Fund projects and contains forms that must be used in the procurement process. Please review this packet prior to bidding.

PLEASE NOTE

- **This packet, in its entirety, must be physically included in all bidding, solicitation and contract documents.**
- Use of American Iron and Steel (AIS) applies to this project.:
 - AIS includes the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- Federal Davis-Bacon prevailing wages apply to this project.
 - Payment of the wages, fringe benefits and overtime rates is required.
 - The appropriate Federal (Davis-Bacon) Prevailing Wage Decision must be physically incorporated into the bidding and contract documents.
 - The construction category of Heavy (excluding dam construction) should typically be applied to all projects funded by WIFA. If you believe that a different category of wages, such as Building, should be applied to your project or portions of your project, please contact WIFA in advance.
 - Weekly certified payroll submittal is required under the Federal Davis-Bacon laws.
- Compliance with the Civil Rights Act and Equal Employment Opportunity is required.
- Promotion of Small, Minority and Women-owned Businesses and participation in EPA's Disadvantaged Business Enterprise (DBE) Program is required.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Required Contract Conditions

This project is being financed in whole or in part by the Water Infrastructure Finance Authority of Arizona through the Clean Water or Drinking Water Revolving Fund. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply(ies) with these regulations, laws and rules.

1. (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.
2. Equal Employment Opportunity (Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations). Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of Executive Order 11246 as amended by Executive Orders 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.
3. (i) Promoting the use of Small, Minority, and Women-owned Businesses (Executive Orders 11625, 12138 and 12432), (ii) Small Businesses Reauthorization & Amendment Act of 1988 (Section 129 of Pub. L. 100-590), (iii) Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 (Pub. L. 102-389, 42 U.S.C. Sec. 437d), and (iv) Title X of the Clean Air Acts Amendments of 1990 (Pub. L. 101-549, 42 U.S.C. Sec. 7601 note) ("EPA's 10% statute"). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.
4. Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements (40 C.F.R. Part 33).
5. Debarment and Suspension (Executive Order 12549). Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 via this Internet address: <https://beta.SAM.gov>.

6. E-Verify (A.R.S. § 41-4401). A governmental entity shall not award a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). Every government entity shall (i) ensure that every government entity contractor and subcontractor complies with the federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A); (ii) require that every government entity contract include the required provisions listed under A.R.S. § 41-4401(A); and (iii) establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Use of American Iron and Steel

Public Law 113-76, enacted January 17, 2014

SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds (CWSRF and DWSRF) for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

Highlights from EPA Guidance on Use of American Iron and Steel

Complete document available at http://water.epa.gov/grants_funding/aisrequirement.cfm

What is considered American Iron and Steel?

What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

What is a ‘construction material’ for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

What is NOT considered American Iron and Steel?

What is NOT considered a ‘construction material’ for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are NOT considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Use of American Iron and Steel - De Minimis Waiver

Every water infrastructure project involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental.

Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc.

Example of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

EPA has established a public interest waiver for de minimis incidental components. This action permits the use of products when they occur in de minimis incidental components of such projects.

- Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into a project.
- The cost of an individual item may not exceed 1% of the total cost of the materials used in and incorporated into a project.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Davis-Bacon Contract Conditions (Federal Prevailing Wages)

PLEASE NOTE: Federal Davis-Bacon prevailing wages apply to this project. Payment of the wages, fringe benefits and overtime rates is required.

The “subrecipient” referred to throughout the Davis-Bacon contract conditions is the WIFA Borrower.

“WIFA” is the Water Infrastructure Finance Authority of Arizona, State Capitalization Grant recipient, recipient, or the Authority.

Wage Rate Requirements (Also referred to as Attachment 6)

Preamble

With respect to the Clean Water and Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(3)(ii)(A) below and for compliance as described in Section 5.

Requirements for Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient will contact EPA. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <https://www.dol.gov/whd/govcontracts/dbra.htm>.

1. Applicability of the Davis-Bacon prevailing wage requirements.

Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a Clean Water Revolving Fund and to any construction project carried out in whole or in part by assistance made available by a Drinking Water Revolving Fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the State recipient before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination 10 days or less prior to the closing date, the subrecipient may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage

determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument. Typically, the appropriate wage determination would be the one in effect on the date the task order, work assignment or similar instrument is awarded.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

The recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of

all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the

contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the Apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), the State recipient, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3 above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3 above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use WIFA's interview form, Department of Labor's Standard Form 1445, or equivalent documentation to memorialize the interviews. WIFA's interview form and instructions are included with this packet.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate

wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed below and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd.

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

**Clean Water Revolving Fund
Drinking Water Revolving Fund**

Equal Employment

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWRP and DWRP project related contracts and subcontracts over \$10,000:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Disadvantaged Business Enterprises (DBE)

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Certified Disadvantaged Business Enterprises* (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the Borrower for all DWRF and CWRF projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantaged Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantaged Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

5. The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form** to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below:

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

6. The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 - DBE Program Subcontractor Performance Form**. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Borrower.
7. The prime contractor must complete and submit EPA Form 6100-4 DBE Program Subcontractor Utilization Form** as part of the prime contractor's bid or proposal package to the Borrower.
8. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

** A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.*

*** DBE forms can be downloaded from
http://www.epa.gov/osbp/dbe_contract_admin.htm*

ATTACHMENTS

DBE Forms

http://www.epa.gov/osbp/dbe_contract_admin.htm

6100-2 - DBE Program Subcontractor Participation Form

6100-3 - DBE Program Subcontractor Performance Form

6100-4 - DBE Program Subcontractor Utilization Form

Davis-Bacon Forms

WH-1321 - Davis-Bacon poster

WH-347 - Payroll and certification form

SF1444 - Wage Determination Request form

Employee Interview form

American Iron and Steel

Sample Step Certification Letter (Processed/Manufactured)

Sample Step Certification Letter (Shipped/Provided)



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

April 18, 2022

M-22-11

MEMORANDUM FOR HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Shalanda D. Young
Director

SUBJECT: Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws¹ and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency² shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”³

The Act affirms, consistent with Executive Order 14005, *Ensuring the Future Is Made in All of America by All of America’s Workers* (“the Executive Order”), this Administration’s priority to “use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States.”⁴

The Act provides statutory authorities for the Made in America Office (“MIAO”) in the Office of Management and Budget (“OMB”) to maximize and enforce compliance with Made in

¹ “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to Federal financial assistance awards or Federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States. Made in America Laws include laws requiring domestic preference for maritime transport, including the Merchant Marine Act of 1920 (Pub. L. No. 66-261), also known as the Jones Act. Exec. Order No. 14,005, 86 Fed. Reg. 7475, § 2(b) (Jan. 28, 2021), available at <https://www.federalregister.gov/documents/2021/01/28/2021-02038/ensuring-the-future-is-made-in-all-of-america-by-all-of-americas-workers>. Made in America Laws also include laws that give preference to Indian-owned and -controlled businesses, such as the Buy Indian Act (25 U.S.C. 47), that produce items in the United States.

² For the purposes of this guidance, the terms “Federal agency” and “agency” mean any authority of the United States that is an “agency” (as defined in section 3502 of title 44, United States Code), other than an independent regulatory agency (as defined in that section). IIJA, § 70912(3).

³ IIJA, § 70914(a).

⁴ Exec. Order No. 14,005 (see footnote 1).

America Laws.⁵ MIAO aims to increase reliance on domestic supply chains and reduce the need for waivers through a strategic process aimed at: achieving consistency across agencies; gathering data to support decision-making to make U.S. supply chains more resilient; bringing increased transparency to waivers in order to send clear demand signals to domestic producers; and concentrating efforts on changes that will have the greatest impact.⁶

This memorandum provides implementation guidance to Federal agencies on the application of: (1) a “Buy America” preference⁷ to Federal financial assistance programs for infrastructure; and (2) a transparent process to waive such a preference, when necessary. A Federal financial assistance program for infrastructure is any program under which an award may be issued for an infrastructure project, regardless of whether infrastructure is the primary purpose of the award. The term “project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.⁸

Agencies should determine how this guidance is best applied to their infrastructure programs and processes, and consult with OMB, as needed, on establishing criteria, processes, and procedures for applying a Buy America preference and issuing waivers. OMB may update or provide additional guidance, as appropriate, to further assist agencies in the implementation of a Buy America preference.

I. Application of a Buy America Preference

By May 14, 2022, agencies must ensure that all applicable programs comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project.⁹ The Act requires the following Buy America preference:

- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

⁵ IJA, § 70923(a) & (b)(1).

⁶ OMB Memorandum M-21-26, Increasing Opportunities for Domestic Sourcing and Reducing the Need for Waivers from Made in America Laws available at: <https://www.whitehouse.gov/wp-content/uploads/2020/11/M-21-06.pdf>

⁷ For the purposes of this guidance, a “Buy America” preference is a domestic content procurement preference as defined in IJA, § 70912(2).

⁸ IJA, § 70912 (5) & (7).

⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

- (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.^{10, 11}

II. Applicability to Federal Financial Assistance Programs

This guidance applies to all Federal financial assistance as defined in section 200.1 of title 2, Code of Federal Regulations¹²—whether or not funded through IIJA—where funds are appropriated or otherwise made available and used for a project for infrastructure. Federal financial assistance means assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions or donations of property, direct assistance, loans, loan guarantees, and other types of financial assistance. The term “non-Federal entity” includes States, local governments, territories, Indian tribes, Institutions of Higher Education (IHE), and nonprofit organizations.¹³

For purposes of this guidance, for-profit organizations are not considered non-Federal entities. However, this guidance does not alter independent statutory authorities that agencies may have to include domestic content requirements in awards of Federal financial assistance issued to for-profit organizations.

Federal agencies are encouraged to consult with OMB if they are uncertain about the applicability of this guidance to any particular infrastructure program.

Before applying a Buy America preference to a covered program that will affect Tribal communities, Federal agencies should follow the consultation policies established through Executive Order 13175, *Consultation and Coordination with Indian Tribal Governments*, and consistent with policies set forth in the Presidential Memorandum of January 26, 2021, on Tribal Consultation and Strengthening Nation-Nation Relationships. Federal agencies should commence consultation promptly.

This guidance does not apply to “expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.”¹⁴ “[P]re and post disaster or emergency response expenditures” consist of expenditures for financial assistance that are (1) authorized by statutes other than the Stafford Act, 42 U.S.C. §§ 5121 et seq., and (2) made in anticipation of or response to an event or events that qualify as an “emergency” or “major disaster” within the meaning of the Stafford Act, *id.* § 5122(1), (2). Awards made to support the construction or improvement of infrastructure to mitigate the damage that may be caused by a non-imminent future emergency or disaster, such as awards

¹⁰ IIJA, § 70912 (2) & (6)(B)(ii).

¹¹ See Section VIII. of this guidance for more information on construction materials.

¹² IIJA § 70912(4)(A)

¹³ See 2 C.F.R. § 200.1.

¹⁴ IIJA § 70912(4)(B)

made under FEMA’s Flood Mitigation Assistance program,¹⁵ do not qualify as “pre and post disaster or emergency response expenditures.”

Subawards should conform to the terms and conditions of the Federal award from which they flow.¹⁶

The IIJA’s definition of “infrastructure” encompasses public infrastructure projects. Thus, the term “infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property.¹⁷ Agencies should treat structures, facilities, and equipment that generate, transport, and distribute energy - including electric vehicle (EV) charging - as infrastructure.

When determining if a program has infrastructure expenditures, Federal agencies should interpret the term “infrastructure” broadly and consider the definition provided above as illustrative and not exhaustive. When determining if a particular construction project of a type not listed in the definition above constitutes “infrastructure,” agencies should consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public. Projects with the former qualities have greater indicia of infrastructure, while projects with the latter quality have fewer. Projects consisting solely of the purchase, construction, or improvement of a private home for personal use, for example, would not constitute an infrastructure project. Federal agencies are strongly encouraged to consult with OMB when making such determinations.

Agencies should consult with MIAO regarding their readiness to apply the requirements of the Act to covered programs. Agencies with questions regarding the application of a Buy America preference to agency-specific programs, including questions about the possible use of waivers during adjustment periods as agencies work to implement the Act, are advised to reach out to MIAO for technical assistance and advice.

III. Consistency with International Agreements

Pursuant to section 70914(e) of the Act, this guidance must be applied in a manner consistent with the obligations of the United States under international agreements.

IV. Avoid Unnecessary Disruption

The Act makes clear that its preferences apply to a Federal financial assistance program for infrastructure only to the extent that a domestic content procurement preference as described

¹⁵ See 42 U.S.C. § 4104c.

¹⁶ 2 CFR 200.101 (b) (2)

¹⁷ IIJA, § 70912(5).

in section 70914 of the Act does not already apply to iron, steel, manufactured products, and construction materials.¹⁸ Agencies should consider whether existing domestic content requirements meet the standards in the Act, as described in this memorandum. Agencies must make necessary changes to come into compliance with the Act's requirements, while preserving policies and provisions that already meet or exceed the standards required by the Act. For example, a program in which the standards for iron and steel already meet the standards in the Act may nevertheless be required to adopt new standards for manufactured products and construction materials. Maintaining current policies where appropriate avoids unnecessary disruption to programs, or elements of programs, that already meet or exceed Build America, Buy America requirements.

V. Effective Date for Awards

Agencies must ensure that, starting on May 14, 2022, all Federal financial assistance programs for infrastructure comply with the requirements of section 70914 of the Act. Therefore, new awards made on or after May 14, 2022, must take appropriate steps to ensure financial assistance awards comply with these requirements, which may include appropriate terms and conditions¹⁹ incorporating a Buy America preference. Renewal awards and amendments obligating additional funds to existing awards that are executed on or after May 14, 2022, must also include a Buy America preference. This means that agencies must include a Buy America preference in awards issued on or after May 14, 2022, even if Notices of Funding Opportunities for those awards did not include a Buy America preference. In these cases, agencies may consider whether public interest waivers may be needed to avoid undue increases in the time and cost of a project. Similarly, public interest waivers may be needed for awards and amendments made on or after May 14, 2022, where budgets for purchase of covered materials have already been agreed upon (including if materials have been ordered and construction has begun). Consistent with the guidance provided below, agencies should issue waivers judiciously and clearly communicate to recipients the limitations and conditions of any such waivers.

VI. Articles, Materials, and Supplies for Infrastructure

A Buy America preference, as defined in section I of this guidance, only applies to the iron and steel, manufactured products, and construction materials used for the infrastructure project under an award. If an agency has determined that no funds from a particular award under a covered program will be used for infrastructure, a Buy America preference does not apply to that award. Similarly, for a covered program, a Buy America preference does not apply to non-infrastructure spending under an award that also includes a covered project. A Buy America preference applies to *an entire infrastructure project*, even if it is funded by both Federal and non-Federal funds under one or more awards.

A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply

¹⁸ IJIA, § 70917(a) &(b).

¹⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for exemplary language.

to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of or permanently affixed to the structure.

For the purposes of this guidance, an article, material, or supply should only be classified into *one* of the following categories: (1) iron or steel; (2) a manufactured product; or (3) a construction material. For ease of administration, an article, material, or supply should not be considered to fall into multiple categories. Agencies should apply the iron and steel test to items that are predominantly iron or steel, unless another standard applies under law or regulation.

Any waivers from these requirements must be in writing and meet the requirements of section 70914(b).

VII. Issuing Buy America Waivers

Pursuant to Section 70914(c) of the Act, the head of a Federal agency may waive the application of a Buy America preference under an infrastructure program in any case in which the head of the Federal agency finds that—

- (1) applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- (2) types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

Federal agencies are responsible for processing and approving all waivers, including waivers requested by recipients and on behalf of subrecipients. To the greatest extent practicable, waivers should be targeted to specific products and projects.²⁰

Before issuing a waiver, the head of the Federal agency must make publicly available on the agency’s website a detailed written explanation for the proposed determination to issue the waiver and provide at least 15 days for public comment on the proposed waiver.²¹ General applicability waivers are subject to a minimum 30-day public comment period.²² By April 29, 2022, agencies should provide the website address where they will be posting proposed waivers for public comment to MBX.OMB.MadeInAmerica@omb.eop.gov. Pursuant to sections 70914(c) and 70937 of the Act, the waiver must be cross-posted to a centralized waiver transparency website managed by GSA, [BuyAmerican.gov](https://www.buyamerican.gov),²³ no later than November 15, 2022.

²⁰ See Section VII of this guidance for information on waiver principles and criteria.

²¹ Executive Order, § 4(b)(i)(2); IIJA, § 70914(c); IIJA, § 70937 (note that “Buy American” as used in this section also refers to Buy America preferences, per IIJA, § 70932(1)).

²² IIJA § 70914(d)(2)(A)(ii). See Section VII of this guidance for information on general applicability waivers.

²³ [BuyAmerican.gov](https://www.buyamerican.gov) redirects to [MadeInAmerica.gov](https://www.madeinamerica.gov).

To minimize duplication and promote efficiency, MIAO and GSA will coordinate with agencies on the expansion of the existing website's functionality to display waivers for Federal financial assistance and provide further instructions to agencies as necessary.

Federal agencies are responsible for performing due diligence and approving or rejecting waivers consistent with the Act, this guidance, and any other applicable Buy America laws. Federal agencies should notify MIAO in advance of posting an award- or project-level proposed waiver for public comment. However, Federal agencies must consult with MIAO for proposed waivers with broader applicability (such as a general applicability waiver) before posting them for public comment. The purpose of the consultation is to identify any opportunities to structure the waiver in order to maximize the use of goods, products, and materials produced in the United States to the greatest extent possible consistent with law. Federal agencies should send proposed waivers for review to MBX.OMB.MIAwaivers@omb.eop.gov.

Federal agencies must submit to MIAO a proposed waiver for review after the public comment period has concluded. MIAO will review the proposed waiver to determine if it is consistent with applicable law and policy,²⁴ and will notify the Federal agency of its determination.

All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States²⁵ and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.²⁶ In addition, at a minimum and to the greatest extent practicable, each proposed waiver submitted to MIAO should include the following information, as applicable:

- Waiver type (nonavailability, unreasonable cost, or public interest)
- Recipient name and Unique Entity Identifier (UEI)
- Federal awarding agency organizational information (e.g., Common Government-wide Accounting Classification (CGAC) Agency Code)
- Financial assistance listing name and number
- Federal financial assistance program name
- Federal Award Identification Number (FAIN) (if available)
- Federal financial assistance funding amount
- Total cost of infrastructure expenditures, including all Federal and non-Federal funds (to the extent known)
- Infrastructure project description and location (to the extent known)
- List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), and relevant PSC and NAICS code for each.
- A certification that the Federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

²⁴ Executive Order, § 4(c).

²⁵ IIJA, § 70937(c)(2)(A).

²⁶ IIJA, § 70937(c)(2)(D).

- A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach), by the Federal awarding agency and, in the case of a project or award specific waiver, by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
- Anticipated impact if no waiver is issued.
- Any relevant comments received through the public comment period.

The purpose of the information is to ensure that the agency has adequate information to perform due diligence, that MIAO has sufficient information to determine whether the proposed waiver is consistent with law and policy, and that sufficient information is available for public review. Information provided for public review should help interested manufacturers gauge the demand for products for which agencies are considering waiving a Buy America preference.

To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project should be considered the “Cognizant Agency for Made in America” and should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

a. Exceptions for Unforeseen and Exigent Circumstances

In limited situations where there is an urgent need in an unforeseen and exigent circumstance, agencies have the authority to waive the application of Buy America preferences without submitting the waiver for public comment and MIAO determination.²⁷ As an exception to the public transparency requirements of the Act, agencies should exercise that authority only when necessary. Further, to ensure MIAO can fulfill its role as a central and transparent source of Made in America waivers, an agency that issues a waiver without first seeking public comment and MIAO approval must, within 30 days of the waiver’s issuance, submit a report to MIAO explaining its reliance upon the “unforeseen and exigent circumstance” exception.²⁸ MIAO will provide further instructions to agencies on how to submit those reports. Although public posting and MIAO review may be waived in exigent circumstances, agencies remain responsible for performing due diligence appropriate to the circumstances, consistent with the principles and criteria in paragraphs VII(b) and (c) below.

²⁷ IIJA, § 70937(b)(2).

²⁸ This reporting process was established pursuant to Executive Order 14,005, § 4(d) and OMB Guidance on Improving the Transparency of Made in America Waivers available at: <https://www.whitehouse.gov/wp-content/uploads/2021/10/Guidance-Memo-Improving-the-Transparency-of-Made-in-America-Waivers.pdf>.

b. Waiver Principles and Criteria

To ensure they are scrupulously monitoring, enforcing, and complying with applicable Buy America Laws and minimizing the use of waivers,²⁹ agencies must apply standard criteria to determine whether to grant a waiver in a given circumstance. Agencies with existing criteria must review it for consistency with this guidance and update it as appropriate. All other agencies must establish criteria.

Agencies may reject or grant waivers in whole or in part. To the greatest extent practicable, waivers should be issued at the project level and be product-specific. Overly broad waivers undermine market signals designed to boost domestic supply chains, particularly for key articles, materials and supplies in critical supply chains (i.e., critical supply chains identified in Executive Order 14017, *America's Supply Chains*). When necessary, agencies may consider issuing a waiver that has applicability beyond a single project; however, agencies should always issue, construe, and apply waivers to ensure the maximum utilization of goods, products, and materials produced in the United States, consistent with applicable law. Federal agencies may consult with MIAO when establishing or modifying criteria for granting waivers. They may also work within the Made in America Council, a practice that will help to foster consistency across agencies to the greatest extent practical and appropriate, given agency and program missions.

Federal agencies should use the following principles before issuing a waiver of any type:

- **Time-limited:** In certain limited circumstances, a Federal agency may determine that a waiver should be constrained principally by a length of time, rather than by the specific projects to which it applies. Waivers of this type may be appropriate, for example, when an item that is “nonavailable” is widely used in projects funded by a particular program’s awards. When issuing such a waiver, the agency should identify a short, definite time frame (e.g., no more than one to two years) designed to ensure that, as domestic supply becomes available, domestic producers will have prompt access to the market created by the program.
- **Targeted:** Waivers that are not limited to particular projects should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) necessary. Waivers that are overly broad will tend to undermine domestic preference policies. Broader waivers will receive greater scrutiny from MIAO.
- **Conditional:** Federal agencies are encouraged to issue waivers with specific conditions that support the policies of the Act and the Executive Order.

These principles and criteria should be viewed as minimum requirements for the use of waivers by Federal agencies.³⁰

Nonavailability Waivers

Before granting a nonavailability waiver, agencies should consider whether the recipient has performed thorough market research, which may be accomplished with assistance from the agency, and adequately considered, where appropriate, qualifying alternate items, products, or

²⁹ IJA § 70933(2).

³⁰ See Section IV. of this guidance for agencies that have existing regulations or guidance.

materials. Waivers should describe the market research activities and methods to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources. Agencies are encouraged to engage with the Made in America Council to develop resource lists for common items, goods, or materials.

Unreasonable Cost Waivers

An unreasonable cost waiver is available if the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. Before granting an unreasonable-cost waiver, to the extent permitted by law, agencies should ensure the recipient has provided adequate documentation that no domestic alternatives are available within this cost parameter. Agencies may assist recipients in gathering documentation.

For requests citing unreasonable cost as the statutory basis of the waiver, the waiver justification must include, as applicable, a comparison of the cost of the domestic product to the cost of the foreign product or a comparison of the overall cost of the project with domestic products to the overall cost of the project with foreign-origin products, pursuant to the requirements of the applicable Made in America law.³¹ Publicly available cost comparison data may be provided in lieu of proprietary pricing information.³² Unreasonable-cost waivers should be no broader than necessary.

Public Interest Waivers

A waiver in the public interest may be appropriate where an agency determines that other important policy goals cannot be achieved consistent with the Buy America requirements established by the Act and the proposed waiver would not meet the requirements for a nonavailability or unreasonable cost waiver. Such waivers shall be used judiciously and construed to ensure the maximum utilization of goods, products, and materials produced in the United States.³³ To the extent permitted by law, determination of public interest waivers shall be made by the head of the agency with the authority over the Federal financial assistance award.³⁴

Public interest waivers may have a variety of bases. As with other waivers, they should be project-specific whenever possible, as what is in the public interest may vary depending upon the circumstances of the project, recipient, and specific items, products, or materials in question.

Federal agencies may wish to consider issuing a limited number of general applicability public interest waivers in the interest of efficiency and to ease burdens for recipients. The agency remains responsible for determining whether such a waiver is appropriate to apply to any

³¹ IIJA, § 70937(c)(2)(B).

³² IIJA, § 70937(c)(2)(B).

³³ IIJA, § 70935(a).

³⁴ IIJA, § 70935(b).

given project; the Made in America Office will not review each application of such a waiver. The following are examples of types of public interest waivers an agency may consider issuing.³⁵

- **De Minimis:** Ease of administration is important to reduce burden for recipients and agencies. Federal agencies may consider whether a general applicability public interest waiver should apply to infrastructure project purchases below a de minimis threshold. An agency may consider whether a public interest waiver should apply when necessary to ensure that recipients and Federal agencies make efficient use of limited resources, especially if the cost of processing the individualized waiver(s) would risk exceeding the value of the items waived. Agencies may consider adopting an agency-wide public interest waiver that sets a de minimis threshold, for example, of 5 percent of project costs up to a maximum of \$1,000,000.
- **Small Grants:** Agencies may wish to consider whether it is in the public interest to waive application of a Buy America preference to awards below the Simplified Acquisition Threshold. This type of waiver may be particularly relevant in the initial years after enactment of IIJA, and may be phased out over time as agencies develop efficient waiver review capabilities.
- **Minor Components:** Agencies may wish to consider whether it is in the public interest to allow minor deviations for miscellaneous minor components within iron and steel products. A minor components waiver in the public interest may allow non-domestically produced miscellaneous minor components comprising no more than 5 percent of the total material cost of an otherwise domestically produced iron and steel product to be used. It would not be in the public interest to use a minor components waiver to exempt a whole product from the iron and steel requirements, or to allow the primary iron or steel components of the product to be produced other than domestically.
- **Adjustment Period:** Agencies should consider whether brief, time limited waivers to allow recipients and agencies to transition to new rules and processes may be in the public interest.
- **International Trade Obligations:** If a recipient is a State that has assumed procurement obligations pursuant to the Government Procurement Agreement or any other trade agreement, a waiver of a Made in America condition to ensure compliance with such obligations may be in the public interest.
- **Other Considerations:** A waiver may be in the public interest in one circumstance, but not in another, and considerations will depend upon the nature and amount of resources available to the recipient, the value of the items, goods, or materials in question, the potential domestic job impacts, and other policy considerations, including sustainability, equity, accessibility, performance standards, and the domestic content (if any) of and conditions under which the non-qualifying good was produced.

All proposed waivers citing the public interest as the statutory basis must include a detailed written statement, which shall address all appropriate factors, such as potential

³⁵ The list is not exhaustive and no agency is required to issue the types of waivers noted as examples. As with other general applicability waivers, generally applicable public interest waivers must be reviewed at least every five years and more often as appropriate.

obligations under international agreements, justifying why the requested waiver is in the public interest.³⁶

Before granting a waiver in the public interest, to the extent permitted by law, agencies shall assess whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products.³⁷ Agencies may consult with the International Trade Administration (ITA) in making this assessment if the granting agency deems such consultation to be helpful. The agency shall integrate any findings from the assessment into its waiver determination as appropriate.³⁸ MIAO will work with ITA and agencies to develop standard processes to expedite this required assessment, such as by ensuring agencies know how to easily access lists of dumped or injuriously subsidized products.

c. General Applicability Waivers

The term “general applicability waiver” refers to a waiver that applies generally across multiple awards. A general applicability waiver can be “product-specific” (e.g., applies only to a product or category of products) or “non-product specific” (e.g., applies to all “manufactured products”).

General applicability waivers should be issued only when necessary to advance an agency’s missions and goals, consistent with IIJA, the Executive Order, and this guidance. For example, an agency might issue a general waiver for a product for which there are well-established domestic sourcing challenges. General applicability waivers will require appropriate justification from the Federal agency.

Federal agencies with one or more existing general applicability waivers, including public interest waivers, must review such waivers within five years of the date on which the waiver was issued. Agencies issuing new general applicability waivers must review such waivers at least every five years from the date of issuance. Agencies are encouraged to review general applicability waivers more frequently, when appropriate. In conducting a review of any general applicability waiver, the head of a Federal agency shall—

- (A) publish in the *Federal Register* a notice that—
 - (i) describes the justification for a general applicability waiver; and
 - (ii) requests public comments for a period of not less than 30 days on the continued need for a general applicability waiver; and
- (B) publish in the *Federal Register* a determination on whether to continue or discontinue the general applicability waiver, considering the comments received in response to the notice published under paragraph (A).³⁹

³⁶ IIJA, § 70937(c)(2)(C).

³⁷ Executive Order, § 5.

³⁸ Executive Order, § 5.

³⁹ IIJA, § 70914(d)(1) & (2).

For a period of five years beginning on the date of enactment of the Act, paragraphs (A) and (B) above shall not apply to any product-specific general applicability waiver that was issued more than 180 days before November 15, 2021.⁴⁰

By no later than November 15, 2022, agencies with existing, non-product specific general applicability waivers that were issued more than five years before November 15, 2021 should promptly commence review of each such waiver by publishing a *Federal Register* notice as required in section 70914(d)(2)(A) of the IIJA. Should the review justify retaining the waiver, agencies should consider narrowing the waiver in a manner that would support supply chain resilience and boost incentives to manufacture key products domestically, as appropriate.

To ensure prompt commencement of projects funded by IIJA, MIAO plans to work with agencies to expedite consideration of general applicability waivers for products or categories of products for which domestic sourcing challenges have been well documented. Agencies should align such waivers with complementary policies, such as work to boost supply chain resiliency and domestic employment. General applicability waivers should include appropriate expiration dates designed to ensure that, once available, Buy America qualifying products receive appropriate consideration.

VIII. Preliminary Guidance for Construction Materials

For construction materials, the Act requires that, not later than 180 days after November 15, 2021, OMB must issue standards that define the term “all manufacturing processes” in the case of construction materials. These standards must require that each manufacturing process required for the manufacture of the construction material and the inputs of the construction material occurs in the United States. They must also reflect efforts to maximize the direct and indirect jobs benefited or created in the production of the construction material.⁴¹

Although the deadline to issue such guidance has not yet passed, OMB is providing preliminary and non-binding guidance to assist agencies in determining which materials are construction materials so that agencies can begin applying Buy America requirements to those materials. This preliminary guidance addresses the requirements as set forth in section 70915(b) of the IIJA while providing sufficient time for OMB to receive additional stakeholder input.

The IIJA finds that “construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴²—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);

⁴⁰ IIJA, § 70914(d)(3).

⁴¹ IIJA, § 70915(b).

⁴² IIJA, § 70917(c)(1).

- lumber; or
- drywall.⁴³

To provide clarity to item, product, and material manufacturers and processors, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

Pending OMB's issuance of final standards on construction materials, and absent any existing applicable standard in law or regulation that meets or exceeds these preliminary standards, agencies should consider "all manufacturing processes" for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material. OMB is seeking additional stakeholder input before issuing further guidance identifying initial manufacturing processes for construction materials that should be considered as part of "all manufacturing processes."

Agencies should consult with MIAO, as needed, to ensure that any waiver issued for construction materials is explicitly targeted and time-limited, in order to send a clear market signal that additional standards for "all manufacturing processes" in the case of construction materials will be forthcoming.

⁴³ See IJA, § 70911(5).

Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Where applicable, the Federal agency must include appropriate terms and conditions in all awards, in accordance with applicable legal requirements and its established procedures, in order to effectuate the requirements of the Act and this guidance. The following is sample language.

To achieve the greatest possible consistency across agencies and programs, agencies should send their proposed terms and conditions to MIAO for review prior to incorporating them into applicable awards. Agencies should begin including appropriate language in NOFOs published *before* May 14, 2022 to provide applicants fair notice of the Buy America conditions that will apply to funds obligated on or after that date.

** ** **

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials⁴⁴ are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

⁴⁴ Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [\[link to awarding agency web site with information on currently applicable general applicability waivers\]](#).

*Definitions*⁴⁵

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴⁶—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

⁴⁵ Federal agencies may choose to provide definitions on a public-facing website and reference that website in the terms and conditions, rather than including all definitions in the terms and conditions itself. If an agency chooses to do provide definitions on a public-facing website, it is not considered a deviation from the terms and conditions provided and does not need to be reviewed by OMB.

⁴⁶ IIIA, § 70917(c)(1).

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.



SUPPLEMENT TO THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION

Technical Specifications

February 14, 2019

City of Prescott Public Works
433 N. Virginia Street, Prescott, Arizona 86301
Ph: 928.777.1130 | TDD: 928.777.1100 | Fax: 928.771.5929

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NEW 2/14/19 REVISIONS

New Specifications:

- Section 102 Bidding Requirements and Conditions
- Section 103 Award and Execution of Contract
- Section 110 Notification of Changed Conditions and Dispute Resolution
- Section 703 Riprap

Specifications Rewritten, or With Major Updates:

- Section 100 General Conditions
- Section 101 Abbreviations and Definitions
- Section 104 Scope of Work
- Section 105 Control of Work
- Section 106 Control of Materials
- Section 107 Legal Regulations and Responsibility to Public
- Section 108 Commencement, Prosecution and Progress
- Section 109 Measurements and Payments
- Section 205 Roadway Excavation
- Section 321 Placement and Construction of Asphalt Concrete Pavement
- Section 340 Concrete Curb, Gutter, Sidewalk, Curb Ramps, Driveway and Alley Entrance
- Section 405 Survey Monuments
- Section 611 Water, Sewer and Storm Drain Testing
- Section 630 Tapping Sleeves, Valves and Valve Boxes on Water Lines

Specifications With Minor Updates:

- Section 206 Structure Excavation and Backfill
- Section 211 Fill Construction
- Section 301 Subgrade Preparation
- Section 306 Mechanically Stabilized Subgrade – Geogrid Reinforcement
- Section 310 Placement and Construction of Aggregate Base Course
- Section 317 Asphalt Milling
- Section 329 Tack Coat
- Section 336 Pavement Matching and Surfacing Replacement
- Section 345 Adjusting Frames, Covers and Valve Boxes
- Section 350 Removal of Existing Improvements
- Section 401 Traffic Control
- Section 402 Pavement Markings and Striping
- Section 403 Permanent Signing, Sign Posts and Delineators
- Section 404 Loop Detectors
- Section 430 Landscaping and Planting
- Section 431 Landscape Rock

- Section 505 Concrete Structures
- Section 601 Trench Excavation, Backfilling and Compaction
- Section 610 Water Line Construction
- Section 612 Temporary Water Mains (Fly Lines)
- Section 615 Sanitary Sewer Line Construction
- Section 618 Storm Drain Construction
- Section 625 Manhole Construction and Drop Sewer Connections
- Section 626 Manhole Coatings
- Section 650 Abandonment and Removal of Water Main
- Section 651 Abandonment and Removal of Sanitary Sewer
- Section 701 Aggregate
- Section 710 Asphalt Concrete
- Section 725 Portland Cement Concrete

Details That Have Been Updated:

- All references to COP Standard Details to correspond with updated City of Prescott General Engineering Standards

PART 100 – GENERAL CONDITIONS

ADD the following section to Part 100- General Conditions:

SECTION 100: GENERAL CONDITIONS

100.2 STANDARD SPECIFICATIONS AND DRAWINGS

(A) Standard details and specifications for the project shall be the most recent versions of the Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (MAG Details/MAG Specifications), City of Prescott Supplement to MAG Standards (COP Supplement), City of Prescott General Engineering Standards (COP GES), Prescott City Code (City Code) and Arizona Revised Statutes (A.R.S.), except as modified in the project plans and specifications.

(B) Other standard specifications and details will be incorporated within the plans, project documents and specifications by reference, as necessary. These may include references to the Arizona Department of Transportation Standard Specifications for Roadway and Bridge Construction (ADOT Specifications), Arizona Department of Environmental Quality (ADEQ), Manual on Uniform Traffic Control Devices (MUTCD) (with Arizona Supplement), American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), and others.

100.3 GENERAL NOTES

(A) All construction shall conform to the most recent versions of the MAG Standards, COP Supplement to MAG, and the COP GES, unless specifically modified on the plans.

(B) It shall be the Contractor's responsibility to obtain copies of all standards, details and specifications necessary to completely and accurately interpret the plans.

(C) All plans are null and void 1 year from date of signature if construction has not started.

(D) All quantities shown on plans are approximate, are not verified by the Engineer, and are furnished solely for the Contractor's convenience. They do not necessarily correspond to bid schedule items. Payment shall be based on bid schedule items for actual quantities provided and installed. The Contractor shall not be relieved of their responsibility for independently estimating work quantities prior to bidding. If any discrepancy in quantities is found, Contractor shall notify the Engineer of such no later than 24 hours prior to bid opening.

(E) A City right-of-way permit will be required for all off-site construction and construction within the public right-of-way.

(F) It is the sole responsibility of the Contractor to obtain, at the Contractor's own expense, such permits as are required from the appropriate agencies.

(G) The Public Works Department shall be notified a minimum of 24 hours prior to beginning any construction in the public right-of-way at (928) 777-1176.

(H) Inspection is to be done by the City Public Works Department.

(I) Any work performed without the knowledge of the City Inspector or the Inspector's authorized representative is subject to removal and replacement of same, to be done at the Contractor's expense.

(J) All work and materials, which do not conform to the specifications, are subject to removal and replacement at the Contractor's expense.

- (K) Approval of a portion of the work in progress does not guarantee its final acceptance. Testing and evaluation may continue until the written final acceptance of a complete and workable unit.
- (L) The City may suspend the work by written notice when, in its judgment, progress is unsatisfactory, work being done is unauthorized or defective, weather conditions are unsuitable, or there is a danger to the public health and safety.
- (M) The Contractor shall provide sufficient men and equipment on the job at all times during construction to comply with specifications and to complete work.
- (N) The Contractor shall be responsible for construction surveying and layout.
- (O) The Contractor shall notify Arizona 811 (formerly Arizona Blue Stake) at 1-800-STAKE-IT (1-800-782-5348) between 6 a.m. and 5 p.m. Arizona time, Monday-Friday (excluding State holidays), at least 48 hours prior to construction.
- (P) It is the Contractor's responsibility to locate all underground pipelines, telephone, communication and electric conduits and structures in advance of any construction and will observe all possible precautions to avoid any damage to such. The Engineer and/or City will not guarantee any locations as shown on these plans, or those omitted from it.
- (Q) The Contractor is to uncover all existing lines being tied into and verify grades, pipe material, and pipe diameter before material submittals and planned construction activities.
- (R) The Contractor shall comply with all ADEQ requirements.
- (S) All water lines shall be provided with 12 AWG HS-CCS wire. Trace wire shall be subject to traceability test. Testing is to be by the Contractor and witnessed by the City Representative and at no extra cost to the City.
- (T) Water and sewer separation shall be pursuant to Arizona Administrative Code (AAC) R18-5-502.C. and City specifications.
- (U) Water mains shall be subject to a pressure and leakage test in accordance with the American Water Works Association (AWWA) C600 Standard.
- (V) Water mains shall be disinfected in accordance with ADEQ Engineering Bulletin No. 8 "Disinfection of Water Systems".
- (W) Operation of valves to be done by City personnel only.
- (X) All pipeline materials shall be installed per manufacturer's requirements unless superseded by City specifications.
- (Y) All materials for water line construction shall meet AAC R18-4-119.
- (Z) ADEQ requirements will apply when more stringent than MAG Specifications; more specifically where they pertain to maximum allowable sewer line/pressure sewer line exfiltration-infiltration rates.
- (AA) Sewer line low-pressure air tests shall be done on 100 percent of all sanitary sewer lines.
- (BB) Sewer manholes exfiltration tests shall be done on 100 percent of all manholes. Vacuum testing in accordance with City standards may be used in lieu of exfiltration test.
- (CC) Sewer line deflection tests shall be done on 100 percent of all pipes.
- (DD) Prior to project acceptance, the Contractor shall be responsible for providing the City with a video (DVD format) of the entire sewer main installed including service laterals. A City Representative shall attend the video data collection. If the City is not present during the video data collection, the City may require that the video data be redone, at the Contractor's expense, with the City Representative present. The video will be reviewed and deemed acceptable by the City prior to project acceptance.

- (EE) Acceptance of the completed work will not be given until 3 ml Mylar as-built reproducible plans and all required digital files have been submitted by the Engineer of Record and approved by the Engineer.
- (FF) The Contractor shall warrant all work for a minimum of 2 years after formal acceptance of the work.

SECTION 101: ABBREVIATIONS AND DEFINITIONS

101.2 DEFINITIONS AND TERMS

REVISE and ADD the following:

Agency/City/Contracting Agency/Owner: Interchangeable to mean, the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, unless otherwise noted; and meant as the governmental agency/legal entity for which the work is being done, either by permit or contract.

City's Representative: The authorized representative of the City, which may be an individual or a firm, or their assistants assigned to the project work, the project site, or any part thereof during the performance of the work by the Contractor and until final acceptance.

County: Yavapai County, organized and existing under and by virtue of the laws of the State of Arizona.

Director: The City of Prescott Public Works Director, or their designee, representative or assistants, unless otherwise noted.

Engineer: The duly authorized person, or their designees, employed by or contracted with the City of Prescott who is responsible for all aspects of the project and with the authority to make revisions to and approve the changes to the plans or specifications.

Engineer of Record: The Engineer of Record is a Civil Engineer registered in the State of Arizona by the Board of Technical Registration and is responsible for design, calculations and preparation of contract documents. The Engineer of Record shall provide field observation, compile, review and comment on project documentation, material testing reports and prepare as-built drawings.

Materially Unbalanced Bid: A bid that generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the City.

Mathematically Unbalanced Bid: A bid containing lump sum or unit bid prices that do not reflect reasonably anticipated actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

Notice Inviting Bids: Refers to the standard forms inviting proposals or bids.

SECTION 102: BIDDING REQUIREMENTS AND CONDITIONS

102.2 CONTENTS OF PROPOSAL PAMPHLET

ADD the following:

All standard specifications and details referenced, unless otherwise noted, shall conform to the most current editions, including revisions thereto.

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK

ADD the following:

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in or omissions from the plans or specifications, they shall submit to the Director a written request for an interpretation or correction thereof no later than 5 working days before bid or proposal opening. The person submitting the request will be responsible for its prompt delivery. Interested bidders may call, email or visit the office of the Director with any questions up to 5:00 PM on the fifth working day prior to the bid opening date. The City will no longer address or interpret any general questions or comments after that time. Should any issue be determined significant to the project by the Director, appropriate action will be taken. Any interpretation or correction of the proposed documents will be made available to prospective bidders a minimum of 3 working days prior to the bid opening date. Any correction of the contract documents will be made only by an addendum duly issued by the City and a copy of such addendum will be available on the City's website. The City will not be responsible for any other explanations or interpretations of the documents.

102.5 PREPARATION OF PROPOSAL

ADD the following:

(D) If the proposal is made by an individual, it shall be signed and the individual's full name and address shall be given. If it is made by a partnership, it shall be signed with the partnership name and by a general partner of the firm who shall also sign their own name, and the name and address of each partner shall be given; and, if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers.

All submittal forms are contained in the Notice Inviting Bid and must be submitted as part of the bid.

ADD the following subsection to 102.5 Preparation of Proposal:

102.5.1 Instructions for Preparing Proposal

Payment for all work performed under this contract shall be based on the units as shown in the bidding schedule. Payment of the bid items as stated in the Contractor's proposal for the completed work, shall be compensation in full for the furnishing of all overhead, labor, materials, devices, equipment and appurtenances included in the work as are necessary to complete the total work under this contract in a good, neat, and satisfactory manner as indicated on the plans, as described in the specifications, and as otherwise implied or required to fulfill the objective of the work.

All construction elements, as identified in the bid schedule, shown on the plans or details or described in the special provisions, are required for the construction and are to include all costs associated with earthwork, trenching, subgrade construction, valves, fittings, tapping sleeves, appurtenances, utility boxes, bedding, pavement replacements, hauling, placing, disposing of, start up, testing, certifying, or any other associated work and materials required for a complete in place and operable item of construction. All work items and materials not specifically itemized in the bid schedule and that are required for construction are to be considered incidental to the total project bid amount.

It is the intent of the contract that maximum payment shall not exceed the agreed unit price without duly authorized contract amendments. Each item, fixture, piece of equipment, work, etc., as indicated on the plans, or specified anywhere in these documents shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item, and the total system or systems.

Any and all patents, license fees, insurance premiums, etc., for the right to use equipment or processes included in this contract shall be included in the total bid price.

Cost of testing, and other incidental operations, profit and overhead cost, including the cost of supervision, temporary field offices, move-in, move-out, insurance, taxes, equipment not a permanent part of the job, and other incidental items, shall be included in the total bid price.

The "Total Amount of Bid" must be filled out by the bidder. In case of any discrepancy between the price in figures and price in written words, as written or corrected, the price in written words shall be presumed to be correct unless obviously in error, and shall be considered as the Contractor's correct and intended bid.

Bids shall not contain any recapitulations of the work to be done. Alternative proposals will not be considered unless called for.

102.6 SUBCONTRACTORS LIST

REMOVE the first paragraph in its entirety and REPLACE with the following:

The Subcontractors List must be completed, attached and submitted along with the bidding schedule. Only 1 name shall be listed for each category.

102.7 IRREGULAR PROPOSALS

ADD the following:

- (F) If the bid is mathematically unbalanced.
- (G) If the bid is materially unbalanced.

102.9 SUBMISSION OF PROPOSAL

ADD the following:

Bids shall be delivered to the office of the City Clerk, City of Prescott, Arizona, before the day and hour set for the submittal of bids in the Notice Inviting Bids as published. Bids shall be enclosed in a sealed envelope bearing the title of the work and the name of the bidder. It is the sole responsibility of the bidder to ensure the bid is received in proper time.

102.13 SUCCESSFUL BIDDERS

REMOVE in its entirety and REPLACE with the following:

The successful bidder may obtain 1 set of plans and specifications for the project at no extra cost.

ADD the following subsection to Section 102- Bidding Requirements and Conditions:

102.14 ADDENDA

Any addenda issued during the time of bidding, forming a part of the documents issued to the bidder for the preparation of a bid, shall be covered in the bid and shall be made a part of the contract. Addenda may be issued until noon on the third working day prior to the bid opening date. It is the prospective bidder's responsibility to check for addenda related to this procurement. Addenda will be posted on the City's website.

SECTION 103: AWARD AND EXECUTION OF CONTRACT

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.1 Confirmation of Bid

At any time after the opening of the bids, the Director may require any bidder on the project to confirm such bid in writing prior to contract award. An acknowledgement will be sent to the bidder to certify the prices bid have been reviewed and to confirm work can be completed in accordance with the requirements of the contract documents, plans and specifications in the total bid amount stated in the bidding schedule.

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.2 Experience and Qualifications

When requested by the City, the bidder shall supply a list of all public projects begun within the previous 3 years prior to contract award. The project list shall contain all public projects entered into by the bidder and shall include the project name and location, original and final contract amounts, project status and a contact name and information for each project. The bidder shall provide a description and explanation for any projects that were not completed successfully. Failure to provide complete and factual information may be grounds for rejection of the bid in accordance with City Procurement Code 1-27-18(K).

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.3 Pre-Award Conference

The City may require the apparent low bidder to attend a pre-award conference in order to establish that the bidder fully understands the scope, complexity and expectations of the project as described in the contract documents; to discuss issues, concerns, risk areas and how to minimize them within the bounds of the contract; and to determine that the apparent low bidder is the most responsible and/or most qualified bidder in accordance with City Procurement Code 1-27-18(K).

The purpose of the pre-award conference is to ensure that all participants are apprised of their responsibilities and obligations regarding all applicable laws, rules, regulations and ordinances contained in the contract documents prior to entering into a contract.

103.3 AWARD OF CONTRACT

REMOVE the first paragraph in its entirety and REPLACE with the following:

The contract will be awarded to the lowest qualified bidder complying with these instructions and with the Notice Inviting Bid. The City, however, reserves the right to accept or reject any or all bids if it deems it best for the public good, and to waive any informality in the bids received. The award, if made, will be within 60 calendar days after the opening of bids.

ADD the following subsection to 103.3 Award of Contract:

103.3.1 Assignment of Contract

No partial or full assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received there under by the Contractor, will be recognized by the City unless such assignment has had prior written approval of the City and the surety has been given due notice of such assignment in writing and has consented thereto in writing.

103.6 CONTRACTOR'S INSURANCE

ADD the following:

The Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under 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, the Contractor's agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for a contract 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 a contract by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. The Contractor is free to purchase such additional insurance as may be determined necessary.

(A) Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

- (1) On insurance policies where the City is named as an additional insured, the City 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.
- (2) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(B) Notice of Cancellation: With the exception of a 10 day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a 30 day written notice.

(C) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

(D) Verification of Coverage: The Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required 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 this contract and remain in effect for the duration of the project and warranty period as set forth in Paragraph 3 of the “Contractor’s Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties”. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this contract shall be sent directly to the Public Works Department, 433 N. Virginia Street, Prescott, AZ 86301. 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.

(E) Such policy shall not exclude coverage for the following:

(1) Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.

(2) Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.

(3) Injury to or destruction of any property arising out of blasting or explosion.

(4) Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

(F) The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in the Contractor’s name and also in the name of the City in an amount of at least 100 percent of the contract amount (if applicable).

(G) The Contractor shall secure “all risk”-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than 100 percent of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

103.6.1 General

REMOVE item (A) in its entirety and REPLACE with the following:

(A) The Contractor shall provide and maintain, during the life of the contract, General Liability, Automobile Liability, and Worker’s Compensation Insurance as provided herein.

Unless otherwise specifically required by the special provisions, the minimum limits of public liability and property damage liability shall be as provided herein.

The Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

(1) Commercial General Liability: Occurrence Form

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

- General Aggregate \$3,000,000
- Products – Completed Operations Aggregate \$3,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Legal Liability (Damage to Rented Premises) (if applicable) \$100,000

The policy shall be endorsed to include the following additional insured language:

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the Contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

(2) Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or 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 City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

(3) Worker’s Compensation and Employer’s Liability:

- | | |
|--------------------------|-------------|
| Worker’s Compensation | Statutory |
| Employer’s Liability | |
| • Each Accident | \$1,000,000 |
| • Disease- each employee | \$1,000,000 |
| • Disease- policy limit | \$1,000,000 |

The policy shall contain a waiver of subrogation against the City for losses arising from work performed by or on behalf of the Contractor.

(4) Professional Liability (Errors and Omissions Liability) (if applicable)

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

(a) In the event that the professional liability insurance required by this contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

- (b) The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- (c) Notice of Cancellation: With the exception of a 10 day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a 30 day written notice.

103.6.2 Indemnification of the Contracting Agency Against Liability

REMOVE in its entirety and REPLACE with the following:

The Contractor shall defend, indemnify and hold harmless the City, its departments, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys fees and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the Contractor's owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under Worker's Compensation Law or arising out of failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts of Indemnitee, be indemnified by the Contractor from and against any and all claims. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its departments, officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.9 PRECONSTRUCTION CONFERENCE

Within 15 days of the date of the Notice of Award, the Contractor is required to attend a preconstruction conference. The City will contact the Contractor to schedule a specific date, time and location for the preconstruction conference. The purpose of the meeting is to outline specific construction items and procedures and to address items, which require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures, which the Contractor believes may be of benefit to the project, reduce cost, or will reduce inconvenience to the public. Communication and coordination issues will be also addressed during the preconstruction conference. The Contractor will be required to provide 5 sets of the following information at the preconstruction conference:

- Key personnel names and emergency phone numbers involved in the project.
- Public information plan
- Project signage plan
- Stormwater Pollution Prevention Plan (SWPPP) (NOI if applicable)
- Contractor quality control plan
- Subcontractor contracts and purchase orders for each and every item of work under subcontract on the project
- Payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project
- Overall construction schedule and two-week look ahead schedule (provided weekly)

- Dust abatement/street sweeping plan and construction water meter application
- Traffic control plan and access management plan providing for continuous access to residents and businesses affected by the project
- Contractor's company safety plan
- An itemized list of shop drawings, materials, mix designs, equipment submittals and a schedule indicating the dates each of these items will be transmitted to the Director for review

Each of the above items is subject to review and approval by the Director.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.10 COMMENCEMENT

The Contractor shall commence work on or before the tenth calendar day after receiving the Notice to Proceed, and shall complete all work under the contract within the period of time specified in the special provisions. The City reserves the right to issue Notice to Proceed at any time between 0 and 60 days after contract award. Notice to Proceed will be issued not later than 60 calendar days after the contract has been awarded unless otherwise agreed upon in writing, or as may be specified in the special provisions. In addition, the Contractor shall not commence work until all required documents, bonds, plans and schedules have been received and approved by the City. These submittals will not affect the issuance of Notice to Proceed by the City.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.11 CONTRACTOR AND SUBCONTRACTOR RECORDS

(A) The Notice Inviting Bids, Information for Bidders, special provisions, specifications, plans, and all supplementary documents are intended to be complete and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the contract documents, the Contractor shall immediately call the matter to the attention of the Director for furnishing of detailed instructions. In case of discrepancies, the specifications shall govern over the plans. Figured dimensions shall govern over scaled dimensions.

(B) Any drawings or plans listed anywhere in the specifications or addenda thereto shall be regarded as a part thereof and of the contract. Anything mentioned in these specifications and not indicated on the plans, or anything indicated on the plans and not mentioned in these specifications, shall be in the same force and effect as if indicated or mentioned in both.

(C) The Contractor, subcontractors and all suppliers shall keep and maintain all books, papers, records, files, accounts, reports, bid documents with back-up data, including electronic data, and all other material relating to the contract and project for 3 years following completion and acceptance of the work. All records shall be accurately maintained in accordance with generally accepted accounting principles and practices uniformly and consistently applied in a format that will permit audit. The Director or the Director's authorized representative(s) shall have access at all reasonable times to all applicable records of the Contractor and the records of the Contractor's subcontractors.

The Contractor and subcontractors shall preserve all such materials for a period of 3 years after all payments to the Contractor or subcontractors, or until the final resolution of all claims made by the Contractor or subcontractor on this contract, whichever is later. The Contractor and subcontractors shall make all of the above materials available to the Director for auditing, inspection and copying and shall produce such materials upon written request at the office of the Public Works Director located at 433 N. Virginia Street, Prescott, Arizona 86303.

The Contractor shall insert the above requirement in each subcontract, purchase order, lease agreement, or other document under which goods or services are provided for the performance of this contract and shall also include in all subcontracts a clause requiring subcontractors to include the above requirement in any lower-tier subcontract, purchase order, lease agreement or document under which goods or services are provided for the performance of this contract.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.12 ERROR AND OMISSIONS

The written dimensions, calculations and quantities on the plans are presumed to be correct, but the Contractor shall be required to check carefully all dimensions, calculations and quantities before beginning work. If any errors or omissions are discovered, the Director shall be so advised in writing and will make the proper corrections. If the Contractor claims that any such errors or omissions should change the cost of any pay item or the construction as identified in the plans, the Contractor shall also submit to the Director a written proposed contract amendment. Any such adjustments made by the Contractor that are claimed to change the cost of any pay item or the construction as identified in the plans, without prior review and acceptance of a proposed contract amendment, shall be at the Contractor's own risk. The settlement of any complications or disputed expenses arising from the Contractor's adjustment shall be borne by the Contractor at the Contractor's own expense.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.13 CONTINGENCIES

All loss or damage arising from obstruction or difficulties which may be encountered in the prosecution of the work, from the action of the elements, or from any act or omission on the part of the Contractor or any person or agent employed by him shall be borne by the Contractor.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.14 NOTICE AND SERVICE THEREOF

Any notice to the Contractor from the City relative to any part of this contract shall be in writing and considered delivered and the service thereof completed when said Notice is posted, by first class mail to the Contractor at the Contractor's last given address, electronically delivered, or delivered in person to the Contractor or the Contractor's authorized representative on the work.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.15 PROJECT CLOSEOUT

It is the intent of these specifications and contract documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use. The City shall withhold Final Payment and release of retention until ALL of the following items have been completed:

- (A) Completion of all work, including punch-list items and final acceptance of the work by the City.
- (B) Submittal by the Contractor of final pay estimate, which shall show the amount of work performed according to the contract and approved by the City.
- (C) Submittal by the Contractor of all project record documents, including as-built drawings, operation and maintenance manuals, and other records as referenced herein.

- (D) Submittal by the Contractor of the Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion and Warranties.
- (E) Closeout of any and all permits issued to the Contractor by the City or any other agency for the work included in the project.
- (F) Submittal by the Contractor of an Environmental Protection Agency (EPA) Stormwater Pollution Prevention Plan (SWPPP) Notice of Termination (if applicable).

SECTION 104: SCOPE OF WORK

104.1.1 General

REMOVE the last paragraph in its entirety and REPLACE with the following:

Unless otherwise specified in the special provisions, the Contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including, but not limited to, dust and traffic control measures, and to perform all work involved in executing the contract in a satisfactory and workmanlike manner within the specified time.

The Contractor shall at all times during the continuance of the contract prosecute the work with such work force and equipment as is sufficient to complete the project within the time specified.

ADD the following:

The work shall conform to such other drawings relating thereto as may be furnished by the City prior to the opening of proposals, and to such drawings in the explanation of details or minor modifications as may be furnished from time to time during construction, including such minor modifications as the Director may consider necessary during the prosecution of the work.

Scaled dimensions shall not be used in the construction of the work.

All work, as identified in the contract documents, not specifically itemized in the bid schedule that are required for the construction, are to be considered incidental to the project bid amount.

104.1.3 Water Supply

ADD the following:

(A) The Contractor shall supply adequate, pure, cool drinking water with individual drinking cups for the use of employees on the project. The quality of drinking water shall meet the requirements specified by the Arizona State Department of Health.

(B) It shall be the responsibility of the Contractor to provide and maintain, at the Contractor's own expense, a supply of water sufficient for the needs of the project and to install and maintain necessary supply connections and piping for the same. Before final acceptance of the completed project, all temporary connections and piping installed by the Contractor shall be removed.

(C) The Contractor shall apply for a fire hydrant meter for all construction water used if the Contractor desires to obtain water from the City distribution system at any point. All contractors requesting construction water from the City must submit an application for a construction water meter to the Water Distribution

Department. A \$1,000 deposit will be required for hydrant meters. If construction water use occurs during the months of May through September the Contractor shall also include a dust abatement program. Potable water may not be allowed for dust abatement during these months. Potable water can be used to process embankment fill and base materials year round. However, contractors are encouraged to use treated effluent for construction activities. The City has two outlets for effluent, the Sundog Wastewater Treatment Plant and the Airport Wastewater Treatment Plant. The City will provide metered standpipes for effluent at both plants. The Contractor will be required to estimate daily and total potable/effluent water usage for the project as identified on the application for a construction water meter. The Contractor will be responsible for all costs associated with obtaining and delivering construction water.

104.1.4 Cleanup and Dust Control

ADD the following:

(A) Street Sweeping: The Contractor shall be responsible for sweeping the project no less than 4 times a week, or more as deemed necessary by the Engineer, to suppress dust, pick up dirt, soil, and construction debris so it does not travel to a water body or the City's storm drain system. A street sweeping plan documenting the frequency of sweeping, time and dates, route and type of sweeper that will be utilized shall be submitted to the City at the first preconstruction conference. The street sweeper shall be a mechanical sweeper with water applying equipment. No brooms, mechanical brooms mounted on drivable construction equipment or regenerative air sweepers will be accepted without prior approval from the City.

No measurement or payment will be made for street sweeping, unless otherwise provided for in the special provisions or proposal. The cost of street sweeping will be deemed incidental and the cost included in the proposal price for the construction operation to which dust control is incidental or appurtenant.

(B) Waste Disposal, Grading and Material Storage

(1) 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 owners(s) prior to disposing of any surplus materials, waste products, debris, etc., on private property, and shall also obtain the approval of the Director prior to such disposal.

(2) The Director will not approve the filling of ditches, washes, drainage ways, etc., which may in the Director's opinion create water control problems.

(3) The Director will not approve disposal operations, which will, in the Director's opinion, create unsightly and/or unsanitary nuisances.

(4) The Contractor shall maintain the disposal site(s) in a reasonable condition of appearance and safety during the construction period as required by the Director. Prior to final acceptance of the project, the Contractor shall have completed the leveling and cleanup of the disposal site(s) to the satisfaction of the Director.

(5) The Contractor shall obtain a grading permit or any other permit required by the City, Yavapai County or any other county, or State or Federal rules, regulations, laws, ordinances, or any other regulatory authority for all construction operations of the project, including but not limited to the following:

(a) Areas disturbed by the Contractor, including staging areas, borrow areas, waste areas, or material storage areas, located within the City limits that are subject to any requirements of the City Code, COP Land Development Code or COP General Engineering Standards, including but not limited to Section 6.7 – Site Disturbance, Grading and Restoration Standards; and Section 9.6 – Site Disturbance and Grading Permit, of the COP Land Development Code; Chapter 16-2: Drainage Regulations of the City Code; and Articles 2 and 3 of the COP General Engineering Standards;

(b) Areas outside of the City limits that are subject to the requirements of Yavapai County, Arizona Department of Transportation (ADOT), and/or Yavapai-Prescott Indian Tribe (YPIT) for any activities described herein;

(c) The disposal of waste material on private property dependent upon site specific conditions at the waste area(s) and characteristics of the fill in accordance with this section. The fees for a permit for this activity shall not be waived; said fees are incidental to the appropriate bid item(s);

(d) The staging or material storage area(s) that:

(i) Are not City owned property on the project, or

(ii) Require clearing or grubbing in excess of 10,000 square feet

Fees for a permit(s) for this activity shall not be waived; said costs are incidental to the appropriate bid item(s).

(e) Site disturbances for infrastructure improvements on City owned property not within the right-of-way for which the disturbance is greater than 50 cubic yards of material or in excess of 10,000 square feet. The associated fees for grading permits for this activity on City owned property shall be waived.

104.1.5 Final Cleaning Up

ADD the following:

Upon completion of construction and before final acceptance can be made by the Engineer, the Contractor shall clean up each individual construction area to the satisfaction of the Engineer. Small trees, weeds, and brush, which were removed as part of construction work, shall be removed from the project site and properly disposed of. All debris including but not limited to broken pipe, concrete and other construction debris shall be removed from the project site and properly disposed.

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. Restoration of incidental items impacted by construction activity shall be in any and all areas utilized by the Contractor in relation to the project. The Contractor shall restore each individual work site to grades existing before construction work. No separate payment will be made for restoration of items impacted by the Contractor’s construction operation and the cost of these items shall be included in the unit prices in the bid schedule.

104.2 ALTERATION OF WORK

ADD the following:

(A) Changes in the Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Director. All such work shall be executed under the conditions of the original contract except that any claim for extension of time and additional cost caused thereby shall be adjusted at the time of ordering such change or extra work.

Extra work shall be that work not indicated or detailed on the plans and not specified. Such work shall be governed by all applicable provisions on the contract document.

In giving instructions, the Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Director, and no claim for an addition to the total amount of the contract shall be valid unless so ordered.

It is mutually understood that it is inherent in the nature of municipal construction that some changes in the plans and specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the contract to recognize a normal and expected margin of change. The Director shall have the right to make such changes, from time to time, in the plans, in the character of the work, and in the termination of the completion of the work in the most satisfactory manner without invalidating the contract.

Any change ordered by the Director which involves installation of work essential to complete the Contract, but for which no basis of payment is provided for herein, said payment therefore shall be subject to agreement prior to said work being performed.

The prices agreed upon and any agreed upon adjustment in contract time shall be incorporated in the written order issued by the Director, which shall be written so as to indicate acceptance on the part of the Contractor as evidenced by the Contractor's signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the contract as it applies to the items in questions and make such arrangements as it may deem necessary to complete the work, or it may direct the Contractor to proceed with the items in question to be reimbursed pursuant to the unit prices in the Contractor's bid or on a force account basis as provided hereinafter, at the City's option.

(B) Claims for Extra Work: If the Contractor claims that any instructions involve extra cost under this contract, he shall give the Director written notice thereof within 48 hours after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for herein. No such claim shall be valid unless so made.

SECTION 105: CONTROL OF WORK

105.1 AUTHORITY OF THE ENGINEER

ADD the following:

All references to "the Engineer" shall mean the City Public Works Director.

105.2 PLANS AND SHOP DRAWINGS

ADD the following:

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

ADD the following subsection to 105.2 Plans and Shop Drawings:

105.2.1 Submittals

In ample time for each to serve its proper purpose and function, the Contractor shall submit to the Director such schedules, reports, drawings, lists, literature samples, instructions, directions, and guarantees as are specified or reasonably required for construction, operation, and maintenance of the facilities to be built and/or furnished under this contract.

Shop drawings and data shall be submitted to the Director in such number of copies as will allow him to retain 4 copies of each submittal. The submittal shall clearly indicate the specific area of the specifications or plans for which the submittal is made. The additional copies received by him will be returned to the Contractor's representative at the job site. The Director's notations of the action, which he has taken, will be noted on 1 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 plans and the fabrications furnished shall be in conformance with the same.

ADD the following subsection to 105.3 Conformity with Plans and Specifications:

105.3.1 Order of Work

When required by the contract documents, the Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for contract items of work and no additional compensation will be allowed therefore.

105.4 COORDINATION OF PLANS AND SPECIFICATIONS

ADD the following:

In the event of any doubt or question arising regarding the true meaning of these specifications, special provisions, or the plans, reference shall be made to the Engineer, whose decision thereon shall be final. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

The contract plans consist of general drawings. These indicate such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the contract plans shall be in writing. The contract plans shall be supplemented by such working or shop drawings prepared by the Contractor as are necessary to adequately control the work. No change shall be made by the Contractor in any working or shop drawing after it has been accepted by the Engineer.

The Contractor shall keep a copy of the contract documents, plans and specifications at the job site, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as a part thereof and the Engineer will furnish from time to time such additional drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

All authorized alterations affecting the requirements and information given on the accepted plans shall be in writing. No changes shall be made of any plan or drawing after the same has been accepted by the Engineer except by consent of the Engineer in writing.

105.5 COOPERATION OF CONTRACTOR

REMOVE the first paragraph in its entirety and REPLACE with the following:

1 set of approved plans and specifications shall be kept available on the work site at all times by the Contractor.

105.6 COOPERATION WITH UTILITIES

ADD the following:

Location of Underground Utilities

- (A) The Contractor shall contact Arizona 811 (formerly Arizona Blue Stake) within the time frame specified under Arizona law and request field location of underground utilities on public and private property. The Contractor shall employ private locating companies for private utilities not found by Arizona 811. At the time these locations have been marked and prior to the commencement of excavation within the affected area, the Contractor shall at the Contractor's expense manually determine the exact location of all buried facilities.
- (B) The Contractor shall notify all affected utilities prior to the start of construction and shall ascertain the location of the various underground utilities either shown on the plans and/or as may be brought to the Contractor's attention.
- (C) The Contractor shall perform all operations in accordance with Arizona 811.
- (D) Utility locations shown on the plans are approximate and based on drawings furnished by the respective utility. It shall be the Contractor's responsibility to protect all existing utilities. Should a utility conflict occur, the Contractor shall cooperate with the said utility to resolve the conflict. No claim for extra costs shall be made against the City for delays due to any utility conflict.
- (E) If performance of the Contractor's work is delayed because the utility owners fail to relocate or adjust their facilities in a timely manner, the Contractor may file for an extension of time. To receive consideration, this request shall contain specific information as to the nature of the delay and the actual loss of time involved.
- (F) The Contractor shall assume full responsibility for damage to all marked utilities due to the Contractor's operations and shall repair the damaged utilities in accordance with regulatory authority requirements at the Contractor's own expense.
- (G) Measurement and Payment: No separate measurement and payment shall be made for the location of underground utilities. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

105.8 CONSTRUCTION STAKES, LINES AND GRADES

ADD the following:

- (A) Construction staking shall be the responsibility of the Contractor. The control for the project is provided in the contract documents. The Contractor shall be held responsible for preservation of control monumentation. If any of the control monumentation have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them will be charged against him and will be deducted from the payment of work.
- (B) The Contractor shall not retain the Engineer of Record for construction staking due to conflict of interest.
- (C) Staking shall be performed and certified by a Registered Land Surveyor in good standing with the Arizona State Board of Technical Registration.
- (D) The staking shall be performed in such a manner and frequency that the Contractor is able to construct the project in accordance with the plans and specifications. At a minimum, staking shall include:
 - (1) Slope or limit stakes
 - (2) Limits of Temporary Construction Easements (TCE)
 - (3) Horizontal and vertical alignment of pipeline

- (4) Valves, tees, horizontal and vertical bends, blow offs, air release valves, tracer wire stations, water meters and hydrant locations
 - (5) Tank and appurtenances
 - (6) Electrical, instrumentation and control facilities, including, but not limited to, antennae pole
 - (7) Site improvements including, but not limited to, retaining walls, curbs, fencing, drainage, chain link fence enclosures, protection posts, gates, etc. The original grade of all retaining walls shall be surveyed and established prior to beginning any earthwork.
 - (8) Cross-sections will be required, at no additional expense to the City, should quantity disputes arise pertaining to the following: earthwork, subgrade, ABC or asphaltic concrete.
 - (9) Curb stakes at all PC's, PT's, vertical PI's (grade breaks), transitions to and from super elevated sections and at 50 foot intervals
 - (10) Blue tops for subgrade and ABC at intervals specified for curb. Quarter crown blue tops shall be required when the typical section is 4 lanes or more without median curb.
 - (11) Other staking as needed to complete the work in conformance with the plans and specifications.
- (E) The Engineer and the Contractor's superintendent shall meet monthly or as necessary to jointly measure all work items under the contract to determine pay quantities for each pay period. Quantities of work items shall be documented on the respective plan sheets and separately in tabular fashion with Station to Station measurements noted to assure there is no duplication of payment for work performed. Measurements will be for work actually completed. No projections for expected completion of work will be allowed.
- (F) All survey data will be referenced to the City Coordinate System in accordance with the City Survey Datum Requirements as noted below.

CITY OF PRESCOTT SURVEY DATUM REQUIREMENTS		
Coordinate Units		International Feet
Distance Units		International Feet
Height Units		International Feet
Datum		
Geodetic (Horizontal) Datum		North American Datum of 1983 (1992), (NAD83 (1992))
Coordinate System		Arizona Coordinate System (State Plane)
Zone		Central (0202)
Vertical Datum		North American Vertical Datum of 1988, (NAVD88)
Geoid Model		GEOID99 (Conus)
City of Prescott Coordinate System (COPCS) – Conversion from State Plane		
COPCS Northing		(State Plane Northing x 1.000329975) – 701,456.0090
COPCS Easting		(State Plane Easting x 1.000329975) + 69,457.2499
Note: Distances computed between COPCS coordinates approximate “ground” distances		
State Plane – Conversion from City of Prescott Coordinate System		
State Plane Northing		(COPCS Northing + 701,456.0090) x 0.999670134
State Plane Easting		(COPCS Easting – 69,457.2499) x 0.999670134
Example – City of Prescott Mingo Base		
Latitude		34°34'29.27969" N
Longitude		112°28'48.72638" W
Height		5587.018'
State Plane Coordinates		City of Prescott Coordinates
Northing	1,301,026.703	600,000.0000
Easting	530,367.742	600,000.0000
Elevation	5,673.561'	5,673.955'

(G) Measurement and Payment: The quantity of construction staking measured for payment shall be the lump sum bid by the Contractor. The contract unit price per lump sum paid for construction staking shall be full compensation for all labor, materials, and equipment to perform the construction staking as described in this section.

105.9 DUTIES OF INSPECTOR

ADD the following:

An inspector is to be assigned to the project by the City to monitor the project and to keep the Engineer informed as to the progress of the work and the manner in which it is being done. Additionally, the Inspector will call the Contractor's attention to any nonconformance with the plans and specifications. Inspection will be done on an as needed or on-call basis. The Inspector will not be authorized to approve or accept any portion of the work. The Inspector will exercise such additional authority only as may from time to time be delegated to him by the Engineer.

105.10 INSPECTION OF WORK

ADD the following:

Inspection is to be done by the City Public Works Department. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the specifications and contract. If the Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the part removed will be paid for as provided in Sections 104 and 105 of these specifications, but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense.

105.15 ACCEPTANCE

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Partial Acceptance: Partial acceptance may be given upon substantial completion of the work at the sole discretion of the Engineer as provided herein. After completion of certain units of work under this contract, such as a structure, utility service, or a section of road or pavement, including all testing and other preparation necessary for operation of the unit by the City as herein specified, but prior to final project completion, the Contractor may request the Engineer to make final inspection of that work for partial acceptance. If the Engineer finds, upon inspection, that the work has been satisfactorily completed in compliance with the contract, the Engineer may accept the work, in writing, as being completed and the Contractor may be relieved of further responsibility for that work. Such partial acceptance shall in no way void or alter any terms of the contract.

(1) For the purpose of this section, substantial completion shall mean that stage in the progress of the work where the work or designated portion is sufficiently complete in accordance with the contract documents so that the City can occupy or utilize the work for its intended use with only minor work items or cleanup items remaining to be accomplished. Partial acceptance shall not be given for incomplete major work items nor minor work items affecting public health and safety.

(2) The units to be included for partial acceptance prior to final project completion will be noted at the time of the preconstruction conference in accordance with Contractor's schedule, or by written notice to the Contractor at the earliest possible time.

(3) The guarantee period for these units shall commence with the date of final acceptance of the entire project by the City. Full payment for these units will not be made until final acceptance of the total work is made.

(4) Acceptance of any portion of the project prior to acceptance of the whole shall not be construed as absolving the Contractor of responsibility for any item of construction or incidental work included in the original contract.

(5) Contract time accounting and/or assessment of liquidated damages shall be suspended on the date of partial acceptance and the Contractor shall complete all remaining work items necessary for final acceptance within 30 calendar days of the date of partial acceptance. The City shall withhold release of retention until all items under the contract have been completed and final acceptance has been issued.

ADD the following subsection to Section 105- Control of Work:

105.16 RECORD DRAWING PREPARATION AND COORDINATION

(A) As-built field data collection and preparation of record drawings will be performed by the Engineer. The Contractor shall notify the Engineer as required in this section, provide access to the work, and cooperate with the Engineer to gather information to accurately depict the as-built conditions. During the construction phase and prior to any backfilling or covering and subsurface improvements, the Contractor shall notify the Engineer of Record and the Engineer of Record will survey the work for the purpose of record drawing preparation. As-built measurements and surveying shall be performed and certified by a Registered Land Surveyor in good standing with the Arizona State Board of Technical Registration. The Engineer shall supply all horizontal and vertical as-built data in ASCII format, including a northing, easting, elevation and description of all work completed under this contract. The Contractor shall aid the Engineer in determining and providing this information. As-built data shall include, but not be limited to all items noted below.

(1) Grading and Drainage Plans

- (a) Finished pad grades: An Average pad grade may be used if the pad is not flat. Pad elevations shall not exceed plus 0.5 feet tolerance (plus 0.2 feet if located adjacent to an existing development). Pad elevations shall not exceed minus 0.2 feet tolerance (0.1 feet if located in a floodplain or adjacent to a wash or channel).
- (b) Flow line elevations of channels
- (c) Hinge point elevations on all slopes and grade breaks
- (d) Percentage of all slopes, flow lines and channels
- (e) Catch basin grates elevation at top of grate
- (f) Inverts of storm drain lines and headwalls
- (g) As-built elevations shall be provided at all drainage control point (i.e. detention overflow point, tops and bottoms of detention basins, drain rims, valley gutters, curbs, curb openings, flow line elevations in swales, etc). As-built enough spot elevations to verify the design intentions are met (i.e. grade breaks, high/low points, scuppers, extreme outfall, etc). Show the direction of drainage flow to illustrate that design intent has been met.
- (h) Provide calculations to verify that actual as-built volume of all detention facilities included on the as-builts, as well as a table which compares the as-built volumes with the approved, required volumes indicated on the design drawings or in the approved drainage report
- (i) Detention calculations shall be revised to as-built condition by the Engineer of Record
- (j) Flow line elevations and/or pipe inverts, grate elevations for catch basins, underground detention storage tanks, and all other drainage structures
- (k) Top of flood walls, retaining walls, and cutoff walls
- (l) Stations, offsets, and invert elevations for spillways and box culverts
- (m) When storm drain lines and appurtenances are included in the grading and drainage drawings, the Contractor shall refer to the storm drain plan record drawing requirements for additional required items

(2) Water/Fire/Reclaimed Water Plans

- (a) All fittings and appurtenances shall be surveyed, including but not limited to the following: valves, bends, tees, reducers blow offs, air release valves, tracer wire stations, water meters, and hydrant locations.

- (i) Valves shall be measured on the nut and center of the cover. If extensions are used, the length of the extension shall be noted.
 - (ii) All fittings shall be measured at the middle of the fitting.
 - (iii) Air release valves shall be measured at the main connection, the air release box, and any major alignment changes between the two.
 - (b) Pipe sizes, lengths and materials
 - (c) Horizontal and vertical separation from existing and new utilities and drainage culverts/storm drain
 - (d) Street centerline station and offset dimension to:
 - (i) All fire hydrants and fittings (e.g. valves)
 - (ii) Main at all changes in alignment
 - (iii) All horizontal control points (e.g. centerline intersects, PC, PT)
 - (e) Centerline station and offset to each service tap; size of tap and meter
 - (f) Note centerline station, offset and elevations to all changes in vertical alignment (e.g. dips, bends, etc. required to avoid conflicts with other utilities). If the water main continues in a straight horizontal and vertical alignment for more than 100 feet, the water main will be surveyed every 100 feet. Sufficient survey measurements shall be taken on horizontal and vertical curves to establish an accurate alignment.
 - (g) The drawings must clearly indicate the specific points of reference. No dimensioning from points of curvature or tangency is acceptable for record drawing purposes. In all cases where the pipeline is constructed within, or parallel in close proximity with the right-of-way, all stationing and dimensioning must be from the nearest appropriate monument line and monument line intersection.
 - (h) When water services are not installed perpendicular to the water main, both the location of the tap at the main and the distance of the meter set from the nearest side property line of the lot must be shown.
 - (i) On phased projects, the phase lines must be clearly shown on the key map and on the plan and profile sheets, and their locations clearly identifiable. Actual pipe end locations relative to phasing lines must be shown by dimensioning or stationing.
 - (j) A complete list of all materials installed and abandoned must be shown. The specific size and material type of each pipeline installed must be shown at every construction reference to that pipe. Any changes to the record drawing must be reflected on the materials list.
 - (k) Water tank and appurtenances
 - (i) Required information for water tanks include, but are not limited to finished floor elevations, footing elevations, inlets, outlets, drains and overflow locations.
 - (ii) Required information for site piping and appurtenances shall follow the requirements of this section.
 - (iii) Manufacturer detail drawings for tanks shall be supplied and sealed by a Registered Engineer.
- (3) Sewer Plans

- (a) The alignments of the main(s) including all horizontal and vertical curves. If the sewer main continues in a straight horizontal and vertical alignment for more than 100 feet, the sewer main shall be surveyed every 100 feet. Sufficient survey measurements shall be taken on horizontal and vertical curves to establish an accurate alignment.
- (b) All manholes, cleanouts, backwater valves, individual services, lift stations, and force main valves shall be surveyed. Structures shall have rim and invert elevations included.
- (c) Pipe sizes and lengths
- (d) Recalculated pipe slopes
- (e) All valves at lift stations and line or isolation valves on force mains shall be measured on the nut and the center of the cover or vault lid.
- (f) Separation from existing/newly installed water main and culverts
- (g) Street centerline station and offset dimension from street centerline to main at manholes
- (h) Sewer line stationing at centerline of each service tap at 90 degrees to main; if not installed at 90 degrees to main, station and offset to end of each service tap.
- (i) New manholes built on existing lines require showing its station from the nearest existing downstream manhole and its distance to the nearest existing upstream manhole.
- (j) Where construction begins with removal of an existing pipe plug or cleanout, 0+00 stationing always begins at the nearest existing downstream manhole. Pipe length measurement and stationing is always from the centerline of the downstream manhole to the centerline of the upstream manhole or cleanout. Do not give partial pipe lengths in plan or profile at match lines. Always indicate the distance between manholes or to cleanouts or pipe ends.
- (k) All as-built adjustments to manhole, cleanout and pipe information shall be shown on both plan and profile, and repeated on every sheet that refers to the same information.
- (l) A complete list of all materials installed and abandoned must be shown. The specific size and material type of each pipeline installed must be shown at every construction reference to that pipe. Any changes to the record drawing must be reflected on the materials list.
- (m) On phased projects, the phase lines must be clearly shown on the key map and on the plan and profile sheets- and their locations clearly identifiable. Actual pipe end locations relative to phasing lines must be shown by dimensioning or stationing.

(4) Paving/Roadway Construction Plans

- (a) Top of curb, flow line, and pavement centerline elevations at all grade breaks, Points of Tangency (PT), Points of Curvature (PC), Beginning Curb Return (BCR), and Ending Curb Return (ECR), valley gutters, spandrels at intersections, plus any other location necessary to adequately show drainage
- (b) Percentage of slope
- (c) ADA ramps including ramp slopes
- (d) Edge of pavement on rural road sections
- (e) Location of traffic signage, signals, poles and cabinets
- (f) Station for all grade breaks

- (g) Back of curb offset dimension at all changes in alignment
- (h) Survey monuments - as-built installation and provide the City Northing/Easting to the hundredth of 1 foot. For street monuments, provide top of monument as-built elevation in addition.
- (i) Distances from monument line to back/face of curb, edge of pavement, and sidewalk; show on plan view or typical detail for street section
- (j) Beginning and ending stations and elevations for all traffic calming devices
- (k) Stations, offsets, and invert elevations for spillways and box culverts
- (l) Flow line elevations and/or pipe inverts, grate elevations for catch basins, underground detention storage tanks, and all other drainage structures
- (5) Traffic Signal Plans
 - (a) Street centerline station and offset dimension to all fixture poles, cabinets, boxes, or other signal related furniture
 - (b) Horizontal location of conduit along with elevations to top of conduit
- (6) Signing and Striping Plans
 - (a) Street centerline station and offset dimension to all signage, painted arrows, wording, and symbols
 - (b) Face of curb dimensions to all striping
- (7) Storm Drain Plans
 - (a) Street centerline station and offset dimension to the main at all changes in alignment and/or changes in grade
 - (b) Street centerline station and offset dimension to all structures and changes in alignment
 - (c) Top and invert elevations for all structures
 - (d) Drainage pipe inverts
 - (e) Finish elevation for catch basins
 - (f) Invert elevations of box culverts
 - (g) Headwall data shall include top of wall/wingwall, footing elevations, inverts, and apron boundaries whether concrete or rip-rap
 - (h) Length of catch basin wings
 - (i) Drainage ditches, swales, and channels; the flow line and sufficient cross sections (minimum of 50 foot intervals) including grade changes, shall be provided
- (8) Landscaping
 - (a) Revise as needed to reflect the addition, removal, relocation or change of irrigation main lines, plant materials or hardscape
- (9) Street Light Plans
 - (a) Record drawings for street lights are required to have the Arizona Public Service (APS) ID number of each street light noted on the plan

(b) Street centerline stationing and offsets for street lights

(B) Prior to backfilling or covering any work, the Contractor shall notify the Engineer 48 hours in advance in writing for the item of work. The minimum 48 hours notice time shall not include weekends or holidays. The notification shall be via e-mail to both the City and the Engineer.

(C) The Contractor must provide access for the Engineer to verify all as-built information prior to backfilling or covering. The Contractor shall not backfill or cover an item of work until verification has been completed by the Engineer. If the Contractor backfills or covers an item of work prior to being measured or recorded by the Engineer, the Contractor at the direction of the Engineer shall uncover the item of work at no additional cost to the City.

(D) The Contractor shall maintain on site, available to the City and Engineer at all times, 1 redlined copy of all project plans and documents including drawings, specifications, addenda, approved shop drawings, and change orders which reflect all changes and modifications made during construction of the project. The redline copy shall be updated on a weekly basis in preparation for the weekly as-built field meeting. The Contractor shall maintain the plans and documents in good order and shall provide the Engineer with a redlined copy of all plans and documents upon completion of the project or upon termination of the contract.

(E) Weekly field meetings with the Contractor, Engineer and City shall occur to review as-built information for conformance with the specifications. The Contractor shall provide the Engineer with a schedule of work items to be constructed in the upcoming 30 day period, including approximate dates of installation prior to backfilling or covering. The Contractor field redlines will be reviewed for notation of changes in the work. Missing, erroneous or deficient data must be corrected by the Contractor at no additional cost to the City.

(F) Measurement and Payment: No separate measurement and payment shall be made for record drawing preparation and coordination. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

SECTION 106: CONTROL OF MATERIALS

106.1 SOURCE OF MATERIALS AND QUALITY

ADD the following:

The Contractor shall submit in writing all materials to be used in the project in accordance with ADOT Specifications 106 and 730-4.

Where equipment, materials, or articles are referred to in the specifications as “or equal”, or “equal to” any particular standard, the Director shall decide the question of equality.

Wherever any standard published specification is referred to, the latest edition or revision, including all contract amendments, shall be used unless otherwise specified. Materials of a general description shall be the best of their several kinds, free from defects, and adapted to the use for which provided. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials (ASTM), where applicable. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted.

All work shall be done and completed in a thorough, workmanlike manner notwithstanding any omission from these specifications or from the plans; and it shall be the duty of the Contractor to call the Director's attention to apparent errors or omissions and request instructions before proceeding with the work. The

Director may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original specifications or plans.

Materials which will require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection.

Nothing in the contract shall be construed as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the City upon being so attached or affixed and accepted.

106.2 SAMPLES AND TESTS OF MATERIALS

REMOVE the second paragraph in its entirety and REPLACE with the following:

The City will pay for the initial or normal test required by the Engineer as provided by Section 106.9 of these specifications. All Quality Control initial or normal testing will be performed by the Contractor's Quality Control subcontractor, at no cost to the City. Additional tests, required due to failure of the initial or normal test(s), shall be paid for by the Contractor for both Quality Control and Quality Assurance testing. The Engineer will designate the laboratory which will accomplish the additional test(s).

106.4 TRADE NAMES AND SUBSTITUTIONS

ADD the following:

Requests relative to substitutions for materials or equipment specifically designated on the plans or in the specifications shall be accompanied by complete data on which the Director can make determination on the merits of the proposed substitution. The written request shall state how the product proposed for a substitution compares with or differs from the designated product in composition, size, arrangement, performance, etc., and in addition, the request shall be accompanied by documentary evidence of equality in price and delivery or evidence of difference in price and delivery. Data on price shall be in the form of certified quotations from suppliers of both the designated and proposed items. All items accepted for substitution shall be subject to all applicable provisions of the specifications.

Should substitution be allowed under the foregoing provisions, and should the item subsequently prove to be defective or otherwise unsatisfactory for the service for which it was intended, the Contractor, shall without cost to the City, and without obligation on the part of the Director, replace the item with the material originally specified.

106.5 STORAGE OF MATERIALS

ADD the following:

Protection of materials and equipment stored on the site shall be the responsibility of the Contractor. The City reserves the right to direct the Contractor to provide proper means of protection for materials if such is deemed advisable by the Director; however, the exercise of or failure to exercise this right shall not be deemed to relieve the Contractor of the Contractor's primary responsibility for protecting the material and equipment. The Contractor shall provide suitable warehouses or other adequate means of protection for such if the materials and equipment require storage and protection. The Contractor shall store and care for the materials and equipment in the most suitable manner to protect them from distortion, rain, dust, or other damage. The cost of replacing any material or equipment damaged in storage shall be borne by the Contractor, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve the Contractor of the Contractor's primary responsibility.

No motor shall be left uncovered or unprotected.

ADD the following subsection to Section 106- Control of Materials:

106.9 QUALITY ACCEPTANCE TESTING

- (A) The Engineer may provide quality acceptance sampling and testing. The number of tests and location of each shall be determined by the Engineer.
- (B) The Contractor and the Engineer's representative shall coordinate on a daily basis the following day's work schedule and any testing that may be necessary.
- (C) Construction quality acceptance testing performed by the City 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.
- (D) Measurement and Payment: No separate payment shall be made for Contractor Quality Control. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items. An independent geotechnical firm shall perform all quality control testing. The Contractor shall furnish copies of all test results to the City on a weekly basis.

The expense of the initial quality acceptance sampling and testing shall be paid for by the City. Additional tests, required due to failure of the initial or normal test(s), shall be paid for by the Contractor for both Quality Control and Quality Assurance testing at no expense to the City. The Engineer will designate the laboratory which will accomplish the additional test(s).

SECTION 107: LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

ADD the following subsection to 107.1 Compliance with Laws:

107.1.1 Compliance with Federal and State Laws

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with 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, the Contractor hereby warrants to the City that the Contractor and each of its 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 Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the subcontractors to ensure compliance with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any of the subcontractors 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 (A).

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by building or transportation facility or improvement to real property.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.2 Employment Provisions

Subject to existing law, and regulations, illegal or undocumented aliens will not be employed by the Contractor for any work or services to be performed pursuant to this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract. The Contractor agrees to comply with the provisions of Sections 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C. 1324a(a)(1)(A) and 1324a(a)(2)) (the “INA employment provisions”), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented aliens. Under the terms of this agreement, the Contractor shall not knowingly hire or employ for any work performed pursuant to this contract any workers or employees not lawfully authorized to work under the provisions of the Immigration and Nationality Act or any other applicable Federal or State laws. Violation of the provisions of this section shall be deemed a material breach of this contract.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.3 Independent Contractor Status

It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.4 Nondiscrimination

The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited

by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.5 Americans with Disabilities Act

The Contractor shall comply with all Federal, State and local nondiscrimination statutes in the operation, implementation and delivery of, including State and Federal civil rights and disabilities laws. In particular the Contractor shall ensure that the City's obligations for program, facility and service accessibility in Title II of the Americans with Disabilities Act are complied with in all activities arising under this contract, and shall hold harmless the City for any and all loss, including but not limited to damages, costs or expenses, incurred or arising from any alleged violations of the Americans with Disabilities Act under the auspices of this contract unless resulting from an intentional or actual negligent act of the City and its employees. Failure to comply with the nondiscrimination or accessibility requirements herein shall be construed as nonperformance and may result in termination of funding, civil action or both.

ADD the following subsection to 107.2 Permits:

107.2.1 Permits, Taxes and Licenses

Except as otherwise provided in the specifications, it is the duty of the Contractor to procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. All applicable permits, licenses and taxes are the responsibility of the Contractor.

City permit fees are waived for contractors performing work on City capital improvement projects.

107.5 SAFETY, HEALTH AND SANITATION PROVISIONS

REMOVE the first paragraph in its entirety and REPLACE with the following;

The Contractor shall provide and maintain, in a neat and sanitary condition, suitable and adequate sanitary conveniences for the use of all persons employed on the project. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the project, all such sanitary conveniences shall be removed and the premises left in a sanitary condition.

On all projects, with respect to sanitation facilities, for which Federal funds are allocated, the Contractor shall cooperate with and follow directions of representatives of the Public Health Service and the Arizona State Department of Health. Federal, State and County public health service representatives shall have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

ADD the following:

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

At least 1 fire extinguisher, rated at least 2A, shall be provided on the job site.

All construction hoists, elevators, scaffolds, stages, 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.

Machinery, equipment and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Administration.

First aid facilities and information posters conforming at least to the minimum requirements of the Occupational Safety and Health Administration shall be provided in a readily accessible location or locations.

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 make all reports as are, or may be, required by the Engineer or any authority having jurisdiction, and permit all safety inspections of the work being performed under this contract. Before proceeding with any construction work, the Contractor shall take all the necessary action to comply with all provisions for safety and accident prevention. In the event the Contractor fails to comply with said safety provisions or directions of the Engineer, the Engineer without prejudice to any other rights of the City, may issue an order stopping all or any part of the work.

Thereafter, a start order for resumption of the work may be issued at the discretion of the Engineer when in the Engineer's opinion the defection from safety requirements has been corrected. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

107.6 PUBLIC CONVENIENCE AND SAFETY

ADD the following:

(A) Maintenance of Traffic

(1) Unless otherwise provided, streets and roads subjected to interference by the prosecution of work shall be kept open to all traffic and maintained by the Contractor until the work is complete. When so requested by the Contractor and approved by the Engineer, the Contractor may by-pass traffic over an approved detour route. Regardless of whether it is through or local traffic, the Contractor shall keep the portion of the project being used by traffic in such condition that traffic will be adequately accommodated. A City approved traffic control plan and right-of-way permit is required prior to the detour.

(2) The Contractor shall also provide and maintain in a safe condition temporary approaches or crossings, intersections with trails, roads, streets, businesses, parking lots, driveways residences, garages and farms. The Contractor shall also be required to remove snow as directed by the Engineer.

(3) Before any detour is opened to traffic, the Engineer shall have been satisfied that traffic is able to proceed in a safe manner.

(4) The Contractor shall bear all expense of maintaining traffic over the road being improved as well as constructing, maintaining and subsequently removing the Contractor requested detours, approaches, crossings, intersections and other features as may be necessary without any direct compensation.

(5) Except as otherwise shown or specified, off-site access roads shall be adequately maintained, graded-earth roads. Such roads shall be built only in the public right-of-way or easements obtained by the City. If the Contractor elects to build along some other alignment, he shall obtain, without additional cost to the City, the necessary right-of-ways or easements.

(6) The Contractor shall remove all unnecessary signage from the project area daily. If unnecessary signage is left, the City will contact the Contractor to remove it immediately. If the Contractor fails to remove the signage in a timely manner, the City will remove the signage at the Contractor's expense.

(7) Sidewalks shall be maintained to allow pedestrian foot traffic without obstruction. If a sidewalk must be closed, the Contractor shall maintain adequate prior warning for pedestrians to safely cross the street with as much advance notice as possible. Where sidewalk is not present, a City approved pedestrian detour shall be provided.

(B) Access to Businesses/Residences

(1) The Contractor shall provide to all residents and businesses affected by the project, access to 1 of their driveways at all times except as modified by the following: If the 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. The Contractor shall provide the Engineer with signed evidence of a mutually accepted agreement between the property owner/business manager/residential manager and the Contractor prior to said closure.

(2) Direct access shall be provided at all times to fire engine houses, fire hydrants, hospitals, police stations and at all other agencies or services where emergencies may require immediate access to same.

(C) Safety

(1) The safety and convenience of the general public and the residents along the project and the protection of persons and property shall be provided for by the Contractor in accordance with the requirements of this contract.

(2) The Contractor shall submit a safety plan to the Engineer at the preconstruction conference. The plan shall detail the procedures the Contractor will implement to satisfy the Occupational Safety and Health Administration (OSHA) and the Arizona Division of Occupational Safety and Health (ADOSH) Guidelines related to the worker as well as public safety in construction of excavations, structures and confined air spaces as identified by the Engineer. The Contractor's safety plan shall include the requirement that all workers and visitors must wear hard hats while within the project limits.

(3) The safety plan submitted by the Contractor shall include proposed methods to prevent unauthorized persons from gaining access to the work areas.

(4) In conjunction with the safety plan, the Contractor shall furnish and install 72 inch temporary chain link fencing, or approved equal satisfactory to the Engineer, around any unattended excavation deeper than 4 feet with slopes steeper than 2:1. Temporary fencing shall completely enclose the referenced construction activity and shall be secured after normal working hours to prevent unauthorized access.

(5) Unless otherwise approved in writing by the Engineer, open utility trenches shall be limited to 50 feet in length except for cast-in-place pipe installations and during non-working hours shall be covered with steel plate in a manner satisfactory to the Engineer. Appropriate warning signs shall be installed when steel plates are left during non-work hours. Any traffic control signing shall be included in the traffic control line item(s) for the project.

107.6.1.1 Contractor's Marshaling Yard when the Agency is the Contracting Party:

ADD the following to item (F):

The Contractor will be fully and solely responsible for any and all adverse impacts and damages caused by the Contractor's operations on the property and the settlement of all claims pertaining thereto. The failure of the Contractor to comply with these provisions will result in the retention of some portion of the Contractor funds, payable under the contract, until such claims are resolved.

107.6.2

ADD the following:

In inhabited areas, particularly residential, operations shall be performed in a manner to minimize unnecessary noise generation. Particular consideration shall be given to noise generated by construction, repair and/or service activities during the night hours in residential areas. No construction, repair or service activities shall be conducted between the hours of 6:00 PM and 7:00 AM, without prior approval of the City.

107.7 BARRICADES AND WARNING SIGNS

ADD the following:

Excavations on project sites from which the public is to be excluded shall be marked or guarded in a manner appropriate for the hazard.

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 agents.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

ADD the following to the first paragraph:

Any land monuments and property marks displaced by the Contractor shall be replaced at the Contractor's expense in accordance with Section 405 of these specifications and to the City Surveyor's satisfaction, including filing of new record of survey if monuments could not be reestablished to pre-project conditions.

ADD the following:

The Contractor shall replace or repair any damage done to driveways and walks to not less than the condition existing prior to the Contractor's work.

Streets and roads subjected to interference by the prosecution of this work shall be kept open and maintained by the Contractor until the work is completed.

All trees and shrubbery within the right-of-way or easements shall be protected by the Contractor insofar as practicable. In the event shrubbery or trees must be trimmed, or removed, the Contractor shall notify the property owner to do so within a reasonable time prior to construction. All shrubbery or trees not removed by the property owner shall be trimmed or removed by the Contractor and hauled from the job at the Contractor's expense. All trees, shrubs, hedges, brush, etc. designated on the plans, or by the Director for removal, shall be completely removed and disposed of as indicated on the plans or as specified by the Director.

The Contractor shall contact the owners of any drainage ditches, irrigation lines, and appurtenances, which interfere with the work and shall make arrangements for dry-up or scheduling of water deliveries as necessary. The Contractor shall be liable for any damage due to irrigation facilities damaged by the Contractor's operations and shall repair such damaged facilities to an "equal or better than" original condition.

In excavation, fill, and grading operations, care shall be taken to disturb the pre-existing drainage pattern as little as possible. Particular care shall be taken not to direct drainage water onto private property or into streets or drainage ways inadequate for the increased flow.

Mailboxes and traffic signs removed during construction shall be installed in “like kind” and shall be considered incidental to the unit prices for work included in the bid schedule, provided they are not in the bid schedule.

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

Measurement and Payment: No separate payment will be made for restoration of items impacted by the Contractor’s construction operation and the cost of these items shall be included in the unit bid prices in the bid schedule, unless specifically called out in the bid schedule as protection and restoration of property and landscape.

107.10 CONTRACTOR’S RESPONSIBILITY FOR WORK

ADD the following:

(A) The Director shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the contract. The Contractor shall immediately comply with the written order of the Director to suspend work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as reviewed and accepted in writing by the Director.

(B) In case of suspension of work for any cause whatsoever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

(C) If the performance of all or any portion of the work is suspended or delayed by the Director in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Director, in writing, a request for an adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(D) Upon receipt, the Director will evaluate the Contractor’s request. If the Director agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Director will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Director’s determination whether or not an adjustment of the contract is warranted. In the event an adjustment of the contract is warranted a contract amendment shall be executed by both parties evidencing mutual agreement to same.

(E) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time limits prescribed.

(F) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

Add the following subsection to 107.13 Personal Liability of Public Officials:

107.13.1 Non-Responsibility of the City

Indebtedness incurred for any cause in connection with this work must be paid by the Contractor, and the City is hereby relieved at all times from any indebtedness or claim other than payments under terms of the contract.

ADD the following subsection to Section 107- Legal Regulations and Responsibility to Public:

107.15 PUBLIC RELATIONS

107.15.1 Public Notice

Unless otherwise directed, the Contractor shall issue written notification to those residents affected by the project. The notification shall contain, at a minimum: (1) Type of Work (2) Contractor Name, Phone Number and Point of Contact (3) Duration of Project (4) Date Project Commences (5) Description of the Project Site (6) Contractor's After-hours Point of Contact and Phone Number.

The Contractor is required to post public notification signs at all entrances to the project specifying the following information: (1) Project Name and Description (2) Construction Calendar (3) Contractor Name and Phone Number for both Day and Night (4) City Public Works (928) 777-1130.

The sign size and legend shall be appropriate for the intended purpose and be easily read. Sign background shall be blue with white letters. The sign size and legend content shall be approved by the Director prior to sign manufacture. All signs shall be posted prior to commencement of any work on the project. Signs will be removed by the Contractor upon final acceptance of the project. No direct payment shall be made for said signs. The cost of such signs shall be considered incidental to the project, unless otherwise noted.

107.15.2 Community Relations Organization

The Contractor shall be required to furnish a private telephone line to be used solely for receiving incoming calls from local citizens with questions or complaints concerning construction operations or procedures. The Contractor shall be required to publish this telephone number and maintain a 24 hour answering service. The answering service shall be manned by the Contractor's personnel during all hours during the course of construction that there is work being performed on the project. The Contractor shall maintain a log of incoming calls, responses, and action taken, which shall be submitted to the Engineer weekly and upon request.

The Contractor shall retain the services of a community relations organization for the project. The Contractor shall submit for approval, to the Engineer, the resume of the proposed community relations organization. Included in the resume shall be the names and credentials of the staff. The community relations organization shall be proactive and knowledgeable in the means and effectiveness of various notification techniques. The Engineer will rely on the organization's experience and suggestions in the presentation of information to the public. The Engineer will review the resume and possibly interview the organization. The Engineer will notify the Contractor within 10 calendar days of the acceptability of the community relations organization. Upon notification by the Engineer of an acceptable community relations organization, the Contractor shall hire the organization.

The community relations organization's activities shall include, but not necessarily be limited to:

- Printing and distribution of public notices
- Providing media news releases after review by the Engineer
- Planning and attending other public meetings as required by the Engineer
- Planning or otherwise participating in the dedication ceremonies as requested by the Engineer

- Possess the means for the development and fabrication of newsletters, notices, posters and demonstration boards
- Providing telephone “Hot Line” 24 hour service

The Contractor shall have a community relations organization on board prior to the preconstruction conference, a meeting in which the community relations organization will have an important participatory role.

The community relations organization shall develop a community relations program. The program shall include but not necessarily be limited to:

(A) Distributing a preconstruction information letter to all residents, businesses, schools and churches affected by the project or use of staging areas, and within an area determined by the Engineer, which shall contain, as a minimum, the following information:

- Name of contractor
- A 24 hour informational telephone number
- Brief description of project
- Names of project manager and superintendent (Contractor)
- Name of project engineer (Public Works Department)
- Construction schedule including anticipated work hours
- Traffic regulations including lane restrictions
- Time and place for the preconstruction conference. This notification shall be delivered a minimum of 5 working days prior to the meeting date.

(B) Holding a preconstruction community meeting with affected neighbors, businesses, schools, churches, etc., as directed by the Engineer.

(C) Scheduling and conducting progress meetings, as required, with the affected business tenants and property owners, as directed by the Engineer.

(D) Printing and mailing of public notices and/or newsletters, including a list of the names, addresses and receipt of postage or delivery for recipients of these newsletters and/or notifications.

(E) Holding other public meetings, as required by the Engineer.

(F) The community relations organization shall use the means (Items A through E) or others to inform the local citizens of operations which may create changes to the norm such as high noise levels, road closures, limited access, haul routes, changes to material delivery routes, unusual hours of construction, disruption of bus routes or changes to other passenger delivery/pick-up routes.

(G) Newsletters shall be distributed each month. A final draft shall be submitted to the Engineer for review and approval at least 2 days before the planned distribution. Each distribution area shall be approved by the Engineer. Each distribution shall include 1 electronic copy and 12 hard copies for the Engineer.

(H) The community relations organization shall keep daily personnel time logs which shall include the name of the employee, date of work, amount of time worked, description of work performed and project number.

Measurement and Payment: The bid schedule includes an allowance for public relations for the purpose of encumbering funds to cover the cost of public relation services. The amount of the allowance is determined

by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total bid for the project.

It shall be understood that this allowance item is an estimate only. The allowance shall not be used without approval of the Engineer, and in no case shall exceed the allowance.

Reimbursement for public relations shall be based on the community relations organization invoice cost, plus an allowable markup to the prime Contractor of 15 percent, for those services approved by the Engineer.

107.15.3 Publicity Releases

The Contractor and the Contractor's subcontractors and suppliers, if any, shall not reveal to others through literature, brochures, or other types of publicity releases any information regarding the work or the Contractor's activities or participation on the project without prior written approval from the Director. Any and all jobsite photographs taken by the Contractor, subcontractor or others must be processed in duplicate form with copies provided to the Director. No project photographs shall be released to others without prior written approval of the Director.

ADD the following subsection to Section 107- Legal Regulations and Responsibility to Public:

107.16 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

The project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) stormwater requirements for construction sites under the Environmental Protection Agency (EPA) delegation to ADEQ for the Construction General Permit for Arizona. The following specifications shall apply:

(A) General Requirements

The Contractor shall comply with AZPDES stormwater requirements for construction sites under the ADEQ Construction General Permit for Arizona. Under provisions of that permit, the Contractor shall be designated as permittee and shall be responsible for providing the necessary labor and materials, and for taking the appropriate measures to assure compliance with the AZPDES Construction General Permit for Arizona as well as other Federal, State and local requirements pertaining to stormwater discharges. As the permittee, the Contractor is responsible for completing, in a manner acceptable to ADEQ, all documents required by this regulation including the following:

- (1) The SWPPP shall be sealed by a professional engineer licensed in the State of Arizona.
- (2) The SWPPP for the project including certification form. The Contractor will be required to update and revise the SWPPP as necessary throughout the construction of the project in order to assure compliance with ADEQ permit requirements. The completed SWPPP shall be kept on the project site at all times during construction of the project.
- (3) Notice of Intent (NOI) to be covered by AZPDES Construction General Permit for Arizona including certification of signature.
- (4) Notice of Termination (NOT) of coverage under AZPDES Construction General Permit for Arizona (upon project completion).

ADEQ's website <http://www.azdeq.gov/node/524> provides guidance for NOI submittal and SWPPP templates.

(B) Submittals

(1) Preliminary copies of the NOI and SWPPP shall be submitted to the Engineer at the time of the preconstruction conference. Any necessary revisions to the SWPPP shall be subject to review by the Engineer, before submitting to ADEQ.

(2) The Contractor shall submit completed, signed NOI forms to ADEQ at least 48 hours prior to the initial start of construction on the project. The completed, signed NOI form shall be submitted to ADEQ.

(3) Failure by the Contractor (or any of its appropriate subcontractors) to submit the NOI forms within the required time frame shall result in delay of the start of construction. Any delay resulting from the Contractor failing to fulfill these requirements shall not extend the completion date of the contract unless authorized by the City. The Contractor shall submit a completed copy of the NOI prior to Notice to Proceed. A copy of the completed NOI shall be posted on the construction site and a copy of the SWPPP shall be kept on the construction site.

(C) Contractor Responsibilities

(1) It is the Contractor's responsibility to perform inspection of all stormwater pollution control devices on the project as required under the AZPDES Construction General Permit for Arizona.

The Contractor shall prepare reports on these inspections and retain these reports for a period of 3 years following project completion as required under the AZPDES Construction General Permit for Arizona. Inspection reports shall be submitted monthly to the contracting agency along with payment requests. The Contractor shall maintain all stormwater pollution control devices on the project in proper working order, including cleaning and/or repair during the duration of the project.

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

(D) Upon total project completion, acceptance, and de-mobilization, the Contractor shall submit a completed, signed NOT form to ADEQ with copies to the same agencies who received copies of the NOI, thereby terminating all AZPDES permit coverage for the project.

Measurement and Payment: Payment shall be at the lump sum unit price bid in the contract documents for all material, labor, and other incidental costs relating to the provision, installation, and maintenance of items relating to this permit during project construction. Such incidental costs shall include the Contractor's costs in order to assure proper operation of the pollution-control devices installed including all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events or other runoff or releases on the project.

SECTION 108: COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED

ADD the following to item (A):

(1) The Contractor shall not work on any part of the project or incur any expenses or obligations until a Notice to Proceed has been issued by the City.

(2) The Notice to Proceed will be delivered to the Contractor by first class mail, electronically and/or delivered in person.

108.2 SUBLETTING OF CONTRACT

REMOVE item (E) in its entirety and REPLACE with the following:

(E) The Contractor shall perform more than 40 percent of the dollar value of the work (by total contract amount) involved in the project with the Contractor's own forces. Total subcontracted amounts shall be limited to less than 60 percent of the dollar value of the work (by the total contract amount). For purposes of this requirement, materials purchased directly from suppliers and installed by the Contractor's own forces shall be included in the Contractor's total and materials installed by subcontractors, regardless of who originally purchased them, will be included in the subcontractor's totals.

ADD the following:

(F) All subcontractors and purchase orders for equipment shall state and establish guaranteed delivery dates, at such times as determined by the Contractor, which will allow the Contractor to complete the project within the contract time.

(G) The Contractor shall furnish the Subcontractors List form with the Contractor's bid including the estimated amount of each subcontract. Additionally, a duplicate copy of each subcontract, including lower tier subcontracts, shall be delivered to the Director upon award of the project and prior to the issuance of the Notice to Proceed.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

ADD the following:

At the preconstruction conference the Contractor shall submit for review by the Engineer a complete construction schedule. The Engineer reserves the right to reject construction schedule submittals when in the Engineer's opinion the schedule lacks the proper detail. It shall be the responsibility of the Contractor to maintain overall coordination of the project. Based on the general contract construction schedule prepared in accordance with these specifications, the Contractor shall obtain from each of the Contractor's subcontractors a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating changes necessitated by unforeseen difficulties.

(A) The construction schedule shall indicate the time of starting and completing each major phase of the project and such intermediate phases as will serve for well-defined control points. The schedule shall be of sufficient detail to define the critical path for project completion. It shall also indicate the scheduled receipt of major items of equipment and the items of equipment installation dates of which is critical to the scheduled progress of the project. Two week look-ahead schedules will be provided by the Contractor at each weekly construction meeting. The comprehensive project schedule shall be updated and submitted monthly. Such updates shall include and accurately reflect additional work, changes in the work, delays to individual items of work and reasons therefore along with the extent of delay and any other items affecting the progress of the project.

(B) Failure by the Contractor to provide the weekly and monthly updates will result in the City withholding an amount equal to 5 percent of the monthly pay estimate relative to the billing period in which the schedule updates are to be provided. Said 5 percent withholding will be retained by the City until the required schedule updates are submitted by the Contractor, reviewed by the City and found to be current. When the schedule updates are determined to be in conformance with the provisions herein the 5 percent retainer will be released with the next monthly payment.

(C) The construction schedule shall serve as an index of progress prosecution as contemplated by the Contractor. In the event the actual construction progress varies substantially from the scheduled progress, the

Engineer will require and the Contractor shall be required, within 10 calendar days written notice, to provide a revised construction schedule, giving in detail the particular changes in production as estimated by the Contractor to complete the work within the specified contract time. Time is of the essence in this regard.

ADD the following subsection to 108.4 Contractor's Construction Schedule:

108.4.1 Project Meetings

(A) It shall be the responsibility of the Contractor to conduct weekly meetings to be attended by representatives of subcontractors, utilities, the City and other interested parties for the purpose of keeping the project on schedule and to provide for necessary coordination of the work of the various parties. The Contractor shall take minutes at each meeting for distribution to all attendees the following week. The minutes shall be of sufficient detail to accurately recount the meeting discussion, including but not limited to progress, work schedule, submittals and certifications, utilities, construction issues, contract changes, safety and traffic control, action items, and resolved and unresolved issues.

(B) Additionally the Contractor shall furnish the Director with written weekly project status reports at the beginning of each weekly project meeting. The report shall cover the work of the preceding work week and shall include the following for each week:

- (1) A comprehensive daily list of the Contractor's men and equipment performing the work on the jobsite.
- (2) A comprehensive daily list of the Contractor's subcontractor's men and equipment, if any, performing the work on the jobsite.
- (3) A brief description of the work performed by the Contractor and Contractor's subcontractors, if any.
- (4) The estimated percentage of each portion of the work performed for the period together with the total percentage of each portion of the work performed to the date of the report.
- (5) A detailed summary of each work stoppage, if any, occasioned by the City, other contractors, or other designated reasons, which were beyond the Contractor's control.
- (6) Comments or exceptions to prior weekly meeting minutes shall be addressed at each subsequent construction meeting.

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME

ADD the following:

It is the Contractor's responsibility to establish construction methods and a construction schedule, which will facilitate the completion of work required by this contract within the contract period and with full consideration for the season during which the work is scheduled. Judgment as to hazardous conditions shall be made by the Director.

To receive consideration for an extension of time, a request must be made in writing to the Director stating the reason for said request, and such request must be received by the Director as soon as reasonably practicable when the Contractor has knowledge or should have known of the delay causing event, condition or circumstances, but in no event later than immediately following the end of the delay-causing condition. The extension of time allowed shall be as determined by the Director and approved by the City. In setting the contract time, it has been assumed that up to 5 working days may be lost as a result of weather conditions which will slow down the normal progress of work; therefore no extensions in contract time will be allowed for the first 5 working days lost due to bad weather conditions. An extension of time may be granted by the City after the expiration of the time originally fixed in the contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.

Any extension of time shall not release the sureties upon any bond required under the contract. Extensions of time in and of themselves will not be a basis for a request of additional compensation by the Contractor.

Any delays in the project, or extensions of time which may be granted, shall not entitle the Contractor to any additional compensation or monies whatsoever, including but not limited to compensation for loss of anticipated profits, extended overhead, unabsorbed home office overhead, or any other payments, unless expressly agreed to by the City in a duly executed and approved contract amendment.

108.8 GUARANTEE AND WARRANTY PROVISIONS

REMOVE the first paragraph in its entirety and REPLACE with the following:

The Contractor shall guarantee the work against defective workmanship and materials for a period of 2 years from the date of its final acceptance under the contract, ordinary wear and tear and unusual abuse or neglect excepted.

During the 2 year guarantee period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within 5 calendar days after written notice by the City, it is agreed that the City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor.

108.10 FORFEITURE AND DEFAULT ON CONTRACT

ADD the following:

In accordance with Section 109 of these specifications, if the Contractor fails, neglects, or refuses to perform work tasks necessary for the completion of the total job; replace defective work; to repair or resurface, in a manner that is acceptable to the City and Engineer, public right-of-ways disturbed by the Contractor's work which are a nuisance, hazard, 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 3 calendar 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 and Engineer, the City will proceed to have the work accomplished by others or by itself and deduct the costs thereof from amounts due to the Contractor.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

108.11 TERMINATION OF CONTRACT

ADD the following:

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

SECTION 109: MEASUREMENTS AND PAYMENTS

109.2 SCOPE OF PAYMENT

ADD the following:

The Contractor shall maintain any and all documentation to substantiate all costs on the project, including but not limited to those items included in force account computations, computations reflecting the actual cost of work on the project and computations substantiating any claimed increases or additional costs incurred in the project by the Contractor, and shall make those records available to the City (or provide copies thereof to the City) within 24 hours of request by the City. The failure of the Contractor to maintain and produce the foregoing documentation will preclude the Contractor from being entitled to any additional payments for any additional work in question.

109.4 COMPENSATION FOR ALTERATION OF WORK

ADD the following:

New or additional work will be classed as extra work when determined by the Director that such work is not covered by the contract.

The value of such work or change shall be determined and paid for with a contract amendment in one of the following ways according to the contract amendment procedure set down by the Public Works Department, and at the option of the City:

- (A) As may be mutually agreed upon by the City and the Contractor.
- (B) By unit prices in accordance with the Contractor's bid.
- (C) By lump sum based upon the Contractor's estimate and the Director's review and acceptance of the estimate.
- (D) By force account in accordance with the requirements of that section.
- (E) The Contractor shall do such extra work and furnish material and equipment therefore upon receipt of an accepted contract amendment or other written order of the Director. In no case shall work be undertaken without written notice from the Director to proceed with the work. In absence of such contract amendment or other written order of the Director, the Contractor shall not be entitled to payment for any extra work. All contract amendments must be approved by the Director. Contract amendments over \$25,000.00 must be approved by City Council.
- (F) In the event that the Contractor and the City cannot agree on the compensation to be paid to the Contractor prior to the issuance of a contract amendment, then and in that event the City has the option of terminating the contract with the Contractor or directing the Contractor to proceed and to receive compensation pursuant to the force account provisions herein. In the event that this contract is terminated by the City pursuant to this subsection, the Contractor shall only be paid for those services performed to date of the City's Notice of Termination, said payment to be based upon the unit prices as set forth in the Contractor's bid. In no event shall the Contractor be entitled to additional compensation for lost profits, mobilization or de-mobilization costs, loss of anticipated profits, extended overhead, unabsorbed home office overhead, or any other payments other than for work actually performed as based upon unit prices. In the event that there are no unit prices pertaining to work in question, then and in that event the Contractor's compensation for early termination pursuant to this subsection shall be based upon force account as here-in-before described.
- (G) It is expressly agreed that in the event of a contract amendment, any compensation due the Contractor shall be set forth in the contract amendment, and shall be considered full and complete payment (if any) for any and all work related costs, including but not limited to labor, materials, equipment, supervision, field office overhead, extended home office overhead, unabsorbed home office overhead, taxes, bonds, insurance and profits. Additionally, the Contractor shall not be entitled to any additional compensation based upon a contract amendment (or the accumulation of contract amendments) unless specifically set forth in that contract amendment.

(H) In the event that the Contractor submits a proposed contract amendment, the Director shall have 10 days after receipt of the Contractor's written proposed contract amendment to either accept or agree to the contract amendment under the above provisions or deny such proposed contract amendment. If necessary to assess the proper purpose and function of a Contractor's proposed contract amendment, because of the proposed contract amendment's complexity or scope, the Director may either accept and agree to the contract amendment or deny such proposed contract amendment under the above provisions beyond such 10 day period and for an additional reasonable period commensurate with the nature of the proposed contract amendment. The failure of any party to take any action within the time periods or in the manner specified in the subparagraph shall be deemed a waiver of that party's right to recover for such delay in acting.

109.5 ACTUAL COST WORK

ADD the following:

The basis of payment for construction of the project shall be unit prices for all work actually performed in accordance with the specifications and scope of work, and shall include all labor and materials incorporated in the completed work.

Upon final inspection and acceptance of the work, the City will pay the Contractor the amount earned under the Contract, as provided herein.

ADD the following subsection to 109.5 Actual Cost Work:

109.5.8 Force Account

The compensation for force account work performed by the Contractor shall be approved by the Director in the following manner:

(A) Labor: The Contractor shall provide monthly certified payroll reports for all labor and for foremen in direct charge of the specific operations. The Contractor will be compensated as follows:

- (1) The actual cost of wages paid by him but at rates not to exceed those for comparable labor currently employed on the project as determined by the Director.
- (2) The actual cost of social security taxes and unemployment compensation insurance. There will be no payment for fringe benefits unless mandated by Federal law on federally funded projects.
- (3) An amount equal to 15 percent of the actual cost of wages and other costs listed above to cover the Contractor's profit and overhead.
- (4) In case work is performed by a subcontractor, the said 15 percent will be added only once to the actual cost of the work, however, the Contractor may add 5 percent to the subcontractor's price to cover the Contractor's own overhead and supervision.

(B) Tools and Equipment: For any special or heavy equipment, the use of which has been authorized by the Director, except for small tools and manual equipment, the Contractor shall be reimbursed the actual cost of rental, not to exceed the latest Rental Rate Blue Book for Construction Equipment. In the event that any of the equipment to be used is not shown in said schedule, the rental rate for such equipment shall be as agreed upon in writing before the work is started. No percentage shall be added to equipment rental rates. In the event said special or heavy equipment is owned by the Contractor, he shall be compensated only for the actual hours said equipment is required for the work under force account on the job site, at a rate not to exceed the latest Rental Rate Blue Book for Construction Equipment.

(C) Materials: For all materials accepted by the Director and used in the work the Contractor shall be paid the actual cost of such material, including transportation charges, to which cost shall be added a sum equal to 15 percent thereof.

(D) Supervision Overhead and Home Office Overhead: No allowance shall be made for general superintendence. The cost of supervision and all overhead is presumed to be included in the 15 percent added in accordance with the above.

(E) Records: The Contractor's representative and the Director shall compare the records of the work performed as ordered on a force account basis at the end of each day on which such work is performed. Copies of these records shall be made on suitable forms provide for this purpose and signed by both the Director and the Contractor's representative. All claims for work done on a force account basis shall be certified and submitted to the Director by the Contractor, and such statements shall be filed with the Director not later than the fifth day of the month following that in which the work was actually performed.

(F) Bonds and Insurance: The Contractor shall be paid the actual cost for additional bonding and insurance pertaining to force account work when the Contractor can provide evidence of additional payment for premiums on required payment and performance bonds. No duplication of payment for Contractor's costs associated with labor costs above will be allowed.

(G) The Director authorized representative is in charge of force account work and has the authority to direct which labor and equipment will be used, to suspend operations, and to refuse to pay for any labor or equipment, which he feels is not doing productive work.

109.7 PAYMENT FOR BOND ISSUE AND BUDGET PROJECTS

ADD the following:

For and in consideration of the faithful performance of the work, the City will pay to the Contractor the amount earned less retention as computed from the actual quantities of work performed under the contract and to make such payment in the manner and at the time(s) specified herein.

ADD the following to the third paragraph of item (A):

The Contractor shall obtain approval from the City prior to reducing the percentage of funds retained and prior to requesting the release of one-half the previous retained amount.

ADD the following to item (A) (1):

- (a) Once each month, the Inspector and the Contractor's Superintendent shall meet, or as necessary, to jointly measure all work items under the contract to determine pay quantities for each pay period. Quantities of work items shall be documented on the respective plan sheets and separately in tabular fashion with station to station measurements noted to assure there is no duplication of payment for work performed. Measurements will be for work actually completed. No projections for expected completion of work will be allowed.
- (b) The Contractor shall submit partial payment requests in a format approved by Public Works together with the City's Pay Request Application and Certification for Payment (form provided by Public Works) or equal, subject to approval by the Director.
- (c) The Contractor shall furnish a detailed breakdown showing unit prices and quantities for use in preparing the monthly estimate. No partial payment will be made until this breakdown is presented by the Contractor and has been reviewed and accepted by the Director. Green-lined plan sheets shall be submitted with each monthly pay request illustrating the line item quantities constructed for the period. The green-lined plan sheets and pay estimate spreadsheets must reconcile with one another.

- (d) Partial payments for stored materials may be considered by the Director, if it is determined to be in the best interest of the City. The Contractor shall not rely on payment for stored materials being approved in the preparation of the project bid.

REMOVE the first paragraph of item (B) in its entirety and REPLACE with the following:

(B) Final Payment: When the project has been accepted as provided in Section 105 of these specifications, and within 30 calendar days after final inspection of the work completed under the contract, the Contractor shall render to the City a final estimate, which shall show the amount of work performed and accepted under the contract. All prior estimates and partial payments will be subject to correction in the final estimate for payment.

ADD the following to the second paragraph of item (B):

(See the Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties within the contract documents.) Additionally, the Contractor shall furnish lien waivers for all completed labor and materials consumed during the project.

Prior to the final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor, and shall apply to those moneys to the appropriate account. The Contractor shall provide to the City any information necessary to determine the total amount(s) due. The quantities appearing in the bidding schedule are approximate only, and are prepared for the comparison of bids. Payment to the Contractor will be made only by actual quantities of work performed and accepted in accordance with the requirements of the contract. Only the items listed in the bidding schedule are pay items. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted.

Final project as-built plans shall verify line item quantities constructed for the project by individual plan sheet. The Contractor shall submit final payment request in a format approved by the City.

109.10 PAYMENT FOR MOBILIZATION/DEMobilIZATION

REMOVE in its entirety and REPLACE with the following:

The Agency will compensate the Contractor for a single round trip mobilization/demobilization of the Contractor's personnel, equipment, supplies and incidentals, including establishment of offices, buildings and other facilities required for the performance of the work on the project, as well as preparatory work and operations prior to the commencement of the work on the project site.

Measurement and Payment: Mobilization will be measured for payment by the lump sum bid as a single complete unit of work. Payment for mobilization will be made as provided herein which shall be full compensation for supplying and furnishing all materials, facilities, and services and performing all the work involved as specified above. The total amount allowed for mobilization during the life of the contract shall not exceed 9 percent of the original contract amount. If the bid price exceeds this percentage the excess amount will be paid to the Contractor upon completion of the contract and 9 percent of the contract amount shall be used to determine partial payments. Partial payments under this item will be made in accordance with the following provisions:

- (1) The first payment of 1/3 of the lump sum price for mobilization may be made provided that all submissions required under this section and as otherwise noted in the contract documents are submitted by the Contractor at the preconstruction conference to the satisfaction of the Engineer and when the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform portions of the project work.

- (2) The second payment of 1/3 of the lump sum price for mobilization shall be made on the first estimate following completion of 13 percent of the contract.
- (3) The third payment of 1/3 of the lump sum price for mobilization will be made on the first estimate following completion of 26 percent of the contract.

ADD the following subsection to Section 109- Measurements and Payments:

109.11 CONTRACT ALLOWANCE

- (A) Contract allowance items are provided for the purpose of encumbering funds to cover the costs of possible contract amendment work. The amount of the allowance item is determined by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total amount bid for the project.
- (B) This allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract per plan. Unforeseen extra work, if any, shall be in accordance with MAG Specification and COP Supplement 109.4.
- (C) It shall be understood that this allowance item is an estimate only and is based on contract amendment history of similar projects. It shall not be utilized without an approved contract amendment. It is further understood that authorized extra work, if any, may be less than the allowance item. The Contractor, by submittal of a bid, acknowledges that the total bid and individual bid items were prepared without anticipation of use of the contract allowance.

SECTION 110: NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION

110.2.2 Dispute Resolution

REMOVE the first paragraph of item (A) and REPLACE with the following:

- (A) The Contractor shall provide in writing the following information to the Engineer. In providing the information required by this section, the Contractor shall provide specific factual detail as to each item and show the methods of calculating each item.

110.3.1 General

ADD the following:

Level I shall mean the Public Works Project Manager as appointed by the Public Works Director

Level II shall mean the Public Works City Engineer as appointed by the Public Works Director

Level III shall mean the Public Works Director

In the event of litigation, the parties hereby agree to submit to a trial before the court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this agreement.

The parties hereto expressly covenant and agree that in the event of litigation arising from this agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the contract, pursuant to A.R.S. §

12-341.01 (A) and (B), or pursuant to any other State or Federal statute. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this agreement.

110.4 ARBITRATION

REMOVE the last sentence of the first paragraph in its entirety and REPLACE with the following:

The arbitration of claims shall be conducted either in Prescott or Phoenix, Arizona as agreed to by the parties, or if the parties cannot agree, to be determined by the arbitrator, taking into consideration the convenience and costs to the parties and their witnesses.

REMOVE the last paragraph in its entirety and REPLACE with the following:

The decision or award of the arbitrator shall be supported by substantial evidence and, in writing, contain the basis for the decision or award and findings of fact. The decision or award of the arbitrator shall be nonbinding.

Any resolution of a dispute in accordance with MAG Specification and COP Supplement 110 and the contract which causes the contract amount to be exceeded by \$25,000.00 or more shall not be final until approved by the City Council.

PART 200 – EARTHWORK

ADD the following section to Part 200- Earthwork:

SECTION 200: DEWATERING AND BYPASS PUMPING

200.1 DEWATERING

(A) All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem. The Contractor shall submit drawings and complete design data showing methods and equipment he proposes to utilize in dewatering prior to completing any dewatering work. This work shall consist of obtaining permits, furnishing equipment, materials, and labor necessary for the control and removal of water, the construction or installation of all facilities necessary to accomplish the work, and the subsequent removal of such facilities except when designated on the project plans or in the special provisions to remain in place.

(B) The Contractor shall keep, where appropriate, the rehabilitated pipe section free from water during rehabilitation. If groundwater is present in any excavation, the static groundwater level shall be drawn down a minimum of 1 foot below the bottom of excavations to maintain the undisturbed state of natural soils and allow the placement of any fill to the specified density. Disposal of water shall not damage property or create a public nuisance. The Contractor shall have on hand pumping equipment and machinery in good working condition for emergencies and shall have workmen available for its operation. Dewatering systems shall operate continuously until backfill has been completed to 1 foot above the normal static groundwater level.

Groundwater shall be controlled to prevent softening of the bottom of excavations, or formation of “quick” conditions. Dewatering systems shall not remove natural soils. The Contractor shall control surface runoff to prevent entry or collection of water in excavations.

Release of groundwater to its static level shall be controlled to prevent disturbance of the natural foundation soils or compacted fill and to prevent flotation or movement of structures or pipelines.

Measurement and Payment: No separate measurement or payment shall be made for dewatering. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

200.2 BYPASS PUMPING

(A) Description

- (1) Scope: This section specifies the requirements for temporary bypass pumping of sewers
- (2) Requirements
 - (a) The Contractor shall provide labor, materials, and supervision to temporarily bypass flow around the Contractor's work.
 - (b) The Contractor shall have the entire bypassing system in place and tested before bypassing any sewage.
- (3) At the preconstruction conference, the Contractor shall submit drawings and complete design data showing methods and equipment he proposes to utilize in sewer bypassing for approval by the Engineer. The submittal shall include the following information:
 - (a) Drawings indicating the location of temporary sewer plugs and bypass discharge lines
 - (b) Capacities of pumps, prime movers, and standby equipment
 - (c) Design calculations providing adequacy of the system and selected equipment
 - (d) Standby power source
 - (e) Staffing plan
 - (f) Traffic control plan
- (4) Flow Data: It is the responsibility of the Contractor for design, construction, and operation of an adequate and properly functioning bypass. It is also the responsibility of the Contractor to coordinate with the City to gather flow data.
- (5) Protection: In areas where flows are bypassed, all bypass flow shall be discharged as approved by the Engineer. No bypassing to the ground surface, receiving waters, storm drains or bypassing which results in groundwater contamination or potential health hazards shall be permitted.
- (6) Scheduling: The bypass system shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the Engineer. Public advisory services will be required to notify all parties whose service laterals will be out of service and to advise against water usage until the main line is back in service.

(B) Materials

- (1) The Contractor shall provide temporary pumps, conduits and other equipment to bypass the sewer flow. The Contractor shall furnish the necessary labor and supervision to set up and operate the pumping and bypass system. Engines shall be equipped with mufflers and/or enclosed to keep the noise level less than 50dB or 10dB above ambient noise levels when measured at the property line closest to the noise source. Pumps and bypass lines shall be of adequate capacity and size to handle the flows.

(2) The Contractor shall maintain on site sufficient equipment and materials to ensure continuous and successful operation of the bypass systems. Standby pumps shall be fueled and operational at all times. The Contractor shall maintain on site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping and other parts or system hardware to ensure immediate repair or modification to any part of the system as necessary.

(3) All piping, joints and accessories shall be designed to withstand at least twice the maximum system pressure, or 50 psi, whichever is greater. All hoses/pipes used for bypass pumping shall be ramped to allow for the ease of vehicular and pedestrian traffic. All hoses/pipes shall be color-coded for identification to prevent cross contamination of water and wastewater lines. Hose/pipes used for wastewater conveyance shall not be used for water conveyance.

(C) General

(1) During bypass pumping, sewage shall not be leaked, dumped or spilled outside the sewer system. When bypass pumping operations are complete, all piping shall be drained into the sanitary sewer prior to disassembly. In the event that sewage accidentally drains into the storm drainage system or the street, the Contractor shall immediately stop the overflow, notify the City and take the necessary action to clean up and disinfect the spillage to the satisfaction of the City. The Contractor shall submit an emergency spillage and cleanup action plan for all sewage spills to the Engineer for approval prior to beginning construction. It shall include but not be limited to a remediation plan that indicates what labor, equipment and resources will be used to restore the site to the condition prior to the spillage.

(2) The Contractor shall repair without cost to the City any damage that may result from this negligence, inadequate or improper installation, maintenance and operation of bypassing system including mechanical or electrical failures, regulatory infractions and penalties resulting from sewer spillage.

(D) Flow Control

(1) Complete stoppage or bypassing of flow is required during sewer line and manhole rehabilitation work.

(2) When the depth of flow at the upstream manhole of the sewer line section being worked is above the maximum allowable for television inspection, the flow shall be reduced to the level shown below by plugging or blocking of the flow, or by pumping and bypassing of the flow as specified.

(3) **Plugging or Blocking:** A sewer line plug shall be inserted into the line upstream of the section being worked. The plug shall be so designed that all or any portion of the sewage can be released. During TV inspection, flow shall be reduced to within the limits specified above. After the work has been completed, flow shall be restored to normal. Precautions shall be taken to prevent flooding damage. See flow precautions below.

(4) **Pumping and Bypassing:** When pumping and bypassing is required the Contractor shall supply the pumps, conduits and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during peak flow periods or from precipitation and shall be constructed of such material that will prevent leakage during the pumping operation. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing systems. All pump drivers shall have noise suppressor exhaust systems to reduce noise levels to less than 50dB, or 10dB above ambient noise levels, when measured at the closest property line.

(5) **Flow Control Precautions:** When flow in a sewer line is plugged, blocked or bypassed; sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to ensure that sewer flow control operations

do not cause flooding or damage to public or private property being served by the sewer involved. All piping(s), joints and accessories shall be designed to withstand at least twice the maximum system pressure or a minimum of 50 psi whichever is greater. During by-pass pumping sewage shall not be leaked, dumped or spilled onto any area outside the sewer system. When bypass pumping operations are complete all piping shall be drained into the sanitary sewer prior to disassembly. In the event sewage accidentally drains into the drainage system or street, the Contractor shall immediately stop the overflow, notify the Engineer and take the necessary action to clean up and disinfect the spillage to the satisfaction of the Engineer. If sewage is spilled onto public or private property, the Contractor shall wash down, clean up and disinfect the spillage to the satisfaction of the City. The Contractor shall report any and all overflows to the City.

(E) Measurement and Payment: Payment for bypass pumping shall be made at the lump sum bid by the Contractor.

SECTION 201: CLEARING AND GRUBBING

201.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

This work shall consist of removing objectionable material from the right-of-way, easements, all areas to be graded, and such other areas as may be specified in the special provisions. Clearing and grubbing shall be performed in advance of grading operations.

201.3 CONSTRUCTION METHODS

REMOVE the second paragraph in its entirety and REPLACE with the following:

All trees and shrubs found suitable for improvement and beautification, which will not interfere with excavation or embankment or cause disintegration of the improvements shall not be disturbed. In any event, the Contractor shall avoid injury to shrubbery, vines, plants, grasses and other vegetation growing outside of the clearing limits. The dragging and the piling of materials of various kinds and the performing of other work which may be injurious to vegetation shall be confined to areas which have no vegetation or which will be covered by embankment or disturbed by excavation during grading operations.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

From excavated areas, all stumps, roots and other obstructions 3 inches or over in diameter shall be grubbed to a depth of not less than 24 inches below finish grade.

REMOVE Table 201-1 in its entirety and REPLACE with the following:

TABLE 201-1	
EMBANKMENT CLEARING AND GRUBBING	
Height of Embankment Over Stump	Height of Clearing and Grubbing
0 Feet to 2 Feet	All stumps or roots 6 inches or over in diameter shall be grubbed to 24 inches below original grade. All others shall be cut flush with the ground.
2 Feet to 3 Feet	All stumps 1 foot and over in diameter shall be grubbed to 24 inches below original grade. All others shall be cut flush with the ground.
Over 3 Feet	All stumps shall be cut flush with the ground.

REMOVE the last paragraph in its entirety and REPLACE with the following:

All tree trunks, stumps, brush, limbs, roots, vegetation and other debris removed in clearing and grubbing shall be completely removed from the project and properly disposed of.

SECTION 205: ROADWAY EXCAVATION

ADD the following subsection to 205.1 Description:

205.1.1 General

The bidding schedule quantities for this item of work will be considered to be the final quantities for payment. Adjustments in the bidding schedule quantities for roadway excavation as contained in these specifications may be initiated by the Contractor or the Engineer if evidence indicates that the required quantity varies by an amount greater than 5 percent of the bidding schedule quantity. The Contractor shall advise the Engineer, in writing, submitting evidence in the form of a construction survey or photogrammetric survey with measurement for the proposed adjustment and requesting an adjustment in quantities. The Engineer will determine the amount of adjustment, if any. The quantity upon which payment will be based will be the bidding schedule quantity plus or minus only that portion of the adjustment that exceeds 5 percent of the bidding schedule quantity.

Variations caused by shrink/swell of materials shall not be considered for quantity adjustments.

Adjustments in roadway excavation quantities due to revisions ordered by the Engineer will be isolated by measurement or calculations. The bidding schedule quantities will be adjusted by the amount either measured or calculated, regardless of the 5 percent variation requirement above.

205.2 UNSUITABLE MATERIAL

REMOVE the third paragraph in its entirety and REPLACE with the following:

If material is encountered during excavation that the Engineer determines to be unsuitable, the following shall apply:

- (1) Any unsuitable material which is located in a cut section at an elevation above finished subgrade shall not be utilized in construction but shall be removed and disposed of at a site secured by the Contractor. The cost of excavation, hauling and disposal are incidental to roadway excavation. No additional compensation will be allowed for any unsuitable materials found in a cut section at an elevation above finished subgrade.

- (2) Material which is located below the finished subgrade elevation in excavation areas shall be removed to the limits as determined by the Engineer and the resultant cavity backfilled with aggregate base course (ABC) in accordance with Section 310 of these specifications. The costs of the removal, hauling, disposal, backfill material, placement and any related process, shall be included in the payment for this bid item.

205.6 SURPLUS MATERIAL

REMOVE the first paragraph in its entirety and REPLACE with the following:

Unless otherwise shown on the plans, addressed in the special provisions, or approved by the Engineer, no surplus excavated material shall be disposed of within the right-of-way. The Contractor shall make all arrangements for disposal of the material at off-site locations as may be approved by the Engineer. The Contractor shall provide to the Engineer copies of the written consent of the owner of the property upon which he intends to dispose of such material, and any permits that may be required by a governing agency for said disposal.

205.7 MEASUREMENT

REMOVE the first two paragraphs in their entirety and REPLACE with the following:

The following earthwork operations will be measured as roadway excavation for the quantities of material involved.

Excavating the roadway prism including public and private roadway approaches; excavating slides and slip-outs not resulting from overshooting; excavating excess material; excavating selected material and topsoil from within the limits of the project and removing such materials from stockpiles when stockpiling is ordered; and excavating ditches.

ADD the following:

Measurement for unsuitable material shall be to the nearest cubic yard as calculated in the field.

205.8 PAYMENT

ADD the following:

Payment for unsuitable material shall be at the contract unit price and shall include any and all processes associated with the removal and backfill of the unsuitable materials, all excavation, hauling and disposal at a site secured by the Contractor, and backfilling with aggregate base course (ABC).

SECTION 206: STRUCTURE EXCAVATION AND BACKFILL

206.4.2 Structure Backfill for Earth Retaining Structures

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Shall conform to the material and the graduation requirements for Select Material, Type B in Table 702-1, unless otherwise approved by the Engineer.

206.4.4 Structure Backfill for Structures within Paved Areas

REMOVE in its entirety and REPLACE with the following:

Where a structure is located within an existing street, proposed street, or paved area:

All backfill material with the exception of controlled low strength material (CLSM) shall be compacted to 95 percent maximum dry density per ASTM D698. Controlled low strength material shall be 1 sack material as specified in MAG Specifications 604 and 728.

SECTION 211: FILL CONSTRUCTION

211.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Fill construction shall consist of constructing embankments except as may otherwise be specified, including the preparation of the areas upon which they are to be placed; including the construction of dikes.

The bidding schedule quantities for this item of work will be considered to be the final quantities for payment. Adjustments in the bidding schedule quantities for Fill Construction as contained in these specifications may be initiated by the Contractor or the Engineer if evidence indicates that the required quantity varies by an amount greater than 5 percent of the bidding schedule quantity. The Contractor shall advise the Engineer, in writing, submitting evidence in the form of a construction survey or photogrammetric survey with measurement for the proposed adjustment and requesting an adjustment in quantities. The Engineer will determine the amount of adjustment, if any. The quantity upon which payment will be based will be the bidding schedule quantity plus or minus only that portion of the adjustment that exceeds 5 percent of the bidding schedule quantity.

Variations caused by shrink/swell of materials shall not be considered for quantity adjustments.

Adjustments in Fill Construction quantities due to revisions ordered by the Engineer will be isolated by measurement or calculations. The bidding schedule quantities will be adjusted by the amount either measured or calculated, regardless of the 5 percent variation requirement above.

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.

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.

211.4 TESTS

ADD the following:

Quality Control testing frequency shall be 1 per soil type for proctor density testing and 1 per 500 feet per 8 inch lift for compaction testing.

211.5 MEASUREMENT

REMOVE the first paragraph in its entirety and REPLACE with the following:

The quantities of fill construction used to construct embankments or dikes will be those of the complete bid item within the limits of dimensions shown on the plans.

PART 300 – STREETS AND RELATED WORK

ADD the following section to Part 300- Streets and Related Work:

SECTION 300: SAW CUT

300.1 DESCRIPTION

(A) The work under this item shall consist of saw cutting the existing pavement where new asphalt concrete is to match existing bituminous surfaces with no provisions for overlaying the entire section. This item shall also include saw cutting of existing Portland cement concrete pavement, sidewalks, driveways and parking lots where new construction shall match the grade of existing surfaces that are to remain where called for on the project plans or where designated by the Engineer.

(B) Saw cuts shall be made to a full depth of the material to ensure a neat vertical joint. Portland cement concrete designated to remain that is damaged by the saw cutting shall be replaced in kind at the Contractor's expense.

(C) No separate measurement or payment will be made for saw cutting, being considered incidental to the cost for work for which saw cutting is required.

SECTION 301: SUBGRADE PREPARATION

301.1 DESCRIPTION

ADD the following:

The work under this item shall consist of furnishing all materials, equipment, and labor necessary for preparation of natural or excavated areas prior to the placement of any sub-base material, pavement, curbs and gutters, driveways, sidewalks or other structures. Unless provided for in another bid item, this work shall include the removal and disposal of all unsuitable material including existing pavement and other obstructions in accordance with Section 301 of these specifications. The Contractor shall be required to provide and pay for all Quality Control geotechnical testing in accordance with the MAG Specifications and the COP Supplement.

301.2.1

REMOVE in its entirety and REPLACE with the following:

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

Project earthwork quantities, when included as separate contract pay items, will include removed asphalt/bituminous material volumes, unless there is a pay item for asphalt removal or asphalt milling in the bid schedule or otherwise specified in the special provisions.

All unsuitable material and all excess material shall be disposed of in accordance with the requirements of Sections 205.2 and 205.6 of these specifications, respectively. When additional material is required for fill, it shall conform to MAG Specification 210.

301.3 RELATIVE COMPACTION

REMOVE item (B) in its entirety and REPLACE with the following:

The subgrade shall be scarified and loosened to a depth of 8 inches.

(B) Below detached sidewalk not subject to vehicular traffic 95 percent

Subgrade Quality Control testing shall be 1 per 500 linear feet per lane for compaction testing.

301.7 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement for subgrade preparation will be by the square yard, measured by the total accepted area of new pavements, including paved shoulders, tapers, turnouts and driveways that are paved or surfaced with an aggregate base material. The areas under concrete curb and gutter, sidewalk and concrete driveway entrances will not be included. Unless provided for in other separate bid items or unless otherwise specified; Clearing and Grubbing, Roadway Excavation, Rock Excavation, Borrow Excavation, and Fill Construction shall not be measured, in which case payment for these earthwork items, if required, shall be included in the unit price for subgrade preparation.

SECTION 306: MECHANICALLY STABILIZED SUBGRADE – GEOGRID REINFORCEMENT

306.2 MATERIALS

ADD the following

Reinforcement Geogrid shall be Tensar BX1200 or approved equal.

306.8 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Measurement of geogrid reinforcement shall be the surface area of accepted geogrid to the nearest square yard. No additional measurement or payment shall be made for geogrid overlap as required by the manufacturer.

Payment for geogrid reinforcement shall be per square yard installed complete and in place.

SECTION 310: PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

310.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

The work under this item shall consist of furnishing all materials, equipment, and labor necessary for the placement of an approved, imported aggregate base course material on top of a prepared subgrade per the required design thickness, grade, cross-section and compaction as specified on the project plan documents and in accordance with Sections 310 and 701 of these specifications, and MAG Specification 702. Aggregate base course shall not be placed on a prepared subgrade until the Engineer or the Engineer's authorized representative has inspected and accepted the underlying subgrade. The Contractor shall be required to provide and pay for all Quality Control geotechnical testing in accordance with MAG Specifications and COP Supplement. Use of Reclaimed Concrete Material (RCM) is not allowed per COP Supplement 701.4.

ADD the following subsection to 310.1 Description:

310.1.1 Reclaimed Asphalt Pavement (RAP)

Use of reclaimed asphalt pavement (RAP) aggregates or "millings" produced on-site, imported or stockpiled for the intended use in the underlying base or subgrade material must be approved by the Engineer or the Engineer's authorized representative; and shall be screened and meet MAG Sections 310, 701 and 702, and here within. RAP millings must be uniformly mixed with an imported virgin aggregate base course material.

310.2 PLACEMENT AND CONSTRUCTION

ADD the following:

Aggregate base course shall not be placed on excessively wet or frozen subgrade materials as determined by the Engineer.

ADD the following subsection to 310.2 Placement and Construction:

310.2.1 Quality Control Testing

Aggregate base course Quality Control testing frequency shall be as follows:

- (A) Resistance to Degradation and Abrasion: 1 at the start of production and again if source changes.
- (B) Fractured Faces, One Face, PI, and Gradation: 1 per shift.

310.3 COMPACTION

REMOVE the fifth paragraph in its entirety and REPLACE with the following:

For roadway construction, a minimum of 1 field density test shall be performed per 6 inch lift per 500 feet per lane. For other aggregate base course applications, a minimum of 1 field density test shall be performed for each 800 square yards.

REMOVE items (A), (B) and (C) in their entirety and REPLACE with the following:

Aggregate base course shall be compacted to 98 percent in all instances.

310.5 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Measurement for aggregate base course material will be per cubic yard furnished and placed. Copies of material delivery tickets will be required for quantity verification purposes. Payment shall be made at the unit price bid and shall be considered full compensation for this work item.

SECTION 317: ASPHALT MILLING

317.2 CONSTRUCTION REQUIREMENTS

REMOVE in its entirety and REPLACE with the following:

When milling is specified, the existing asphaltic concrete shall be removed in accordance with the details shown on the project plans with equipment specifically designed to remove such material by means of grinding or chipping to a controlled line and grade. The equipment used shall be capable of removing the existing asphaltic concrete within 0.01 feet of the specified removal depth. The removal shall be accomplished in a manner which does not destroy the integrity of any asphaltic concrete pavement that remains and which does not result in a contamination of the milled asphaltic concrete with the underlying base material.

Pavement to be removed by milling, adjacent to manholes, valve boxes, small radius curbs and other fixed objects that produce confined areas shall be removed with milling equipment specifically designed to operate in restricted areas and capable of removing asphaltic concrete of the specified thickness without damage or displacement of the adjacent object. The removal of asphalt concrete pavement at the approaches to structures shall be accomplished in a manner approved by the City.

On projects with existing curb and gutter, any asphaltic concrete buildup in the gutter designated to be removed, shall be removed prior to the pavement removal operation by equipment and methods approved by the Engineer. The equipment and methods used shall be capable of removing the asphaltic concrete buildup without causing damage to the curb and gutter

Upon removal, all milled materials shall become the property of the Contractor. The City will not accept millings. The Contractor shall properly dispose of the millings away from the site. No additional compensation will be made for the disposal of millings.

Prior to milling and roadway excavation, all existing manholes, valve boxes, etc. shall be lowered and protected. All City facilities shall be protected from debris that may result from any adjustments and the Contractor shall be responsible for any maintenance activity resulting from debris related to the construction. No separate payment shall be made for lowering and protecting existing manholes, valve boxes, etc.

Under no circumstance shall the removal of existing asphaltic concrete begin until the mix design for replacement asphaltic concrete has been approved by the Engineer.

The extent of removal of existing asphaltic concrete must be in keeping with the Contractor's ability to produce, haul, place and compact replacement asphaltic concrete so that at all times the length of open "trench" is at a minimum. If the Contractor's production of replacement asphaltic concrete is stopped for any reason, the removal of asphaltic concrete shall either cease or shall be reduced. The Engineer will be the sole judge as to whether the removal shall cease or be reduced. The Engineer's decision will be based on the reason for the stoppage in asphaltic concrete production, the expected length of the stoppage, the type and depth of the material being removed, and the time of day.

ADD the following subsection to 317.2 Construction Requirements:

317.2.1 Quality Control

All milling shall be inspected and approved prior to paving. High spots in excess of the tolerances noted shall be milled until in conformance.

Low spots in excess of ½ inch shall have a leveling course placed prior to paving at no additional cost to the City.

ADD the following subsection to 317.2 Construction Requirements:

317.2.2 Paving

For mill and overlay areas, replacement asphaltic concrete shall be placed as soon as possible after milling has occurred and been approved. The surface on which the material is to be placed shall be uniform and free of loose material. Any exposed base material shall be compacted to the extent required by the Engineer.

The "trench" in which asphaltic concrete is being placed shall be filled before the end of each day's work and the lane shall be opened to traffic. The length of open "trench" at any one time shall not exceed 2 miles or ½ the length of the work, whichever is the lesser.

In the event of circumstances beyond the control of the Contractor, such as equipment breakdown, or if the production of the replacement asphaltic concrete has been stopped by the Engineer and the Contractor is unable to comply with the requirements in the preceding paragraph, the Contractor shall provide and maintain such traffic control devices that the Engineer deems necessary under the circumstances in order to provide safe and efficient passage through the work zone.

If the Engineer deems it to be warranted, the Contractor shall provide for the surface drainage of areas where the pavement surface has temporarily been removed.

ADD the following subsection to 317.2 Construction Requirements:

317.2.3 Macrotexture Milling

Macrotexture asphalt milling when included as a separate contract pay item shall be performed in accordance with the following:

Existing asphaltic concrete shall be removed by milling in accordance with the details shown on the project plans and as specified herein. The milling equipment shall be specifically designed to remove material to a controlled line and grade by means of grinding or chipping. The equipment used shall be capable of removing the existing asphaltic concrete uniformly throughout the milled area at the required cross-slope and within 1/8 inch of the specified removal depth. The specified removal depth of the existing bituminous pavement shall be as noted on the plans. The removal shall be accomplished in a manner which does not destroy the integrity of any pavement that remains. During production milling, the Contractor shall verify the actual depth of milling required to remove the desired underlying pavement surface. If it is determined by the Engineer that the required milling depth is greater than the specified milling depth, the additional material shall be completely removed to the desired underlying pavement surface, as approved, in accordance with COP Supplement 109.4. The milled material shall be removed and disposed of as specified by the City.

The milled surface shall have a maximum mean macrotexture depth of 4.50 millimeters, as determined in accordance with Arizona Test Method 742- Mean Macrotexture Depth of Milled Pavement.

At the start of the milling operation, the Contractor shall mill a 500 foot test section. The milled surface of the test section shall be evaluated by the Engineer for compliance with the maximum mean macrotexture depth requirement. If the milled surface is in compliance with the macrotexture requirement, the Contractor may begin production milling. If the milled surface is not in compliance with the macrotexture requirement, the Contractor shall make adjustments to the milling operation and then mill another test section.

During production milling, the mean macrotexture depth shall be determined at a minimum frequency of 1 test per 1/2 mile per lane. If, at any time, during the milling operation the Engineer determines that the macrotexture requirement is not being achieved, the Contractor shall stop milling. Milling shall not resume until the Engineer is satisfied that the macrotexture requirement can be met or until successful completion of another test section. The forward speed of the milling machine during production milling shall not exceed the speed used for the test section. The forward speed of the milling machine shall be checked throughout each production day, or at the discretion of the Engineer.

The profile of the milled surface, in both the longitudinal and transverse directions, shall not vary by more than 1/8 inch over a distance of 10 feet.

Under no circumstance shall the removal of existing asphaltic concrete begin until the mix design for replacement asphaltic concrete has been approved by the Engineer.

The extent of removal of existing asphaltic concrete must be in keeping with the Contractor's ability to produce, haul, place and compact replacement asphaltic concrete so that at all times the length of milled surface is at a minimum. If the Contractor's production of replacement asphaltic concrete is stopped for any reason, the removal of asphaltic concrete shall either cease or shall be reduced. The Engineer will be the sole judge as to whether the removal shall cease or be reduced. The Engineer's decision will be based on the reason for the stoppage in asphaltic concrete production, the expected length of the stoppage, the type and depth of the material being removed, and the time of day.

Asphaltic concrete shall be placed as soon as possible after the milling. The surface on which the material is to be placed shall be uniform and free of loose material.

The length of milled surface at any one time shall not exceed 2 miles, or 1/2 the length of the work, whichever is less. Asphaltic concrete shall be placed on the milled surface before the end of each day's work. The lane shall be opened to traffic at the end of each day's work.

In the event of circumstances beyond the control of the Contractor, such as equipment breakdown, or if the production of the replacement asphaltic concrete has been stopped by the Engineer and the Contractor is unable to comply with the requirements in the preceding paragraph, the Contractor shall provide and maintain

such traffic control devices that the Engineer deems necessary under the circumstances in order to provide safe and efficient passage through the work zone.

If the Engineer deems it to be warranted, the Engineer will require that the Contractor provide for the surface drainage of areas where the pavement surface has temporarily been removed.

Pavement, to be removed by milling, adjacent to manholes, valve boxes, small radius curbs and other fixed objects that produce confined areas shall be removed with milling equipment specifically designed to operate in restricted areas and capable of removing asphaltic concrete of the specified thickness without damage or displacement of the adjacent object. Such areas may be excluded from macrotexture testing at the discretion of the Engineer.

On projects with existing curb and gutter, any asphaltic concrete buildup in the gutter designated to be removed, shall be removed prior to the pavement removal operation by equipment and methods approved by the Engineer. The equipment and methods used shall be capable of removing the asphaltic concrete buildup without causing damage to the curb and gutter.

317.3 MEASUREMENT AND PAYMENT

REMOVE in its entirety and REPLACE with the following:

Payment for milling shall be based on plan quantities at the unit bid price in the bid schedule to include milling and proper disposal of the millings away from the site.

SECTION 321: PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

321.2 MATERIALS AND MANUFACTURE

REMOVE in its entirety and REPLACE with the following:

The materials shall conform to Section 710 of these specifications for the type specified. Warm Mix Asphalt (WMA) technologies shall not be used. The specific required mix type shall be called out in the contract documents or as directed by the Engineer.

321.3 WEATHER AND MOISTURE CONDITIONS

REMOVE in its entirety and REPLACE with the following:

Asphalt concrete shall be placed only when the surface on which the material is to be placed is dry, unfrozen, the atmospheric temperature in the shade is at 40 degrees F and rising, and the temperature of the road surface or subsurface is at 50 degrees F and rising as measured in the shade. No asphalt concrete shall be placed when the weather is foggy or rainy, when precipitation is eminent, or when the base or sub base on which the material is to be placed is unstable. Asphalt concrete shall be placed only when the Engineer or the Engineer's authorized representative determines that weather conditions are suitable and sub base conditions on which the material is to be placed are acceptable.

321.4 APPLICATION OF TACK COAT

REMOVE the first and second paragraphs in their entirety and REPLACE with the following:

A tack coat shall be applied to all existing and to each new course of asphalt concrete prior to the placing of a succeeding lift of asphalt concrete.

The application of the tack coat shall comply with Section 329 of these specifications. The grade of emulsified asphalt shall be SS-1h as specified in MAG Specification 713.

321.6 MIX PRODUCTION

ADD the following:

(A) Stockpiling

- (1) Sufficient virgin mineral aggregate material shall be stockpiled at the site of the hot plant to produce the quantity of asphalt concrete required for a minimum of two successive 8 hour shifts; however, this requirement will be modified during the last 2 days production, or under special conditions with the Engineer's approval.
- (2) Mineral aggregate shall be stockpiled so that segregation is minimized. An approved divider of sufficient size to prevent intermingling of stockpiles shall be provided.

(B) Proportioning

- (1) No fine material which has been collected in the dust collection system shall be returned to the mixture unless the Engineer, on the basis of tests, determines that all or a portion of the collected fines can be utilized. If the Engineer so determines, he will authorize in writing the utilization of a specific proportion of the fines; however, authorization will not be granted unless the collected fines are accurately and uniformly metered into the mixture.
- (2) Mineral aggregate and bituminous material shall be proportioned by volume, by weight, or by a combination of volume and weight.
- (3) When mineral aggregate and bituminous material are proportioned by weight, all boxes, hopper buckets or similar receptacles used for weighing materials, together with scales of any kind used in batching materials, shall be insulated against the vibration or movement of the rest of the plant due to the operation of any equipment so that the error in weighting with the entire plant operating shall not exceed 2 percent for any setting nor 1½ percent for any batch. Bituminous material shall be weighed in a heated, insulated bucket suspended from a springless dial scale system.
- (4) When mineral aggregate and bituminous material are proportioned by volume, the correct portion of each mineral aggregate size introduced into the mixture shall be drawn from the storage bins by an approved type of continuous feeder which will supply bituminous material and so arranged that the proportion of each mineral aggregate size can be separately adjusted. The continuous feeder for the mineral aggregate shall be mechanically or electrically actuated.

(C) Drying and Heating

- (1) A recording pyrometer or other approved recording thermometric instrument sensitive to a rate of temperature change of not less than 10 degrees F per minute shall be so placed at the discharge chute of the drier in order to record mineral aggregate and to facilitate reading the recorded temperature. A copy of the recording shall be given to the Engineer. The moisture content of the asphalt concrete immediately behind the paver shall not exceed 1 percent.

(D) Mixing

- (1) The production of the plant shall be governed by the rate required to obtain a thorough and uniform mixture of the materials. Mixing shall continue until the uniformity of coating, when tested

in accordance with the requirements of the American Association of State Highway and Transportation Officials (AASHTO) T 195, is at least 95 percent.

(2) A positive signal system shall be provided to indicate the low level of mineral aggregate in the bins. The plant will not be permitted to operate unless this signal system is in good working condition. Each bin shall have an overflow chute or a divider to prevent material from spilling into adjacent bins.

(3) The temperature of asphalt concrete upon discharge from the mixer shall not exceed 325 degrees F. If the asphalt concrete is discharged from the mixer into a hopper, the hopper shall be constructed so that segregation of asphalt concrete will be minimized.

321.8 PLACEMENT

ADD the following:

(A) The Contractor shall stringline finish ABC grade in the presence of the Engineer or the Engineer's authorized representative to verify compliance to specified tolerances prior to the placement of asphalt concrete. Placement of asphalt concrete shall not begin until adjacent Portland cement concrete items have obtained 75 percent of design strength.

(B) The handling of asphalt concrete shall at all times be such as to minimize segregation. Any asphalt concrete which displays segregation shall be removed and replaced.

(C) All wheels and tires of compactors and other equipment shall be wiped when necessary with an approved product in order to prevent the picking up of the asphalt concrete.

(D) Before asphalt concrete is placed, the surface to be paved shall be cleaned of objectionable material.

(E) The base or subgrade upon which the asphalt concrete is to be placed shall be prepared in accordance with the applicable requirements for the material involved and maintained in a smooth and firm condition until placement.

(F) At any time, the Engineer or the Engineer's authorized representative may require that the work cease or that the work day be reduced in the event of weather conditions either existing or expected which would have an adverse effect upon the asphalt concrete.

(G) The temperature of asphalt concrete just prior to compaction shall be at least 250 degrees F but shall not exceed 300 degrees F, unless permitted by the Engineer.

(H) The asphalt concrete shall be placed as a surfacing course. Surfacing courses are defined as courses placed to serve either as a traffic surface or as a surface upon which a finishing course or seal coat is to be placed. The thickness of surfacing courses will be shown on the project plans.

(I) In order to achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant.

(J) Tapered sections exceeding 8 feet in width or widened sections not exceeding 4 feet in width may be placed and finished by other means approved by the Engineer.

321.8.5 Smoothness

REMOVE the second sentence in its entirety and REPLACE with the following:

Surfacing course surfaces shall not vary more than 1/8 inch from the lower edge of a 10 foot long straightedge when the straightedge is placed parallel to the center of the roadway.

321.9 QUALITY CONTROL

ADD the following:

Contractor Quality Control

(A) General Requirements

(1) It shall be the responsibility of the Contractor to administer a Quality Control Plan (hereinafter, within this section, referred to as "Plan") sufficient to assure a product meeting the requirements of these specifications. The Plan may be operated wholly or in part by a subcontractor or an independent organization; however, the Plan's administration, including compliance with the Plan and its modification, shall remain the responsibility of the Contractor.

(2) The Contractor is required to provide and maintain a Quality Control Plan, along with all the personnel, equipment, supplies and facilities necessary to obtain samples, perform tests, and otherwise assure the quality of the project.

(3) The Contractor shall submit the Plan to the Engineer or the Engineer's authorized representative at the preconstruction conference.

(4) The Contractor shall perform process control sampling, testing and inspection during all phases of the work and shall perform the process control sampling, testing, and inspection at a rate sufficient to assure that the work conforms to the contract requirements. The Contractor shall provide the Engineer a certification stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures.

(B) Elements of the Plan

(1) The Plan shall address all elements which affect the quality of the asphalt concrete including, but not limited to the following: Mix Design, Aggregate Production, Quality of Components, Stockpile Management, Proportioning, Mixing (including addition of Mineral Admixture, if required), Placing and Finishing, Joints, and Compaction.

321.12 MEASUREMENT

ADD the following:

(A) Measurement under this item shall be to the nearest square yard.

(B) No separate measurement shall be given for the thickened edge, COP GES Detail 201Q and as detailed on project drawings. This work shall be considered incidental and included in the unit price bid in the contract documents. Payment shall be made at the unit price bid in the contract documents for the items complete in place, adjusted for compaction and thickness deficiencies as herein provided.

SECTION 329: TACK COAT**329.3 APPLICATION**

REMOVE in its entirety and REPLACE with the following:

(A) The application rate shall be between 0.04 to 0.06 gallons per square yard of diluted material, 50 percent water and 50 percent emulsion, using SS-1h.

(B) The tack coat shall be applied only as far in advance of placing the asphalt concrete as ordered by the Engineer; however, in no event shall the tack coat be applied and not covered by the asphalt concrete in the same day.

329.6 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement shall be per ton diluted as placed, based on weight tickets.

SECTION 336: PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION

REMOVE the second paragraph in its entirety and REPLACE with the following:

Asphalt concrete roadway pavement replacement shall be constructed in accordance with COP GES Detail 200Q-1 and as indicated on the plans.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

All other surface replacement in the right-of-way but not in paved roadways shall be constructed in accordance with COP GES Detail 200Q-1 and as indicated on the plans.

336.2.1 Pavement Widening or Extensions

REMOVE the second paragraph in its entirety and REPLACE with the following:

The existing pavement shall be cut and trimmed after placement of required ABC and just prior to placement of asphalt concrete for pavement widening or extension, and the trimmed edges shall be painted with a light coating of emulsified asphalt immediately prior to constructing the new abutting asphalt concrete pavements. No extra payment shall be provided for these items and all costs incurred in performing this work shall be incidental to the widening or pavement extension.

336.2.3 Temporary Pavement Replacement

REMOVE the first and second paragraphs in their entirety and REPLACE with the following:

Temporary pavement replacement with UPM in accordance with COP GES Detail 200Q-1 shall be required in right-of-way until permanent hot mix trench pavement replacement can be performed. The Contractor shall install temporary asphalt pavement or the first course of permanent pavement replacement in accordance with Section 336 of these specifications immediately following backfilling and compaction of trenches that have been cut through existing pavement. Except as otherwise provided in Section 336, this preliminary pavement shall be maintained in a safe and reasonably smooth condition until required backfill compaction is

obtained and final pavement replacement is completed. Temporary paving removed shall be hauled from the job site and disposed of by the Contractor at no additional cost to the Agency.

Permanent pavement replacement shall replace temporary repairs within 5 working days after completion of temporary work.

336.2.4.1 Permanent Asphalt Pavement Replacement

ADD the following:

(H) Asphalt concrete trench pavement replacement shall be a minimum 4 inch thickness compacted to 95 percent of laboratory density in accordance with COP GES Details 200P-2, 200Q-1 and MAG Specification 601.6.

(I) Permanent hot mix asphalt concrete pavement replacement shall be required for all trench cuts. Installation of UPM or other high performance cold mix shall not be permitted for permanent installation. The Contractor shall be required to maintain pavement trench cuts to the satisfaction of the Engineer.

(J) The Contractor shall coordinate with the Engineer a minimum of 2 working days in advance of trench paving.

REMOVE the last paragraph in its entirety.

336.3 TYPES AND LOCATIONS OF TRENCH SURFACE REPLACEMENT

REMOVE the first five paragraphs in their entirety and REPLACE with the following:

Normally, the type of pavement replacement and backfill required will be noted on the plans or specified in other portions of the contract documents and construction shall be in accordance with COP GES Detail 200Q-1. If a type is not noted on the plans or specified in the special provisions, the following criteria will govern:

T-Top trench repair will be utilized on all streets per COP GES Detail 200Q-1.

COP GES Detail 200Q-1 trench repair shall be utilized to repair surfaces other than asphalt concrete or Portland cement concrete pavement. It may also be used when the condition of the existing pavement does not justify construction of T-Top trench repair. Prior written approval of the Engineer is required for this condition.

336.4 MEASUREMENT

REMOVE items (A) and (B) in their entirety and REPLACE with the following:

(A) In computing pay quantities for replacement using COP GES Detail 200Q-1, pay widths shall not exceed the maximum widths as depicted on Table 601-1, plus 24-inches for the T-Top.

(B) In computing pay quantities for replacement using COP GES Detail 200Q-1, pay widths shall not exceed the maximum widths as depicted on Table 601-1.

336.5 PAYMENT

ADD the following:

Pavement matching and surfacing replacement shall include all saw cutting, removal and disposal of existing pavement, plus all labor and material for complete installation of permanent pavement replacement. No extra payment will be made for temporary pavement required for maintenance of utility trench cuts or for trench widths in excess of Section 336.4 of these specifications.

SECTION 340: CONCRETE CURB, GUTTER, SIDEWALK, CURB RAMPS, DRIVEWAY AND ALLEY ENTRANCE

340.2 MATERIALS

REMOVE the first sentence in its entirety and REPLACE with the following:

Concrete shall be Class AA unless otherwise noted.

340.2.1 Detectable Warnings

ADD the following:

Detectable warnings shall be Masco Detectable Warning Panels, or approved equal, and in the color Salem Red.

340.3.1 Subgrade Preparation

REMOVE the second paragraph in its entirety and REPLACE with the following:

The subgrade shall be constructed and compacted true to grades and lines shown on the plans and as specified in Section 301 of these specifications. All soft or unsuitable material shall be removed to a depth of not less than 6 inches below subgrade elevation and replaced as directed by the Engineer. Unsuitable material shall be measured and paid in accordance with Section 205.2 of these specifications. The subgrade shall be compacted to not less than 95 percent of the maximum dry density.

All concrete items in this section shall be constructed on a minimum of 4-inches of aggregate base course unless noted otherwise, whether shown on the standard details or not. Aggregate base course shall be compacted to not less than 98 percent of maximum dry density.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.1 Concrete Curb, Gutter, and Curb Terminations

The pavement section (base and sub-base) shall extend to the back of curb.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.1a Single Curb

All single curb shall be constructed to MAG Detail 222.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.2 Concrete Sidewalk, Sidewalk Landing, and Ramp

Concrete sidewalk, sidewalk landings, and ramps shall be in accordance with COP GES Details or as otherwise modified on the plans.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.3 Concrete Driveway Entrances and 6 Inch Concrete Slabs

Portland cement concrete pavement shall contain 6 percent $\pm$ 1 percent entrained air. Slump shall be a maximum of 3½ inches.

Construction Joints shall be a maximum of 15 feet apart. The Contractor shall submit a jointing pattern for review and approval prior to construction.

Driveways shall include the curb returns to the existing grades as shown on MAG Detail 251 and modified by the driveway details in the plans. All concrete used in the driveways and adjacent sidewalk crossings shall be 6 inches thick.

Match up construction shall include 10 feet of replacement driveway surfacing from the new top of sidewalk to the existing driveway elevations behind the sidewalk unless otherwise shown on the plans.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.4 Concrete Valley Gutter

All concrete valley gutter shall be constructed on a minimum 8 inch thick aggregate base course, whether shown on the standard details or not.

340.3.10 Deficiencies

REMOVE in its entirety and REPLACE with the following:

Any section of the work deficient in depth or not conforming to the plans or specifications shall be removed and replaced by the Contractor at no additional cost to the City. Replacement or reconstruction shall be from joint to joint.

Concrete work that does not comply with tolerance requirements of MAG Specification 340.3.9 shall be removed and replaced. Remove and replace gutters that exceed the ponding tolerance. Grinding shall only be allowed if approved by the Engineer.

No placement of asphalt shall occur unless the Contractor receives acceptance from the Engineer for all concrete work, such as, but not limited to: curb and gutter, gutter, raised median, concrete sidewalks and ramps, and valley gutter.

It shall be the Contractor's responsibility to submit for approval in advance of any paving operations such that concrete work can be inspected, and deficient work can be removed and replaced by the Contractor. The Contractor shall make necessary removals, replacements and corrections at no additional cost to the City. The Contractor shall not receive any time extension for removal, replacements and corrections of deficient work unless approved by the Engineer. The Contractor shall not receive any time extension for failure to notify the City in a timely manner for inspection before paving operations.

Approval shall be a written document from the Engineer. Verbal approval shall not be accepted.

340.5.2 Concrete Flat Work

REMOVE in its entirety and REPLACE with the following:

Sidewalks, driveways, alley intersections, valley gutters, curb ramps and aprons, to include spandrels, will be measured to the nearest square foot complete in place. When concrete sidewalks, sidewalk ramps, driveways, alley intersections, valley gutters, curb ramps, aprons and/or spandrels are cut during trenching operations, the square foot measurement for payment will be in accordance with Section 336 of these specifications.

340.5.3 Curb Ramp Installation

REMOVE in its entirety and REPLACE with the following:

Curb ramp installation shall be measured in accordance with Section 340.5.2 of these specifications. Detectable warnings are an integral part of curb ramp installations and shall not be measured or paid separately.

Perpendicular curb ramps shall include the area from the back of curb between the outer edges of the ramp wings to the top of the curb ramp, ending prior to and excluding the top landing. The top landing area shall be measured as sidewalk in accordance with Section 340.5.2. Ramp curbs are an integral part of the perpendicular curb ramp installation and shall not be measured or paid separately.

Parallel and combination curb ramps shall include the ramp area between the ramp curb and the back edge of the roadway curbing. Ramp curbs are an integral part of parallel curb ramp and combination curb ramp installations and shall not be measured or paid separately.

ADD the following subsection to 340.5 Measurement:

340.5.4 Aggregate Base Course

Aggregate base course shall be considered incidental to all items in this section.

340.6 PAYMENT

ADD the following:

Aggregate base course shall be considered incidental to all items in the section.

No separate measurement or payment for the curb returns and transition curbs for driveways shall be made.

SECTION 345: ADJUSTING FRAMES, COVERS AND VALVE BOXES

345.1 DESCRIPTION

REMOVE the second paragraph in its entirety and REPLACE with the following:

All frames, covers, valve boxes, manholes, etc., shall be adjusted to finished grade after placement of asphalt concrete surface course by the Contractor in accordance with the standard details. Adjustments shall be completed within 15 working days of completion of paving.

The Contractor shall remove old frames and covers and install new frames and covers in accordance with the contract documents.

345.3 ADJUSTING FRAMES

REMOVE the second paragraph in its entirety and REPLACE with the following:

Frames shall be set to the elevations and slopes established by the Engineer and shall be firmly blocked in place in accordance with COP GES Detail 422Q. Spaces between the frame and the old seat shall be sealed on the inside to prevent any concrete from entering the hand hole or manhole. Class AA concrete shall be placed around and under the frames to provide a seal and properly seat the frame at the required elevation and slope.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ -inch wide by ½ - inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Details 270Q and 422Q)

Existing frames and covers shall be salvaged to the City. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

After removal of the temporary asphalt pavement in the area of adjustment, and prior to placement of the final concrete collar ring (as shown on COP GES Details 270Q and 422Q) the asphalt pavement in proximity of the adjustment shall be rolled with a self-propelled steel wheel roller if requested by the Engineer.

Traffic shall not be allowed on the concrete collars until the concrete has reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use “high-early” in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

345.4 ADJUSTING VALVE BOXES

REMOVE in its entirety and REPLACE with the following:

Valve boxes shall be adjusted to the new elevations indicated on the plans, or as established by the Engineer.

New valve box top risers and caps shall be furnished by the Contractor at existing water valve locations and placed as directed by the Engineer. New valve box top risers and caps shall be considered incidental to the cost of adjustment.

Existing valve box risers and caps shall be salvaged to the City. All salvaged items shall be delivered to the City Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ inch wide by ½ inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Detail 391Q)

Traffic shall not be allowed on the concrete collars until the concrete had reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use “high-early” in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

Add the following subsection to 345.4 Adjusting Valve Boxes:

345.4.1 Adjusting Meter Boxes

Meter boxes shall be adjusted to the new elevations indicated on the plans, or as established by the Engineer.

Additional meter box sections, concrete, and miscellaneous items required to protect the utility in accordance with the respective standard detail shall be considered incidental to adjusting the meter box.

345.5 ADJUSTING MANHOLE AND VALVE COVERS WITH ADJUSTMENT RINGS

REMOVE in its entirety and REPLACE with the following:

Existing sanitary sewer manhole and covers shall be salvaged to the City. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer.

Adjusting rings may be used to raise manhole covers in conformance to the dimensions noted on COP GES Detail 420Q-1. The amount of adjustment, thickness of seal or overlay, and cross slope will be considered when using adjusting rings. Each location where an adjusting ring is used must have a sufficient depth of asphalt to assure the proper installation and operation of the ring. The rings shall be made of concrete and installed per the manufacturer’s specifications. The rings shall be approved by the Engineer.

The concrete collar ring around the frame or valve box shall be circular, shall be a minimum of 8 inches thick, struck off and finished ¼ inch below with the adjacent new pavement surface. Concrete shall be a minimum of Class AA. All concrete shall be obtained from plants approved by the Engineer.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ inch wide by ½ inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Detail 270Q)

Traffic shall not be allowed on the concrete collars until the concrete has reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use “high-early” in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

All machined surfaces on the frame and cover shall be such that the cover will lie flat in any position in the frame and have a uniform bearing through its entire circumference. Any frame and cover which creates any noise when passed over by automobiles shall be replaced by the Contractor at the Contractor’s expense.

345.6 MEASUREMENT

ADD the following:

Measurement for adjusting existing frames, covers, valve boxes, and water meter boxes to finished grade shall be the actual number of each type adjusted and accepted.

Measurement for adjusting new frames, covers, valve boxes, and water meter boxes shall not be measured as adjustment to finished grade is considered incidental to installation of the respective item.

SECTION 350: REMOVAL OF EXISTING IMPROVEMENTS

REMOVE the section in its entirety and REPLACE with the following:

350.1 DESCRIPTION

The work under this section shall consist of the removal, wholly or in part, and satisfactory disposal of all structures and obstructions within the right-of-way 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 cavities.

Existing structures, pavement, sidewalks, curbs, gutters 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 become the property of the Contractor.

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 damage active utilities or any portion of the improvement that is to remain in place.

350.2 CONSTRUCTION REQUIREMENTS

Bridges, culverts and other structures in use by traffic shall not be removed until satisfactory arrangements have been made to accommodate the traffic. Blasting or other operations necessary for the removal of an existing structure or obstruction, which may damage new construction, shall be completed prior to commencing the new work.

Items designated to be salvaged shall be carefully stockpiled or stored by the Contractor at locations designated in the special provisions 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 of these specifications. Backfill of all excavated areas below structures shall be in accordance with MAG Specification and COP Supplement 206.4.

350.3 REMOVAL OF PAVEMENT

(A) Portland Cement Concrete Pavement: Unless otherwise specified in the special provisions, concrete pavement designated on the project plans to be removed shall be removed from the job site and disposed of at a site secured by the Contractor.

Where new construction is to join the existing concrete pavement, the pavement shall be saw cut to a true line perpendicular to the centerline of the pavement with straight vertical edges free from irregularities.

(B) Bituminous Pavement: Unless milling is noted on the plans or is a bid item, all bituminous pavement designated on the project plans to be removed, shall be completely removed down to the underlying base course or subgrade. The pavement material shall be removed and disposed of at a site secured by the Contractor.

Where new construction is to join existing bituminous pavement, the existing pavement shall be cut to a true line perpendicular to the centerline of the pavement with straight vertical edges free from irregularities. The removal of asphaltic concrete at the approaches to structures shall be accomplished in a manner approved by the Engineer.

350.4 REMOVAL OF STORM PIPE AND CULVERTS

All removed pipe which is to be salvaged or re-laid shall be cleaned of all earth and other material inside and outside prior to being stockpiled or reused. Pipe to be reused shall be stored when necessary to avoid damage or loss before relaying.

Existing pipe to be partially removed shall be cut with straight and smooth edges on a plane perpendicular to the center line of the pipe.

Pipe that is not salvaged shall become property of the Contractor, removed from the project, and disposed of properly.

350.5 REMOVAL OF MISCELLANEOUS CONCRETE

Miscellaneous concrete shall be defined as all or portions of mortared rubble masonry, curbs, gutters, sidewalks, driveways, aprons, slope paving, island paving, retaining walls, spillways, drainage structures, concrete box culverts, foundations, footings and all other Portland cement concrete or masonry construction, except bridges and pavement. All existing miscellaneous concrete shall be removed to a depth of at least 5 feet below finished subgrade elevation unless otherwise noted on the project plans or special provisions. Other specification sections that discuss removal of concrete items shall supersede the provisions in this section.

Where new concrete is to join existing concrete, the existing concrete shall be saw cut to a true line with straight vertical edges free from irregularities.

Concrete removal operations shall be performed without damage to any portion that is to remain in place. All damage to the existing concrete, which is to remain in place, shall be repaired to a condition equal to that existing prior to the beginning of removal operations. The repairing of existing concrete damaged by the Contractor's operations shall be at no additional cost to the City.

Existing reinforcement that is to be incorporated in new work shall be protected from damage and shall be thoroughly cleaned of all adhering material before being embedded in new concrete.

Concrete shall be disposed of as provided in 350.3(A).

The floors of concrete basements, pits and structures that are located within the right-of-way shall be completely removed.

350.6 REMOVAL OF UTILITIES

Removal of water mains, sewer mains, and related appurtenances shall be in accordance with COP Supplement 650 and 651, respectively.

All existing utilities not designated for removal shall remain in place and be protected against damage.

A utility may be abandoned in place below a new major structure that is part of the work only if approved by the Agency and solidly filled with grout using methods approved by the Agency. All abandoned utilities to remain and the approved abandonment method shall be noted on the installation record drawings.

Utilities to be removed by the Contractor shall be disconnected and taken out in accordance with the requirements of the utility owner to the limits shown on the plans. Utility removal shall not be performed until a release has been obtained from the utility stating that their respective service connection and appurtenant equipment have been disconnected, removed or sealed and plugged in a safe manner.

The Engineer shall be notified when utilities are encountered that are not shown on the plans.

350.6.1 Removal and Disposal of Asbestos Cement Pipe

(A) Background

Asbestos Cement Pipe (ACP) is a mixture of Portland cement and asbestos fibers. It was introduced into North America in 1931 and by 1953 the American Water Works Association (AWWA) had established standards for ACP. Along with many other cities, ACP water mains were installed in the city of Prescott and as a consequence, we have a considerable quantity of this material in service. Some of these mains are old and need to be replaced; some are undersized and need to be upsized; and others are in conflict with new utility installations and need to be relocated. These actions require all or part of the existing ACP system to be removed and disposed. Subsequent to ACP's introduction into the United States, the EPA determined that asbestos, in an airborne condition, is a hazardous material and established laws/guidelines for the handling and disposal of the material. The Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) establishes requirements for the removal and disposal of regulated asbestos containing materials. This policy statement establishes procedures and identifies responsibilities for the proper handling of asbestos-cement pipe in conformance with the Asbestos NESHAP requirements in effect as of November 1990.

NOTE: As used herein, the term "Excavator" shall refer to that entity (individual or contractor) which actually excavates and exposes the pipe. The term "Generator" means any owner or operator of a source (covered by the regulation) whose act or process produces asbestos containing waste material. The term "extra cost" shall refer to the cost over and above the removal and disposal of the pipe in a non-friable state.

(B) Policy

(1) It is the intent of the City to comply with the requirements of the Asbestos NESHAPS found at 40 CFR Part 61, Subpart M. This Policy Statement will establish procedures to be used by all Excavators in the removal and disposal of ACP in compliance with NESHAPS. Nothing in this Policy Statement shall be construed to void any provision of a contract or other law, ordinance, regulation or policy whose requirements are more stringent.

(2) ACP is defined under NESHAPS as a Category II, non-friable, non-regulated material in its intact state but which may become friable upon removal, demolition, and/or disposal. Consequently, if the removal/disposal process renders the ACP friable, it is regulated under the disposal requirements of 40 CFR 61.150. If more than 260 linear feet of ACP is removed which on removal will become friable, a NESHAPS notification must be filed with the Yavapai County Environmental Services Department. The notification must be filed at least 10 days prior to removal of the material. If it remains in its non-friable state, as defined by the NESHAPS, it can be disposed as a conventional

construction waste. EPA defines friable as material, when dry, which may be crumbled, pulverized or reduced to powder by hand pressures.

(3) The Generator of the hazardous material is responsible for the identification and proper handling, transportation, and disposal of the material. Therefore, it is the policy of the City that if the actions of the Excavator cause the material to become friable, and therefore subject to the regulations, that the Excavator becomes the Generator.

(4) The requirements of A.R.S. § 40-360.21 through 40-360.32 (Blue Stake Law) are important with respect to implementation of this policy statement. The Blue Stake Law mandates the owner of the facility (in this case the City) to maintain installation records and, upon request, to properly locate the underground facility. The law also places requirements on the Excavator to:

- (a) Call Arizona 811 at least 2 working days prior to the start of excavation.
- (b) Mark the boundaries of the location to be excavated.
- (c) Excavate in a careful and prudent manner, including hand digging within 24 inches of the underground facility.
- (d) Notify the City if the Excavator encounters an underground facility that has not been located and marked or has been marked in the wrong location.

If the Excavator does not comply in full with Arizona 811 requirements and therefore causes non-friable ACP to become friable, any and all extra costs incurred to handle, containerize, transport, and dispose of the asbestos containing waste shall not be paid or reimbursable by the City. If Arizona 811 requirements are met and ACP is accidentally or unknowingly disturbed thereby causing it to become friable, the Excavator may seek reimbursement from the City for additional costs to handle, containerize, transport and dispose of the material following the procedures described herein.

(5) The Contractor shall retain the services of an independent, qualified, licensed asbestos abatement Consultant. All removal and disposal of ACP shall be under the cognizance of the Consultant. The Excavator is responsible to contact the Consultant a minimum of 2 working days prior to the initiation of removal/disposal operations.

The Consultant will monitor the Excavator's work. If the ACP was not planned for removal and the Excavator accidentally disturbs the pipe, the Excavator will cease all work and notify the Engineer immediately for further instructions.

(6) It is the intent of the City that all ACP shall be removed in such careful and prudent manner that it remains intact and non-friable. The Excavator is responsible to deploy the means, methods, techniques, and sequences to ensure this result. When it is a practical impossibility, as determined by the Engineer, to remove the ACP without creating a friable material, the City will pay the Excavator for the removal of friable material in accordance with the measurement and payment section. The Excavator shall take steps to minimize the amount of the friable waste and abide with all asbestos regulatory requirements. The Consultant shall be available to provide recommendations or suggestions, which the Excavator may or may not choose to deploy. The Consultant shall measure or otherwise assess and recommend to the Engineer the amount or percentage of friable waste for which the City should pay for removal and disposal with the remainder being the responsibility of the Excavator. If the ACP is caused to become friable, the Consultant shall conduct perimeter air monitoring upon request by the City. If the Excavator fails to notify the Consultant, fails to excavate and remove the ACP in a careful and prudent manner creating friable material or fails to abide with all asbestos regulatory requirement, the Excavator shall be deemed to be the Generator responsible to handle, transport and dispose of the ACP in accordance with the NESHAPS requirements and will not be reimbursed for any cost incurred. This will include all penalties and associated legal fees of the Generator as well as any penalties assessed against the City, and any associated legal fees incurred by the City for violation of any of the asbestos regulatory requirements that are caused by the Excavator.

- (7) ACP shall NOT be crushed and left in place.
- (8) Compliance with all aspects of worker safety and health regulations including but not limited to the OSHA Asbestos Standard is the responsibility of the Excavator. The City assumes no responsibility for compliance programs which are the responsibility of the Excavator.
- (9) Payment for removal of non-friable existing asbestos cement pipe shall be at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill in accordance with the specifications.
- (10) Payment for removal of friable existing asbestos cement pipe shall be a contingent item at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill as determined by the Engineer in accordance with this section and other provisions of the specifications.

350.7 REMOVAL OF SIGNS AND DELINEATORS

Street signs, traffic control signs, traffic signal material and control devices shall be removed as designated on project drawings, salvaged and delivered to the City at the site designated by the Engineer. The Contractor shall dismantle the sign panels and delineators and remove the sign posts from the ground in such a manner as to prevent damage to the posts. The Contractor shall not remove the existing signs prior to the completion of the new sign installation, but shall remove them within 5 working days after the installation of the new signs or as directed by the Engineer.

350.8 REMOVAL OF FENCE

All fence to be removed, shall become the property of the Contractor unless designated for salvage on the project plans. If fence is designated to be removed and salvaged, all fence, including gates shall be salvaged in accordance with the requirements of 202-3.01.

When designated for salvage, fence and gates shall be carefully dismantled and neatly rolled or coiled. Posts shall be cleaned of all concrete and dirt.

In areas where new fence or relocated fence is to be installed, the Contractor shall perform the removals in such a manner as to prevent the escape of any livestock and/or domestic pets, including the placement and removal of temporary fence when necessary.

350.9 REMOVAL OF GUARDRAIL

All guardrail to be removed shall become the property of the Contractor unless otherwise specified on the project plans.

If guardrail is designated to be removed and salvaged, the Contractor shall carefully dismantle the guardrail and remove the blocks and posts in such a manner as to prevent any damage to the removed items. The guardrail, including panels, end sections, posts and all hardware shall be salvaged in accordance with the requirements of 350.2.

350.10 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for removal of existing improvements unless otherwise noted on the plans or there being removal bid items. This work shall be considered incidental and included in the unit price bid for construction of the appropriate contract pay items.

Measurement for non-friable and friable asbestos cement pipe shall be by the linear foot of pipe removed.

Payment for removal of non-friable existing asbestos cement pipe shall be at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill in accordance with the specifications.

Payment for removal of friable existing asbestos cement pipe shall be a contingent item at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill as determined by the Engineer in accordance with paragraphs E and F and other provisions of the specifications.

PART 400 – RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401: TRAFFIC CONTROL

401.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Traffic control is the responsibility of the Contractor and shall be performed in accordance with 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 with the latest revisions, Prescott Traffic Barricade Manual, and the project plans.

(A) Prior to beginning the project, the Contractor shall submit to the City, for approval, a traffic control plan for all activities connected with the proposed work. He must obtain approval from the Engineer for the traffic control plan and schedule prior to any construction. The Contractor shall submit the traffic control plan to the Engineer at or before the project preconstruction conference.

(B) Written notice shall be given to the Engineer or the Engineer's authorized representative on the job 48 hours prior to any changes in detours or routes of access. The notice shall give specific details with maps showing the access to all residences and businesses affected by the project.

(C) The City Police and Fire Departments shall be continually updated on access routes along and through the site during construction.

401.2 TRAFFIC CONTROL DEVICES

ADD the following:

(C) All traffic control devices required for the project shall be the responsibility of the Contractor.

(D) When required to cross, obstruct, or close a street, traffic way, or sidewalk for a short duration that is approved by the Director, the Contractor shall provide and maintain suitable bridges, detours or other approved temporary means for the accommodation of vehicular and pedestrian traffic.

(E) When traffic conditions at the construction site warrant the use of certified police personnel to direct traffic, arrangements shall be made with the City Police Department, Yavapai County Sheriff's Office, or Department of Public Safety for off-duty officers.

401.3 FLAGMEN OR PILOT CARS

REMOVE in its entirety and REPLACE with the following:

The Contractor shall provide sufficient certified flagmen, uniformed off-duty law enforcement officers and pilot cars to expedite the safe passage of traffic through the work zone as determined by the Engineer.

Any individual who is stationed in a work zone to provide temporary traffic control (flagmen) or to drive a pilot car shall have completed training and be certified in flagging through a program that meets the training and certification standards of the National Safety Council flagger training program, the American Traffic Safety Services Association (ATSSA) flagger program or an equivalent program that meets the same objectives. An equivalent program must be approved by the Director and meet the US Department of Transportation Federal Highway Administration's Standards for the control of traffic through highway work zones as defined in the manual on uniform traffic control devices for streets and highways. This training and certification shall be renewed at least once every 4 years. It is the Contractor's responsibility to provide the certifications to the Engineer before flagmen engage in the traffic control and/or temporary traffic control. This section does not apply to law enforcement personnel who are employed by governmental entities. Should appropriately trained flaggers not be present, the City, at its discretion may cease operations until appropriately trained flaggers can be provided on-site.

401.6 MEASUREMENT

REMOVE in its entirety.

401.7 PAYMENT

REMOVE in its entirety.

ADD the following subsection to Section 401- Traffic Control:

401.8 MEASUREMENT AND PAYMENT

Payment for traffic control shall be at the applicable unit price bid in the contract documents.

(A) Preparation of traffic control plan shall be inclusive of all submittals, reviews and if needed, re-submittals.

(B) Flaggers shall be per hour for actual time directing traffic. It does not include travel time or time spent setting up or taking down devices.

(C) In the event off-duty police personnel are required to direct traffic, the bid schedule includes an allowance for certified police personnel for the purpose of encumbering funds to cover the cost of certified police personnel. The amount of the allowance is determined by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount in the bid proposal and shall reflect the same in the total bid for the project.

It shall be understood that this allowance is an estimate only. The allowance shall be not used without approval of the Engineer.

Reimbursement for certified police personnel shall be based on actual cost, plus an allowable markup to the prime Contractor of 15 percent, for use of certified police personnel approved by the Engineer.

Flagmen, uniformed off-duty law enforcement officers or pilot cars, with driver, will be measured by the hour for each individual, including vehicle and equipment, required to perform traffic control. When an officer is

used less than 3 hours, a minimum of 3 hours will be charged. Anything over 3 hours will be measured by the hour.

Payment will be made at the contract bid price in the proposal for uniformed, off-duty law enforcement officer. If the officer is utilized in excess of 8 hours in any calendar day or in excess of 40 hours in any calendar work week, payment shall be at the rate of 1½ times the contract bid price for all hours worked in excess in either of the above time periods.

(D) Barricades and storage shall be at the lump sum bid and shall be inclusive of all temporary signs and devices in the traffic control plan and as required by the MUTCD, COP Traffic Barricade Manual and the Engineer.

(E) Message boards shall be measured by each per day as determined necessary by the approved traffic control plan and the Engineer.

(F) Pilot car and driver shall be per hour for actual time used as required by the approved traffic control plan and the Engineer. It does not include travel time or time spent setting up or taking down devices.

(G) Incidental traffic related items shall include all other pertinent tools, equipment, devices and or work required to provide safe and effective traffic control in accordance with the approved traffic control plan, the MUTCD and the Engineer.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 402: PAVEMENT MARKINGS AND STRIPING

402.1 THERMOPLASTIC PAVEMENT MARKINGS

Work under this item shall be performed per ADOT Specification 704.

(A) Stop Bars and Crosswalks: Work under this item shall consist of the application of thermoplastic striping material at the locations noted on the project plans. All stop bars shall be 18 inches in width unless otherwise specified. Crosswalks shall be 12 inches in width.

(B) Measurement shall be in accordance with ADOT Specification 704-5 (width times length divided by 4 inches equals LF as shown in bid schedule).

(C) Pavement Markings: Pavement markings shall be in accordance with ADOT Specifications 704-4, ADOT 4-M 1.12 through 4-M 1.17, and as modified herein. Work under this item shall consist of the application of thermoplastic striping material at the locations noted on the project plans.

402.2 TEMPORARY STRIPING

Work under this item, temporary striping (paint) where required, shall be performed per ADOT Specification 701-3.05.

402.3 PERMANENT PAVEMENT MARKINGS

Work under this item shall be performed per ADOT Specification 708.

402.4 MEASUREMENT AND PAYMENT

Measurement and payment for pavement markings shall be at the per each basis for each legend or marking installed in accordance with ADOT Specification 704-5.

Measurement and payment for temporary striping shall be per ADOT Specifications 708-4 and 708-5.

Measurement for permanent pavement markings shall be in accordance with ADOT Specification 708-4 (width times length divided by 4 inches equals LF as shown in bid schedule). Payment for permanent pavement markings shall be in accordance with ADOT Specification 708-5.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 403: PERMANENT SIGNING, SIGN POSTS AND DELINEATORS

403.1 DESCRIPTION

Work under this item shall be done in accordance with the project drawings and requirements of the Manual MUTCD, MAG Detail 131, and ADOT Signing and Marking Standards.

403.2 GENERAL SIGNING GUIDELINES

- (A) All signing shall conform to the most recent editions of the publications shown above with regard to size, color, shape and placement.
- (B) All signs shall be new (other than those shown to be relocated). All new and relocated signs shall be mounted on new posts with new hardware. Signs designed for installation on existing street light poles shall be mounted with new hardware.
- (C) Traffic sign dimensions, colors and lettering shall conform to the latest MUTCD Specifications. Traffic sign size shall be standard unless otherwise specified here or on the plans.
- (D) All non mountable curb section signs shall be located at least 2 feet from the curb face to the nearest edge of the sign. All other roadways signs shall be mounted from 6 feet to 12 feet from the edge of the pavement to the nearest edge of the sign, unless otherwise noted in the sign summary table or on the plans.
- (E) Roadways with guardrail signs shall be located at least 6 feet from the face of the guard rail to the nearest edge of the sign, unless otherwise noted in the sign summary table or on the plans.
- (F) Sign location shall be coordinated with landscaping plans to ensure sign visibility per AASHTO Standards.
- (G) Signs shall be mounted on street light poles whenever feasible.
- (H) All signs installed in areas where parking or pedestrian movements occur shall typically be erected at a height of 7 feet above the normal edge of pavement or sidewalk to the bottom of the sign or to the lowest sign in a multiple sign installation assembly with the following exceptions:
 - (1) The height to the bottom of a secondary sign mounted below another sign may be up to 2 feet less than the height specified above.
 - (2) If the bottom of a secondary sign that is mounted below another sign is mounted lower than 7 feet above a pedestrian sidewalk or pathway, the secondary sign shall not project more than 4 inches into the pedestrian facility.

- (3) Object markers shall be installed at least 4 feet above the normal edge of pavement.
- (I) All R1-1 "STOP" signs and pedestrian warning signs shall be reflective with all reflective sheeting material to be diamond grade.
- (J) All other signs are to be reflective with all reflective sheeting material to be high intensity prismatic meeting or exceeding ASTM D4956-04.
- (K) Sign blanks shall be 5052-H38 alloy treated aluminum with Alodine 1200 conversion coating, 0.080 inch thick with rounded corners.
- (L) Stop signs are to be shown at all local street intersections within a subdivision unless an engineering study shows that no control or yield control is warranted. Stop signs shall be designed and shown at all collector and non signalized arterial street intersections.
- (M) Stop signs and Yield signs shall be a minimum of 30 inches in width. When specified by the City Traffic Engineer 36 inch and/or 48 inch signs may be required on major collectors and arterial streets.

403.3 SIGN POSTS

- (A) Sign posts shall conform to the COP GES Detail 131Q.
- (B) For new construction the Telspar, Uni-strut or approved equal 12 gauge, galvanized steel, 4 sided perforated square tubing is required. Two inch tubing shall be used for smaller signs while 2½ inch tubing shall be used for the larger signs.
- (C) The post shall be tall enough to provide the minimum clearances specified in COP GES Detail 131Q.
- (D) The base and sleeve system for the sign shall be anchored in a minimum of a 24 inch deep, 12 inch diameter foundation of concrete. The base shall have a breakaway slip base system. The exposed post from the base shall be 4 inches to 6 inches high.
- (E) Signs over 48 inches wide shall be mounted on two, 2½ inch posts with a horizontal support frame.
- (F) All station locations are approximate. The Contractor shall verify actual sign locations with the Engineer prior to the installation of all signs.
- (G) The Contractor shall verify post lengths and elevations prior to installation.

403.4 MEASUREMENT AND PAYMENT

Measurement and payment shall be the unit price per each for posts and delineators and per square foot for sign panels, complete and in place.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 404: LOOP DETECTORS

404.1 QUADRUPOLE LOOP DETECTORS

- (A) Loop detectors shall be installed in base course of asphalt concrete pavement and conform to ADOT Specifications 735 and 732-2.01, ADOT Traffic Signals and Lighting Standard Drawings (2010) 7-1. All

loop detectors shall be installed per ADOT Signals and Lighting Standard Drawing T.S. 7-1, Sheet 2. Installation shall include the home runs and installation of loop wiring into the existing signal cabinet. The hardwiring in the cabinet will be accomplished by City forces unless otherwise specified.

(B) Prior to bidding, the Contractor shall verify the location and layout of the existing detector loops and appurtenant home runs to ensure that home runs are re-established in their original configuration. Loop detectors shall be centered in lanes. The Contractor shall verify loop layout with the Inspector prior to installation.

404.2 MEASUREMENT AND PAYMENT

Measurement shall be a complete quadrupole loop installation. Payment shall be made on a per each installed basis.

SECTION 405: SURVEY MONUMENTS

405.1 DESCRIPTION

ADD the following:

All efforts shall be made to protect survey monuments from being disturbed or damaged. Monuments shall be: 1) re-established by a Registered Land Surveyor at the Contractor's expense if disturbed, damaged or covered, and 2) located by a Registered Land Surveyor where noted on plans.

All survey monuments, including but not limited to street centerline monuments, benchmarks, control points, and property corner monuments shall not be moved or otherwise disturbed by the Contractor until an authorized agent of the agency having jurisdiction over the survey monuments has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction. Any survey monuments uncovered, found, damaged, defaced, disturbed, removed, or displaced by the Contractor shall be replaced at the Contractor's expense.

405.2 MATERIALS

REMOVE the first paragraph in its entirety and REPLACE with the following:

The concrete portion of monuments shall be constructed in accordance with the provisions in Sections 725 and 505 of these specifications. Concrete shall be Class AA.

405.3 CONSTRUCTION

REMOVE the fourth paragraph in its entirety.

ADD the following:

Frames, covers and concrete shall be installed per COP GES Detail 120Q.

405.5 PAYMENT

ADD the following:

No separate payment shall be made for resetting property monuments. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

Payment for survey monuments shall be based on a per each unit complete in place.

SECTION 430: LANDSCAPING AND PLANTING**430.3.2 Seeding**

REMOVE in its entirety and REPLACE with the following:

430.3.2 Seeding (Hydraulic)

(A) Seeding consists of furnishing and applying chemical fertilizer; furnishing and planting seed and furnishing, applying and affixing mulch. The areas to be seeded are disturbed or un-vegetated areas. Slopes are required to be seeded immediately upon completion; coordination with grading operations will be required.

Application rates of seed as specified are for Pure Live Seed (PLS). PLS is determined by multiplying the sum of the germination and hard or dormant seed by purity. Weed content of seed shall not exceed 0.5 percent. No substitution of species, strain or origin of seed will be allowed unless evidence is submitted in writing by the Contractor to the Engineer showing that the specified materials are not reasonably available during the contract period. The substitution of species, strains or origins shall be made only with the written approval of the Engineer, prior to making said substitution.

The seed shall be delivered to the project site in standard, sealed, undamaged containers. Each container shall be labeled in accordance with A.R.S. § 3-231 through 3-243 and the US Department of Agriculture rules and regulations under the Federal Seed Act. Labels shall indicate the variety or strain of seed, the percentage of germination, purity and weed content, and the date of analysis, which shall not be more than 9 months prior to the delivery date.

(B) Seed Mix

<u>Botanical Name</u>	<u>Common Name</u>	<u>Seed/lb</u>	<u>Rate/Acre- PLS (Pure Live Seed)</u>
Agropyron dasystachym	Thickspike Wheatgrass	154,000	3.0
Bouteloua gracilis	Blue Gramma	825,000	2.0
Koeleria crisata	Prairie Junegrass	825,000	1.0
Mulenbergia wrightii	Spike Muhly	1,000,000	1.5
Festuca arizonica	Arizona Fescue	500,000	2.0
Elymus elymoides	Squirrel Tail	192,000	4.0
Sporobolus cryptandrus	Sand Dropseed	5,298,000	0.75

(C) Seed Supply Agreement: The required species may be in short supply during the project. Therefore, the Contractor shall enter a contractual agreement with a seed collector/supplier that verifies that sufficient supply of specified plant materials will be available on or immediately prior to the seeding dates. This requirement shall be fulfilled within 45 days following the preconstruction conference in order to allow sufficient time for seed collection. The Contractor shall provide written notification to the Engineer verifying that the required species are available and secured for the project. The collection contractor shall test the seed for purity and viability and hold the seed in a manner which maintains its viability. The Contractor shall submit purity and viability test results to the Engineer for approval prior to the initiation of seeding operations. If it is required to be held for more than a year from initial testing the seed shall be tested again for viability. The Contractor shall compensate the seed supplier a percentage of the seed cost to hold seed material and for the seed tests as identified in Basis for Payment.

(D) General

The slurry for the hydroseed process shall be as follows:

<u>Slurry Mix</u>	<u>Rate</u>
Hydrofiber: Silva, Conwed or Spray mulch x-100 wood fiber or equivalent	800 lbs/acre
Tackifier	80 lbs active ingredient/acre
Starter fertilizer: Ammonium Phosphate	16-20-0 200 lbs/acre
Seed mix	As specified
Soil conditioner	1000 lbs/acre

The seed shall be applied within 30 minutes after being combined with the slurry mix.

<u>Ingredients for Slurry Application</u>	<u>Percentages (Minimum)</u>
Nitrogen	5
Phosphoric Acid	3
Water Soluble Potash	1
Humas	50
Humic Acids	15
Soluble Metallic Iron	1

(E) Wood Cellulose Fibers: Wood fiber mulch shall consist of a specially prepared wood fiber processed to contain no growth germination inhibiting factors. The mulch shall be virgin wood and be manufactured and processed so the fibers will remain in uniform suspension in water under agitation to form a homogenous slurry. The mulch shall have a pH range between 4.5 to 6.5.

When hydraulically sprayed on the ground, the material will form a blotter-like cover impregnated uniformly with seed. The cover will allow the absorption of moisture and allow rainfall to percolate to the underlying area.

(F) Tacking Agent: Binder shall be free flowing, non-corrosive powder produced from natural plant gum marketed under M-Binder, M145 Binder, AZ-TAC or approved equal. It shall have gelling properties to inhibit the tendency of water and fiber to move downhill as they are sprayed on steep slopes.

(G) Construction Requirements

(1) General: The Engineer will regularly observe the weighing of seed, mixing of slurry mix and application of seed.

(2) Seeding: Seeding shall be done immediately following the final grading or disking of each cut slope and each fill slope. The soil surface shall be loose. The Contractor will be required to mobilize frequently to accomplish this goal. No seeding shall be carried out under wind conditions exceeding 5 mph. Scheduling of seeding mobilization will be coordinated with the Engineer at the weekly construction meetings. In no case shall a decision by the Engineer relieve the Contractor from the requirement of seeding prior to measurable rainfall. If measurable rain falls prior to seeding, or if the surface of the graded area has formed a crust or slightly hardened surface, the Contractor shall be responsible for ripping, blading or loosening the ground surface, or otherwise repairing and/or preparing the affected areas for seed, after they adequately dry out and prior to seeding, at no cost to the City. The use of specialized equipment or manual methods may be required to prepare the surface for seeding, if seeding is not accomplished immediately after grading or disking.

Seed is to be accomplished during the window of June 1 to July 15 and November 1 to January 30. These windows are to allow expected seasonal rains to start germination process.

All areas disturbed by construction are to be seeded. This may be more area than shown on the plans. All areas are to be approved by the Engineer. The Contractor shall coordinate seeding operations with slope construction so that the tops of cuts and toes of fills can be reached with hydroseed equipment.

Hoses may be used where heavy equipment cannot access.

(3) Tillage: All slopes steeper than 3:1 shall either have a loose, friable soil depth of 2 inches or more or be tilled a minimum of 4 inches in depth as they are constructed.

Tillage shall be accomplished with a ripper bar, chisel plow or harrow tool or with other equipment which will provide thorough soil cultivation.

Tillage shall be performed along the contour. The slopes behind guardrail and in the ditch line in cut shall be left with roughened surface to aid in water absorption. Seeded areas which are not behind guardrail or between the ditch line and the roadway on a cut shall be left in a firm surface free of foreign material that would interfere in the seeding operation.

No work shall be done when the moisture content of the soil is unfavorable or the ground is otherwise in a condition not conducive to tillage.

(4) Planting: The Contractor shall submit a batch (tank) mix for the Engineer's approval prior to mixing any seed/mulch slurry. Batch mixing and coverage will be monitored throughout seeding operations. The Contractor is to coordinate monitoring with the Engineer in advance of mixing.

After the tillage is complete and accepted by the Engineer, seed shall be planted by slurry mix (cut slopes steeper than 3:1).

All areas to be seeded shall have a starter fertilizer of ammonium phosphate 16-20-0 applied at a rate of 200 pounds per acre and soil condition at the rate of 1,000 pounds per acre.

Any material sprayed on non-designated areas shall be immediately removed by the Contractor at the Contractor's expense. Non-designated areas include pavement, guardrails, signs, plants and existing vegetation.

(5) Anchorage by Tacking: Mulch shall be anchored by tacking using a slurry consisting of a minimum of 150 pounds of binder, 400 pounds of wood fiber mulch and 700 gallons of water per acre.

(6) Preservation of Seeded Areas: Any material sprayed on non-designated areas shall be immediately removed by the Contractor at the Contractor's expense. Non-designated areas include pavement, guard rails, signs, plants, and existing vegetation.

(7) Warranty: The Contractor shall guarantee that 75 percent of the applied tackifier remains in place for a period of 30 days after acceptance of the seeding application. Any areas that have less than 75 percent of the tackifier remaining shall be reseeded, re-mulched and re-tacked at the Contractor's expense.

Areas that require reseeding and re-mulching under the warranty shall be done at no additional cost to the City. The 30 day period(s) shall be within the allotted contract time.

Measurement and Payment: Seeding will be measured by the acre, to the nearest tenth acre, measured along the ground surface for the areas which have been planted and mulched, as determined by the Engineer. The Contractor may be reimbursed a partial payment based on the invoice amount for the cost to hold and test the seed in conformance with the Seed Supply Agreement.

The accepted quantities of seeding, measured as provided above, will be paid for at the contract price per acre for the full performance of the work herein described, which price shall be full compensation for the work completed including all equipment, labor and materials required.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 431: LANDSCAPE ROCK

431.1 REMOVE AND REPLACE LANDSCAPE ROCK

Landscaping shall be protected and restored in accordance with Section 107.9 of these specifications. Existing landscaping rock shall be removed, stockpiled, and replaced in its original position as closely as possible.

Measurement and Payment: Payment shall be per lump sum amount.

PART 500 – STRUCTURES

SECTION 505: CONCRETE STRUCTURES

505.1.1 Minor Structures

REMOVE in its entirety and REPLACE with the following:

Concrete structures such as manholes, catch basins, median barriers, headwalls, cattle guards, and other miscellaneous structures as defined by the Engineer are hereby defined as minor structures. Minor structures

shall be precast units. MAG Type D Catch Basins shall be cast-in-place. Cattle guards, median barriers, and headwalls, at the option of the Engineer, may be either constructed of cast-in-place concrete, or furnished as precast units. Precast units shall be fabricated in accordance with shop drawings submitted by the Contractor and approved by the Engineer, in accordance with the requirements of MAG Specification and COP Supplement 105.2. All structures not defined as minor structures shall be classified as major structures.

(A) Concrete Drainage Outlet/Structure: The work consists of constructing a concrete drainage outlet(s) and structure(s) as designated on the project drawings in accordance with Sections 505 and 725 of these specifications, and as modified herein. All cast-in-place concrete shall be Class AA, 4,000 psi. Subgrade and base materials under the structure shall be compacted to not less than 95 percent of the maximum dry density as determined by AASHTO T 99. No additional payment will be made for aggregate base materials required under concrete structures. The base material shall be considered incidental to the construction of this item and provided for in the unit price for the work. Measurement and payment under this item shall be to the nearest square foot complete in place in accordance with the respective detail for flat work, and per each unit installed for structures.

(B) Concrete Headwall: Work under this item shall be in accordance with COP Supplement 505 and 725, MAG Specifications 726 and 727; MAG Details 501-1 and 501-2; and the project drawings. Concrete shall be Class AA, 4,000 psi. Payment shall be made per each headwall installed complete in accordance with the respective detail.

(C) Concrete Catch Basin: Work under this item shall be in accordance with MAG Details 530 through 540-2; COP Supplement 505 and 725; and above mentioned specifications for Portland Cement Concrete. All grates shall be bicycle safe type. Measurement and payment under this item shall be per each catch basin complete in place in accordance with the respective detail, to include grates.

(D) Scupper: Work under this item shall be in accordance with MAG Details 203 and 206. Concrete shall be Class AA, 4,000 psi. Measurement and payment under this item shall be per each scupper installed complete in place in accordance with the respective detail.

(E) Concrete Retaining Wall: Work under this item shall be in accordance with the project drawings. Measurement and payment under this item shall be to the nearest square foot of the retaining wall measured from the top of the footing to the top of the wall complete in place in accordance with the respective detail.

505.6.2 Adverse Weather Concreting

REMOVE in its entirety and REPLACE with the following:

Adverse weather concreting shall be in accordance with COP Supplement 725.

PART 600 – WATER, SEWER, STORM DRAIN AND IRRIGATION

SECTION 601: TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.1 DESCRIPTION

ADD the following:

(A) Unless specifically identified, no investigation of subsurface soil conditions for water or sewer main installation has been made for project limits.

(B) Excavation, backfilling and compaction shall be in accordance with this section and standard details as noted.

(C) All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem. The costs of furnishing pumps, pipes, special bedding, and over excavation as required to provide a stable foundation, and other equipment and materials shall be incidental to the work in accordance with COP Supplement 200.1.

601.2.3 Trench Grade

REMOVE in its entirety and REPLACE with the following:

All construction staking shall be in accordance with Section 105.8 of these specifications.

For all pipe, the Contractor shall excavate for and provide an initial granular bedding at least 6 inches thick. This bedding material shall be placed at a uniform density with minimum compaction and fine graded as specified below.

601.2.5 Over-excavation

REMOVE the second paragraph in its entirety and REPLACE with the following:

Unauthorized excavation below the specified grade line shall be refilled at the Contractor's expense with bedding material compacted to a uniform density of not less than 95 percent of the maximum density as determined by AASHTO T 99 and T 191 or ASTM D6938. When AASHTO T 99, method A or B, and T 191 are used for density determination, ADOT Procedure ARIZ 227c will be used for rock correction.

ADD the following subsection to 601.2 Excavation:

601.2.11 Rock Excavation for Utility and/or Drainage Construction

(A) Definition of Rock: When rock is encountered, it shall be stripped of earth and shale, and the Engineer notified in order that he may measure or cross-section the same. In lieu of stripping the earth overburden prior to excavation/blasting, the Engineer and the Contractor may mutually agree on a method to define the vertical limits of rock. Any rock excavated before such measurement or agreement is made, will not be estimated, allowed, or paid for. Rock excavation shall be defined to include: all hard, solid rock in ledges; bedded deposits and unstratified masses; all natural conglomerate deposits so firmly cemented as to present all the characteristics of solid rock; and masonry or concrete structures not shown on the plans. Shales, hard pan, masonry and concrete rubble boulders less than 1 cubic yard which are not a part of or attached to substrata of rock, shall not be considered rock excavation. Additionally, material to be considered "rock" shall be of such hardness that it cannot be excavated using hydraulic backhoe with combined breakout force, for bucket and stick cylinders, of at least 100,000 pounds.

(B) Blasting

(1) It is the Contractor's responsibility to determine the type of material he will encounter and whether blasting will be necessary.

(2) Blasting shall be done only by experienced, qualified blasters. Blasting shall be done in accordance with the recommendations for best practice in Section 9 of the Associated General Contractors of America (AGC) Manual of Accident Prevention in Construction and in accordance with the recommendations for best practices of the Institute of Makers of Explosives. Also, all blasting must comply with the requirements of the Division of Industrial Safety and OSHA and all other Federal, State and local ordinances.

- (3) When work requires blasting or explosive conditions, precautions shall be taken to protect life and property, and give proper warning to persons who may be in vicinity of work before blast is set off.
- (4) Blasting shall be performed in such a manner that no damage will result to any building, structure, pipeline, or facility on or off the site of work, above or below ground. Any damage suffered as a result of blasting shall be immediately settled, including repair or replacement.
- (5) Blasting shall be done in such a manner that the earth is not loosened or disturbed below the footing or foundation of any proposed structure. Loosened material below footings or foundations shall be replaced with Class C concrete.
- (6) The stemming of each hole or cover over explosive shall be sufficient to prevent surface blast wave, but in no case less than 3 feet, 6 inches. Multiple holes shall be shot using millisecond delays.
- (7) The Contractor shall enlist the services of an experienced explosives engineer for advice on blasting methods and for the protection of existing structures or facilities.
- (8) Blasting procedures shall comply with all rules and regulations as specified and determined by the City Fire Marshall or the Director.

601.4.2 Bedding

REMOVE in its entirety and REPLACE with the following:

Bedding shall be a minimum of 6 inches and shall be in accordance with COP GES Detail 200Q-1 for paved and unpaved areas. Bedding/shade material shall be of granular consistency such as sand or crushed aggregates conforming to the following gradation and plasticity requirements:

Sieve Size	Percentage Passing By Weight
1 in	100
No. 200	< 25
PI	10 Max.

Volcanic cinders or glass materials are not acceptable.

Use of open graded rock (i.e. 3/8 inch pea gravel or 3/4 inch rock) must be approved by the Engineer prior to placement and will be considered only in special circumstances.

Water consolidation by any means shall not be permitted.

Bedding and shading material shall not be considered “corrosive” or “aggressive” soil per the definitions in AWWA (including C105), Ductile Iron Pipe Research Association (DIPRA) and other similar standards and industry accepted documents. The Contractor shall submit material certification documents from the bedding and shading material supplier indicating that the bedding and shading material to be provided is not considered “corrosive” or “aggressive” soil to ferrous metals, and shall include the pH, resistivity, oxidation/reduction, and sulfide values of the material within the certification package. Upon delivery of the material, the Contractor’s geotechnical engineer shall provide Quality Control testing by testing samples of the bedding/shading material for corrosivity. The Contractor’s geotechnical engineer shall provide a letter

sealed by a registered professional engineer, licensed in the State of Arizona, that the bedding/shading material is not corrosive to ferrous metals as defined by AWWA C105. If the material is found to be corrosive, the Contractor must install polyethylene encasement per MAG Specification 610.6 at no additional cost to the City. Testing shall occur a minimum of every 1,000 linear feet of pipe installed.

601.4.4 Initial Backfill

REMOVE in its entirety.

601.4.5 Final Backfill

REMOVE in its entirety and REPLACE with the following:

601.4.5 Backfill

Backfill material shall be in accordance with COP GES Detail 200Q-1 for paved areas and COP GES Detail 200Q-1 for unpaved areas. In paved areas, backfill from 1 foot above the pipe to the bottom of the base course shall be non-shrink CLSM backfill. In unpaved areas, backfill from 12 inches above the pipe to 6 inches below existing grade shall be minus 3 inch native material similar in nature to material existing prior to excavation.

Trench backfill Quality Control testing frequency shall be 1 per soil type for Proctor Density testing and 1 per 1 foot vertical lift per 200 linear feet of trench.

601.4.6 Compaction Densities

REMOVE in its entirety and REPLACE with the following:

All backfill material with the exception of non-shrink slurry backfill shall be compacted to 95 percent maximum dry density per ASTM D698.

601.4.7 Water Consolidation

REMOVE in its entirety and REPLACE with the following:

Water consolidation by any means shall not be permitted.

601.7 PAYMENT

REMOVE in its entirety.

ADD the following subsection to Section 601- Trench Excavation, Backfilling and Compaction:

601.8 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for trench excavation, backfilling, compaction, or placement of temporary pavement. This work shall be included in the respective unit bid price for water, sewer, or storm main and lateral construction.

Rock excavation within the roadway excavation limits shall not be measured separately. It will be included in roadway excavation. No separate payment will be made for roadway rock excavation. It shall be combined as one item under roadway excavation.

Rock excavation within structural excavation limits shall not be measured separately. It will be considered incidental and shall be included in the appropriate bid item.

Rock excavation within trenches shall be measured in accordance with the following:

- (1) Width of trench for rock excavation shall be based on pipe outside diameter plus 24 inches.
- (2) Depth for rock excavation shall be actual depth from top of rock to bottom of rock, or to bottom of normal bedding section, whichever depth occurs first.

Payment for rock trenching shall be at the unit price bid per cubic yard which shall include the cost of blasting, excavation, removal, hauling and disposal.

SECTION 610: WATER LINE CONSTRUCTION

610.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Water main construction shall be in accordance with all applicable standard specifications and standard details.

610.3 MATERIALS

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Water Main piping shall be bell and spigot Class 350 ductile iron unless otherwise noted on the project plans, in accordance with COP Supplement 610 and MAG Specification 750. Trace wire per COP GES Detail 319Q-1 shall be required for all water main installations. Water main piping shall be furnished new in full lengths with manufacturer, class rating, and all other applicable information clearly marked on the barrel. Water main piping for 2 inch shall be copper in accordance with MAG Specification 754 and encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

Ductile iron water pipe and fittings per: MAG Specification 750. Concrete pressure pipe-steel/cylinder type per: MAG Specification 758.

ADD the following:

(C) All ductile iron water main and fittings shall be encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications where called for on the plans or after the Contractor's testing of bedding and shading material is found to be corrosive in accordance with AWWA C105.

All copper and brass water main and fittings shall be encased in polyethylene protective wrapping in accordance with Section 610.6.

(D) All water mains shall have “NSF-PW” seal clearly marked on each barrel and installed with trace wire in accordance with COP GES Detail 319Q-1.

(E) Thrust restraint shall generally be accomplished through the use of restrained joints in lieu of thrust blocking. The preferred joint restraint system shall be “Field-Lok” gasket or approved equal except that vertical deflections, tees, valves and bends shall be restrained utilizing Mega-Lug, as manufactured by Ebba Iron, or equal.

(F) Joint restraint shall be required at piping configurations as show on COP GES Detail 303Q-1. Required minimum lengths of joint restraint shall be per COP GES Detail 303Q-2, or as noted on the plans. In “Tee” locations where perpendicular branch mains are shown as restrained, the main line run (LRN) shall be restrained for a minimum of 10 feet or 1 joint, whichever is greater, each side of the “Tee”.

Concrete thrust blocking will be required at connections to existing lines at the locations noted on the plans. Thrust blocks placed at these connections shall be in conformance with MAG Specification 610.14 and MAG Detail 380, and shall be adequately braced to allow system operation during curing of the concrete thrust blocks. Fittings to be restrained with thrust blocks shall be wrapped and taped with heavy polyethylene sheeting per Section 610.6 to prevent covering with concrete on nuts and threading on fittings.

(G) All lateral water main connecting piping, valves and fittings shall be constructed using restrained joints from the main line “Tee” to the connection point at the existing water main at the locations shown on the plans.

(H) Prior to ordering of materials and scheduling connections to existing water mains and services, the Contractor shall complete investigations to verify the size, type and location of the existing water mains and services.

(I) The technical specification for “Air Release Valves” is expanded to include Combination Air Release-Vacuum Breaker valves at the locations shown on the plans constructed as shown in COP GES Detail 317Q-1.

(J) Payment for water main shall be at the unit price in the bidding schedule and shall include all connections, fittings, joints, flanges, thrust restraint and incidentals unless specifically itemized in the bidding schedule.

610.4.1 Trenching/Cover

REMOVE in its entirety and REPLACE with the following:

All water mains shall have a minimum cover of 48 inches over the top of the pipe.

Cover for water mains will be measured from existing or proposed finished grade of pavement or from natural ground, whichever is deeper.

No water main shall be deflected, either vertically or horizontally, in excess of 50 percent of the manufacturer’s recommendation for the pipe or coupling, without the appropriate use of bends or offsets.

Except as otherwise required in this specification, the special provisions, or by the Engineer, trench excavation, backfilling and compaction shall be in accordance with the requirements of Section 601 of these specifications. Backfilling may be accomplished as soon as the pipe line has been installed to the satisfaction of the Engineer, subject to the requirements for testing per Section 611 of these specifications.

610.4.3 Blocking and Restraints

REMOVE the first four paragraphs in their entirety and REPLACE with the following:

All pipe lines, valves and fittings shall be restrained using mechanical joints, mechanical joint restraints, or gasket joint restraints in accordance with COP GES Details 303Q-1 through 303Q-4.

If irregular soil or pressure conditions are encountered, a thrust block design revision or an alternate joint restraint system may be required. Thrust block installation or alternate joint restraint will require approval from the City.

610.4.5 Testing

REMOVE the last sentence of this section and REPLACE with the following:

All corporation stops used for testing and chlorination shall be removed and a stainless steel full circle repair clamp shall be installed.

610.5 SEPARATION

REMOVE all references to the Maricopa County Environmental Services Department.

610.5.1 General

ADD the following:

Concrete encased water mains that cross storm drains and/or other dry utilities which clear the crossed line by less than 12 inches shall incorporate a 6 inch sand pad to break the frictional contact.

610.9 FIRE HYDRANTS

ADD the following:

- (A) Hydrant installation shall be in accordance with COP GES Details 360Q, 362Q, 363Q and 364Q, and as specified on the project plans. Hydrants shall be Waterous, Mueller, East Jordan, or as approved by the Engineer.
- (B) All ductile iron water pipe used in fire hydrant installation shall be Class 350.
- (C) All new fire hydrants and connecting piping shall be constructed using restrained joints from the main line "Tee" to the hydrant.
- (D) Payment for hydrant installation shall be at the unit price in the bidding schedule and shall include the hydrant, piping, valve, box and cover, and all appurtenant fittings, as noted for a complete assembly.

610.11 CONNECTION TO EXISTING MAINS

ADD the following:

The existing water main shall not be taken out of service prior to completion and ADEQ Approval to Operate the replacement water main and connection of all water services and fire hydrants to the replacement system.

The existing water system shall not be taken out of service at any time without the approval of the Engineer. With the approval of the Engineer, the existing water main may be taken out of service for limited periods to facilitate project construction. City Water Operations shall be contacted a minimum of 48 hours prior to a planned water service disruption.

The Contractor shall prepare and submit to the Engineer a plan for each connection to the existing system which demonstrates the ability to complete all work within the allowed period.

All temporary connections and/or elements which must be placed in service prior to full system disinfection, testing and approval shall be disinfected in accordance with Section 4.7 of AWWA C651 after approval of the Engineer.

All existing water service connections shall be replaced in accordance with the provisions of the COP General Engineering Standards.

610.13 METER SERVICE CONNECTIONS

REMOVE items (A) and (B) in their entirety and REPLACE with the following:

- (A) Type K soft copper pipe or tubing shall be used except as otherwise called for on the plans.
- (B) When the existing main is not abandoned and the existing meter is to be connected to the new line, the corporation stop and saddle shall be removed and a stainless steel full circle repair clamp shall be installed.

ADD the following:

(E) Water Service Connection

- (1) New Water Service shall be in accordance with COP GES Detail 316P. All service piping and fittings from main tap to meter box shall be encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications. Existing water service shall be abandoned in place and existing meter box and cover shall be salvaged and delivered to the City's Maintenance Yard and placed as directed by the Engineer. The Contractor shall supply all necessary materials for new water service including service saddle, corporation stops, piping, meter yoke, boxes and covers, plus all appurtenant fittings to connect to customers existing service line. The Contractor shall maintain a minimum 4 feet of cover material over water service and set new box and yoke as indicated on plans.
- (2) The Contractor shall take all necessary steps to maintain water service. Customers affected by water disruption due to water service installation/connection shall be notified by written flyer delivered by the Contractor a minimum of 24 hours in advance of scheduled water service disruption. The Contractor shall not disconnect or disrupt water service until new water main and services pass hydrostatic and disinfection tests and is accepted by the Engineer. Customers shall not be without water service for a total time period greater than 4 hours. The Contractor shall supply bottled potable water and temporary water service meeting all State health requirements for periods of water service disruption exceeding 4 hours. No separate payment will be made for water service maintenance or Contractor written notification of water service disruption.
- (3) No separate measurement or payment will be made for adjustment of new water meter boxes to finished grade. This work is considered as incidental to the construction of the water service replacement.
- (4) The Contractor shall install water service line from the main to the new water meter location and continue to a point after the existing water meter location. This point of connection shall be a maximum of 10 feet from the existing meter location. The Contractor shall remove existing valves, pressure regulators, nipples, connectors, etc. and replace per specifications. All private service lines shall be Type "K" copper in accordance with MAG Specification 754 and encased in polyethylene protective wrapping in accordance with Section 610.6. The Contractor shall maintain a minimum of 4 feet of cover material, including ditch inverts, over new private water service line and utilize

existing in-situ material for backfill. The Contractor shall supply all necessary material for new private water service installation including a curb stop, plus an approved type pressure regulator, in an accessible box per COP GES Detail 316P at the new meter box location and all appurtenant fittings to connect to existing service line.

(5) The Contractor shall remove the existing water meter and reinstall in the new yoke at the new meter box location with all appurtenant fittings and adapters. The City shall supply the Contractor with new meters for use in new locations that were not previously served or there is no existing meter to remove.

(6) The Customer Box called out in COP GES Detail 316P for the curb stop and pressure regulator on the customer side of the meter box shall be minimum #1 box, and the curb stop, regulator, box and lid shall be provided and installed by the Contractor.

(7) The Contractor shall be required to distribute written notices approved by the Engineer to all customers 24 hours in advance of proposed private service line reconnection work.

(8) Existing improvements disturbed by the Contractor shall be restored in "like kind" to the satisfaction of the Engineer. No extra payment will be made for restoring existing improvements in "like kind" to include concrete walkways, retaining walls, landscape improvements, etc.

(9) It shall be the Contractor's responsibility to review existing water meter location and points of private service line reconnection locations and ascertain all work including existing improvement restoration costs to perform the private service line reconnection work as specified. Costs associated for private service line reconnection work shall be at the appropriate unit bid price in the bidding schedule and shall include private service line piping, curb stop and pressure regulator, plus all appurtenant fittings and existing improvement restoration work as specified.

(10) The pressure regulators shall be set at 65 psi. The Contractor shall bench-test or otherwise provide written verification from the supplier prior to installation that the pressure regulators have been set at the required psi.

(11) Payment for new water service and reconnection shall be at the appropriate unit bid price shown in the bidding schedule and shall include service saddle, corporation stops, curb stops, piping, meter yoke, adapters, boxes, pressure regulator, plus all appurtenant fittings for complete assembly for connection to existing service line. The Contractor shall supply and install all fittings necessary to install meter into new yoke.

(F) Commercial Water Service (Greater than 2 inches)

(1) The Contractor shall install water service line from the main to the new water meter location and continue to a point after the existing water meter location. This point of connection shall be a maximum of 10 feet from the existing meter location. The Contractor is to furnish and install gate valve and Pressure Regulating Valve (PRV) after meter vault. PRV shall be installed in accordance with the International Building Code as adopted by the City. All commercial service lines shall be a minimum of 4 inch Class 350 Ductile Iron Pipe in accordance with Section 610 of these specifications. The Contractor shall maintain a minimum of 4 feet of cover material over new water service line and may utilize existing in-situ material for backfill provided it meets the project specification. The Contractor shall supply all necessary material for commercial water service installation including a customer shutoff valve and PRV, in an accessible vault per COP GES Detail 321Q at the new meter vault location and include all appurtenant fittings to connect to existing service line.

(2) The Contractor shall be required to distribute written notices approved by the Engineer to all customers 24 hours in advance of proposed private service line reconnection work.

(3) Existing improvements disturbed by the Contractor shall be restored in "like kind" to the satisfaction of the Engineer. No extra payment will be made for restoring existing improvements in

“like kind” to include concrete walkways, retaining walls, landscape improvements, etc. It shall be the Contractor’s responsibility to review existing water meter location and points of service line connection locations and ascertain all work including existing improvement restoration costs to perform the service line connection work as specified.

(4) Measurement and Payment for commercial water service shall be at the applicable unit bid price in the bidding schedule and shall include piping, customer shutoff valve, PRV and vault, including all appurtenant fittings and existing improvement restoration work as required.

(G) Traffic Rated Concrete Meter Box

(1) Meter boxes located within traffic areas shall be Christy model B1324 by Christy Concrete Products or approved equal.

(2) Pre-cast concrete meter boxes shall have H-20 loading and be constructed of high density reinforced concrete with a minimum compressive strength of 4,000 psi. Covers to be furnished with the boxes shall be a steel checker plate, H-20 loading, and lid.

610.16 MEASUREMENT AND PAYMENT

REMOVE item (E) in its entirety.

SECTION 611: WATER, SEWER AND STORM DRAIN TESTING

611.2 FLUSHING AND HYDROSTATIC TESTING

REMOVE the first and second paragraphs and REPLACE with the following:

Water lines, fire lines and force mains, including all fittings and connections to the water mains shall be tested for water tightness by subjecting each section to hydrostatic testing in accordance with applicable provisions of AWWA C600, except as modified below, and the City Water Line Testing and Acceptance Procedures, and shall consist of pressure testing and allowance testing.

Testing shall be performed by the Contractor and shall be witnessed by the Engineer for approval.

Payment for testing of water mains shall be included in the unit bid price for water main construction.

611.3 DISINFECTING WATER MAINS

ADD the following:

Water main and services shall be disinfected in accordance with Section 611 of these specifications and the City Water Line Testing and Acceptance Procedures. The City shall perform the sampling for bacteriological and residual chlorine testing. The Contractor shall notify the City 24 hours in advance to coordinate disinfection testing.

All valves in the lines being disinfected shall be opened and closed several times during the 24 hour period of disinfection.

Payment for disinfection of water mains shall be included in the unit bid price for water main construction.

611.4 SEWER LINE TESTING

ADD the following to the first paragraph:

Force mains shall be pressure tested at a minimum of 50 psi above the maximum design working pressure for 2 hours in accordance with AAC R18-9-E301, 4.01.

ADD the following to (A) Low Pressure Air Test:

Sanitary sewers shall be low pressure air tested in accordance with ADEQ Engineering Bulletin 11, Chapter IV and in accordance with the Arizona Administrative Code, Title 18, Chapter 9, Part E301(D)(2)(j)(i). 100 percent of the total length of pipe shall be tested.

ADD the following to (C) Deflection Test for HDPE and PVC Pipe:

100 percent of new sewer main construction, regardless of pipe material shall be deflection tested in accordance with the following:

- (1) The pipe section to be tested shall be cleaned free of dirt, sand, water, or other foreign materials.
- (2) Backfill and compaction will have been completed prior to testing. Initial tests may be done immediately upon completion of the first reach of pipe for each diameter to ascertain if the Contractor's means, materials and methods are producing the desired quality within permissible tolerances.
- (3) Final acceptance mandrel pull shall be no sooner than 30 days after backfill and compaction unless authorized by the City.
- (4) Test mandrels shall be solid sleeve or cage type with outside diameter and type of pipe permanently and clearly identified on the mandrel body. Worn, damaged or deformed mandrels will not be allowed. The mandrel shall have a cable attached at each end to enable removal if it becomes stuck.
- (5) For acceptance, the mandrel must pass through the entire section between manholes or other structures in one pass when pulled by hand, without the use of excessive force. All testing shall be witnessed by the Engineer or the Engineer's authorized representative and the Engineer reserves the right to order additional tests in excess of 20 percent of new main installed.
- (6) Any section of the installation which fails to pass the deflection test will be repaired and retested.

REMOVE item (D) in its entirety and REPLACE with the following:

(D) Closed Circuit Television Inspection

(1) Description

This section defines the requirements for internal television inspection of the sewer main and service laterals after they have been installed for all new construction and shall include the connection point to the existing system. The Contractor shall inspect the sewer interior using a color Closed Circuit Television (CCTV) camera and document the inspection on video with audio location and date information, video title information and hard copy inspection logs.

Upon completion of sewer main rehabilitation, the Contractor shall perform CCTV inspection for 100 percent of the newly rehabilitated sewer main to provide a video record and associated written report to become the property of the Engineer. The Engineer shall be notified a minimum of 48 hours in advance of proposed scheduled sewer camera inspection, so the Engineer may witness the video recording. Any inspection completed without the Engineer witnessing will not be accepted.

(2) Submittals

(a) The Contractor shall submit samples of main and lateral (if separate) inspection logs and reports for approval in accordance with MAG Specification and COP Supplement 105.2.

(i) The Contractor shall be responsible for modifications to the Contractor's equipment and/or inspection procedures to achieve report material of acceptable quality. No work shall commence prior to approval of the material by the Engineer. Once accepted, the report material shall serve as a standard for the remaining work.

(ii) The Contractor shall maintain a copy of all inspection documentation (reports, DVD, etc) for the duration of the work and warranty period.

(iii) Mainline inspection reports shall be provided by the Contractor and shall show all observations, at a minimum: project title, name of owner, time of day, manhole-to-manhole pipe section, pipe segment length, pipe material, line size, compass direction of viewing, lateral identification and clock position, direction of camera's travel, pipe depth, name of operator and footage counter reading at the beginning and end of each manhole-to-manhole pipe segment. Report shall identify any deficiencies observed.

(iv) Video of sewer mainlines shall at a minimum include the following information: project title, time of day, pipe material, line size, compass direction of viewing, direction of camera's travel, and footage counter reading continuously through-out each manhole-to-manhole pipe section. The video shall pause at and identify all observations.

(v) Service lateral inspection reports shall be provided by the Contractor and shall show all observations, at a minimum: project title, time and date, property address of service, manhole-to-manhole pipe section, pipe segment length, pipe material, line size, direction of camera's travel, name of operator and footage counter reading at the beginning and end of each service. Report shall identify any deficiencies observed.

(vi) Video of sewer lateral shall show, at a minimum: project title, street address, time and date, pipe material, line size, direction of camera's travel, and counter reading at the beginning and end of each service. The video shall pause at and identify all observations including the connection point to the existing service line.

(b) The Contractor shall supply finished video recordings upon completion of sewer construction. 4 sets of the videos (DVD) and reports shall be submitted to the City.

(3) Equipment

(a) Cameras: For inspection of sewer, the camera shall be equipped with a rotating head, capable of 90 degree rotation from the horizontal and 360 degree rotation about its centerline. Minimum camera resolution shall be 400 vertical lines and 460 horizontal lines. The camera lens shall not have less than 140 degree viewing angle and shall have automatic or remote focus and iris controls. The focal distance shall be adjustable through a range of from 2 inches to infinity. Camera(s) shall be intrinsically safe and shall be operative in 100 percent humidity conditions. Lighting intensity shall be remote controlled and shall be adjusted to

minimize reflective glare. Lighting and camera quality shall provide a clear, in-focus picture of the entire inside periphery of the sewer.

(b) Recording Media: Video recordings of all sewer line inspections shall be made on DVD. The audio portion of the composite video shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report. Each video shall be identified with labels showing the Owner's name, Contractor's name, Engineer's name and each manhole-to-manhole pipe segment of sewer line represented on the video. Each video shall be submitted at the completion of the project for records.

(c) Footage Counter: A footage counter device which measures the distance traveled by the camera in the sewer device shall be accurate to plus or minus 2 feet in 1,000 feet.

(d) Depth Gauge: The camera shall be fitted with a depth gauge to identify sags present in the main lines. The gauge shall have ¼ inch increment markings to measure the depth of the pipe sag. The depth of the sag and location shall be noted as an observation and recorded on the report.

(e) Video Titling: Video recording equipment shall include genlocking capabilities to the extent that computer generated data, (i.e. footage, date, size, etc) as determined by the City can be overlaid onto video, and both indicated on the television monitor and permanently recorded on the inspection video recording.

(4) Flow Control

(a) Flow control is required for TV inspection and for sewer line rehabilitation. Limited sewage flow, as defined below, is acceptable for TV inspection.

(b) Depth of flow shall not exceed 40 percent of pipe diameter as measured in the manhole when performing television inspection.

(c) Bypass pumping, if required, shall conform to the requirements of COP Supplement 200.2 and shall be incidental to CCTV Inspection.

(5) Inspection Methods

(a) The Engineer and the City's Wastewater Collection Representative shall have access to observe the video monitor and all other operations at all times. The system of cabling employed to transport the camera and transmit its signal shall not obstruct the camera's view.

(b) The Contractor shall physically measure and record on the inspection log, the length of each sewer reach from the centerline of its terminal manholes.

(c) The camera may travel through the sewer in either direction. Maximum rate of travel shall be 30 feet per minute when recording.

(d) The camera image shall be down the center axis of the pipe when the camera is in motion. The Contractor is required to provide a 360 degree sweep of the pipe interior, at points of interest, in order to more fully document the existing condition of the sewer. Points of interest may include, but are not limited to, defects, encrustations, mineral deposits, debris, sediment and any location determined not to be clean or part of a proper line installation and defects in the liner including, but not limited to, bumps, folds, tears, dimples, etc.

(e) The video and all inspection documentation should include the sewer line and manhole identifiers shown on the plans. After the rehabilitation of the sewer main is complete, the Contractor shall use the upstream manhole as the identifier in conjunction with the distance meter.

(f) The City will review videos and logs to ensure compliance with the requirements listed in this specification and contract documents. If the sewer line, in the sole opinion of the City, is not adequately clean, it shall be cleaned and re-inspected by the Contractor at no additional cost to the City. If the construction work, in the sole opinion of the City, has not been properly installed, it shall be reinstalled and re-inspected by the Contractor at no additional cost to the City.

Final acceptance of the project will not be granted until sewer line video results, including any re-inspection of deficient sewer main, meet the satisfaction of the Engineer and are in accordance with this section.

611.5 POST INSTALLATION INSPECTION OF NEW MAINLINE STORM DRAINS

REMOVE the first sentence of item (A) in its entirety and REPLACE with the following:

The Contractor shall provide the Engineer with an annotated video inspection record (DVD format only) of the new mainline storm drain pipeline.

REMOVE the last sentence of item (A) in its entirety and REPLACE with the following:

This video shall be provided to the Engineer for review and approval prior to the Contractor being allowed to place the first lift of pavement over the storm drain line.

611.6 PAYMENT

REMOVE the second paragraph in its entirety and REPLACE with the following:

All low pressure air, hydrostatic, and deflection testing shall be considered incidental to the unit price bid for sewer main installation and no additional payment shall be made for these items.

Measurement and payment shall be for the complete work of Sewer CCTV inspection at the unit price in the bid schedule. All cleaning and bypass pumping required for a clear and complete CCTV inspection shall be incidental to the cost of video inspection.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 612: TEMPORARY WATER MAINS (FLY LINES)

612.1 DESCRIPTION

This section describes the requirements and procedures for the installation, testing and maintenance of temporary water main systems where required to maintain service to customers during the shutdown or removal of existing City water mains for new construction. *All* existing water services shall be moved to the temporary main so that customer service interruptions are avoided.

(A) **Materials:** All pipe valves, fittings, hose and connections furnished by the Contractor shall be of good quality, clean, meet National Sanitation Foundation (NSF) Standard 61 requirements for potable water. The City shall be the final arbiter if any questions arise regarding the suitability of any materials to meet these criteria. Previously used pipe that has been used in sanitary sewer, force main or effluent applications is specifically NOT allowed, regardless of any disinfection procedures or results submitted.

Temporary mains 6 inches or greater shall be constructed of HDPE solid wall pipe conforming to AWWA C906 with a minimum DR rating based on 150 psi. Higher rated pipe may be required based on analysis of the City water system for the construction area.

Temporary mains less than 4 inches may be constructed of either HDPE or PVC with the appropriate pressure rating for system and testing pressures.

(B) Installation and Protection: The temporary line may be installed above grade as necessary to facilitate the construction of new waterline. The temporary pipe shall be installed in such a manner that it will not present a hazard to vehicle traffic or pedestrians and will not interfere with access to homes, businesses and driveways along its route. Cover plates shall be installed as necessary. Where installed at driveway or street crossings the line shall be protected from traffic loads and displacement. During seasons with potential for freezing the lines shall be insulated to the degree necessary to prevent damage to the line or fittings and to maintain service.

Valves shall be installed at the beginning and end of the temporary line and at 300 foot intervals, or as directed by the City. The use of pressure reducing valves for individual service connections may be required as directed by the City.

All temporary piping, fittings and service connections shall be furnished, installed and maintained by the Contractor for the duration of the construction. The Contractor shall make connections to a water source designated by the City or as shown on the plans. Alternative connection points may be considered by the City.

(C) Testing

(1) Disinfection and Testing: The Contractor shall be responsible to disinfect all pipe, connections and fittings in accordance with MAG Specification 611.3. Disinfection of the line, if not connected to the City's existing system at either end, may be treated as a closed vessel for purposes of the disinfection period and combined with the pressure test. If the temporary line is connected to the City's existing system the line shall be disinfected, flushed and then pressure tested after a bacteriological sample is obtained and tested.

(2) Pressure Testing: All temporary water mains shall be pressure tested to ensure integrity of the system supplying water to the City's customers. Test pressure shall be a minimum of 50 psi over normal system operating pressure for the area served by the temporary line and shall be maintained for 2 hours. Pressure test results should be provided to the Inspector responsible for the project. A single length of HDPE line with no joints will not require a pressure test.

(3) Bacteriological Testing: Following disinfection, pressure testing and flushing of the temporary line, the Contractor shall obtain water samples from the line and submit to a certified laboratory for bacteriological testing. Results shall be provided to the Inspector responsible for the project. The City's Utility Engineer will review test results prior to connection of existing customers to the temporary line.

(D) Maintenance and Repairs

(1) Maintenance: Following acceptance of the temporary system as a potable system by the City, the Contractor shall maintain continuous service through the temporary piping to all customers normally served both directly and indirectly by the pipe line. Once the temporary pipe has been accepted, the Contractor shall request the City to shut down the existing system piping and the Contractor shall remove the existing system piping in conflict with the new mains or as shown on the project plans.

Upon completion of the work, the Contractor shall remove the temporary piping and appurtenances and shall restore all ground surfaces and water service connections to the satisfaction of the City.

(2) Repairs: If repairs to temporary piping are necessary the Contractor shall make such repairs in a timely manner as directed by the City. If progress in making repairs is inadequate, as determined

by the City, or in the event of an emergency, the City may take immediate corrective measures, which may include the performance of repair work by City forces or another contractor. All costs for corrective measures shall be borne by the Contractor.

(3) Fire Hydrants: Fire hydrants not on the temporary main that are taken out of service shall be covered with a bag to be easily recognized as being out of service until they are removed or until they are brought back into service. The Contractor shall notify the City Fire Marshal and the Water Operations Division of any fire hydrants that will be taken out of service.

(E) Measurement and Payment: Measurement for the installation, testing and maintenance of temporary water mains shall be for each separate main installation.

Payment shall be made at the unit price contained in the bid schedule. Such payment shall be full compensation for furnishing and installing the pipe, fittings valves, adaptors, service connections, and all miscellaneous fittings, complete in place, standard details, and/or Temporary Water Main Plan submittal and approval, and shall include all costs of excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, maintenance of traffic, testing, disinfection, connections to existing mains and services, disposal of existing pipes and materials. Disposal of asbestos cement pipe, lead joints and other potential hazardous materials shall be disposed of in accordance with applicable Federal, State and local regulations and shall be considered incidental to the payment for Temporary Mains unless specifically identified in other bid items.

SECTION 615: SANITARY SEWER LINE CONSTRUCTION

615.2 MATERIALS

REMOVE in its entirety and REPLACE with the following:

Pipe used for sewer line construction, including specials, joints, and gaskets, shall be according to the following sections, or as modified by the special provisions.

HDPE pipe shall conform to MAG Specification 738. Vitrified clay pipe shall conform to MAG Specification 743. Polyvinylchloride (PVC) pipe and fittings shall conform to MAG Specification 745. Ductile iron pipe shall conform to MAG Specification 750.

(A) Sanitary sewer main construction shall be in accordance with all applicable standard details and MAG Specification 750. All sanitary sewer piping and fittings shall be ASTM D3034 SDR 35 PVC or AWWA C151 Ductile Iron, Class 350, with an epoxy coating (Protecto Coat 401, Series 431 Perma-Shield, or approved equal). Sewer pipe shall be furnished new in full lengths with manufacturer, class, rating and other pertinent information clearly marked on the barrel. All ductile iron sewer main shall be encased in polyethylene protective wrapping in accordance with MAG Specification 610.6 where called for on the plans or after the Contractor's testing of bedding and shading material is found to be corrosive in accordance with AWWA C105.

(B) Field cuts and taps of ductile iron pipe shall be re-coated with Protecto Coat 401, Series 431 Perma-Shield, (or approved equal) field kit in accordance with the manufacturer's recommendations.

(C) Where noted on project plans, mechanical joint or restrained joint, Class 350, ductile iron sewer main shall be installed 10 feet (minimum) each direction from water/sewer interface where vertical separation is less than 2 feet or until 6 feet of horizontal separation is attained per MAG Detail 404.

(D) The method of construction of manhole and sewer main replacements is of prime importance to the City. Maintenance of sewage flows is critical and shall be the responsibility of the Contractor. The

Contractor's construction schedule shall be phased as to allow for minimal pumping of sewage flows for manholes and sewer main under construction.

(E) Payment for sanitary sewer main will be at the applicable unit bid prices for sewer main, as shown in the bidding schedule and shall include all excavation, backfill and compaction in accordance with trench details and all materials necessary for installation of the new sewer main.

615.8 SANITARY SEWER SERVICE TAPS

REMOVE the last sentence of the fourth paragraph in its entirety.

ADD the following:

All new or replacement sewer services, and any existing sewer services disturbed during construction, shall be replaced to the location indicated on project plans with a new minimum 4 inch ASTM D3034 SDR 35 PVC or AWWA C151 Ductile Iron, Class 350, with an epoxy coating (Protecto Coat 401, Series 431 Perma-Shield, or approved equal) sewer pipe, backwater valve, manufactured wye, and appurtenances in accordance with COP GES Details 405Q, 414P, 440P-1, 440P-2 and 440P-3, except as modified herein.

If individual sewer service disruption is anticipated, the Contractor shall notify the property owner 24 hours in advance. Sewer service must be restored within 4 hours or some alternate means of sewage disposal provided to allow for the resumption of individual sewer service.

Payment for sanitary sewer service shall be at the unit price indicated on the bidding schedule for the sewer service installation, and shall include connecting each existing sewer service including all labor, material, equipment, removal of existing pipe, new pipe, coupling concrete reinforcement, new concrete encasement, fittings, by-pass pumping and other work required to connect the existing yard line service to the new sewer main.

615.10 MANHOLES

ADD the following:

(A) The Contractor is to provide to the Engineer a detailed written description of the method of construction for manhole and sewer replacement for each individual area of work. This should include, but is not limited to the following:

- (1) Maintenance of sewage flows during construction and curing of concrete.
- (2) Type of concrete for manhole bases (i.e. pre-cast, "high-early", etc.)
- (3) Method of curing concrete (i.e. protection against freezing, development strength before barrels and cones are set, etc.)
- (4) What steps will be taken to ensure the grade around the manholes will not sink when complete (i.e. compaction testing, special base preparation, etc.)

Sanitary sewer manholes shall be constructed per COP Supplement 625.

SECTION 618: STORM DRAIN CONSTRUCTION

618.1 DESCRIPTION

ADD the following:

Work under this item shall be in accordance with COP Supplement 601 and as modified herein.

REMOVE the second paragraph in its entirety.

618.2 MATERIALS

REMOVE the first paragraph in its entirety and REPLACE with the following:

Pipe used for storm drain construction, including specials, joints, and gaskets, shall be according to the following sections, or as modified by special provisions.

The concrete pipe, HDPE pipe, corrugated metal pipe (CMP), specials, joints, gaskets, and testing shall be according with MAG Specifications 621, 735, 736 and 738, except as specified below or as modified by special provisions.

ADD the following:

All CMP shall have $2\frac{2}{3}$ inch x $\frac{1}{2}$ inch corrugations with a minimum gauge of 14. Steel lined or paved CMP will not be allowed.

- (1) Rubber Gasket Joints

All joints for CMP shall conform to MAG Specification 621.3.1 and shall be watertight.

618.3 CONSTRUCTION METHODS

REMOVE the first paragraph in its entirety and REPLACE with the following:

Excavation, bedding, backfilling, and compaction of backfill and bedding of trenches shall be accomplished in accordance with COP Supplement 601 and MAG Specification 603 for HDPE pipe, or as modified by special provisions.

SECTION 625: MANHOLE CONSTRUCTION AND DROP SEWER CONNECTIONS**625.1.1 Manholes**

ADD the following:

Sanitary sewer manhole construction shall be in accordance with COP GES Details 420Q-1, 420Q-2, 421Q, 422Q, 423P-1, 423P-2, 426Q-1, 426Q-2 and 427Q.

625.1.2 Sanitary Drop Sewer Connections

ADD the following:

Sanitary sewer drop connections shall be constructed per COP GES Detail 426Q-1.

625.2 MATERIALS

REMOVE the second paragraph in its entirety and REPLACE with the following:

Brick shall not be used for maintenance and adjustment of the existing sanitary sewer manhole or ring and cover.

REMOVE the seventh paragraph in its entirety and REPLACE with the following:

Manhole steps, where approved by the City shall be in accordance with COP GES Detail 412Q. Plastic manhole steps shall conform to OSHA and ASTM C487 requirements. The manufacturer shall furnish a written certification indicating conformance.

625.3 CONSTRUCTION METHODS

REMOVE in its entirety and REPLACE with the following:

625.3.1 Manholes

Manholes shall be constructed of precast concrete sections, frames and covers, in accordance with the standard details. The invert channels shall be smooth and semi-circular in shape, conforming to the inside of the adjacent sewer sections. Changes in direction of flow shall be made with a smooth curve, having a radius as large as the manhole will permit. Changes in size and grade of the channels shall be made gradually and evenly.

Invert channels may be formed of concrete having a smooth mortared surface, or may be constructed by laying a full section of sewer pipe through the manhole and cutting out the portion of pipe above the floor after the surrounding concrete has hardened. The floor of the manhole outside the channels shall be smoothed and shall slope towards the channels.

Existing manholes shall be totally removed, including the bases, and disposed of by the Contractor. Existing rings and covers shall be salvaged and delivered to the City Wastewater Collection Yard located at 1505 Sundog Ranch Road. No separate payment will be made for removing manholes or salvaging manhole rings and covers. The cost of this item of work shall be included in the cost of manhole construction.

The excavation shall be made cylindrical to a diameter sufficient in size to permit sheeting if necessary and leave room that the precast concrete sections may be properly assembled.

Concrete foundations shall be Class A concrete and in accordance with the standard details and COP Supplement 505 for both poured-in-place and pre-cast bases. Cast-in-place concrete bases and inverts shall cure for a minimum of 72 hours, depending on concrete development strength before barrels and cones can be placed and before sewage flows across the inverts.

Frame and Cover: All machined surfaces on the frame and cover shall be such that the cover will lie flat in any position in the frame and have a uniform bearing through its entire circumference. Any frame and cover which creates any noise when passed over by automobiles shall be replaced. Frames shall be set in accordance with COP GES Detail 420Q-1.

Watertight Ring and Cover: Installation of watertight ring and cover shall be in accordance with COP GES Detail 420Q-1 as indicated on the plans. Watertight rings and covers shall be approved by the City prior to installation and cost shall be incidental to the manhole construction.

All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem in accordance with MAG Specification 220.1. The costs of special bedding and over excavation as required to provide a stable foundation, and other equipment and materials shall be incidental to the work.

Backfilling shall be done in accordance with the requirements for trench backfilling as stated in COP Supplement 601. Quality Control density testing shall be 1 test per 16 inches of fill, beginning at 2 feet above the crown of the pipe. A minimum of 2 density tests are required for each manhole. Each density test taken shall be in a different quadrant of the manhole as the previous test. If 4 tests are required, each quadrant shall have a density test.

625.3.2 Sanitary Sewer Drop Connections

Drop manholes that intercept existing mains (upper invert) shall not have a block-out for the pipe during the casting process. Said manholes shall be core drilled in place once the appropriate invert elevation has been verified in the field.

Core drilling shall not commence without approval from the Engineer.

The pipe shall be sealed at the penetration using a Link-Seal Modular Seal or approved equal.

(A) Internal Drop

- (1) Internal drop systems shall be installed in drop manholes where indicated on the plan sheets and accordance with COP GES Detail 426Q-1.
- (2) Internal drop systems shall be constructed using Reliner Inside Drop System as manufactured by Reliner/Duran Inc., or approved equal.
- (3) Manholes with internal drop systems require Internal Manhole Coating, and shall have the protective coating installed and tested prior to the installation of the drop system. Manhole coating shall be in accordance with COP Supplement 626.1.

625.3.3 Sanitary Sewer Manhole Testing

All manholes installed shall be tested by exfiltration or by vacuum testing as determined by the City. Testing shall be per ASTM C1244-3 and in accordance with Arizona Administrative Code, Title 18, Chapter 9, Part E301(D)(3)(e).

Testing of sanitary sewer manholes is considered incidental to the price bid for manhole installation and no additional payment shall be made.

625.4 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement of manholes shall be per manhole installed, complete in place regardless of depth.

Measurement of drop manholes shall be per manhole installed, complete in place regardless of depth.

Measurement for internal drops shall be per drop installed, complete in place regardless of depth.

625.5 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Payment for each accepted manhole installation shall be at the contract unit bid price in the bidding schedule and shall include all excavation, backfill, installation, grade ring adjustment, all necessary materials and testing for a complete manhole installation.

Payment for each accepted drop manhole installation shall be at the contract unit bid price and shall include all excavation, backfill, installation, internal coating, internal drop assembly, core drilling, grade ring adjustment, all necessary materials, and testing for a complete manhole installation

Payment for internal drop systems installed in existing manholes shall be at the bid unit price and shall include complete installation of the internal drop assembly, and internal coating in accordance with COP GES Detail 426Q-1 and all materials necessary for installation of the new drop sewer connections.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 626: MANHOLE COATINGS

626.1 DESCRIPTION

This section specifies the coating system used for the lining of the manholes as indicated on the drawings. The Contractor shall furnish all labor, materials and equipment required to clean, modify and coat the manholes. The Contractor shall comply with the local authority and all OSHA requirements for confined space entry. The coating shall yield a hard, durable chemical resistant coating and shall be specifically designed to be applied on a dry surface. The finish coating shall provide a watertight seal and shall adhere to all components of pipeline liner systems.

(A) Specific coating terminology used in this section is in accordance with definitions contained in ASTM D16, ASTM D3960 and the following definitions:

- (1) Dry Film Thickness (DFT): The thickness of one fully cured continuous application of coating.
- (2) Field Coat: The application or the completion of application of the coating system after installation of the surface at the site of the work.
- (3) Shop Coat: One or more coats applied in a shop or plant prior to shipment to the site of erection or fabrication, where the field or finishing coat is applied.
- (4) Tie Coat: An intermediate coat used to bond different types of paint coats. Coatings used to improve the adhesion of a succeeding coat.
- (5) Photochemically Reactive Organic Material: Any organic material that will react with oxygen, excited oxygen, ozone or other free radicals generated by the action of sunlight on components in the atmosphere giving rise to secondary contaminants and reaction intermediates in the atmosphere which can have detrimental effects.
- (6) Volatile Organic Compound (VOC) Content: The portion of the coating that is a compound of carbon is photochemically reactive and evaporates during drying or curing, expressed in grams per liter or pounds per gallon.

(7) Touch-Up Painting: The application of a paint on areas of painted surfaces to repair marks, scratches and areas where the coating has deteriorated to restore the coating film to an unbroken condition.

(B) Quality Assurance

(1) References: This section contains references to the following documents. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

- ASTM D16-93 Standard Terminology Relating to Paint, Varnish, Lacquer and Related Products
- ASTM D3359 A-92 Standard Test Methods for Rating Adhesion by Tape Test
- ASTM D3960-92 Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings

(2) Standardization: Materials and supplies provided shall be the standard products of manufacturers. Materials in each coating system shall be the products of a single manufacturer.

(C) Delivery and Storage

(1) Materials shall be delivered to the job site in their original, unopened containers. Each container shall bear the manufacturer's name, coating type, batch number, date of manufacture, storage life and special directions.

(2) Materials shall be stored in enclosed structures and shall be protected from weather and excessive heat or cold. Flammable materials shall be stored in accordance with State and local codes. Materials exceeding storage life recommended by the manufacturer shall be removed from the site.

626.2 MATERIALS

(A) The pre-approved coatings for the lining of manholes include: Sewer Shield Liner 150 as manufactured by Environmental Coatings, Mesa, Arizona; Sauereisen No. 210 as manufactured by Sauereisen, Inc., Pittsburgh, Pennsylvania; or Raven 405 as manufactured by Raven Lining Systems, Broken Arrow, Oklahoma. The coating color shall be approved by the owner.

(B) Primer shall be as recommended by the manufacturer for each application.

(C) Defect filler shall be as recommended by the manufacturer for each application. The coating shall contain no more than 20 percent filler, sand; no fiberglass fillers.

(D) Applicator Experience and Qualifications: The coating applicator must have a minimum of 2 years experience in applying either the specified coating or an equivalent coating and shall be certified as an applicator by the manufacturer. They shall submit a successful performance history for the application of either the specified coating or a similar coating in the wastewater industry:

- (1) The coating applicator shall submit 3 references relating to the quality of workmanship performed on other projects using the same coating being proposed or an equivalent coating.
- (2) The coating applicator shall be an Arizona licensed contractor with an AE License or equivalent.
- (3) The coating contractor shall submit a manufacturer's certification to apply the coating specified herein for each applicator involved in the coating process.

(E) Product Data: Before materials are delivered to the job site, the Contractor shall provide the following information in accordance with these specifications.

- (1) For the filler, primer and finish coating, the Contractor shall furnish a Material Safety Data Sheet (MSDS).
- (2) For the filler and finish coating, the Contractor shall provide the manufacturer's application instructions, which shall include the following:
 - (a) Surface preparation recommendations
 - (b) Primer type, where required
 - (c) Maximum dry and wet mil thickness per coat
 - (d) Minimum and maximum curing time between coats, including atmospheric conditions for each
 - (e) Curing time before submergence in liquid
 - (f) Thinner to be used with coating material
 - (g) Ventilation requirements
 - (h) Minimum atmospheric conditions during which the coating shall be applied
 - (i) Allowable application methods
 - (j) Maximum allowable moisture content
 - (k) Maximum storage life
- (3) List of materials proposed to be used under this section and manufacturer's data for each material.

626.3 COATING

(A) Coating products shall not be used until the City has inspected the materials and the coating manufacturer's technical representative has instructed the Contractor and the City in the surface preparation, mixing and application of the coating. The coating manufacturer's technical representative must be a factory representative, not a local representative or an affiliate of the Contractor.

(B) Field coats shall consist of 1 or more finish coats to build up the coating to the specified dry film thickness. Unless otherwise specified, finish coats shall not be applied until other work in the area is complete and until all previous coats have been inspected.

(C) All items of equipment, or parts and surfaces of equipment, which are immersed when in service, with the exception of pumps and valves shall have all surface preparation and coating work, performed in the field.

(D) Preparations

- (1) Surfaces to be coated shall be clean and dry. Before applying coating or surface treatments, oil, grease, dirt, rust, loose mill scale, old weathered coatings and other foreign substances shall be removed except as specified. Oil and grease shall be removed before mechanical cleaning is started. Where mechanical cleaning is accomplished by blast cleaning, the abrasive used shall be washed, graded and free of contaminants, which might interfere with the adhesion of the coatings. The air used for blast cleaning shall be sufficiently free of oil and moisture to not cause detrimental

contamination of the surfaces to be coated. The Contractor shall examine all surfaces to be coated and shall correct all surface defects as required by manufacture before application of any coating.

(2) The Contractor shall protect the sewer from debris, overspray or any detrimental activity due to restoration of the manholes.

(3) Holes shall be filled using a grout as recommended by the coating manufacturer, and approved by the Engineer. The grout filler shall be used to bring all areas of holes and pitting up to the nominal surface of the manhole so that there is an even interior surface in the manhole without waves, pits or holes. Any exposed rebar shall be cleaned, and all areas of corrosion removed, prior to application of the grout as recommended by the coating manufacturer and approved by the Engineer.

(4) After surface preparation is complete, all loose material shall be removed from the sewer and manholes.

(5) The Contractor shall repair all defects in the coating system where directed by the Engineer.

(6) Surface preparations for each type of surface shall be in accordance with the specific requirements of the coating system specification sheet (COATSPEC). The COATSPEC shall be supplied by the manufacturer.

(E) Application

(1) The surface of the installed coating will be cleaned and prepared to permit visual inspection by the Engineer. Any areas of the coating showing poor adhesion, excessive air inclusion or edge or seam defects shall be properly repaired and re-inspected.

(2) Coated surfaces shall be free from runs, drops, ridges, waves, laps and brush marks. Coats shall be applied so as to produce an even film of uniform thickness completely coating corners and crevices. Painting shall be done in accordance with the requirements of SSPC: The Society for Protective Coatings, Paint Application Specification No. 1. The SSPC Paint Application Specification shall be supplied by the manufacturer.

(3) The Contractor's equipment shall be designed for application of the materials specified. The coating shall be obtained with the proper thickness and surface characteristics as recommended by the coating manufacturer.

(4) Each coat shall be applied evenly and sharply cut to line. Care shall be exercised to avoid over-coating or spattering on surfaces not to be coated.

(5) Film Thickness and Continuity: Coating system thickness is the total thickness of the finished coats. The surface area covered for various types of surfaces shall not exceed those recommended by the manufacturer. Coatings shall be applied to the thickness specified, and in accordance with these specifications. In testing for continuity of coating about welds, projections (such as bolts and nuts), and crevices, the City will determine the minimum conductivity for smooth areas of like coating where the dry mil thickness has been accepted. This conductivity shall then be taken as the minimum required for these rough or irregular areas. Pinholes and holidays shall be repainted to the required coverage.

(6) Safety and Ventilation: Requirements for safety and ventilation shall be in accordance with SSPC Paint Application Guide No. 3. The SSPC Paint Application Guide shall be supplied by the manufacturer.

(7) Cleanup: Upon completion of coating, the Contractor shall remove surplus materials, protective coverings and accumulated rubbish and thoroughly clean all surfaces and repair any over spray or other paint-related damage.

(F) Testing

(1) Spark Testing: All coated surfaces shall be spark tested for holes. The spark tester used shall provide 14,000 volts. If pinholes are found, the Contractor shall repair the coating as recommended by the manufacturer and retest. All testing and repair work shall be at the Contractor's expense.

(2) Adhesion Testing: The Contractor shall perform an adhesion test after proper cure in accordance with ASTM D3359 to demonstrate that the specified field coatings adhere to the substrate. Test results showing an adhesion rating of 5A on immersed surfaces and 4A or better on all other surfaces shall be considered acceptable.

626.4 DEFECT REPAIR

The Contractor shall repair all defects in the coating system where directed by the Engineer.

Where unacceptable adhesion test results are obtained, the Contractor shall be responsible for removing and reapplying the specified coatings at no expense to the City.

626.5 WARRANTY

The coating applicator shall supply a minimum 5 year warranty, for the coating that has been approved through the submittal process. The coating applicator shall also supply a warranty from the coating manufacturer addressed to the City. The warranty shall state, at a minimum, that the coating is applied in accordance with the manufacturer's instruction and that the coating will not fail for a period of 5 years. The definition of coating failure is that blistering, cracking, embrittlement or softening of the coating is starting to occur.

All structural rehabilitation work performed by the Contractor shall be guaranteed against faulty workmanship and/or materials for a period of 2 years after final acceptance of work.

626.6 MEASUREMENT AND PAYMENT

Payment for manhole coating shall be per square foot as measured from the invert to the ring and cover. The unit price shall include by-pass pumping and all materials necessary for internal coating of manholes specified on the plan sheets.

SECTION 630: TAPPING SLEEVES, VALVES AND VALVE BOXES ON WATER LINES

630.3.1 General

ADD the following:

Valves shall be resilient wedge gate valves, Waterous 2500 series, Clow, Mueller, or equal, suitable for use in line and in wet tapping water mains in conjunction with tapping sleeves. Gate valves shall be mechanical joint except where flange joints are specifically detailed in project plans or where required for tapping sleeves and hydrant installation.

Valve blocking shall be provided on all valves in accordance with Quad City Detail 301Q. No separate payment will be made for valve blocking and the cost shall be included in the water main unit price.

Valve boxes shall be in accordance with COP GES Detail 391Q.

Debris caps shall be installed on all valves within project limits according to MAG Detail 392 and shall be color-coded according to COP GES Detail 391Q. Debris caps shall be SW Services DC600 or approved equal.

The Contractor shall notify customers of scheduled water service disruption a minimum of 24 hours in advance of construction. Customers shall coordinate water shut-down with City Water Operations in accordance with Quad City Detail 103P.

630.3.2 Specific Valve Size Requirements

REPLACE item (A) with the following:

(A) Valves 2 inches through 12 inches:

REMOVE item (B) in its entirety and REPLACE with the following:

(B) Valves 14 inches and larger:

Valves shall be iron body resilient-seated gate valves in accordance with the latest revision of AWWA C515.

Valves shall be for operation in a horizontal position. The valve shall have bevel gears. The gears and stuffing box shall be enclosed in a watertight iron case, for operation in a buried location. The case shall be filled with grease at the factory.

By-pass valves shall be furnished and installed on each valve unless otherwise indicated on the approved plans. See Table 630-1 for by-pass valve sizes.

630.4 TAPPING SLEEVES AND VALVES

ADD the following:

The City Utility Operations shall be notified 48 hours in advance to schedule water main tap. If the Contractor is not ready for the tap at the scheduled time, the tap will be rescheduled. City crews will not remain on standby until the Contractor is ready for the tap. The rescheduled tap shall include a new 48 hour notification.

630.4.1 Tapping Valves

REMOVE the third paragraph in its entirety and REPLACE with the following:

Once the tap has been installed, the Contractor shall not operate the valve.

ADD the following:

Debris caps shall be installed on tapping sleeve valve according to MAG Detail 392 and shall be color-coded according to COP GES Detail 391Q. Debris caps shall be SW Services DC600 or approved equal.

630.5 BUTTERFLY VALVES

REMOVE item (A) and REPLACE with the following:

- (A) 18 inches and larger:

REMOVE item (A) (1) in its entirety and REPLACE with the following:

- (1) Valve body shall be of cast iron or ductile iron with connecting ends one of or a combination of flanged (short body) or mechanical joint.

REMOVE item (B) in its entirety and REPLACE with the following:

- (B) 3 inches through 16 inches:

Butterfly valves shall not be used.

630.6 AIR RELEASE AND VACUUM VALVES

ADD the following:

- (C) Air/vacuum release valves shall be in accordance with COP GES Detail 317Q-1 or 317Q-2.

- (D) Combination Air Valves

(1) Air valves shall be standard combination style. Cast iron air valves shall comply with AWWA C512 except as modified herein. Valves shall be of the size shown and shall have threaded or flanged ends to match piping. Bodies shall be of high-strength cast iron, conforming to ASTM A126, Class B, or NSF 61 certified reinforced nylon. Floats of cast iron air valves shall be heavy stainless steel, suitable to withstand 1,000 psi external pressure. Seats of cast iron air valves shall be Buna-N. Other internal components of cast iron air valves shall be constructed of stainless steel, bronze, delrin, or cast iron as appropriate. Internal components for reinforced nylon valves shall be NSF 61 certified nylon, polypropylene, EPDM or NBR 70. Inlet and outlet ports for large orifice valves shall be baffled to prevent the action of high volume airflows from interfering with valve operations. Interior and exterior carbon steel surfaces shall be epoxy coated. Valves shall be designed for a minimum of 300 psi water working pressure, unless otherwise shown.

- (2) Internal protective coatings shall be provided in accordance with AWWA C550.

(a) Liquid epoxy lining and coating materials shall be listed in the NSF Listing for Drinking Water Additives, Standard 61, certified for use in contact with potable water.

(b) The minimum dry film thickness for epoxy linings shall be 0.203 mm (0.008-inch or 8 mils). Liquid epoxy lining shall be applied in 2 coats in accordance with AWWA C210.

(3) Combination air valves shall be in accordance with COP GES Detail 317Q-1 or 317Q-2, unless shown otherwise. They shall have both large and small orifices in a single body. The large orifice shall serve to vent large quantities of air during filling operations and shall automatically open to relieve vacuum conditions. The small orifice shall vent small quantities of air under full line pressure that may become entrained in the system and collect at high points. Valves shall be APCO Series 140, Val-Matic Corp. Series 200, or equivalent

ADD the following subsection to 630.6 Air Release and Vacuum Valves:

630.6.1 Blow Off Installation

Blow off installation shall be in accordance with Quad City Detail 318P. The Contractor shall be required to provide Mega-Lug restraint for all joints for a distance specified per Quad City Detail 303Q-1 and 303Q-2.

630.8 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement will be by the unit each of the various kinds and sizes of valves, manholes, vaults, or tapping sleeves and valves, including valve boxes and covers, retrofit debris covers, air release valve assemblies, combination valve assemblies, and blow off assemblies.

630.9 PAYMENT

ADD the following:

Payment for valves, box and cover shall be per each at the unit bid price shown in the bidding schedule. Valves on tapping sleeves and hydrant installations shall be included in the appropriate bid item in the bidding schedule.

Debris cap specified on existing valves shall be incidental to the project work.

Payment for tapping sleeves shall be at the unit price bid in the bidding schedule and include the tapping sleeve, valve, box and cover, and all appurtenant fittings for complete assembly.

Payment for air release and vacuum valve installation shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for a complete installation.

Payment for combination air valve assembly shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for a complete installation.

Payment for blow off installation shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for complete installation. No extra payment shall be made for Mega-Lug restraint.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 650: ABANDONMENT AND REMOVAL OF WATER MAIN

650.1 WATER MAIN ABANDONMENT

(A) Abandonment of existing water main shall not commence until hydrostatic and disinfection test results for the new main have been accepted by the Engineer. The Contractor shall contact the Engineer a minimum of 48 hours in advance of abandonment activities to schedule City water crews to coordinate valve operation. Water customers affected by water service disruption due to water main abandonment shall be notified by written flyer delivered by the Contractor a minimum of 24 hours in advance of scheduled water service disruption. Scheduled water service disruptions are limited to a maximum of 4 hours.

(B) Abandonment of existing main shall include the removal of all valves, hydrants, and appurtenances within the reach to be abandoned. All valves and hydrants to be abandoned shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City

Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer. Removed materials not identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new main installation.

At all locations indicated on the plans, a minimum of 4 feet of water main shall be removed capped and the appropriate thrust restraint installed.

Existing valves to be abandoned shall include removing the valve, valve box, and cover in its entirety. Abandonment of appurtenances located in any structure (manhole, vault, etc.) shall include the complete removal and proper disposal of the appurtenance and the structure.

Abandonment of valves, hydrants, and appurtenances shall include the installation of the requisite number of mechanical joint caps as necessary to seal all pipe remaining in place.

(C) Restoration for water main abandonment shall include excavation, backfilling, compaction and re-surfacing in accordance with COP Supplement 601.

(D) Pavement matching and surface replacement shall be incidental to water main abandonment.

650.2 WATER MAIN REMOVAL

(A) Removal of water main shall not commence prior to authorization from the Engineer.

(B) Water main removal shall include the complete removal of all existing water main, valves, hydrants, structures, and appurtenances within the reach as indicated on the plans. All valves and hydrants to be removed shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new main installation.

(C) Removal of water main shall include excavation, backfilling, compaction, disposal and salvage in accordance with COP Supplement 601.

(D) Pavement matching and surface replacement shall be measured and paid accordance with COP Supplement 336. Any other restoration shall be considered incidental.

650.3 MEASUREMENT

Measurement for abandonment of water main and laterals shall be by the linear foot of pipe abandoned, measured horizontally through valves and fittings. Hydrants, valves, fittings, vaults, services, and other appurtenances shall be considered incidental to water main abandonment.

Measurement for removal of water mains and laterals shall be by the linear foot of pipe removed, measured horizontally through valves and fittings. Hydrants, valves, fittings, vaults, services, and other appurtenances shall be considered incidental to water main abandonment.

650.4 PAYMENT

Payment for water main abandonment shall be at the applicable unit bid price and shall include all work and appurtenant fittings necessary for complete abandonment. Pavement matching and surface replacement shall be incidental to water main abandonment.

Payment for water main removal shall be at the applicable unit bid price and shall include all work and appurtenant fittings necessary for complete removal. Pavement matching and surface replacement shall be

measured and paid accordance with COP Supplement 336. Any other restoration shall be considered incidental.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 651: ABANDONMENT AND REMOVAL OF SANITARY SEWER

651.1 SANITARY SEWER ABANDONMENT

- (A) Abandonment of sanitary sewer shall not occur until all existing sanitary sewer services have been transferred to another main or lateral, and abandonment is approved by the Engineer.
- (B) Abandonment of sanitary sewer shall include gravity and/or force mains, manholes, vaults, wet wells, and other appurtenances within the reach noted on the plans to be abandoned.
- (C) Manhole frames, covers, vault access hatches, and clean-out frame and covers shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new sewer installation.
- (D) Restoration for sanitary sewer abandonment shall include all excavation, backfilling, compaction, and resurfacing in accordance with COP Supplement 601.

651.1.1 Sanitary Sewer Mains

- (A) Abandonment of sanitary sewer mains shall include all gravity mains, laterals, and force mains, and shall be accomplished by pipe bursting or grout filling as indicated on the plans.

- (1) Pipe bursting shall be performed using industry standard methods and equipment.

A pipe bursting plan including equipment used, means and methods shall be submitted and approved in accordance with Section 105.2 of these specifications prior to beginning bursting operations.

Valves shall be removed and disposed of prior to pipe bursting, and shall become property of the Contractor. All valves shall be properly disposed of in accordance with these specifications.

- (2) Grouting shall be accomplished following industry standard methods, using a cement based grout to fill the void of the existing sanitary sewer main. The grouting material must have a minimum compressive strength of 100 psi and shall have flow characteristics appropriate for filling a sanitary sewer.

Injection of the grout material shall be done with sufficient pressure and injection locations to fill the existing sanitary sewer line. The method shall adequately provide for the removal and legal disposal of existing sewage in the lines and any pipe materials removed, and release of air from the system to facilitate proper abandonment.

A grouting plan including equipment used injection locations, grout mix design, and means and methods shall be submitted and approved in accordance with Section 105.2 prior to beginning grouting operations.

651.1.2 Manholes, Vaults and Wet Wells

- (A) Abandonment of manholes, vaults, wet wells and other structural appurtenances shall include the complete removal of each structure within the reach to be abandoned as indicated on the plans.
- (B) All items removed and not salvaged shall become property of the Contractor and properly disposed of in accordance with these specifications.
- (C) Backfilling after removal shall be in accordance with COP Supplement 601.
- (D) Pavement matching and surface replacement shall be incidental to sewer abandonment.

651.2 SANITARY SEWER REMOVAL

- (A) Removal of sanitary sewer shall not commence prior to authorization from the Engineer.
- (B) Removal of sanitary sewer shall include the complete removal of gravity and/or force mains, manholes, vaults, wet wells, and other appurtenances within the reach noted on the plans to be removed.

Existing sanitary sewer that is removed coincident with the installation of new sanitary sewer shall be considered incidental to the installation and shall not be measured or paid for under this section.

- (C) Manhole frames, covers, vault access hatches, and clean-out frame and covers shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new sewer installation.

- (D) Removal of sewer main, laterals, or force main that tie into an existing manhole that is to remain in service shall include complete removal of the penetrating pipe and grouting the hole with lean, non-shrink grout. A water stop shall be used to ensure the integrity of the manhole.

The water stop proposed shall be submitted for review and approval prior to removal activities in accordance with Section 105.2 of these specifications.

- (E) Removal of sanitary sewer shall include excavation, backfilling and compaction in accordance with COP Supplement 601. Disposal, salvage, and bypass pumping shall be considered incidental to sewer removal.
- (F) Pavement matching and surface replacement shall be measured and paid in accordance with Section 336 of these specifications. Any other restoration shall be considered incidental.

651.3 MEASUREMENT

Measurement for abandonment of sewer main, laterals, and force main shall be by the linear foot of pipe abandoned, measured horizontally through manholes, vaults, valves, and fittings. Valves, fittings, services, cleanouts, and other appurtenances shall be considered incidental to sewer abandonment.

Abandonment of manholes and wet wells shall be the number of each abandoned. Vaults shall be considered incidental to sewer abandonment unless otherwise noted in the special provisions.

Measurement for removal of sewer main, laterals, and force main shall be by the linear foot of pipe abandoned, measured horizontally through manholes, vaults, valves, and fittings. Valves, fittings, services, cleanouts, and other appurtenances shall be considered incidental to sewer removal.

Measurement for manholes and wet wells shall be the number of each removed. Vaults shall be considered incidental to sewer abandonment unless otherwise noted in the special provisions.

651.4 PAYMENT

Payment for abandoning sewer mains, laterals, and force main shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be incidental to sewer abandonment.

Payment for abandoning manholes and wet wells shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be incidental to sewer abandonment.

Payment for removing sanitary sewer shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be measured and paid in accordance with Section 336 of these specifications. Any other restoration shall be considered incidental.

Payment for removing manholes and wet wells shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be measured and paid in accordance with Section 336. Any other restoration shall be considered incidental.

PART 700 – MATERIALS**SECTION 701: AGGREGATE****701.4 RECLAIMED CONCRETE MATERIAL (RCM)**

REMOVE in its entirety and REPLACE with the following:

Use of Reclaimed Concrete Material (RCM) is not allowed.

701.5 RECLAIMED ASPHALT PAVEMENT (RAP)

REMOVE in its entirety and REPLACE with the following:

Reclaimed asphalt pavement (RAP) shall not be allowed.

SECTION 703: RIPRAP**703.1 GENERAL**

REMOVE the second paragraph in its entirety and REPLACE with the following:

Aggregate shall be color-matched with adjacent landscape aggregate or as specified on the plans or in the special provisions, and approved by the Engineer. Payment for riprap shall include all work associated with providing color samples.

SECTION 710: ASPHALT CONCRETE

710.2.1 Asphalt Binder

REMOVE in its entirety and REPLACE with the following:

- (A) The approved asphalt binder shall be either Performance Grade (PG) 64-22, PG 70-22, PG 70-22TR, or PG70-22TR+ asphalt conforming to the requirements of AASHTO M 320-09 Performance-Graded Asphalt Binder. The binder grade shall be as specified in the contract documents or as directed by the Engineer.
- (B) The Engineer may review a request by the Contractor to change from the approved binder grade.

710.2.3 Reclaimed Asphalt Pavement (RAP):

REMOVE in its entirety and REPLACE with the following:

Reclaimed asphalt pavement (RAP) shall not be allowed.

710.3.1 General

REMOVE item (11) in its entirety.

710.3.2 Mix Design Criteria

ADD the following:

- (A) The intent of this supplement is to use only ½ inch or ¾ inch Marshall or Gyratory Mix Designs within the specification unless specifically called out in the project specifications.
- (B) The asphalt mix design shall be for high traffic volume, unless otherwise specified.

710.3.2.1 Marshall Mix Design

REMOVE item (5) in Table 710-3 Marshall Mix Design Criteria and REPLACE with the following:

- (5) Tensile Strength Ratio: % Min.

Minimum percent requirement is changed to 75. A tensile strength ratio of 75 percent may require more than 1 percent mineral admixture.

REMOVE item (7) in Table 710-3 Marshall Mix Design Criteria and REPLACE with the following:

- (7) Stability: pounds, Minimum

Minimum requirement is changed to 3500 for ½ inch mix and ¾ inch mix.

SECTION 725: PORTLAND CEMENT CONCRETE

725.1 GENERAL

ADD the following:

All Portland cement concrete placed under this contract shall be Class AA with a maximum water/cement ratio of 0.45.

ADD the following subsection to 725.1 General:

725.1.1 Adverse Weather Concreting

(A) Hot Weather Concreting: Hot weather is defined as any combination of high ambient temperature, low relative humidity, and wind velocity which would tend to impair the quality of fresh concrete. These effects become more pronounced as wind velocity increases. Since last minute improvisations are rarely successful, preplanning and coordination of all phases of the work are required to minimize these adverse effects.

- (1) Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:
 - (a) Cool ingredients before mixing to maintain concrete temperature below 90 degrees F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is the Contractor's option.
 - (b) Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 - (c) Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.
- (2) As an absolute minimum, the Contractor shall ensure that the following measures are taken:
 - (a) An ample supply of water, hoses, and fog nozzles are available at the site.
 - (b) Spare vibrators are on hand in the ratio of 1 spare vibrator for each 3 in use.
 - (c) Pre-planning has been accomplished to ensure prompt placement, consolidation, finishing, and curing of the concrete.
 - (d) Concrete temperature on arrival should be approximately 60 degrees F and in any event shall not exceed 90 degrees F. The use of cold water and ice is recommended.
 - (e) The subgrade is moist, but free of standing water.
 - (f) Fog spray is utilized to cool the forms and steel. Under extreme conditions of high ambient temperature, exposure to the direct rays of the sun, low relative humidity, and wind, even strict adherence to these measures may not produce the quality desired and it may be necessary to restrict concrete placement to early morning only. If this decision is made, then particular attention must be directed to the curing process since the concrete will be exposed

to severe thermal stresses due to temperature variation; heat of hydration plus midday sun radiation versus nighttime cooling.

(B) Cold Weather Concreting: Comply with ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

(1) When air temperature has fallen to or is expected to fall below 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F and not more than 80 degrees F at point of placement.

(2) Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

(3) Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

(C) Wet Weather Concreting: Placing of concrete shall be discontinued when the quantity of rainfall is such as to cause a flow or wash to the surface. Any concrete already placed and partially cured shall be covered to prevent dimpling. A construction joint will be installed prior to shut down.

(D) Replacement of Damaged or Defective Concrete: Upon written notice from the Engineer, all concrete which has been damaged or is defective, shall be replaced by the Contractor at no cost to the Contracting Agency.

(E) References

(1) ACI-305 Hot Weather Concreting

(2) ACI-306 Cold Weather Concreting

(3) ACI-308 Recommended Practices for Curing Concrete

(F) No separate payment shall be made for adverse weather concreting. The work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay item.

725.5 ADMIXTURES AND ADDITIVES

REMOVE the third paragraph in its entirety and REPLACE with the following:

Air entraining admixtures incorporated into the approved concrete mix design shall meet the requirements of ASTM C260. All Portland cement concrete shall contain 6 percent, plus or minus 1 percent, entrained air of evenly dispersed air bubbles at the time of placement. The air-entraining agent shall contain no chlorides. The air-entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement. Air entrainment in the concrete shall be tested in accordance with AASHTO T 152. Air entrainment shall be tested at time of sampling in accordance with ASTM C143 and C231 respectively. The cost of this testing shall be the responsibility of the Contractor.

725.8.1 Field Sampling and Tests

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

The slump of Portland cement concrete shall be tested in accordance with the requirements of AASHTO T 119, ASTM C143 and ASTM C231 respectively. Concrete that does not meet the specification requirements as to slump shall not be used, but shall be removed from the job at no cost to the City. Slump tests shall be

taken in the field by a representative of the Contractor's Quality Control firm. The cost of this testing shall be the responsibility of the Contractor.

725.8.2 Concrete Cylinder Test:

ADD the following:

Concrete cylindrical specimens for compression tests shall be taken in the field by a representative of the Contractor's Quality Control firm in accordance with AASHTO T 141 and T 23. These samples will be tested for compressive strength in accordance to AASHTO T 22. Concrete samples will be taken in accordance with this section and MAG Specification 725.8.3, except as noted hereinafter. 1 set of not less than 4 cylinders per 50 cubic yards or ½ days pour shall be prepared and retained to verify compressive strength of the mixture. 1 cylinder shall be tested at 7 days and 2 at 28 days. The fourth cylinder shall be retained for up to 60 days. If the 28 day test does not meet the minimum strength requirement, cores shall be taken as provided herein and the cost of such will be the responsibility of the Contractor. Acceptance shall be based on minimum 28 day strength requirements. The cost of testing shall be the responsibility of the Contractor.

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of _____, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Fann Contracting, Inc., an Arizona corporation (the “Contractor”). The Town and Contractor are the only parties to this Agreement; they are each individually a “Party,” and together they are the “Parties.”

RECITALS

A. After a competitive procurement process, the City of Prescott, Arizona (“Prescott”), entered into Contract No. 2023-210, dated June 13, 2023 (the “Prescott Contract”), for the Contractor to provide job order contracting services for public works/horizontal construction projects. A copy of the Prescott Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such materials and services under the Prescott Contract, at its discretion and with the agreement of the awarded Contractor.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with construction materials and services, as more particularly set forth in Section 2 below on an as-needed basis (the “Materials and Services”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025, unless terminated as otherwise provided in this Agreement or the Prescott Contract (the “Term”). The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for job order contracting on public works/horizontal construction projects under the terms and conditions of the Prescott Contract and this Agreement. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases

of such Materials and Services will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the Parties in a written invoice, quote, work order, job order, or other form of written agreement describing the work to be completed (each, a “Job Order”). Each Job Order shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Job Orders submitted without referencing this Agreement and the Prescott Contract will be subject to rejection. The Contractor acknowledges and agrees that Job Orders containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the “Unauthorized Conditions”), other than Town’s project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any Job Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Prescott Contract shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement or the Prescott Contract will be held at the Contractor’s risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel Job Orders within a reasonable period of time after issuance. Should a Job Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Job Order. The Town will not reimburse the Contractor for any costs incurred after receipt of the Town’s notice of cancellation, or for lost profits, shipment of product prior to issuance of a Job Order, or anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay the Contractor for the Materials and Services in the amounts set forth in each Job Order. The total compensation for the Materials and Services purchased under this Agreement shall not exceed \$500,000 for the entire Term of this Agreement.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Prescott Contract will be subject to rejection and may be returned.

5. Safety Plan. The Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Contractor’s sole determination, the Services to be provided do not require a safety plan, the Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, the Contractor’s and its subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Contractor’s and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments, or claims based on the Contractor’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Contractor pursuant to this Agreement. The Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the Contractor or its subcontractors reasonable advance notice of intended audits. The Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor’s or its subcontractor’s failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. To the extent applicable under ARIZ. REV. STAT. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a “boycott” of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

9. Conflict of Interest. The Town may cancel this Agreement pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, and any Town-approved Job Orders, the Prescott Contract, and invoices, the documents shall govern in that order.

13. Rights and Privileges. To the extent provided under the Prescott Contract, the Town shall be afforded all of the rights and privileges afforded to Prescott and shall be the "City" (as defined in the Prescott Contract) for the purposes of this Agreement.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Prescott to the extent provided under the Prescott Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town	Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323 Attn: Town Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to the Contractor:	Fann Contracting, Inc. P. O. Box 4356 Prescott, Arizona 86302 jfann@fanncontracting.com Attn: Jason Fann

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

“Contractor”

FANN CONTRACTING, INC.,
an Arizona corporation

Jack W. Miller, Mayor

Jason Fann, President

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.

[Prescott Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.

[Job Orders]

See following pages (to be attached subsequent to execution).



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

6. h.

Meeting Date: 09/26/2023
Contact Person: Frank Marbury, Public Works Director/Town Engineer
Department: Public Works
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve a Cooperative Purchasing Agreement with Cactus Asphalt, a division of Cactus Transport, Inc., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

RECOMMENDED ACTION:

Approve the Cooperative Purchasing Agreement with Cactus Asphalt, a division of Cactus Transport, Inc., for job order contracting services on public works/horizontal construction projects for an amount not to exceed \$500,000.

SITUATION AND ANALYSIS:

This is an indefinite quantity and indefinite delivery Agreement for job order contracting on public works/horizontal construction projects under the terms and conditions of the Prescott Contract and this Agreement. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with construction materials and services.

Other Pertinent Documents Available Upon Request:

This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025, unless terminated as otherwise provided in this Agreement or the Prescott Contract (the "Term"). The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 21-78-5408
Available:
Funding Source:

Attachments

JOC Cactus Asphalt
CPA Cactus Asphalt



Construction Contract

Job Order Contracting for Public Works / Horizontal Construction Projects

Contract No. 2023-208

THIS AGREEMENT made and entered into this 13th day of June 2023, by and between Cactus Asphalt, a division of Cactus Transport, Inc. of the city of Tolleson, county of Maricopa, state of Arizona, hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds to be provided once a Job Order Amendment is presented, hereby agrees, for him/herself, his/her heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Job Order Contracting and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Request for Statement of Qualifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, and Addenda, as accepted by the Mayor and Council per Council Minutes of June 13, 2023, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The contract will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1. The value of these contracts will vary based on projected City needs, and available budget. The award of a contract is not a guarantee of work. There is no specific list of projects currently. The Contractor hereby agrees start and to fully complete within the time frame as given on the written notice to proceed for each project assigned.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Request for State of Qualifications, MAG Specifications and Details, City Supplement to MAG, and Special Provisions. The maximum cost per Job Order can be up to \$1,000,000.00 and the

maximum amount per fiscal year per contractor is \$3,000,000.00. Each Job will be awarded and a Job Order Amendment for each job will be sent out to get all the required documents. On each approved Job Order if the Contractor claims that any instructions involve additional/extra cost, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services / work. No such claim shall be valid unless so made. The Contractor shall do such additional/extra services/work upon receipt of an accepted Contract Amendment or other written order of the Director. In the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments shall be approved by the Director or any Contract Amendments over \$50,000 must also be approved by City Council.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's

compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum per MAG per project awarded with the amendment, per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum per MAG per project awarded with the amendment per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees, or any of the Contractor's subcontractors. In the event the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XII - BONDS:

- A. On or before the execution of the Job Order Amendment, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications, and conditions herein. Such bond shall be solely for the protection of the City. A copy of this bond shall be filed with the Prescott City Clerk.
- B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of

claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.

- C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an “A” rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XIII – SUBCONTRACTORS:

- A. During performance of this Agreement, the Contractor may engage such additional subcontractors as may be required for the timely completion of the construction. The addition of any Subcontractors shall be subject to prior written approval by the City. In the event of sub-contracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the Contractor.
- B. The Contract Amount includes payment for any and all Services to be rendered by the Contractor or Subcontractors which the Contractor may employ for this Agreement. It is expressly agreed by and between the parties that the Contractor is solely responsible for all payment to such any other Contractors or Subcontractors retained by the Contractor. The Contractor agrees to indemnify and save harmless the City of Prescott 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 to pay for all labor performance and materials furnished for the performance of said project when completed.

ARTICLE XIV – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XV – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XVI - MISCELLANEOUS:**A. Cooperative Use of Contract**

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

B. All pay applications need to have these items contract number, pay application number, dates of service and date submitted. They need to be submitted to the project manager for review. Once they review and sign off, they will submit to our accounts payable department for payment processing.**C. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.****D. Final Payment Acknowledgement to be signed by the contractor and sent in with the final pay application. This is to further certify that the project is completed to acceptable standards as defined in the plans and specifications per the Project Contract Agreement. Any changes to the plans have been noted on the Construction As-built Mylar Drawings certified by the Engineer of Record. The revised As-built Drawings have been delivered and approved by the Public Works department. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott.****E. Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties is to be signed and returned at the end of the two-year warranty period that is determined per the warranty letter sent out when the project has been completed.****F. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), A.R.S. §34-301, §34-302 & §34-321 or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.****G. In the event of default, neither party shall be liable for incidental, special, or consequential damages.****H. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:**

Public Works Director

City of Prescott
433 N. Virginia Street
Prescott, Arizona 86301

Cactus Asphalt, a division of Cactus Transport, Inc.

8211 West Sherman St
Tolleson, AZ 85353

jsmith@cactusasphalt.com

- I. This Agreement shall be construed under the laws of the State of Arizona.
- J. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- K. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- L. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- M. Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.
- N. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".
- O. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- P. Compliance with Federal and State Laws: All Services performed by the Contractor shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances, including, without limitations, those set forth on the attached Exhibit C, if applicable. The Contractor, at the Contractor's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. The Contractor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.
- Q. Nondiscrimination and Equal Employment Opportunity: The Contractor and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil

Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Contractor and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Contractor agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.

R. Employees on Public Works Construction Projects: E-Verify Requirements:

1. The Contractor shall comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, "Residence Requirements for Employees", as amended.
2. Under the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its 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 referred to as "Contractor Immigration Warranty"). The Contractor further understands and acknowledges that:
 - a. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - b. The City retains the legal right to inspect the papers of any Contractor or Subcontractors' employee to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any such inspections.
 - c. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the Subcontractors to ensure compliance with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.
 - d. Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with 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(A).
 - e. The provisions of this Article shall be included in any contract the Contractor enters with any and all of its Subcontractors who provide Services under this Agreement. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.

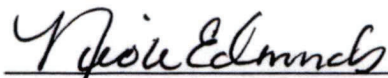
S. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.

- T. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 3. Any Contractor / subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

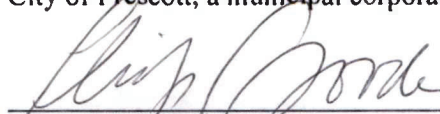
- U. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ATTEST:



Cactus Asphalt, a division of Cactus
Transportation, Inc. (Authorized Signature)

City of Prescott, a municipal corporation:



Philip R. Goode, Mayor

By: Nicole Edmonds
(Printed Name)

Title: Contracts Coordinator

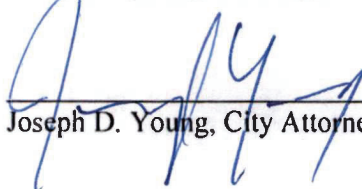
Email: contractscoordinator@cactusasphalt.com

ATTEST:



Sarah M. Siep, City Clerk

APPROVED AS TO FORM:



Joseph D. Young, City Attorney

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under 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 this Contract 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. Contractor is free to purchase such additional insurance as may be determined necessary.

ADDITIONAL INSURANCE REQUIREMENTS:

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott 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.

Additional Insured:

**City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND fandboperations@prescott-az.gov. The City contract number and project name/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. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

NOTICE OF CANCELLATION:

With the exception of a ten (10) day notice of cancellation for non-payment of premium, and changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

VERIFICATION OF COVERAGE:

Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required 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 this Contract and remain in effect for the duration of the project and warranty period as set forth in the warranty letter. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

MAG Specifications, Sections 103.1 through 103.8, including: Unless otherwise specifically required by the Special Conditions, the minimum limits of public liability and property damage liability shall be as follows:

1. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form –

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

• General Aggregate	\$ 3,000,000
• Products – Completed Operations Aggregate	\$ 3,000,000
• Personal and Advertising Injury	\$ 1,000,000
• Each Occurrence	\$ 1,000,000
• Fire Legal Liability (Damage to Rented Premises) (if applicable)	\$ 100,000

The policy shall be endorsed to include the following additional insured language:

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 1,000,000
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The policy shall be endorsed to include the following additional insured language:

“The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

Worker’s Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s 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 City of Prescott for losses arising from work performed by or on behalf of the Contractor.

Professional Liability (Errors and Omissions Liability) – *if applicable*

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

1. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.
2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

Such policy shall not exclude coverage for the following:

1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
3. Injury to or destruction of any property arising out of blasting or explosion.
4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Contractor's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).

The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE

HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS AND CERTIFICATION OF COMPLETION OF WARRANTIES



Government Funding Provisions

The Contractor and its Subcontractor shall comply with the following grant provisions, if applicable.

Applicable Laws

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

Federal Legislation

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42
- d. U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- g. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Coastal Zone Management Act, P.L. 93-205, as amended.
- j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- k. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- m. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- n. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq. 3-04-0015-045-2020
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands

- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 3-04-0015-045-2020
- i. 29 CFR Part 5 - Labor standards provision applicable to contracts covering Federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- j. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- k. 49 CFR Part 20 - New restrictions on lobbying.
- l. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- n. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- q. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- r. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.
- s. § 200.323 Procurement of recovered materials.
- t. 31 USC Ch. 38: Administrative Remedies for False Claims and Statements

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American

Unless otherwise approved in advance by the Federal Government (FAA, FEMA, or any other agency), the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

Ban on Texting While Driving

- a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - ii) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

Foreign Market Restrictions

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Non-Discrimination

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

- a) The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- b) Affirmative steps shall include:
 - i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
 - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises
 - v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Clean Air Act

Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps, or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Construction Contracts in excess of \$2,000 awarded by non-Federal entities.

Davis-Bacon Act, as amended ([40 U.S.C. 3141](#)–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141](#)–3144, and 3146–3148) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Employment of Mechanics and Laborers contracts in excess of \$100,000.00

Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701](#)–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



STATEMENT OF QUALIFICATIONS

JOB ORDER CONTRACTING FOR PUBLIC WORKS/HORIZONTAL CONSTRUCTION PROJECTS



March 9, 2023



March 9, 2023

The City of Prescott, Arizona
City Clerk's Office
201 S. Cortez Street
Prescott, Arizona 86303

RE: Request for Statement of Qualifications for Job Order Contracting for Public Works / Horizontal Construction Projects

Cactus Asphalt, a division of Cactus Transport, Inc. (Cactus) would like to thank the City of Prescott (City) for the opportunity to continue its successful relationship through this Request for Statement of Qualifications for Job Order Contracting (JOC) for Public Works / Horizontal Construction Projects.

Since the inception of the JOC delivery method, Cactus has gained extensive knowledge of the JOC process. We understand the sophistication and comprehensiveness required to meet individual agency needs. When considering Cactus' unique experience with numerous types of JOCs, our team has gained a deep understanding of the variability of this construction practice. As a result, Cactus has developed successful processes and procedures that have become specific to the JOC delivery method. Cactus is prepared to provide the City with the successful execution of Job Orders (JOs) with a high level of quality, shorter work durations, and less inconvenience to the traveling public. We continue to diversify and will strive to self-perform 85% of the work procured. Since 1979, Cactus has been an active community member and takes great pride in supporting local subcontractors and trade companies.

The benefits the City will receive through a continued partnership with Cactus include:

- **Most Qualified Firm** Cactus can deliver the work under this JOC. We bring our team's unmatched knowledge and expertise, who have direct experience working with and around the City of Prescott. This includes a dedicated group of JOC professionals, field managers, and roadway services specialists supported by a strong network of more than 400 in-house personnel.
- **Existing Partner with the City of Prescott** Cactus has had success working in the Prescott region, including working for Prescott Airport, Yavapai County, Prescott Valley, and Embry Riddle Aeronautical University. In 2019 Cactus partnered with the

City of Prescott, utilizing an existing JOC's cooperative language and performed an assignment where we introduced materials like high-volume FAST chip seal with Polymer Modified MasterSeal (PMM) fog seal treatments that were new to the City. Our relationship continued with the City when Cactus was selected as the low bid for the FY20 Pavement Preservation.

- **Regional Partner** Cactus has also performed work for other regional partners either through cooperative purchasing or public bidding, including ADOT North West District, Yavapai County, the Town of Prescott Valley, the Town of Chino Valley, the City of Sedona, the City of Cottonwood, the Town of Clarkdale, Embry Riddle Aeronautical University, and the Town of Chino Valley.
- **Team of Roadway Construction, Stabilization, and Paving Services Experts** Cactus brings a team of experts experienced in all facets of roadway construction, stabilization, and paving services. This team includes myself, as your single point of contact, Jeff Abram, Tim Osterholz, and Chris Balke. With our combined experience in roadway construction, paving, and managing large public works projects, our team is the best fit for the City's JOC.

Cactus is excited to continue our relationship with the City of Prescott through this JOC for many years to come. We look forward to hearing from the City and moving this process forward.

Thank you for your consideration,

Jeff Smith, JOC Program Manager
(602) 618-7405
jsmith@cactusasphalt.com



(623) 907-2800



cactusasphalt.com



8211 West Sherman St.
Tolleson, Arizona 85353

A. GENERAL INFORMATION

OVERVIEW / LEGAL ORGANIZATION

Cactus is a regional leader and innovator in pavement preservation. Our demonstrated expertise in matching techniques, approaches, and materials results from our over 44 years of experience across Arizona, Texas, Colorado, and New Mexico. Cactus Asphalt is an S Corporation.

Cactus can meet the City's insurance requirements.

LICENSES

Cactus holds an A-General license with the Arizona Registrar of Contractors - License #194430.

The Cactus team does not hold any Arizona professional licenses.

LOCATION OF CONTRACTOR

Cactus' home office is located at 8211 W. Sherman St. in Tolleson, Arizona. This will be the home office of all key personnel throughout various job orders. Depending on the size and scope of work for each job order, Cactus could have a construction yard close to the work but does not anticipate a need for on-site office trailers. Currently, Cactus employs over 400 well-trained and dedicated personnel split into divisions, including crack seal and seal coat; paving and grading; milling and concrete; chip seal and fog seal; traffic control and striping; and micro and slurry.

Cactus is 100% committed to a successful JOC program with the City. When job orders are issued or discussed, our team will be involved early in the process to help guide the City on treatment options or alternative solutions to meet the need for a safe and effective job order.

B. EXPERIENCE & QUALIFICATIONS OF CONTRACTOR & KEY PERSONNEL

UNDERSTANDING OF THE PURPOSE AND SCOPE

Cactus understands this JOC is being requested for horizontal construction projects throughout the City of Prescott. We are familiar with the scope items listed in the RFQ and are comfortable completing them for the City. We are willing to perform an ongoing series of individual projects (job orders) at different locations, simultaneously, if needed, throughout the City. We will serve as the general contractor responsible for all preconstruction and construction scope requirements listed on pages 4-6 of the RFQ.

YEARS OF EXPERIENCE, SPECIFIC TECHNICAL CAPABILITIES, AND QUALIFICATIONS

With our skilled workforce and over 44 years of experience across Arizona, Cactus has the capability to self-perform 85% of the work anticipated on this JOC. We have identified a few key subcontractors early on in this process that will be valuable to this team. Our major pre-selected subcontractor is Southwest Slurry Seal (Southwest), which Cactus has partnered with on numerous pavement preservation projects involving slurry and micro-sealing activities. *The table on the bottom of the next page presents the scopes of work that can be self-performed and/or subcontracted.*

BENEFITS | OF OUR TEAM

400+

in-house personnel to support and provide the capacity to self-perform over 85% of the work under this JOC

90 minutes

Cactus JOC Division's average response time (from initial call to the start of pricing and estimating)

72 hours

The Division's average response time to provide fully vetted and accurate pricing to our JOC clients

SOUTHWEST SLURRY SEAL

Southwest Slurry Seal (Southwest) has years of experience in the slurry and micro sealing fields. Their range of service allows them to design the right preservation program to serve owner's needs.

Cactus and Southwest have successfully partnered over the past 20 years. Cactus' multiple divisions of expertise, including paving and concrete, milling and grading, crack seal, seal coat and striping, traffic control, slurry and micro sealing, and blending, combined with Southwest's slurry and micro seal expertise, gives the City the most significant pavement preservation force in the State at their disposal. Together our team has completed over 12 projects totaling \$4 million in the last seven years. As two of the most experienced firms in the nation, our companies lead the Southwest in pavement preservation, systems, and applications.

BETA PR

Cactus will partner with Beta Public Relations (Beta PR) to inform and notify the public of all work associated with projects from this JOC. Beta PR is a public outreach company that regularly works with the City of Prescott and is very familiar with their policies and procedures. Our team will communicate with the public through door hangers, social media, project signs, and any other forms the City may require.

SCOPE OF WORK TO BE SELF-PERFORMED VS. SUBCONTRACTED

Scope of Work	Self-Perform	Subcontract	Scope of Work	Self-Perform	Subcontract
Roadway Grading	◆		Excavating	◆	
Paving	◆		Repairs	◆	
Patching	◆		Striping*		◆
Rehabilitation and Rejuvenation*	◆	◆	Concrete*		◆
Water		◆	Sign Placement		◆
Sewer		◆	Electrical and Lighting		◆
Drainage		◆	Landscaping		◆
Curbs and Sidewalks*	◆	◆	Demolition*	◆	◆

*Depending on size and scope

SUBCONTRACTOR SELECTION PLAN

Cactus will consider using qualified subcontractors for all specialty trades needed for each project. Selection will not be made by the lowest price alone but through a combination of price and performance factors. To ensure the best mixture of price, productivity, and quality from our subcontracting team, Cactus will consider the five performance factors listed below when selecting subcontractors:

- Work performance and experience
- Partnering ability
- Cost control and pricing
- Safety program compliance
- Overall quality of work

Cactus will give a point value to each of the five factors listed (0-5 points) and will determine the subcontractor to be selected based on the total score.

We believe implementing these five factors into the subcontractor selection process allows for a fair and precise evaluation of each respondent. Cactus can then choose the most qualified subcontractors based on the needs of individual job orders.

Cactus will implement this subcontractor selection plan in the beginning stages of the job order to determine which subcontractors will be qualified to provide further pricing when needed.

This subcontractor selection plan benefits the City and Cactus for this JOC because it ensures that a predetermined, qualified team is assembled to construct all job orders and is done in cooperation with the City.

LOCAL SUBCONTRACTORS

Depending on the size and scope of work on this JOC, Cactus will utilize subcontractors for select scopes of work. Cactus has favorable relationships with regional and local subcontractors knowledgeable about the conditions and requirements of working in the City of Prescott. We have successfully partnered with local subcontractors on previous projects and will continue to do so for projects assigned through this JOC.

COMPARABLE PROJECTS

1 CITY OF PRESCOTT FY20 PAVEMENT PRESERVATION

65% SELF-PERFORMED

COMPLETED AS A HARD BID

Description This \$5M project included six neighborhoods throughout the City of Prescott and originally called for the use of a proprietary subgrade system developed by the City. Following this specification, Cactus pulverized the existing asphalt and mixed it into the base before applying the proprietary soil stabilization.

After work had been completed on the first neighborhood, Cactus discovered that the chip seal application was not properly adhering to the specified proprietary soil stabilization base. The City stopped work on the project and partnered with Cactus to develop a cost-effective solution, ultimately settling on a standard base treatment followed by an overlay surface treatment. Cactus also partnered with the City and a public relations firm for notifications regarding traffic changes and access throughout construction.

Role General Contractor **Value** \$5,266,231 **Construction Dates** 6/22/2020 - 10/16/2020

Owner Reference City of Prescott / Steve Guizzo (928) 777-1272



2 CITY OF PRESCOTT FY22 PAVEMENT PRESERVATION

95% SELF-PERFORMED

COMPLETED AS A HARD BID

Description This project was procured through a competitive public, hard bid. Work included asphalt patching, Polymer Modified Asphalt Rubber (PMAR) chip seal, and PMM fog seal throughout various streets in Prescott. Additional scopes included striping and parking bumper replacement. The project was completed on time, under budget, and without any complications or interruptions to the public.

Role General Contractor **Value** \$899,534 **Construction Dates** 4/1/2022 - 5/31/2022

Owner Reference City of Prescott / Steve Guizzo (928) 777-1272



3 CITY OF PRESCOTT SR 89 PMAR CHIP SEAL

95% SELF-PERFORMED

COMPLETED UNDER PINAL COUNTY JOC

Description This project included PMAR chip seal and PMM fog seal along SR89 from Willow Lake Road to Boulder Creek Lane in Prescott. We were procured utilizing cooperative purchasing through our Pinal County JOC. Other work included traffic control, striping, and survey.

Role General Contractor **Value** \$353,586 **Construction Dates** 6/1/2019 - 6/15/2019

Owner Reference City of Prescott / Steve Guizzo (928) 777-1272



4 BROADWAY ROAD WIDENING

70% SELF-PERFORMED

COMPLETED UNDER MCDOT ROADWAY JOC

Description Completed under a cooperative JOC agreement with an adjacent municipality, the Broadway Road overlay project included crack sealing, patching, and milling over one mile of Broadway Road in the Town of Clarkdale, extending on Broadway Road from 200 ft. west of Hollow Reed Lane to 1,500 ft. east of Palisades Drive. Original plan sets for this \$1M project created by a design engineering firm were later discovered to be far beyond the Town's budget, so Cactus partnered with the Town to develop cost-effective alternatives. As a result, Cactus tied the Broadway Road Overlay into a pavement repair already underway on nearby local and collector streets, continuing the application of fractured aggregate surface treatment (FAST) chip seal and fog seal placed as the final surface treatment. Cactus also constructed a total of two miles of curb and gutter plus drainage before paving. The project also widened the road to include bike lanes in both directions and a five-foot-wide asphaltic concrete sidewalk on one side of the road. The two-inch deep sidewalk totaled 545 tons of asphaltic concrete. Earthwork included 2,100 CY of embankment construction and 3,320 SY of subgrade preparation.

Role General Contractor **Value** \$1,019,201 **Construction Dates** 5/3/2020 - 6/25/2020

Owner Reference Town of Clarkdale / David Brinkley (928) 239-0445



◆ Earthwork ◆ Paving ◆ Curb & Gutter

5 COTTONWOOD - 2022 PAVEMENT PRESERVATION

90% SELF-PERFORMED

COMPLETED UNDER 1GPA JOC

Description Cottonwood procured this project through cooperative purchasing utilizing one of Cactus' JOCs. This process helped expedite the project from conception to completion in four months. Our team performed various road upgrades for neighborhoods throughout Cottonwood. Work included crack seal, fog seal, PMAR chip sealing, traffic control, edge milling, and striping.

Role General Contractor **Value** \$697,555 **Construction Dates** 5/30/2020 - 6/17/2020

Owner Reference Town of Cottonwood / Martin Smith (928) 340-2773



◆ Fog Seal ◆ Chip Seal ◆ Crack Seal

CASE STUDY | CITY OF COTTONWOOD FRACTURED AGGREGATE SURFACE TREATMENT (FAST) PROJECT

The City of Cottonwood reached out to Cactus after they had completed a previous road resurfacing project on 12th Street had become slick and was causing accidents. Cactus presented several materials and treatment options, and the City ultimately chose a high-volume FAST chip seal solution. Since they were satisfied with the results, they released a significant hard bid solicitation for similar pavement preservation work for residential areas connecting Main Street. Cactus was awarded and self-performed this \$300,000 2020 pavement preservation project. With no crack sealing needed, our team applied the binder and aggregate before sweeping the excess to prepare for the final layer of fog seal treatment, completing the 46,755 SY project in two days. Additionally the project was completed \$13,000 under budget.



PROJECTS CURRENTLY UNDER CONTRACT WITH OTHER GOVERNMENT AGENCIES

Project/Contract Name	Year	Cost	Description	Grading	Paving	Patching	Rehabilitation	Drainage	Curbs & Sidewalks	Excavating	Striping	Concrete Work	Sign Placement	Landscaping
Current JOC Contracts														
A City of Tempe JOC Services for Paving and Resurfacing of Streets and Facilities	2019	\$10k-1.5M	Citywide JOC for paving and pavement preservation	◆	◆	◆	◆		◆	◆	◆	◆	◆	◆
B JOC for the Flood Control District of Maricopa County	2018	\$500-900k	Paving and grading JOC	◆	◆		◆	◆	◆	◆	◆	◆		◆
C City of Sedona Street Maintenance Projects JOC	2021	\$300k-1.2M	Citywide JOC	◆	◆	◆	◆		◆		◆	◆	◆	
D City of Phoenix Street Transportation Department Fractured Aggregate Surface Treatment (FAST) Program	2017	\$900k-2.2M	Citywide JOC for chip seal and related activities (renewed in 2022)			◆	◆		◆			◆		
E City of Phoenix Water Services Department Concrete and Asphalt Restoration JOC	2020	\$1-2M	Emergency/non-emergency asphalt and concrete repairs		◆	◆	◆		◆			◆		
F MCDOT Roadway Construction Stabilization, Paving, and Traffic Calming Services	2017	\$50k-1M	Multiple-scope JOC	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
G MCDOT Guardrail Installation and Maintenance Services	2021	\$75-150k	Guardrail repair and maintenance JOC										◆	
H Pinal County Asphalt Maintenance and Repair Services JOC	2018	\$150-950k	Multiple-scope JOC		◆	◆	◆		◆		◆	◆		
I Mohave County Pavement Surface Treatment JOC	2016	\$500-950k	Chip and fog seal JOC				◆							
J 1GPAA Asphalt Products and Services	2017	\$25-450k	Multiple-scope cooperative language JOC	◆	◆	◆	◆		◆	◆	◆	◆	◆	
K Casa Grande Pavement Preservation Program	2019	\$1-1.5M	Chip and fog seal JOC				◆							
Current Government Agency Projects*														
MCDOT MC2302 Crack Seal	2023	\$1.054M	Crack sealing and mastic sealing the County				◆							
ADOT Loop 202 San Tan Frontage Road Mill and Fill	2023	\$550k	Milling, adjustments, paving along frontage roads		◆							◆		
ADOT SR 67 Chip Seal	2023	\$4.5M	TR+ chip seal, fog seal and striping				◆				◆			
City of Phoenix FAST JOA 1	2023	\$1.2M	Crack seal, patching, chip seal, fog seal, and adjustments			◆	◆					◆		
Town of Queen Creek Arterial Winter Crack Seal	2023	\$450k	Crack sealing along major arterials				◆							
ADOT 83rd/91st Over Pass Mill and Fill	2023	\$550k	Milling, adjustments, and paving		◆							◆		
ADOT US 160 TR+ Chip Seal	2023	\$1.5M	TR+ chip seal, fog seal and striping				◆				◆			
City of Glendale Concrete and Asphalt Services	2023	\$400k	Emergency/non-emergency asphalt and concrete repairs			◆	◆		◆			◆		

*This list has been truncated due to the amount of projects Cactus currently has under contract. A complete list can be provided upon request.

JOC EXPERTS

Cactus' experience with JOCs throughout the years has guided us to develop processes specifically tailored to the JOC delivery method. Our process is described below and shown in the graphic at the bottom of this page.

We have evolved a specific step-by-step criteria, beginning when Cactus receives the formal job order request from the City. Cactus reviews the request, and a comprehensive estimate is prepared, including the entire scope of work. Each work item is estimated according to the agreed-upon price list developed as part of the original RFQ. The estimate is then submitted to the City for approval. Once an Notice to Proceed (NTP) is received, Cactus will set up the job order in our system and assign a project number. From this point, the job order will move to the scheduling phase. Once scheduling is complete, Cactus will notify the City when we intend to begin the project. Public notifications will be issued when the City approves the start date, and message boards will be strategically placed throughout the project limits. A daily production schedule is also developed, so all stakeholders know how the project is expected to proceed and the

sequence concerning items of work. When considering this process with the City, Project Manager Chris Balke will update the Smart Sheet concerning the progress of each job order weekly or as needed.

Cactus uses the following software programs to manage and construct our JOCs. These systems have successfully performed job orders under numerous JOCs, for various municipal agencies. These systems include:

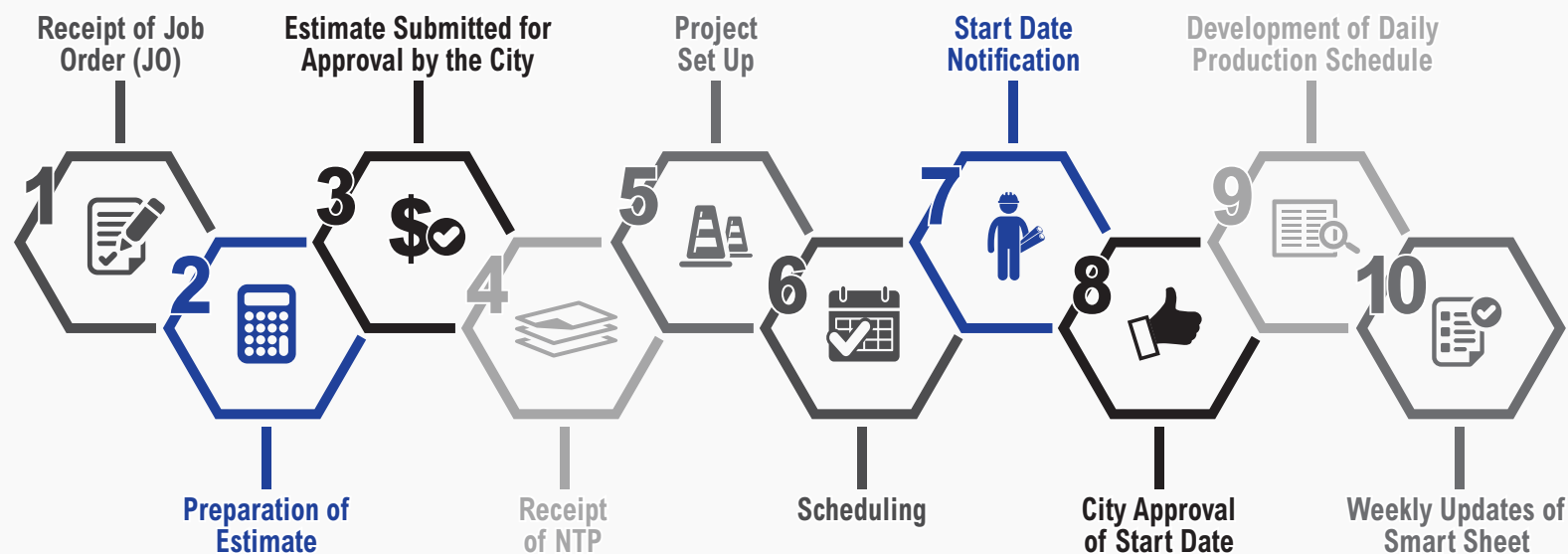
Project Estimating. Cactus utilizes Bid2Win software for generating accurate cost estimates concerning each phase and scope of work for each City job order.

Planning and Scheduling. Microsoft Project Software is used for generating a critical path method schedule.

Project Engineering. AGTEK and PLANSWIFT Softwares are used for digitizing plans, calculating area, quantities, and volumes.

Project Management. Timberline and Build2Win softwares are used for tracking construction progress and job order costs.

JOC | PROCESS



KEY PERSONNEL

The proposed JOC team for this contract has worked together successfully on multiple projects and contracts. They continuously refine their skills and experience and are considered experts in various areas required for a successful JOC. Brief resumes are shown below; full resumes are in the [Appendix](#).



JEFF SMITH, JOC PROGRAM MANAGER

47 Years Industry / 10 Years with Cactus

Jeff has been an industry professional for over 47 years, specializing in pavement preservation system applications and construction management. He has spent much of his career managing asphalt rubber technology products and systems throughout the Western United States and has consulted worldwide. Jeff was instrumental in testing and developing the polymer modified asphalt rubber, rubberized asphalt binder (RAB), and scrub seal binders currently specified in multiple cities and counties. He was instrumental in partnering with ADOT to write their new chip seal specification.

COMPARABLE PROJECTS

- Prescott - FY20 Pavement Preservation - JOC Program Manager
- Prescott - FY22 Pavement Preservation - JOC Program Manager
- Prescott - SR 89 PMAR Chip Seal - JOC Program Manager
- Clarkdale - Broadway Road Widening - JOC Program Manager
- Cottonwood - 2022 Pavement Preservation - JOC Program Manager



CHRIS BALKE, PROJECT MANAGER

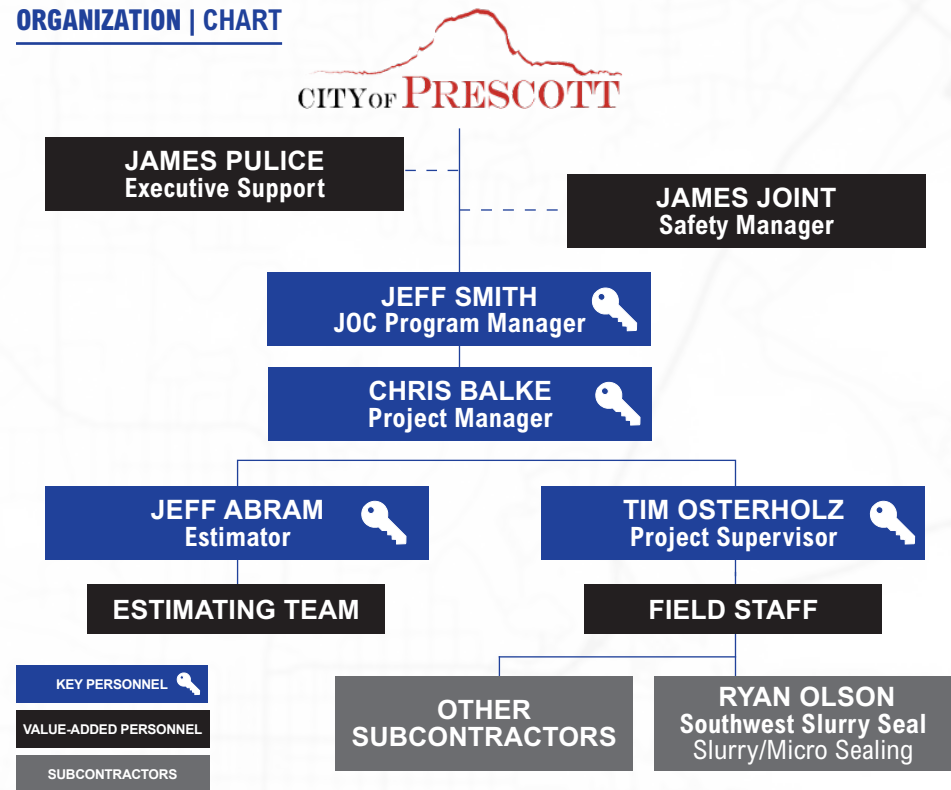
19 Years Industry / 6 Years with Cactus

Chris has over 19 years of experience in the construction industry, including 12 years of engineering inspections for public works. He currently manages projects in the JOC and public sector and has experience in project management, project planning and scheduling, contract compliance, and subcontractor management.

COMPARABLE PROJECTS

- Prescott - FY20 Pavement Preservation - Project Manager
- Prescott - FY22 Pavement Preservation - Project Manager
- Prescott - SR 89 PMAR Chip Seal - Project Manager
- Clarkdale - Broadway Road Widening - Project Manager
- Cottonwood - 2022 Pavement Preservation - Project Manager

ORGANIZATION | CHART



RYAN OLSON | SOUTHWEST SLURRY SEAL

Southwest will be Cactus' selected subcontractor for slurry and micro sealing services for this JOC. Ryan Olson will be the point of contact for Southwest and has overseen the application of 30,706,299 SY of slurry and/or micro sealing throughout Arizona in 2022. Ryan was recently involved in two notable regional projects, including a \$1.5M project in Prescott and a \$1.3M project for the Town of Prescott Valley. Ryan will assist the Cactus team with slurry and micro sealing.

**JEFF ABRAM, JOC ESTIMATOR**

19 Years Industry / 8 Years with Cactus

Jeff has served as lead estimator for Cactus over the past eight years. He is well-versed in regional standards and specifications in relation to pavement preservation and construction. Jeff maintains a high-level view of costs and quickly provides viable estimates to ensure construction begins in a timely fashion, managing resources best suited to each job.

COMPARABLE PROJECTS

- Prescott - FY20 Pavement Preservation - Estimator
- Prescott - FY22 Pavement Preservation - Estimator
- Prescott - SR 89 PMAR Chip Seal - Estimator
- Clarkdale - Broadway Road Widening - Estimator
- Cottonwood - 2022 Pavement Preservation - Estimator

**TIM OSTERHOLZ, PROJECT SUPERVISOR**

16 Years Industry / 4 Years with Cactus

Tim has extensive experience as a project supervisor for asphalt preservation. He is knowledgeable in all pavement preservation aspects and general construction practices. He began his career as a crack seal superintendent and has transitioned into a JOC project supervisor, assisting with subcontractor management and various field operations.

COMPARABLE PROJECTS

- Prescott - FY22 Pavement Preservation - Superintendent
- Prescott - SR 89 PMAR Chip Seal - Superintendent
- Clarkdale - Broadway Road Widening - Superintendent
- Cottonwood - 2022 Pavement Preservation - Superintendent

OUR TEAM'S COMMITMENT TO QUALITY AND SAFETY**Quality Control**

Cactus has the capacity to rapidly respond to multiple job order requests throughout the term of a JOC contract while maintaining a consistent high level of work quality. Jeff Smith leads the Quality Management Program (QMP) for the JOC Division.

The QMP is part of Cactus Asphalt's Project Controls approach and provides the processes and procedures for managing resource levels, identifying testing and inspection hold points, documentation protocol, immediately addressing and resolving any potential notices of non-compliance, and final restoration of repaired asphalt and concrete pavements.

The QMP has four distinct elements: training and implementation of best practices from past JOC experiences; oversight and evaluation of ongoing work; trend analysis to identify opportunities to improve on delivered quality; and a rapid movement to corrective action for potential non-compliance items.

Construction Safety

For this JOC, Jeff Smith will coordinate with the Safety Manager James Joint and Cactus' traffic control manager to plan, monitor, and continuously improve our safety approaches for in-house crews and subcontractors executing the work. With over 675,000 hours worked within live traffic sites in 2022 alone, our Experience Modification Rate (EMR) of 0.91 demonstrates our ability to deliver work assignments safely, reduce risk to the City, and reduce our overall overhead costs compared to the other competitors in the local market. Success in keeping the public and workers safe results from our focus on training personnel in best practices for work in live traffic. Our on-site Safety Assurance Process includes daily briefings where site-specific safety risks are reiterated, and the importance of situational awareness is stressed.

The Salt River Pima-Maricopa Indian Community has worked with Cactus Asphalt under a JOC contract since 2010. We have been pleased over the years with their service, workmanship, and honest advice. I highly recommend them to any other agency looking for a good, well-rounded JOC contractor."

JENNIFER JACK, PE

Roads Section Manager

Salt River Pima-Maricopa Indian Community

C. VALUE ADDED KNOWLEDGE AND EXPERIENCE

QUALIFICATIONS AND FAMILIARITY TO PERFORM THE REQUIRED SERVICES IN THE PRESCOTT AREA

Over the last ten years, Cactus has completed multiple projects for the City of Prescott, Yavapai County, and ADOT in this region of Arizona. Cactus is familiar with local community needs within the City of Prescott, along with local standards, codes, and historical challenges.

Contractors Knowledge With:	Experience
Community Needs	The needs of the Prescott community have evolved over the years due to population increase, the housing boom, new business development, and infrastructure. We have experienced and witnessed this growth firsthand due to our longevity of work in the Prescott area. We have partnered on numerous pavement preservation and construction projects focusing on this evolution and know how to adjust to meet current demands.
Local Standards and Codes	Local standards and codes have also evolved to support the region's growth. Cactus has been instrumental in introducing improved pavement preservation applications and procedures that have become part of new standard specifications currently considered as part of this JOC.
Historical Challenges	In 1990 the City of Prescott began its "Assured Roads Program." This was a comprehensive concept to address the poor pavement condition city-wide and the search for specialized materials that would perform in the Prescott climate. The factors for consideration were initial cost compared to alternatives, long-term effectiveness, cost-to-benefit, and political acceptance. Prescott's initial pavement condition Surface Destruct Index (SDI) at the time was measured at 6.8. During this 10-year program, the SDI increased to 7.56. A significant rise in overall pavement condition, which was a result of the use of specific materials then, that the City has continued to utilize today.
Site Conditions, Local Geology, and Climate	Prescott can be a challenging area to work in due to the amount of freeze/thaw cycles each year, monsoons, and local topography. These variables must be considered regarding materials, procedural decisions, inspection, public notification, traffic control, and safety. Cactus has developed a strategic plan to evaluate each variable and present options that will benefit the City and its citizens.
Practices, Regulations, and Procedures	Practices, regulations, and procedures are all critical aspects of a successful partnering effort with any JOC. Cactus is familiar with the City of Prescott's specific regulations that guide procedure and practice requirements. Our construction services with the City will begin with open communication and solution-based approaches to accomplish the City's goals. Maintaining this relationship from the inception to the completion of each job order is critically essential.

LEADER IN | IMPROVED BINDER MATERIALS

Cactus has been and continues to be a leader in the development of improved binder materials that are utilized on a routine basis by numerous agencies statewide. Part of this development results from data generated by agencies like the City of Prescott, which has confirmed the long-term performance of these materials and procedures in this region, especially when we consider the variables that are factors; pavement condition, climate, and topography.



Applying PMAR Binder for the City of Prescott SR 89 PMAR Chip Seal

SPECIFIC EXPERIENCE OF THE CONTRACTOR WITHIN ARIZONA

Cactus has completed numerous projects throughout the state of Arizona. We have developed strategic relationships with materials suppliers statewide and equally important relationships with local contractors that we can utilize in subcontractor roles as needed. When considering our relationships with our industry partners and agencies, we have developed a strong pattern of success. The following table shows our summarized experience throughout Arizona for the past four years.

Year	Total \$	Paving / Grading / Milling	Chip Seal / Fog Seal	Crack Seal / Seal Coat / Striping	Slurry Seal / Micro Seal
2022	\$117,742,716	\$50,240,107	\$46,627,887	\$13,626,957	\$7,247,765
2021	\$87,706,454	\$39,473,555	\$34,170,574	\$13,966,249	\$96,076
2020	\$77,787,037	\$25,779,020	\$32,801,123	\$19,206,894	-
2019	\$58,223,688	\$21,623,414	\$24,338,744	\$12,261,530	-

SPECIFIC EXPERIENCE OF THE CONTRACTOR WITH THE CITY OF PRESCOTT

Cactus has had the privilege of working with the City of Prescott on many projects over the past ten years. These projects have ranged in scope from complete reconstruction and rework of base materials to various pavement preservation projects. We have introduced new and innovative concepts to the City, focusing on cost-effective and long-lasting alternatives, which have been specified and utilized successfully. We are proud to have this relationship and look forward to ongoing success. The following table presents our recent experience in the City of Prescott.

Year	Total \$	General Contractor		Subcontractor	
		\$ as GC	Scopes	\$ as Sub	Scopes
2022	\$995,272	\$899,534	Chip Seal / Patching / Striping / Seal Coat	\$95,738	Seal Coat
2021	\$485,461	\$459,226	Crack Seal / Paving / Patching / Striping / Seal Coat	\$26,235	Seal Coat
2020	\$5,213,038	\$5,213,038	Pulverizing / Grading / Paving / Milling	-	-
2019	\$353,568	\$353,568	Chip Seal / Patching / Striping / Seal Coat	-	-

PRESCOTT/YAVAPAI COUNTY/ADOT/AZAGC | JOINT COOPERATIVE COMMITTEE

James Pulice and Jeff Smith have been long-standing members of this Cooperative Committee, active in the region for many years. It is sponsored by the Arizona AGC and ADOT, including all municipalities (cities and counties), contractors, and industry suppliers. This group is specifically interested in and concerned with short-term and long-term planning in the Prescott area. The committee meets quarterly to communicate concerning construction activities, discuss innovative materials and improvements in construction procedures, and partner to accomplish specific tasks. As a member of this group, Cactus has strengthened its understanding of local issues and how to conduct business in the Prescott area.



APPENDIX



JEFF SMITH

JOC PROGRAM MANAGER

47 YEARS OF EXPERIENCE

10 YEARS WITH CACTUS

EDUCATION/CERTIFICATION

Member, AZAGC Pavement Preservation Committee

Board of Directors, AACE

Member, ASU Materials Conference Committee

Prescott/Yavapai County/ADOT/AZAGC Joint Cooperative Committee

OSHA 10

OSHA 30

BIOGRAPHY

Jeff brings 47 years of experience in the management and construction of pavement preservation as civil infrastructure projects utilizing both traditional Design-Bid-Build and Job Order Contract delivery methods. As JOC Program Manager, Jeff has successfully delivered multiple types of DOT, County, and municipal roadway and civil improvements projects across the Western U.S. He has an outstanding connection with the local subcontractor market and has a proven record of managing complex field teams to achieve quality work under tight timelines and challenging conditions. As an excellent communicator, Jeff has the ability to interface easily with City inspection staff; engineering, quality control, and public information subconsultants; and business and residential stakeholders in the communities in which we work. As a pavement specialist, Jeff has played a critical role in developing means and methods for pavement restoration and preservation. His expertise in materials and techniques relevant to this JOC is evidenced by his previous position as Chairman of the Arizona AGC Pavement Preservation Committee, current position on the Board of Directors of Arizona Association of County Engineers (AACE), and participation on the ASU Materials Conference committee.

RELEVANT EXPERIENCE

PAVEMENT PRESERVATION & REHABILITATION CITY OF SEDONA | \$1-1.5M

- Spring 2020 | 2020 | \$1.459M
- Spring 2021 | 2021 | \$179k
- Spring 2022 | 2022 | \$431k

STREET TRANSPORTATION DEPARTMENT FRACTURED AGGREGATE SURFACE TREATMENT (FAST) PROGRAM | CITY OF PHOENIX | \$900K-2.2M

- JOA 1 | 2018 | \$853k
- JOA 2 | 2019 | \$975k
- JOA 3 | 2020 | \$1.074M
- JOA 4 | 2021 | \$1.326M
- JOA 5 | 2022 | \$1.397M

ASPHALT MAINTENANCE AND REPAIR SERVICES JOC | PINAL COUNTY | \$150-950K

- Winter 2018-2019 Crack Seal | 2018 | \$338k
- Fall 2019 Fog Seal | 2019 | \$87k
- Summer 2019 Chip Seal | 2019 | \$191k
- Fall 2019 Chip Seal | 2019 | \$451k
- Spring 2020 Chip Seal | 2020 | \$232k
- Fall 2020 Chip Seal | 2020 | \$599k
- Spring 2021 Chip Seal | 2021 | \$507k
- Summer 2021 Fog Seal | 2021 | \$59k
- Summer 2021 Chip Seal | 2021 | \$499k
- FY 21-22 Slurry | 2022 | \$57k
- Spring 2022 Chip Seal | 2022 | \$675k

**19 YEARS OF EXPERIENCE****6 YEARS WITH CACTUS****EDUCATION/CERTIFICATION**

Criminal Science Studies,
Glendale Community College

Criminal Science Studies,
University of Maryland

AHTSSA Traffic Control
Supervisor

First Aid Certified

Maricopa County Dust Card

SRPMIC Cultural Sensitivity

CHRIS BALKE

PROJECT MANAGER

BIOGRAPHY

Chris has over 19 years of experience in the construction industry, including 17 years of engineering inspections in public works. He manages projects in the paving, grading, crack seal, and seal coat divisions. His project management experience includes project planning and scheduling, timeline management, quality control, safety compliance, vendor and subcontractor management, customer coordination, and job costing. He will support the team by running daily meetings with Jeff Smith, and complete look-ahead schedules, procurement, and subcontractor management.

RELEVANT EXPERIENCE**PAVEMENT PRESERVATION & REHABILITATION
CITY OF SEDONA | \$1-1.5M**

- **Spring 2020** | 2020 | \$1.459M
- **Spring 2021** | 2021 | \$179k
- **Spring 2022** | 2022 | \$431k

**ASPHALT MAINTENANCE AND REPAIR SERVICES
JOC | PINAL COUNTY | \$150-950K**

- **Winter 2018-2019 Crack Seal** | 2018 | \$338k
- **Fall 2019 Fog Seal** | 2019 | \$87k
- **Summer 2019 Chip Seal** | 2019 | \$191k
- **Fall 2019 Chip Seal** | 2019 | \$451k
- **Spring 2020 Chip Seal** | 2020 | \$232k
- **Fall 2020 Chip Seal** | 2020 | \$599k
- **Spring 2021 Chip Seal** | 2021 | \$507k
- **Summer 2021 Fog Seal** | 2021 | \$59k
- **Summer 2021 Chip Seal** | 2021 | \$499k
- **FY 21-22 Slurry** | 2022 | \$57k
- **Spring 2022 Chip Seal** | 2022 | \$675k

**MCDOT GUARDRAIL INSTALLATION AND
MAINTENANCE SERVICES | \$75-150K**

- **Tuthill Rd Guardrail Maintenance** | 2021 | \$105k
- **McDowell Mtn Guardrail Repairs** | 2022 | \$145k



JEFF ABRAM

JOC ESTIMATOR

19 YEARS OF EXPERIENCE

8 YEARS WITH CACTUS

EDUCATION/CERTIFICATIONS

Arizona State University,
B.S. in Construction
Management

OSHA 10

OSHA 30

16-Hour Erosion Control
Coordinator

National Safety Council
Flagger Training

Maricopa County Dust
Coordinator

BIOGRAPHY

Jeff's experience includes pavement preservation and rehabilitation focuses. Over his career, he has served in roles such as estimating, project supervision, as well as accounting, finance, management, and logistics. Jeff has served as senior estimator on projects including asphalt paving, chip seal, seal coat, crack seal, milling, PCCP paving, bridge construction, pipe and box culvert installation, ADA, and other civil infrastructure improvements. He has successfully priced and participated in projects ranging from several thousand to several million. In his role as JOC estimator, Jeff Abram has worked with Jeff Smith on multiple JOC contracts and Job Orders.

RELEVANT EXPERIENCE

STREET TRANSPORTATION DEPARTMENT FAST PROGRAM | CITY OF PHOENIX | \$900K-2.2M

- JOA 1 | 2018 | \$853k
- JOA 2 | 2019 | \$975k
- JOA 3 | 2020 | \$1.074M
- JOA 4 | 2021 | \$1.326M
- JOA 5 | 2022 | \$1.397M

STREET MAINTENANCE PROJECTS JOC | CITY OF SEDONA | \$300K-1.2M

- JOA 1-21 | 2021 | \$612k
- JOA 2-21 | 2021 | \$344k
- JOA 1-22 | 2022 | \$55k
- JOA 2-22 | 2022 | \$349k
- JOA 3-22 | 2022 | \$149k
- JOA 4-22 | 2022 | \$354k
- JOA 1-23 | 2023 | \$1.102M

JOC SERVICES FOR PAVING AND RESURFACING OF STREETS AND FACILITIES | CITY OF TEMPE | \$10-1.5M

- 56th Street Rail Crossing Pavement Maintenance | 2020 | \$52k
- Rail Road Crossings (13th St & Alameda Dr) | 2019 | \$109k
- Hollis Park NBH Mill and Overlay | 2021 | 284k
- WUD Tempe Surface Repairs | 2020 | \$89k
- Neighborhood Traffic Calming - Lakeshore Drive | \$31k | 2020
- Bell De Mar Speed Cushions | 2022 | \$79K
- 19th St and Beck Asphalt and Concrete Repairs | 2022 | \$72k

- Minor Asphalt and Concrete Work Spring 2022 | 2022 | \$75k
- Library Transit Patching | 2022 | \$66k
- Baseline Road Micro Seal | 2023 | \$1.5M

ASPHALT MAINTENANCE AND REPAIR SERVICES JOC | PINAL COUNTY | \$150-950K

- Winter 2018-2019 Crack Seal | 2018 | \$338k
- Fall 2019 Fog Seal | 2019 | \$87k
- Summer 2019 Chip Seal | 2019 | \$191k
- Fall 2019 Chip Seal | 2019 | \$451k
- Spring 2020 Chip Seal | 2020 | \$232k
- Fall 2020 Chip Seal | 2020 | \$599k
- Spring 2021 Chip Seal | 2021 | \$507k
- Summer 2021 Fog Seal | 2021 | \$59k
- Summer 2021 Chip Seal | 2021 | \$499k
- FY 21-22 Slurry | 2022 | \$57k
- Spring 2022 Chip Seal | 2022 | \$675k

JOC FOR THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY | \$500-900K

- JOA 1 - Agua Fria River Crest Safety Improvement | 2020 | \$365k
- JOA 2 - White Tanks FRS No. 3 Outfall Channel West Access Road | 2021 | \$982k



TIM OSTERHOLZ

PROJECT SUPERVISOR

16 YEARS OF EXPERIENCE

4 YEARS WITH CACTUS

EDUCATION/CERTIFICATION

Southwest Tech College,
Business Management Degree

SWPPP Certified

OSHA 10

OSHA 30 (*in progress*)

BIOGRAPHY

Tim has over 16 years of experience in the paving industry. Tim is knowledgeable in all pavement preservation aspects and general construction practices. As project supervisor, he will work with the project team and select subcontractors on production, logistics, and other tasks associated with the overall project. For this contract, he will assist the team in proactively scheduling and building projects, supervise the site to focus on the construction efforts, and ensure project teams complete quality projects on time and budget.

RELEVANT EXPERIENCE

STREET MAINTENANCE PROJECTS JOC | CITY OF SEDONA | \$300K-1.2M

- JOA 1-21 | Summer 2021 | \$612k
- JOA 2-21 | Fall 2021 | \$344k
- JOA 1-22 | Spring 2022 | \$55k
- JOA 2-22 | Summer 2022 | \$349k
- JOA 3-22 | Fall 2022 | \$149k
- JOA 4-22 | Fall 2022 | \$354k
- JOA 1-23 | Spring 2023 | \$1.102M

STREET TRANSPORTATION DEPARTMENT FRACTURED AGGREGATE SURFACE TREATMENT (FAST) PROGRAM | CITY OF PHOENIX | \$900K-2.2M

- JOA 1 | 2018 | \$853k
- JOA 2 | 2019 | \$975k
- JOA 3 | 2020 | \$1.074M
- JOA 4 | 2021 | \$1.326M
- JOA 5 | 2022 | \$1.397M

PAVING AND RESURFACING OF STREETS AND FACILITIES | CITY OF TEMPE | \$10K-1.5M

- 56th Street Rail Crossing Pavement Maintenance | 2020 | \$52k
- Rail Road Crossings (13th Street and Alameda Drive) | 2019 | 109k
- Hollis Park NBH Mill and Overlay | 2021 | \$284k
- WUD Tempe Surface Repairs | 2020 | \$89k
- Neighborhood Traffic Calming - Lakeshore Drive | 2020 | \$31k
- Bell De Mar Speed Cushions | 2022 | \$79k
- 19th Street and Beck Asphalt and Concrete Repairs | 2022 | \$72k
- Minor Asphalt and Concrete Work Spring 2022 | 2022 | \$75k
- Library Transit Patching | 2022 | \$66k
- Baseline Road Micro Seal | 2023 | \$1.5M



(623) 907-2800



cactusasphalt.com



8211 West Sherman St.
Tolleson, Arizona 85353



Request for Statement of Qualifications

For

Job Order Contracting for Public Works / Horizontal Construction Projects

MAYOR AND COUNCIL:

Phil Goode, Mayor
Connie Cantelme, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member
Steve Sischka, Council Member
Clark Tenney, Council Member

CITY CLERK:

Sarah M. Siep

PUBLIC WORKS DEPUTY DIRECTOR:

Gwen Rowitsch

Request for Statement of Qualifications

Job Order Contracting for Public Works / Horizontal Construction Projects

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons or contractors to provide a Request for Statement of Qualification (RSOQ) for Job Order Contracting on Horizontal Construction Projects. Only contractors capable of providing the requested services will receive consideration.

NON-MANDATORY PRE-SUBMITTAL CONFERENCE: February 15, 2023, at 9:00am, City of Prescott Public Works Conference Room at 433 N Virginia Street, Prescott AZ 86301. There will be an optional online Microsoft Teams meeting, please refer to the city website bid listing for further information.

BID OPENING: Thursday, March 9, 2023, at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott, Arizona 86303.

In accordance with local and State law, sealed RSOQs will be received by the Office of the City Clerk at 201 S. Cortez Street, Prescott, Arizona 86303, until 2:00pm on the date specified above, for the services specified herein. Statements will be opened and read aloud at the above noted date, time, and location. Any submittals received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all submittals, and waive any informality deemed in the best interest of the City and to reject the submittals of any persons who have been delinquent or unfaithful in any contract with the City.

Copies of the Request for Statement of Qualifications and Contract Documents are available free of charge on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: February 5 & 12, 2023

Request for Statement of Qualifications

Job Order Contracting for Public Works / Horizontal Construction Projects

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I. GENERAL INFORMATION

The City of Prescott (hereinafter “City”) invites interested and qualified persons or contractors (hereinafter “Contractors”) to submit a written Request for Statement of Qualifications (RSOQ) for Job Order Contracting on Horizontal Construction Projects. Only contractors capable of providing the requested services will receive consideration.

Contracts shall be awarded based on demonstrated competence and qualifications pursuant to ARS § 34-604, MAG Uniform Standard Specification for Public Works, City of Prescott Mag Supplement rev 02-14-2019, Buy American Build America, WIFA and Grant requirements.

All contracts awarded will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1. The value of these contracts will vary based on projected City needs, and available budget. Contracts may be awarded to multiple Contractors, although selection and award of a contract is not a guarantee of work. There currently is no specific list of projects.

To be eligible for consideration, contractors must submit a single RSOQ demonstrating appropriate competence, qualifications, and relevant experience.

The City will apply a one-step process to select the successful contractors under this procurement. The one-step process will involve review and evaluation of the RSOQ to establish a final list. The final list will consist of not less than three (3), depending on submissions but no more than eight (8) of the highest ranked contractors. As project needs arise, contractors from this list may be contacted to determine interest and availability for specific tasks. The final list will remain in effect until June 30, 2025, pursuant to ARS § 34-605. G.1.

A. DESCRIPTION OF WORK

The City periodically has a need for horizontal construction projects as identified by Staff. Projects may include, but are not limited to, new construction, and building and infrastructure renovations for horizontal construction. "Horizontal Construction" means construction of highways, roads, streets, bridges, canals, floodways, earthen dams, landfills, light rail and airport runways, taxiways, and aprons.

Additional Horizontal Construction Examples:

Infrastructure & Transit – Roads and Bridges

Power & Communication – Transmission facilities, electrical lines, and fiberoptics

Subterranean- pipelines, sewer, and waterlines

A Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Contractor will perform an ongoing series of individual projects (Job Orders) at different locations, often simultaneously, throughout the City. A Scope of Work for each Job Order discipline may be provided by the City to a number of contractors to solicit competitive price proposals. The actual assignment of projects may vary, and no guarantee is made as to the quantity of work to be awarded.

The maximum amount per Job Order can be up to one million dollars (\$1,000,000.00) with an annual cap (City of Prescott Fiscal Year July 1 – June 30) per Contractor of three million dollars (\$3,000,000.00).

Contractor agrees to perform any or all (but not limited to) the following services which will be specifically enumerated on individual JOC Construction Contracts and amendments to this contract:

- Roadway Grading, Paving, Patching, Rehabilitation and Rejuvenation
- Water, Sewer, and Drainage
- Curbs and Sidewalks
- Excavating
- Repairs
- Striping
- Concrete work
- Sign placement
- Electrical & Lighting
- Landscaping
- Demolition

Construction services covered by the JOC will include, but are not limited to the following:

- Provide preconstruction services.
- Serve as the general contractor during construction.
- Coordinate and manage subcontractors during construction.
- Coordinate with all utilities.
- Attend public meetings and issue notifications (when required).
- Arrange for procurement of materials and equipment.
- Schedule and manage site operations.
- Continue use of a collaborative process.
- Provide quality controls.
- Bond and insure the construction.
- Comply with all federal, state, and local permitting requirements.
- Acquire all applicable permits.
- Maintain a safe work site for all project participants.
- Commissioning.
- Prepare and provide record drawings (when required).
- Provide operations and maintenance manuals (when required).

All work performed by the contractor shall meet all applicable federal, state, and local codes and the Contractor shall be required to obtain all required permits and inspections.

For all of City's projects, the following order of precedence shall govern:

- Special Provisions.
- Construction Plans and Addenda.
- General Provisions and MAG Revisions.
- MAG Standards and Specifications.
- ADOT Standards and Specifications.
- FHWA Manual of Uniform Traffic Control Devices.

The Contractor may be required to attend a scoping meeting for each project and be prepared to discuss the following topics:

- The general scope of the work.
- Applicable designs or sets of plans that guide the project.

- Methods and alternatives for accomplishing the work and value engineering.
- Access to the site and protocol for admission / access.
- Hours of construction operation.
- Staging area.
- Specific quality requirements for equipment and material.
- Requirements for catalog cuts, technical data, samples, shop drawings and incidental design.
- The presence of hazardous materials.
- Temporary services and shutoffs.
- Safety issues / concerns and procedures.
- Construction duration.
- Date on which price proposal is due.
- Provide Subcontractors List.

When a particular project is offered to the contractor, the contractor shall provide a written price proposal for a specific scope of work including a complete list of quantities and prices of parts and materials to be utilized, total labor cost to be broken down by trade, hours for each trade, hourly cost per trade, total dollar cost and Project Schedule and Subcontractor List. The project price proposal shall be all-inclusive with any cost overruns to be absorbed by the Contractor unless change orders are pre-approved by the City.

By executing a price proposal, the Contractor represents that the contractor has visited the project site(s) and become familiar with the construction documents and the local conditions under which the work is to be performed. The City does not undertake to represent or warrant the site or local conditions.

The City will require a subcontract list for each project and reserves the right to reject the contractor's selection of subcontractors on individual projects. Failure to include the subcontractor list in the price proposal submitted for each project shall be cause for rejection of the price proposal as non-responsive.

The City reserves the right to request Job Order proposals from more than one JOC contractor for competitive purposes. The City reserves the right to determine the pricing method on a project-by-project basis.

A separate amendment to the contract must be issued for each Job Order before the commencement of any work by the contractor. The amendment will reference the detailed Scope of Work and amount of compensation.

Payment and performance bonds are required for ALL projects for the full amount of the project. The City, at its sole discretion, may waive this requirement for small projects.

Within seventy-two (72) hours of the announcement of the project award, the contractor shall tender a performance and payment bond for the City to review. This bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this State as issued by the Director of Insurance pursuant to ARS § Title 20, Chapter 2, Article 1. The bond shall conform to the requirements of ARS § Title 20, Chapter 6, Article 8; shall name the City of Prescott, a political subdivision of the State

of Arizona, as the beneficiary/insured; if as a performance bond shall specifically assure the full and final completion of the scope of work entered into herein, and if as a payment bond shall be in an amount not less than the contract price for the full scope of work contracted for herein. The surety shall be a reputable company as determined by the City, and the bond shall otherwise be satisfactory in its scope and content as determined by the City in sole and absolute judgment.

In the event the contractor fails to provide to the City the certificate and proof of bond assurance within seventy-two (72) hours of the announcement of the project award then the City reserves the right to unilaterally rescind the contractor's award of this project.

In the event the contractor provides to the City the certificate and proof of bond assurance and the City determines that the certificate and/or assurance is inadequate in any regard, then the City reserves the right to unilaterally rescind the contractor's award of this project. The City's judgment as to the adequacy of the certificate and the assurance is absolute and final but must be exercised not later than the date and time when the City issues to the contractor the Notice to Proceed with the project. The City waives any objection to the City's adequacy determination if made after the Notice to Proceed is issued unless it is later determined by the City that the tender of proof required herein was made by the contractor, its agents, employees or persons acting on the contractor's behalf, in a manner that is fraudulent or in a manner that demonstrates a negligent misrepresentation of material facts, as determined by the City's sole and absolute judgment.

The contractor shall commence work on the date set forth in the Notice to Proceed. Time being of the essence to the project, the contractor shall therefore prosecute the work diligently, using such means and methods of construction to assure final completion within the time specified in the written price proposal.

The contractor shall supervise and direct the work, using the best skills and attention. They shall be solely responsible for all construction means, methods, techniques, sequences, procedures and for coordinating all portions of the work under the project.

The contractor shall keep on site, during the performance of all work, a competent superintendent who is fluent in English and any necessary assistants, all satisfactory to the City. The superintendent shall represent the contractor and have authority to act for the contractor. The contractor or qualified representative shall attend meetings with the City, at a frequency as determined by the City, for the purpose of coordinating or expediting the work.

B. PROPOSED SCHEDULE

Milestones are estimated to be as follows:

- Request for Statement of Qualifications Advertised February 5 & 12, 2023
- Non-Mandatory Pre-Submittal Conference February 15, 2023, 9:00am
- Questions Due by 5:00 PM March 2, 2023
- RSOQ Due Date/Opening March 9, 2023
- Award of Contract April 25, 2023

All milestones are the earliest dates for planning purposes only and shall not represent any contractual commitment whatsoever on the part of the City.

C. NON-MANDATORY PRE-BID MEETING

There will be a non-mandatory pre-bid meeting on Wednesday February 15, 2023, at 9:00am. Located at 433 N Virginia Street, Prescott AZ 86301. There will be an optional Microsoft Teams meeting with a call-in number. The link to this meeting will be on the City's website.

Microsoft Teams meeting You will need to pre-register.

Please go to the City's website to Pre-register

Meeting ID: 210 819 569 728

Passcode: WKC8mp

Or call in (audio only)

1-469-305-1028

Phone Conference ID: 527 397 979#

D. REQUESTS FOR INFORMATION

Contractors who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

LaTona Jones
Contract and Purchasing Administrator
City of Prescott – Public Works
latona.jones@prescott-az.gov

Requests for information must be received by the project representative prior to 5:00pm on Thursday, March 2, 2023. Responses, or addenda as required, will be issued no later than 12:00pm on Monday, March 6, 2023. Receipt of addenda must be acknowledged on the required form in the Contractor's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. REQUEST FOR STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Responses to this request must be in the form of a Request for Statement of Qualifications (RSOQ), as outlined in this document.

A. GENERAL REQUIREMENTS

Interested Contractors are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet a project's goals and objectives, and other criteria as listed. All information must be provided as requested for all Contractor members and their key personnel to be assigned to a project.

The RSOQ shall address the evaluation criteria and shall include the following:

- Cover letter indicating interest in providing services.
- Location of the Contractor.
- Statement of the Contractor's understanding of the purpose and scope.
- Description of specific technical capabilities, qualifications, and years of prior experience.

- Brief resume for key project team members outlining their credentials and experience.
- Description of at least three (3) but no more than five (5) municipal projects in which the Contractor participated as the primary Contractor. Describe the Contractor's role in the project and scope of work that demonstrates the Contractor's expertise. Provide the name and contact information for each project.
- List of applicable Arizona professional licenses held, including license numbers, and note whether licenses are held by Contractors or individuals.
- List and provide a brief description of projects currently under contract with other government agencies.

The City reserves the right to cancel this request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into one or more of the multiple contracts as specified if determined by the City to be in the City's best interests. The City assumes no liability for the cost of preparing a response to this request.

B. PROPRIETARY INFORMATION

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Contractors shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". Contractors shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Contractors should be aware that the City is required by law to make its records available for public inspection. All Contractors, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the Contractors in the event that the City must legally disclose these materials.

C. SUBMITTAL REQUIREMENTS

Statements shall be submitted as one original submittal along with a flash drive with same submittal which must conform to this request.

The RSOQ shall be limited to no more than ten (10) pages. Pages shall be letter size (8½ x 11 inches), single-sided, with a minimum font size of 12. Combinations of text and graphic material may be used at the Contractor's discretion to appropriately communicate facts and qualifications. Five (5) additional pages of appendices are allowed which may include graphs, charts, photos, or additional resumes.

The cover letter shall not exceed two (2) pages and is not a part of the page count limitation for the RSOQ above. The cover letter shall be on the company's letterhead and shall be signed by an officer or principal of the company with contracting authority.

Within the submittal package (preferably on the RSOQ cover or within the cover letter), provide all contact information including the Contractor's name, address(es), email address(es), website address, phone, and name(s) of principals. This information will be

utilized for all correspondence related to this request. Notification of the final list and assignment of contracts will be delivered to the contact information as provided in the RSOQ.

Do not include any fees, pricing, or additional copies of the RSOQ in the submittal. These materials will not be considered at this time and failure to comply with this provision will result in the rejection of the submittal.

D. DELIVERY OF SUBMITTALS

Sealed RSOQs will be received **before 2:00pm on Thursday, March 9, 2023**, at the **City Clerk's Office, 201 S. Cortez Street, Prescott, Arizona 86303**, at which time all submittals will be publicly opened in the City Council Chambers.

Any submittals received at or after 2:00pm on the above-stated date will be returned unopened. Contractors are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00pm deadline.

The outside of the submittal envelope shall indicate the name and address of the respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

**Request for Statement of Qualifications:
Job Order Contracting for Public Works Projects
Due before 2:00pm on March 9, 2023**

E. MINIMUM TEAM QUALIFICATIONS

Contractors shall possess the qualifications and Arizona licenses as required by law, in addition to having extensive knowledge, expertise and experience for the construction services. Selected Contractors will be required to execute and meet the terms of the City's standard Construction Contract, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council will also be required for award of a contract. A sample agreement is provided with this request.

III. EVALUATION CRITERIA

The RSOQ shall clearly and accurately display the capability, knowledge, and experience of the Contractor to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The RSOQs will be evaluated by a Review Committee appointed by the City according to the following criteria:

A. GENERAL INFORMATION10 points possible

- Brief overview of the Contractor and legal organization of the company
- Applicable licenses held.
- Submission requirements met.
- Identify the location of the Contractor's principal office and local office (if applicable).

B. EXPERIENCE AND QUALIFICATIONS OF THE CONTRACTOR AND KEY PERSONNEL50 points possible

A key element to successful partnerships is the availability and accessibility of selected Contractors to City staff and local citizens. Contractors must demonstrate that the necessary personnel are available within a reasonable time to attend meetings, conduct field investigations and complete other local services as may be required.

- Demonstrate understanding of the purpose and scope.
- Demonstrate years of experience, specific technical capabilities, and qualifications.
- List of comparable projects with work performed and reference information.
- Names and locations of the key personnel proposed for delivering services.

C. VALUE ADDED KNOWLEDGE AND EXPERIENCE30 points possible

The Contractors hired by the City must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.

- Explain why your company is particularly qualified to perform the required services in the Prescott area. Demonstrate the Contractor's knowledge of local geology, climate practices, rules, regulations, and procedures as they relate to the construction services.
- Specific experience of the Contractor within Arizona.
- Specific experience of the Contractor with the City of Prescott.

D. OVERALL EVALUATION10 points possible

This is to be determined by the Review Committee. No submittal response is required. Information obtained from the RSOQ and from any other relevant source, in addition to past experience with the City, may be used in the evaluation and scoring process for this item.

- Overall quality of the RSOQ evidencing interest in providing services.
- Overall evaluation of the Contractor and its perceived ability to provide the required services.

IV. EVALUATION AND SELECTION PROCESS

To qualify for evaluation, the RSOQ must be submitted on time and materially satisfy all requirements identified in this request. If, in the judgment of the City, an RSOQ does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

A. OVERVIEW

This is a qualifications-based selection process as authorized by A.R.S. § 34-604. The process will involve an evaluation and scoring of each Contractor's qualifications and

relevant experience, as indicated in its RSOQ. A Review Committee appointed by the City for this procurement, will individually evaluate the RSOQs according to the criteria and weighting as indicated for each category. Following evaluation of the RSOQs, a final list of the highest ranked Contractors will be determined.

B. FINAL RANKING AND CONTRACT NEGOTIATION

Using the individual Review Committee member's scores from the RSOQs, the committee shall rank the Contractors to generate a final list of at least three (3) but no more than eight (8) Contractors. The City will then notify each of the candidates of the final rankings.

Selected Contractors will be required to execute and meet the terms of the City's standard construction contract including insurance requirements (Exhibit A) in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract.

As project needs arise, multiple Contractors may be contacted to determine interest and availability for specific tasks. Upon successful negotiation of a scope and fee for work, the City will issue an authorization for performing the specified tasks.

C. TERM OF CONTRACT

Award of a contract is not a guarantee of work but is utilized to expedite the process of negotiating specific services as the needs arise. All contracts awarded will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1.

D. TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

E. COOPERATIVE USE OF CONTRACT

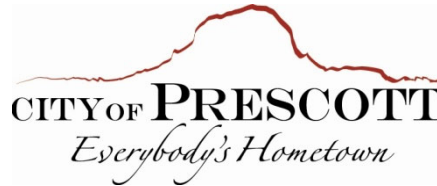
This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

F. PROTEST POLICY

Any protest to the solicitation or award must be filed with the City Clerk's Office by 4:00 PM up to ten (10) days after issuance of the final list. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful Contractors.

The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

- V. ATTACHMENTS**
 - A. SAMPLE CONSTRUCTION CONTRACT**
 - B. INSURANCE REQUIREMENTS**
 - C. FEDERAL GRANT PROVISIONS**
 - D. WIFA AND BABAA INFORMATION**
 - E. CITY OF PRESCOTT MAG SUPPLEMENT REVISION 02142019**



CONSTRUCTION CONTRACT
Job Order Contracting
Contract No. 2020-XXX

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the city of **, county of **, state of **, hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Job Order Contracting and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Request for Statement of Qualifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, and Addenda, as accepted by the Mayor and Council per Council Minutes of **, 20**, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The contract will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1. The value of these contracts will vary based on projected City needs, and available budget. The award of a contract is not a guarantee of work. There is no specific list of projects currently. The Contractor hereby agrees start and to fully complete within the time frame as given on the written notice to proceed for each project assigned.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract Documents and written amendments per project awarded to the contractor. The maximum cost per Job Order can be up to \$*** and the annual cap per contractor is \$***.

ARTICLE V - CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum per MAG per project awarded with the amendment, per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum per MAG per project awarded with the amendment per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees or any of the Contractor's subcontractors. In the event that the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XII - BONDS:

A. On or before the execution of the Job Order Amendment, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 34-222,

conditioned upon the faithful performance of this contract in accordance with the plans, specifications, and conditions herein. Such bond shall be solely for the protection of the City. A copy of this bond shall be filed with the Prescott City Clerk.

- B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.
- C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an “A” rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XIII – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIV – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XV - MISCELLANEOUS:

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.

- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. §34-301, §34-302 & §34-321 or pursuant to any other state or federal statute, court rule, case law or common law.
- D. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- E. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:
- | | |
|-------------------------|----|
| Public Works Director | ** |
| City of Prescott | ** |
| 433 N. Virginia Street | ** |
| Prescott, Arizona 86301 | ** |
- F. This Agreement shall be construed under the laws of the State of Arizona.
- G. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- H. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- I. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- J. Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any

such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.

- K. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".
- L. Cooperative Use of Contract: This contract may be extended for use by other municipalities, school districts, and government agencies in the state of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charge and/or procurement rules and regulations of the respective government agency.
- M. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- N. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.

ATTEST:

City of Prescott, a municipal corporation:

 ** (Authorized Signature)

 Philip R. Goode, Mayor

By: _____
 (Printed Name)

Title: _____

Email: _____

 Witness, if Contractor is an Individual

ATTEST:

APPROVED AS TO FORM:

 Sarah M. Siep, City Clerk

 Joseph D. Young, City Attorney

INSURANCE REQUIREMENTS

INSURANCE:

A. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under 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 this Contract 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. Contractor is free to purchase such additional insurance as may be determined necessary.

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott 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.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

VERIFICATION OF COVERAGE:

A. Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required 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 this Contract and remain in effect for the duration of the project and warranty period as set forth in Paragraph 3 of the “Contractor’s Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties”. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Public Works Department, 433 N Virginia Street, Prescott, AZ 86301. 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.

B. MAG Specifications, Sections 103.1 through 103.8, including: Unless otherwise specifically required by the Special Conditions, the minimum limits of public liability and property damage liability shall be as follows:

C. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form –

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

• General Aggregate	\$ 3,000,000
• Products – Completed Operations Aggregate	\$ 3,000,000
• Personal and Advertising Injury	\$ 1,000,000
• Each Occurrence	\$ 1,000,000
• Fire Legal Liability (Damage to Rented Premises) (if applicable)	\$ 100,000

The policy shall be endorsed to include the following additional insured language:

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization

endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 1,000,000
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The policy shall be endorsed to include the following additional insured language:

“The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

Worker’s Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s 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 City of Prescott for losses arising from work performed by or on behalf of the Contractor.

Professional Liability (Errors and Omissions Liability) – *if applicable*

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

1. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

- D. Such policy shall not exclude coverage for the following:
1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
 2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
 3. Injury to or destruction of any property arising out of blasting or explosion.
 4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.
- E. The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Contractor's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).
- F. The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

Federal Grant Provisions

The Contractor and its Subcontractor shall comply with the following grant provisions.

Applicable Laws

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

Federal Legislation

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42
- d. U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- g. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Coastal Zone Management Act, P.L. 93-205, as amended.
- j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- k. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- m. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- n. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq. 3-04-0015-045-2020
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 3-04-0015-045-2020
- i. 29 CFR Part 5 - Labor standards provision applicable to contracts covering Federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- j. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- k. 49 CFR Part 20 - New restrictions on lobbying.
- l. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- n. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- p. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- q. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- r. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American

Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

Ban on Texting While Driving

- a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - ii) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

Foreign Market Restrictions

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Non-Discrimination

The City of Flagstaff, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

- a) The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- b) Affirmative steps shall include:
 - i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
 - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises
 - v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Clean Air Act

Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

CONTRACT PACKET for Governmental Borrowers

This packet lists required contract conditions that apply to all Clean Water and Drinking Water Revolving Fund projects and contains forms that must be used in the procurement process. Please review this packet prior to bidding.

PLEASE NOTE

- **This packet, in its entirety, must be physically included in all bidding, solicitation and contract documents.**
- Use of American Iron and Steel (AIS) applies to this project.:
 - AIS includes the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- Federal Davis-Bacon prevailing wages apply to this project.
 - Payment of the wages, fringe benefits and overtime rates is required.
 - The appropriate Federal (Davis-Bacon) Prevailing Wage Decision must be physically incorporated into the bidding and contract documents.
 - The construction category of Heavy (excluding dam construction) should typically be applied to all projects funded by WIFA. If you believe that a different category of wages, such as Building, should be applied to your project or portions of your project, please contact WIFA in advance.
 - Weekly certified payroll submittal is required under the Federal Davis-Bacon laws.
- Compliance with the Civil Rights Act and Equal Employment Opportunity is required.
- Promotion of Small, Minority and Women-owned Businesses and participation in EPA's Disadvantaged Business Enterprise (DBE) Program is required.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Required Contract Conditions

This project is being financed in whole or in part by the Water Infrastructure Finance Authority of Arizona through the Clean Water or Drinking Water Revolving Fund. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply(ies) with these regulations, laws and rules.

1. (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.
2. Equal Employment Opportunity (Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations). Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of Executive Order 11246 as amended by Executive Orders 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.
3. (i) Promoting the use of Small, Minority, and Women-owned Businesses (Executive Orders 11625, 12138 and 12432), (ii) Small Businesses Reauthorization & Amendment Act of 1988 (Section 129 of Pub. L. 100-590), (iii) Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 (Pub. L. 102-389, 42 U.S.C. Sec. 437d), and (iv) Title X of the Clean Air Acts Amendments of 1990 (Pub. L. 101-549, 42 U.S.C. Sec. 7601 note) ("EPA's 10% statute"). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.
4. Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements (40 C.F.R. Part 33).
5. Debarment and Suspension (Executive Order 12549). Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 via this Internet address: <https://beta.SAM.gov>.

6. E-Verify (A.R.S. § 41-4401). A governmental entity shall not award a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). Every government entity shall (i) ensure that every government entity contractor and subcontractor complies with the federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A); (ii) require that every government entity contract include the required provisions listed under A.R.S. § 41-4401(A); and (iii) establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund
Use of American Iron and Steel

Public Law 113-76, enacted January 17, 2014

SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds (CWSRF and DWSRF) for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

Highlights from EPA Guidance on Use of American Iron and Steel

Complete document available at http://water.epa.gov/grants_funding/aisrequirement.cfm

What is considered American Iron and Steel?

What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

What is a ‘construction material’ for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

What is NOT considered American Iron and Steel?

What is NOT considered a ‘construction material’ for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are NOT considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Use of American Iron and Steel - De Minimis Waiver

Every water infrastructure project involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental.

Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc.

Example of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

EPA has established a public interest waiver for de minimis incidental components. This action permits the use of products when they occur in de minimis incidental components of such projects.

- Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into a project.
- The cost of an individual item may not exceed 1% of the total cost of the materials used in and incorporated into a project.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Davis-Bacon Contract Conditions (Federal Prevailing Wages)

PLEASE NOTE: Federal Davis-Bacon prevailing wages apply to this project. Payment of the wages, fringe benefits and overtime rates is required.

The “subrecipient” referred to throughout the Davis-Bacon contract conditions is the WIFA Borrower.

“WIFA” is the Water Infrastructure Finance Authority of Arizona, State Capitalization Grant recipient, recipient, or the Authority.

Wage Rate Requirements (Also referred to as Attachment 6)

Preamble

With respect to the Clean Water and Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(3)(ii)(A) below and for compliance as described in Section 5.

Requirements for Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient will contact EPA. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <https://www.dol.gov/whd/govcontracts/dbra.htm>.

1. Applicability of the Davis-Bacon prevailing wage requirements.

Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a Clean Water Revolving Fund and to any construction project carried out in whole or in part by assistance made available by a Drinking Water Revolving Fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the State recipient before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination 10 days or less prior to the closing date, the subrecipient may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage

determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument. Typically, the appropriate wage determination would be the one in effect on the date the task order, work assignment or similar instrument is awarded.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

The recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of

all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the

contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the Apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), the State recipient, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3 above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3 above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use WIFA's interview form, Department of Labor's Standard Form 1445, or equivalent documentation to memorialize the interviews. WIFA's interview form and instructions are included with this packet.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate

wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed below and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd.

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

**Clean Water Revolving Fund
Drinking Water Revolving Fund**

Equal Employment

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWRP and DWRP project related contracts and subcontracts over \$10,000:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Disadvantaged Business Enterprises (DBE)

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Certified Disadvantaged Business Enterprises* (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the Borrower for all DWRF and CWRP projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantaged Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantaged Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

5. The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form** to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below:

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

6. The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 - DBE Program Subcontractor Performance Form**. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Borrower.
7. The prime contractor must complete and submit EPA Form 6100-4 DBE Program Subcontractor Utilization Form** as part of the prime contractor's bid or proposal package to the Borrower.
8. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

** A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.*

*** DBE forms can be downloaded from
http://www.epa.gov/osbp/dbe_contract_admin.htm*

ATTACHMENTS

DBE Forms

http://www.epa.gov/osbp/dbe_contract_admin.htm

6100-2 - DBE Program Subcontractor Participation Form

6100-3 - DBE Program Subcontractor Performance Form

6100-4 - DBE Program Subcontractor Utilization Form

Davis-Bacon Forms

WH-1321 - Davis-Bacon poster

WH-347 - Payroll and certification form

SF1444 - Wage Determination Request form

Employee Interview form

American Iron and Steel

Sample Step Certification Letter (Processed/Manufactured)

Sample Step Certification Letter (Shipped/Provided)



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

April 18, 2022

M-22-11

MEMORANDUM FOR HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Shalanda D. Young
Director

SUBJECT: Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws¹ and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency² shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”³

The Act affirms, consistent with Executive Order 14005, *Ensuring the Future Is Made in All of America by All of America’s Workers* (“the Executive Order”), this Administration’s priority to “use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States.”⁴

The Act provides statutory authorities for the Made in America Office (“MIAO”) in the Office of Management and Budget (“OMB”) to maximize and enforce compliance with Made in

¹ “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to Federal financial assistance awards or Federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States. Made in America Laws include laws requiring domestic preference for maritime transport, including the Merchant Marine Act of 1920 (Pub. L. No. 66-261), also known as the Jones Act. Exec. Order No. 14,005, 86 Fed. Reg. 7475, § 2(b) (Jan. 28, 2021), available at <https://www.federalregister.gov/documents/2021/01/28/2021-02038/ensuring-the-future-is-made-in-all-of-america-by-all-of-americas-workers>. Made in America Laws also include laws that give preference to Indian-owned and -controlled businesses, such as the Buy Indian Act (25 U.S.C. 47), that produce items in the United States.

² For the purposes of this guidance, the terms “Federal agency” and “agency” mean any authority of the United States that is an “agency” (as defined in section 3502 of title 44, United States Code), other than an independent regulatory agency (as defined in that section). IIJA, § 70912(3).

³ IIJA, § 70914(a).

⁴ Exec. Order No. 14,005 (see footnote 1).

America Laws.⁵ MIAO aims to increase reliance on domestic supply chains and reduce the need for waivers through a strategic process aimed at: achieving consistency across agencies; gathering data to support decision-making to make U.S. supply chains more resilient; bringing increased transparency to waivers in order to send clear demand signals to domestic producers; and concentrating efforts on changes that will have the greatest impact.⁶

This memorandum provides implementation guidance to Federal agencies on the application of: (1) a “Buy America” preference⁷ to Federal financial assistance programs for infrastructure; and (2) a transparent process to waive such a preference, when necessary. A Federal financial assistance program for infrastructure is any program under which an award may be issued for an infrastructure project, regardless of whether infrastructure is the primary purpose of the award. The term “project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.⁸

Agencies should determine how this guidance is best applied to their infrastructure programs and processes, and consult with OMB, as needed, on establishing criteria, processes, and procedures for applying a Buy America preference and issuing waivers. OMB may update or provide additional guidance, as appropriate, to further assist agencies in the implementation of a Buy America preference.

I. Application of a Buy America Preference

By May 14, 2022, agencies must ensure that all applicable programs comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project.⁹ The Act requires the following Buy America preference:

- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

⁵ IJA, § 70923(a) & (b)(1).

⁶ OMB Memorandum M-21-26, Increasing Opportunities for Domestic Sourcing and Reducing the Need for Waivers from Made in America Laws available at: <https://www.whitehouse.gov/wp-content/uploads/2020/11/M-21-06.pdf>

⁷ For the purposes of this guidance, a “Buy America” preference is a domestic content procurement preference as defined in IJA, § 70912(2).

⁸ IJA, § 70912 (5) & (7).

⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

- (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.^{10, 11}

II. Applicability to Federal Financial Assistance Programs

This guidance applies to all Federal financial assistance as defined in section 200.1 of title 2, Code of Federal Regulations¹²—whether or not funded through IIJA—where funds are appropriated or otherwise made available and used for a project for infrastructure. Federal financial assistance means assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions or donations of property, direct assistance, loans, loan guarantees, and other types of financial assistance. The term “non-Federal entity” includes States, local governments, territories, Indian tribes, Institutions of Higher Education (IHE), and nonprofit organizations.¹³

For purposes of this guidance, for-profit organizations are not considered non-Federal entities. However, this guidance does not alter independent statutory authorities that agencies may have to include domestic content requirements in awards of Federal financial assistance issued to for-profit organizations.

Federal agencies are encouraged to consult with OMB if they are uncertain about the applicability of this guidance to any particular infrastructure program.

Before applying a Buy America preference to a covered program that will affect Tribal communities, Federal agencies should follow the consultation policies established through Executive Order 13175, *Consultation and Coordination with Indian Tribal Governments*, and consistent with policies set forth in the Presidential Memorandum of January 26, 2021, on Tribal Consultation and Strengthening Nation-Nation Relationships. Federal agencies should commence consultation promptly.

This guidance does not apply to “expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.”¹⁴ “[P]re and post disaster or emergency response expenditures” consist of expenditures for financial assistance that are (1) authorized by statutes other than the Stafford Act, 42 U.S.C. §§ 5121 et seq., and (2) made in anticipation of or response to an event or events that qualify as an “emergency” or “major disaster” within the meaning of the Stafford Act, *id.* § 5122(1), (2). Awards made to support the construction or improvement of infrastructure to mitigate the damage that may be caused by a non-imminent future emergency or disaster, such as awards

¹⁰ IIJA, § 70912 (2) & (6)(B)(ii).

¹¹ See Section VIII. of this guidance for more information on construction materials.

¹² IIJA § 70912(4)(A)

¹³ See 2 C.F.R. § 200.1.

¹⁴ IIJA § 70912(4)(B)

made under FEMA’s Flood Mitigation Assistance program,¹⁵ do not qualify as “pre and post disaster or emergency response expenditures.”

Subawards should conform to the terms and conditions of the Federal award from which they flow.¹⁶

The IIJA’s definition of “infrastructure” encompasses public infrastructure projects. Thus, the term “infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property.¹⁷ Agencies should treat structures, facilities, and equipment that generate, transport, and distribute energy - including electric vehicle (EV) charging - as infrastructure.

When determining if a program has infrastructure expenditures, Federal agencies should interpret the term “infrastructure” broadly and consider the definition provided above as illustrative and not exhaustive. When determining if a particular construction project of a type not listed in the definition above constitutes “infrastructure,” agencies should consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public. Projects with the former qualities have greater indicia of infrastructure, while projects with the latter quality have fewer. Projects consisting solely of the purchase, construction, or improvement of a private home for personal use, for example, would not constitute an infrastructure project. Federal agencies are strongly encouraged to consult with OMB when making such determinations.

Agencies should consult with MIAO regarding their readiness to apply the requirements of the Act to covered programs. Agencies with questions regarding the application of a Buy America preference to agency-specific programs, including questions about the possible use of waivers during adjustment periods as agencies work to implement the Act, are advised to reach out to MIAO for technical assistance and advice.

III. Consistency with International Agreements

Pursuant to section 70914(e) of the Act, this guidance must be applied in a manner consistent with the obligations of the United States under international agreements.

IV. Avoid Unnecessary Disruption

The Act makes clear that its preferences apply to a Federal financial assistance program for infrastructure only to the extent that a domestic content procurement preference as described

¹⁵ See 42 U.S.C. § 4104c.

¹⁶ 2 CFR 200.101 (b) (2)

¹⁷ IIJA, § 70912(5).

in section 70914 of the Act does not already apply to iron, steel, manufactured products, and construction materials.¹⁸ Agencies should consider whether existing domestic content requirements meet the standards in the Act, as described in this memorandum. Agencies must make necessary changes to come into compliance with the Act's requirements, while preserving policies and provisions that already meet or exceed the standards required by the Act. For example, a program in which the standards for iron and steel already meet the standards in the Act may nevertheless be required to adopt new standards for manufactured products and construction materials. Maintaining current policies where appropriate avoids unnecessary disruption to programs, or elements of programs, that already meet or exceed Build America, Buy America requirements.

V. Effective Date for Awards

Agencies must ensure that, starting on May 14, 2022, all Federal financial assistance programs for infrastructure comply with the requirements of section 70914 of the Act. Therefore, new awards made on or after May 14, 2022, must take appropriate steps to ensure financial assistance awards comply with these requirements, which may include appropriate terms and conditions¹⁹ incorporating a Buy America preference. Renewal awards and amendments obligating additional funds to existing awards that are executed on or after May 14, 2022, must also include a Buy America preference. This means that agencies must include a Buy America preference in awards issued on or after May 14, 2022, even if Notices of Funding Opportunities for those awards did not include a Buy America preference. In these cases, agencies may consider whether public interest waivers may be needed to avoid undue increases in the time and cost of a project. Similarly, public interest waivers may be needed for awards and amendments made on or after May 14, 2022, where budgets for purchase of covered materials have already been agreed upon (including if materials have been ordered and construction has begun). Consistent with the guidance provided below, agencies should issue waivers judiciously and clearly communicate to recipients the limitations and conditions of any such waivers.

VI. Articles, Materials, and Supplies for Infrastructure

A Buy America preference, as defined in section I of this guidance, only applies to the iron and steel, manufactured products, and construction materials used for the infrastructure project under an award. If an agency has determined that no funds from a particular award under a covered program will be used for infrastructure, a Buy America preference does not apply to that award. Similarly, for a covered program, a Buy America preference does not apply to non-infrastructure spending under an award that also includes a covered project. A Buy America preference applies to *an entire infrastructure project*, even if it is funded by both Federal and non-Federal funds under one or more awards.

A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply

¹⁸ IJIA, § 70917(a) &(b).

¹⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for exemplary language.

to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of or permanently affixed to the structure.

For the purposes of this guidance, an article, material, or supply should only be classified into *one* of the following categories: (1) iron or steel; (2) a manufactured product; or (3) a construction material. For ease of administration, an article, material, or supply should not be considered to fall into multiple categories. Agencies should apply the iron and steel test to items that are predominantly iron or steel, unless another standard applies under law or regulation.

Any waivers from these requirements must be in writing and meet the requirements of section 70914(b).

VII. Issuing Buy America Waivers

Pursuant to Section 70914(c) of the Act, the head of a Federal agency may waive the application of a Buy America preference under an infrastructure program in any case in which the head of the Federal agency finds that—

- (1) applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- (2) types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

Federal agencies are responsible for processing and approving all waivers, including waivers requested by recipients and on behalf of subrecipients. To the greatest extent practicable, waivers should be targeted to specific products and projects.²⁰

Before issuing a waiver, the head of the Federal agency must make publicly available on the agency’s website a detailed written explanation for the proposed determination to issue the waiver and provide at least 15 days for public comment on the proposed waiver.²¹ General applicability waivers are subject to a minimum 30-day public comment period.²² By April 29, 2022, agencies should provide the website address where they will be posting proposed waivers for public comment to MBX.OMB.MadeInAmerica@omb.eop.gov. Pursuant to sections 70914(c) and 70937 of the Act, the waiver must be cross-posted to a centralized waiver transparency website managed by GSA, [BuyAmerican.gov](https://www.buyamerican.gov),²³ no later than November 15, 2022.

²⁰ See Section VII of this guidance for information on waiver principles and criteria.

²¹ Executive Order, § 4(b)(i)(2); IIJA, § 70914(c); IIJA, § 70937 (note that “Buy American” as used in this section also refers to Buy America preferences, per IIJA, § 70932(1)).

²² IIJA § 70914(d)(2)(A)(ii). See Section VII of this guidance for information on general applicability waivers.

²³ [BuyAmerican.gov](https://www.buyamerican.gov) redirects to [MadeInAmerica.gov](https://www.madeinamerica.gov).

To minimize duplication and promote efficiency, MIAO and GSA will coordinate with agencies on the expansion of the existing website's functionality to display waivers for Federal financial assistance and provide further instructions to agencies as necessary.

Federal agencies are responsible for performing due diligence and approving or rejecting waivers consistent with the Act, this guidance, and any other applicable Buy America laws. Federal agencies should notify MIAO in advance of posting an award- or project-level proposed waiver for public comment. However, Federal agencies must consult with MIAO for proposed waivers with broader applicability (such as a general applicability waiver) before posting them for public comment. The purpose of the consultation is to identify any opportunities to structure the waiver in order to maximize the use of goods, products, and materials produced in the United States to the greatest extent possible consistent with law. Federal agencies should send proposed waivers for review to MBX.OMB.MIAwaivers@omb.eop.gov.

Federal agencies must submit to MIAO a proposed waiver for review after the public comment period has concluded. MIAO will review the proposed waiver to determine if it is consistent with applicable law and policy,²⁴ and will notify the Federal agency of its determination.

All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States²⁵ and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.²⁶ In addition, at a minimum and to the greatest extent practicable, each proposed waiver submitted to MIAO should include the following information, as applicable:

- Waiver type (nonavailability, unreasonable cost, or public interest)
- Recipient name and Unique Entity Identifier (UEI)
- Federal awarding agency organizational information (e.g., Common Government-wide Accounting Classification (CGAC) Agency Code)
- Financial assistance listing name and number
- Federal financial assistance program name
- Federal Award Identification Number (FAIN) (if available)
- Federal financial assistance funding amount
- Total cost of infrastructure expenditures, including all Federal and non-Federal funds (to the extent known)
- Infrastructure project description and location (to the extent known)
- List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), and relevant PSC and NAICS code for each.
- A certification that the Federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

²⁴ Executive Order, § 4(c).

²⁵ IIJA, § 70937(c)(2)(A).

²⁶ IIJA, § 70937(c)(2)(D).

- A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach), by the Federal awarding agency and, in the case of a project or award specific waiver, by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
- Anticipated impact if no waiver is issued.
- Any relevant comments received through the public comment period.

The purpose of the information is to ensure that the agency has adequate information to perform due diligence, that MIAO has sufficient information to determine whether the proposed waiver is consistent with law and policy, and that sufficient information is available for public review. Information provided for public review should help interested manufacturers gauge the demand for products for which agencies are considering waiving a Buy America preference.

To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project should be considered the “Cognizant Agency for Made in America” and should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

a. Exceptions for Unforeseen and Exigent Circumstances

In limited situations where there is an urgent need in an unforeseen and exigent circumstance, agencies have the authority to waive the application of Buy America preferences without submitting the waiver for public comment and MIAO determination.²⁷ As an exception to the public transparency requirements of the Act, agencies should exercise that authority only when necessary. Further, to ensure MIAO can fulfill its role as a central and transparent source of Made in America waivers, an agency that issues a waiver without first seeking public comment and MIAO approval must, within 30 days of the waiver’s issuance, submit a report to MIAO explaining its reliance upon the “unforeseen and exigent circumstance” exception.²⁸ MIAO will provide further instructions to agencies on how to submit those reports. Although public posting and MIAO review may be waived in exigent circumstances, agencies remain responsible for performing due diligence appropriate to the circumstances, consistent with the principles and criteria in paragraphs VII(b) and (c) below.

²⁷ IIJA, § 70937(b)(2).

²⁸ This reporting process was established pursuant to Executive Order 14,005, § 4(d) and OMB Guidance on Improving the Transparency of Made in America Waivers available at: <https://www.whitehouse.gov/wp-content/uploads/2021/10/Guidance-Memo-Improving-the-Transparency-of-Made-in-America-Waivers.pdf>.

b. Waiver Principles and Criteria

To ensure they are scrupulously monitoring, enforcing, and complying with applicable Buy America Laws and minimizing the use of waivers,²⁹ agencies must apply standard criteria to determine whether to grant a waiver in a given circumstance. Agencies with existing criteria must review it for consistency with this guidance and update it as appropriate. All other agencies must establish criteria.

Agencies may reject or grant waivers in whole or in part. To the greatest extent practicable, waivers should be issued at the project level and be product-specific. Overly broad waivers undermine market signals designed to boost domestic supply chains, particularly for key articles, materials and supplies in critical supply chains (i.e., critical supply chains identified in Executive Order 14017, *America's Supply Chains*). When necessary, agencies may consider issuing a waiver that has applicability beyond a single project; however, agencies should always issue, construe, and apply waivers to ensure the maximum utilization of goods, products, and materials produced in the United States, consistent with applicable law. Federal agencies may consult with MIAO when establishing or modifying criteria for granting waivers. They may also work within the Made in America Council, a practice that will help to foster consistency across agencies to the greatest extent practical and appropriate, given agency and program missions.

Federal agencies should use the following principles before issuing a waiver of any type:

- **Time-limited:** In certain limited circumstances, a Federal agency may determine that a waiver should be constrained principally by a length of time, rather than by the specific projects to which it applies. Waivers of this type may be appropriate, for example, when an item that is “nonavailable” is widely used in projects funded by a particular program’s awards. When issuing such a waiver, the agency should identify a short, definite time frame (e.g., no more than one to two years) designed to ensure that, as domestic supply becomes available, domestic producers will have prompt access to the market created by the program.
- **Targeted:** Waivers that are not limited to particular projects should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) necessary. Waivers that are overly broad will tend to undermine domestic preference policies. Broader waivers will receive greater scrutiny from MIAO.
- **Conditional:** Federal agencies are encouraged to issue waivers with specific conditions that support the policies of the Act and the Executive Order.

These principles and criteria should be viewed as minimum requirements for the use of waivers by Federal agencies.³⁰

Nonavailability Waivers

Before granting a nonavailability waiver, agencies should consider whether the recipient has performed thorough market research, which may be accomplished with assistance from the agency, and adequately considered, where appropriate, qualifying alternate items, products, or

²⁹ IJA § 70933(2).

³⁰ See Section IV. of this guidance for agencies that have existing regulations or guidance.

materials. Waivers should describe the market research activities and methods to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources. Agencies are encouraged to engage with the Made in America Council to develop resource lists for common items, goods, or materials.

Unreasonable Cost Waivers

An unreasonable cost waiver is available if the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. Before granting an unreasonable-cost waiver, to the extent permitted by law, agencies should ensure the recipient has provided adequate documentation that no domestic alternatives are available within this cost parameter. Agencies may assist recipients in gathering documentation.

For requests citing unreasonable cost as the statutory basis of the waiver, the waiver justification must include, as applicable, a comparison of the cost of the domestic product to the cost of the foreign product or a comparison of the overall cost of the project with domestic products to the overall cost of the project with foreign-origin products, pursuant to the requirements of the applicable Made in America law.³¹ Publicly available cost comparison data may be provided in lieu of proprietary pricing information.³² Unreasonable-cost waivers should be no broader than necessary.

Public Interest Waivers

A waiver in the public interest may be appropriate where an agency determines that other important policy goals cannot be achieved consistent with the Buy America requirements established by the Act and the proposed waiver would not meet the requirements for a nonavailability or unreasonable cost waiver. Such waivers shall be used judiciously and construed to ensure the maximum utilization of goods, products, and materials produced in the United States.³³ To the extent permitted by law, determination of public interest waivers shall be made by the head of the agency with the authority over the Federal financial assistance award.³⁴

Public interest waivers may have a variety of bases. As with other waivers, they should be project-specific whenever possible, as what is in the public interest may vary depending upon the circumstances of the project, recipient, and specific items, products, or materials in question.

Federal agencies may wish to consider issuing a limited number of general applicability public interest waivers in the interest of efficiency and to ease burdens for recipients. The agency remains responsible for determining whether such a waiver is appropriate to apply to any

³¹ IIJA, § 70937(c)(2)(B).

³² IIJA, § 70937(c)(2)(B).

³³ IIJA, § 70935(a).

³⁴ IIJA, § 70935(b).

given project; the Made in America Office will not review each application of such a waiver. The following are examples of types of public interest waivers an agency may consider issuing.³⁵

- **De Minimis:** Ease of administration is important to reduce burden for recipients and agencies. Federal agencies may consider whether a general applicability public interest waiver should apply to infrastructure project purchases below a de minimis threshold. An agency may consider whether a public interest waiver should apply when necessary to ensure that recipients and Federal agencies make efficient use of limited resources, especially if the cost of processing the individualized waiver(s) would risk exceeding the value of the items waived. Agencies may consider adopting an agency-wide public interest waiver that sets a de minimis threshold, for example, of 5 percent of project costs up to a maximum of \$1,000,000.
- **Small Grants:** Agencies may wish to consider whether it is in the public interest to waive application of a Buy America preference to awards below the Simplified Acquisition Threshold. This type of waiver may be particularly relevant in the initial years after enactment of IIJA, and may be phased out over time as agencies develop efficient waiver review capabilities.
- **Minor Components:** Agencies may wish to consider whether it is in the public interest to allow minor deviations for miscellaneous minor components within iron and steel products. A minor components waiver in the public interest may allow non-domestically produced miscellaneous minor components comprising no more than 5 percent of the total material cost of an otherwise domestically produced iron and steel product to be used. It would not be in the public interest to use a minor components waiver to exempt a whole product from the iron and steel requirements, or to allow the primary iron or steel components of the product to be produced other than domestically.
- **Adjustment Period:** Agencies should consider whether brief, time limited waivers to allow recipients and agencies to transition to new rules and processes may be in the public interest.
- **International Trade Obligations:** If a recipient is a State that has assumed procurement obligations pursuant to the Government Procurement Agreement or any other trade agreement, a waiver of a Made in America condition to ensure compliance with such obligations may be in the public interest.
- **Other Considerations:** A waiver may be in the public interest in one circumstance, but not in another, and considerations will depend upon the nature and amount of resources available to the recipient, the value of the items, goods, or materials in question, the potential domestic job impacts, and other policy considerations, including sustainability, equity, accessibility, performance standards, and the domestic content (if any) of and conditions under which the non-qualifying good was produced.

All proposed waivers citing the public interest as the statutory basis must include a detailed written statement, which shall address all appropriate factors, such as potential

³⁵ The list is not exhaustive and no agency is required to issue the types of waivers noted as examples. As with other general applicability waivers, generally applicable public interest waivers must be reviewed at least every five years and more often as appropriate.

obligations under international agreements, justifying why the requested waiver is in the public interest.³⁶

Before granting a waiver in the public interest, to the extent permitted by law, agencies shall assess whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products.³⁷ Agencies may consult with the International Trade Administration (ITA) in making this assessment if the granting agency deems such consultation to be helpful. The agency shall integrate any findings from the assessment into its waiver determination as appropriate.³⁸ MIAO will work with ITA and agencies to develop standard processes to expedite this required assessment, such as by ensuring agencies know how to easily access lists of dumped or injuriously subsidized products.

c. General Applicability Waivers

The term “general applicability waiver” refers to a waiver that applies generally across multiple awards. A general applicability waiver can be “product-specific” (e.g., applies only to a product or category of products) or “non-product specific” (e.g., applies to all “manufactured products”).

General applicability waivers should be issued only when necessary to advance an agency’s missions and goals, consistent with IJJA, the Executive Order, and this guidance. For example, an agency might issue a general waiver for a product for which there are well-established domestic sourcing challenges. General applicability waivers will require appropriate justification from the Federal agency.

Federal agencies with one or more existing general applicability waivers, including public interest waivers, must review such waivers within five years of the date on which the waiver was issued. Agencies issuing new general applicability waivers must review such waivers at least every five years from the date of issuance. Agencies are encouraged to review general applicability waivers more frequently, when appropriate. In conducting a review of any general applicability waiver, the head of a Federal agency shall—

- (A) publish in the *Federal Register* a notice that—
 - (i) describes the justification for a general applicability waiver; and
 - (ii) requests public comments for a period of not less than 30 days on the continued need for a general applicability waiver; and
- (B) publish in the *Federal Register* a determination on whether to continue or discontinue the general applicability waiver, considering the comments received in response to the notice published under paragraph (A).³⁹

³⁶ IJJA, § 70937(c)(2)(C).

³⁷ Executive Order, § 5.

³⁸ Executive Order, § 5.

³⁹ IJJA, § 70914(d)(1) & (2).

For a period of five years beginning on the date of enactment of the Act, paragraphs (A) and (B) above shall not apply to any product-specific general applicability waiver that was issued more than 180 days before November 15, 2021.⁴⁰

By no later than November 15, 2022, agencies with existing, non-product specific general applicability waivers that were issued more than five years before November 15, 2021 should promptly commence review of each such waiver by publishing a *Federal Register* notice as required in section 70914(d)(2)(A) of the IIJA. Should the review justify retaining the waiver, agencies should consider narrowing the waiver in a manner that would support supply chain resilience and boost incentives to manufacture key products domestically, as appropriate.

To ensure prompt commencement of projects funded by IIJA, MIAO plans to work with agencies to expedite consideration of general applicability waivers for products or categories of products for which domestic sourcing challenges have been well documented. Agencies should align such waivers with complementary policies, such as work to boost supply chain resiliency and domestic employment. General applicability waivers should include appropriate expiration dates designed to ensure that, once available, Buy America qualifying products receive appropriate consideration.

VIII. Preliminary Guidance for Construction Materials

For construction materials, the Act requires that, not later than 180 days after November 15, 2021, OMB must issue standards that define the term “all manufacturing processes” in the case of construction materials. These standards must require that each manufacturing process required for the manufacture of the construction material and the inputs of the construction material occurs in the United States. They must also reflect efforts to maximize the direct and indirect jobs benefited or created in the production of the construction material.⁴¹

Although the deadline to issue such guidance has not yet passed, OMB is providing preliminary and non-binding guidance to assist agencies in determining which materials are construction materials so that agencies can begin applying Buy America requirements to those materials. This preliminary guidance addresses the requirements as set forth in section 70915(b) of the IIJA while providing sufficient time for OMB to receive additional stakeholder input.

The IIJA finds that “construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴²—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);

⁴⁰ IIJA, § 70914(d)(3).

⁴¹ IIJA, § 70915(b).

⁴² IIJA, § 70917(c)(1).

- lumber; or
- drywall.⁴³

To provide clarity to item, product, and material manufacturers and processors, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

Pending OMB's issuance of final standards on construction materials, and absent any existing applicable standard in law or regulation that meets or exceeds these preliminary standards, agencies should consider "all manufacturing processes" for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material. OMB is seeking additional stakeholder input before issuing further guidance identifying initial manufacturing processes for construction materials that should be considered as part of "all manufacturing processes."

Agencies should consult with MIAO, as needed, to ensure that any waiver issued for construction materials is explicitly targeted and time-limited, in order to send a clear market signal that additional standards for "all manufacturing processes" in the case of construction materials will be forthcoming.

⁴³ See IJA, § 70911(5).

Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Where applicable, the Federal agency must include appropriate terms and conditions in all awards, in accordance with applicable legal requirements and its established procedures, in order to effectuate the requirements of the Act and this guidance. The following is sample language.

To achieve the greatest possible consistency across agencies and programs, agencies should send their proposed terms and conditions to MIAO for review prior to incorporating them into applicable awards. Agencies should begin including appropriate language in NOFOs published *before* May 14, 2022 to provide applicants fair notice of the Buy America conditions that will apply to funds obligated on or after that date.

** ** **

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials⁴⁴ are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

⁴⁴ Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [\[link to awarding agency web site with information on currently applicable general applicability waivers\]](#).

*Definitions*⁴⁵

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴⁶—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

⁴⁵ Federal agencies may choose to provide definitions on a public-facing website and reference that website in the terms and conditions, rather than including all definitions in the terms and conditions itself. If an agency chooses to do provide definitions on a public-facing website, it is not considered a deviation from the terms and conditions provided and does not need to be reviewed by OMB.

⁴⁶ IJIA, § 70917(c)(1).

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.



SUPPLEMENT TO THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION

Technical Specifications

February 14, 2019

City of Prescott Public Works
433 N. Virginia Street, Prescott, Arizona 86301
Ph: 928.777.1130 | TDD: 928.777.1100 | Fax: 928.771.5929

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NEW 2/14/19 REVISIONS

New Specifications:

- Section 102 Bidding Requirements and Conditions
- Section 103 Award and Execution of Contract
- Section 110 Notification of Changed Conditions and Dispute Resolution
- Section 703 Riprap

Specifications Rewritten, or With Major Updates:

- Section 100 General Conditions
- Section 101 Abbreviations and Definitions
- Section 104 Scope of Work
- Section 105 Control of Work
- Section 106 Control of Materials
- Section 107 Legal Regulations and Responsibility to Public
- Section 108 Commencement, Prosecution and Progress
- Section 109 Measurements and Payments
- Section 205 Roadway Excavation
- Section 321 Placement and Construction of Asphalt Concrete Pavement
- Section 340 Concrete Curb, Gutter, Sidewalk, Curb Ramps, Driveway and Alley Entrance
- Section 405 Survey Monuments
- Section 611 Water, Sewer and Storm Drain Testing
- Section 630 Tapping Sleeves, Valves and Valve Boxes on Water Lines

Specifications With Minor Updates:

- Section 206 Structure Excavation and Backfill
- Section 211 Fill Construction
- Section 301 Subgrade Preparation
- Section 306 Mechanically Stabilized Subgrade – Geogrid Reinforcement
- Section 310 Placement and Construction of Aggregate Base Course
- Section 317 Asphalt Milling
- Section 329 Tack Coat
- Section 336 Pavement Matching and Surfacing Replacement
- Section 345 Adjusting Frames, Covers and Valve Boxes
- Section 350 Removal of Existing Improvements
- Section 401 Traffic Control
- Section 402 Pavement Markings and Striping
- Section 403 Permanent Signing, Sign Posts and Delineators
- Section 404 Loop Detectors
- Section 430 Landscaping and Planting
- Section 431 Landscape Rock

- Section 505 Concrete Structures
- Section 601 Trench Excavation, Backfilling and Compaction
- Section 610 Water Line Construction
- Section 612 Temporary Water Mains (Fly Lines)
- Section 615 Sanitary Sewer Line Construction
- Section 618 Storm Drain Construction
- Section 625 Manhole Construction and Drop Sewer Connections
- Section 626 Manhole Coatings
- Section 650 Abandonment and Removal of Water Main
- Section 651 Abandonment and Removal of Sanitary Sewer
- Section 701 Aggregate
- Section 710 Asphalt Concrete
- Section 725 Portland Cement Concrete

Details That Have Been Updated:

- All references to COP Standard Details to correspond with updated City of Prescott General Engineering Standards

PART 100 – GENERAL CONDITIONS

ADD the following section to Part 100- General Conditions:

SECTION 100: GENERAL CONDITIONS

100.2 STANDARD SPECIFICATIONS AND DRAWINGS

(A) Standard details and specifications for the project shall be the most recent versions of the Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (MAG Details/MAG Specifications), City of Prescott Supplement to MAG Standards (COP Supplement), City of Prescott General Engineering Standards (COP GES), Prescott City Code (City Code) and Arizona Revised Statutes (A.R.S.), except as modified in the project plans and specifications.

(B) Other standard specifications and details will be incorporated within the plans, project documents and specifications by reference, as necessary. These may include references to the Arizona Department of Transportation Standard Specifications for Roadway and Bridge Construction (ADOT Specifications), Arizona Department of Environmental Quality (ADEQ), Manual on Uniform Traffic Control Devices (MUTCD) (with Arizona Supplement), American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), and others.

100.3 GENERAL NOTES

(A) All construction shall conform to the most recent versions of the MAG Standards, COP Supplement to MAG, and the COP GES, unless specifically modified on the plans.

(B) It shall be the Contractor's responsibility to obtain copies of all standards, details and specifications necessary to completely and accurately interpret the plans.

(C) All plans are null and void 1 year from date of signature if construction has not started.

(D) All quantities shown on plans are approximate, are not verified by the Engineer, and are furnished solely for the Contractor's convenience. They do not necessarily correspond to bid schedule items. Payment shall be based on bid schedule items for actual quantities provided and installed. The Contractor shall not be relieved of their responsibility for independently estimating work quantities prior to bidding. If any discrepancy in quantities is found, Contractor shall notify the Engineer of such no later than 24 hours prior to bid opening.

(E) A City right-of-way permit will be required for all off-site construction and construction within the public right-of-way.

(F) It is the sole responsibility of the Contractor to obtain, at the Contractor's own expense, such permits as are required from the appropriate agencies.

(G) The Public Works Department shall be notified a minimum of 24 hours prior to beginning any construction in the public right-of-way at (928) 777-1176.

(H) Inspection is to be done by the City Public Works Department.

(I) Any work performed without the knowledge of the City Inspector or the Inspector's authorized representative is subject to removal and replacement of same, to be done at the Contractor's expense.

(J) All work and materials, which do not conform to the specifications, are subject to removal and replacement at the Contractor's expense.

- (K) Approval of a portion of the work in progress does not guarantee its final acceptance. Testing and evaluation may continue until the written final acceptance of a complete and workable unit.
- (L) The City may suspend the work by written notice when, in its judgment, progress is unsatisfactory, work being done is unauthorized or defective, weather conditions are unsuitable, or there is a danger to the public health and safety.
- (M) The Contractor shall provide sufficient men and equipment on the job at all times during construction to comply with specifications and to complete work.
- (N) The Contractor shall be responsible for construction surveying and layout.
- (O) The Contractor shall notify Arizona 811 (formerly Arizona Blue Stake) at 1-800-STAKE-IT (1-800-782-5348) between 6 a.m. and 5 p.m. Arizona time, Monday-Friday (excluding State holidays), at least 48 hours prior to construction.
- (P) It is the Contractor's responsibility to locate all underground pipelines, telephone, communication and electric conduits and structures in advance of any construction and will observe all possible precautions to avoid any damage to such. The Engineer and/or City will not guarantee any locations as shown on these plans, or those omitted from it.
- (Q) The Contractor is to uncover all existing lines being tied into and verify grades, pipe material, and pipe diameter before material submittals and planned construction activities.
- (R) The Contractor shall comply with all ADEQ requirements.
- (S) All water lines shall be provided with 12 AWG HS-CCS wire. Trace wire shall be subject to traceability test. Testing is to be by the Contractor and witnessed by the City Representative and at no extra cost to the City.
- (T) Water and sewer separation shall be pursuant to Arizona Administrative Code (AAC) R18-5-502.C. and City specifications.
- (U) Water mains shall be subject to a pressure and leakage test in accordance with the American Water Works Association (AWWA) C600 Standard.
- (V) Water mains shall be disinfected in accordance with ADEQ Engineering Bulletin No. 8 "Disinfection of Water Systems".
- (W) Operation of valves to be done by City personnel only.
- (X) All pipeline materials shall be installed per manufacturer's requirements unless superseded by City specifications.
- (Y) All materials for water line construction shall meet AAC R18-4-119.
- (Z) ADEQ requirements will apply when more stringent than MAG Specifications; more specifically where they pertain to maximum allowable sewer line/pressure sewer line exfiltration-infiltration rates.
- (AA) Sewer line low-pressure air tests shall be done on 100 percent of all sanitary sewer lines.
- (BB) Sewer manholes exfiltration tests shall be done on 100 percent of all manholes. Vacuum testing in accordance with City standards may be used in lieu of exfiltration test.
- (CC) Sewer line deflection tests shall be done on 100 percent of all pipes.
- (DD) Prior to project acceptance, the Contractor shall be responsible for providing the City with a video (DVD format) of the entire sewer main installed including service laterals. A City Representative shall attend the video data collection. If the City is not present during the video data collection, the City may require that the video data be redone, at the Contractor's expense, with the City Representative present. The video will be reviewed and deemed acceptable by the City prior to project acceptance.

- (EE) Acceptance of the completed work will not be given until 3 ml Mylar as-built reproducible plans and all required digital files have been submitted by the Engineer of Record and approved by the Engineer.
- (FF) The Contractor shall warrant all work for a minimum of 2 years after formal acceptance of the work.

SECTION 101: ABBREVIATIONS AND DEFINITIONS

101.2 DEFINITIONS AND TERMS

REVISE and ADD the following:

Agency/City/Contracting Agency/Owner: Interchangeable to mean, the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, unless otherwise noted; and meant as the governmental agency/legal entity for which the work is being done, either by permit or contract.

City's Representative: The authorized representative of the City, which may be an individual or a firm, or their assistants assigned to the project work, the project site, or any part thereof during the performance of the work by the Contractor and until final acceptance.

County: Yavapai County, organized and existing under and by virtue of the laws of the State of Arizona.

Director: The City of Prescott Public Works Director, or their designee, representative or assistants, unless otherwise noted.

Engineer: The duly authorized person, or their designees, employed by or contracted with the City of Prescott who is responsible for all aspects of the project and with the authority to make revisions to and approve the changes to the plans or specifications.

Engineer of Record: The Engineer of Record is a Civil Engineer registered in the State of Arizona by the Board of Technical Registration and is responsible for design, calculations and preparation of contract documents. The Engineer of Record shall provide field observation, compile, review and comment on project documentation, material testing reports and prepare as-built drawings.

Materially Unbalanced Bid: A bid that generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the City.

Mathematically Unbalanced Bid: A bid containing lump sum or unit bid prices that do not reflect reasonably anticipated actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

Notice Inviting Bids: Refers to the standard forms inviting proposals or bids.

SECTION 102: BIDDING REQUIREMENTS AND CONDITIONS

102.2 CONTENTS OF PROPOSAL PAMPHLET

ADD the following:

All standard specifications and details referenced, unless otherwise noted, shall conform to the most current editions, including revisions thereto.

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK

ADD the following:

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in or omissions from the plans or specifications, they shall submit to the Director a written request for an interpretation or correction thereof no later than 5 working days before bid or proposal opening. The person submitting the request will be responsible for its prompt delivery. Interested bidders may call, email or visit the office of the Director with any questions up to 5:00 PM on the fifth working day prior to the bid opening date. The City will no longer address or interpret any general questions or comments after that time. Should any issue be determined significant to the project by the Director, appropriate action will be taken. Any interpretation or correction of the proposed documents will be made available to prospective bidders a minimum of 3 working days prior to the bid opening date. Any correction of the contract documents will be made only by an addendum duly issued by the City and a copy of such addendum will be available on the City's website. The City will not be responsible for any other explanations or interpretations of the documents.

102.5 PREPARATION OF PROPOSAL

ADD the following:

(D) If the proposal is made by an individual, it shall be signed and the individual's full name and address shall be given. If it is made by a partnership, it shall be signed with the partnership name and by a general partner of the firm who shall also sign their own name, and the name and address of each partner shall be given; and, if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers.

All submittal forms are contained in the Notice Inviting Bid and must be submitted as part of the bid.

ADD the following subsection to 102.5 Preparation of Proposal:

102.5.1 Instructions for Preparing Proposal

Payment for all work performed under this contract shall be based on the units as shown in the bidding schedule. Payment of the bid items as stated in the Contractor's proposal for the completed work, shall be compensation in full for the furnishing of all overhead, labor, materials, devices, equipment and appurtenances included in the work as are necessary to complete the total work under this contract in a good, neat, and satisfactory manner as indicated on the plans, as described in the specifications, and as otherwise implied or required to fulfill the objective of the work.

All construction elements, as identified in the bid schedule, shown on the plans or details or described in the special provisions, are required for the construction and are to include all costs associated with earthwork, trenching, subgrade construction, valves, fittings, tapping sleeves, appurtenances, utility boxes, bedding, pavement replacements, hauling, placing, disposing of, start up, testing, certifying, or any other associated work and materials required for a complete in place and operable item of construction. All work items and materials not specifically itemized in the bid schedule and that are required for construction are to be considered incidental to the total project bid amount.

It is the intent of the contract that maximum payment shall not exceed the agreed unit price without duly authorized contract amendments. Each item, fixture, piece of equipment, work, etc., as indicated on the plans, or specified anywhere in these documents shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item, and the total system or systems.

Any and all patents, license fees, insurance premiums, etc., for the right to use equipment or processes included in this contract shall be included in the total bid price.

Cost of testing, and other incidental operations, profit and overhead cost, including the cost of supervision, temporary field offices, move-in, move-out, insurance, taxes, equipment not a permanent part of the job, and other incidental items, shall be included in the total bid price.

The "Total Amount of Bid" must be filled out by the bidder. In case of any discrepancy between the price in figures and price in written words, as written or corrected, the price in written words shall be presumed to be correct unless obviously in error, and shall be considered as the Contractor's correct and intended bid.

Bids shall not contain any recapitulations of the work to be done. Alternative proposals will not be considered unless called for.

102.6 SUBCONTRACTORS LIST

REMOVE the first paragraph in its entirety and REPLACE with the following:

The Subcontractors List must be completed, attached and submitted along with the bidding schedule. Only 1 name shall be listed for each category.

102.7 IRREGULAR PROPOSALS

ADD the following:

- (F) If the bid is mathematically unbalanced.
- (G) If the bid is materially unbalanced.

102.9 SUBMISSION OF PROPOSAL

ADD the following:

Bids shall be delivered to the office of the City Clerk, City of Prescott, Arizona, before the day and hour set for the submittal of bids in the Notice Inviting Bids as published. Bids shall be enclosed in a sealed envelope bearing the title of the work and the name of the bidder. It is the sole responsibility of the bidder to ensure the bid is received in proper time.

102.13 SUCCESSFUL BIDDERS

REMOVE in its entirety and REPLACE with the following:

The successful bidder may obtain 1 set of plans and specifications for the project at no extra cost.

ADD the following subsection to Section 102- Bidding Requirements and Conditions:

102.14 ADDENDA

Any addenda issued during the time of bidding, forming a part of the documents issued to the bidder for the preparation of a bid, shall be covered in the bid and shall be made a part of the contract. Addenda may be issued until noon on the third working day prior to the bid opening date. It is the prospective bidder's responsibility to check for addenda related to this procurement. Addenda will be posted on the City's website.

SECTION 103: AWARD AND EXECUTION OF CONTRACT

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.1 Confirmation of Bid

At any time after the opening of the bids, the Director may require any bidder on the project to confirm such bid in writing prior to contract award. An acknowledgement will be sent to the bidder to certify the prices bid have been reviewed and to confirm work can be completed in accordance with the requirements of the contract documents, plans and specifications in the total bid amount stated in the bidding schedule.

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.2 Experience and Qualifications

When requested by the City, the bidder shall supply a list of all public projects begun within the previous 3 years prior to contract award. The project list shall contain all public projects entered into by the bidder and shall include the project name and location, original and final contract amounts, project status and a contact name and information for each project. The bidder shall provide a description and explanation for any projects that were not completed successfully. Failure to provide complete and factual information may be grounds for rejection of the bid in accordance with City Procurement Code 1-27-18(K).

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.3 Pre-Award Conference

The City may require the apparent low bidder to attend a pre-award conference in order to establish that the bidder fully understands the scope, complexity and expectations of the project as described in the contract documents; to discuss issues, concerns, risk areas and how to minimize them within the bounds of the contract; and to determine that the apparent low bidder is the most responsible and/or most qualified bidder in accordance with City Procurement Code 1-27-18(K).

The purpose of the pre-award conference is to ensure that all participants are apprised of their responsibilities and obligations regarding all applicable laws, rules, regulations and ordinances contained in the contract documents prior to entering into a contract.

103.3 AWARD OF CONTRACT

REMOVE the first paragraph in its entirety and REPLACE with the following:

The contract will be awarded to the lowest qualified bidder complying with these instructions and with the Notice Inviting Bid. The City, however, reserves the right to accept or reject any or all bids if it deems it best for the public good, and to waive any informality in the bids received. The award, if made, will be within 60 calendar days after the opening of bids.

ADD the following subsection to 103.3 Award of Contract:

103.3.1 Assignment of Contract

No partial or full assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received there under by the Contractor, will be recognized by the City unless such assignment has had prior written approval of the City and the surety has been given due notice of such assignment in writing and has consented thereto in writing.

103.6 CONTRACTOR'S INSURANCE

ADD the following:

The Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under 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, the Contractor's agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for a contract 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 a contract by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. The Contractor is free to purchase such additional insurance as may be determined necessary.

(A) Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

- (1) On insurance policies where the City is named as an additional insured, the City 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.
- (2) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(B) Notice of Cancellation: With the exception of a 10 day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a 30 day written notice.

(C) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

(D) Verification of Coverage: The Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required 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 this contract and remain in effect for the duration of the project and warranty period as set forth in Paragraph 3 of the “Contractor’s Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties”. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this contract shall be sent directly to the Public Works Department, 433 N. Virginia Street, Prescott, AZ 86301. 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.

(E) Such policy shall not exclude coverage for the following:

- (1) Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
- (2) Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
- (3) Injury to or destruction of any property arising out of blasting or explosion.
- (4) Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

(F) The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in the Contractor’s name and also in the name of the City in an amount of at least 100 percent of the contract amount (if applicable).

(G) The Contractor shall secure “all risk”-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than 100 percent of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

103.6.1 General

REMOVE item (A) in its entirety and REPLACE with the following:

(A) The Contractor shall provide and maintain, during the life of the contract, General Liability, Automobile Liability, and Worker’s Compensation Insurance as provided herein.

Unless otherwise specifically required by the special provisions, the minimum limits of public liability and property damage liability shall be as provided herein.

The Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

- (1) Commercial General Liability: Occurrence Form

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

- General Aggregate \$3,000,000
- Products – Completed Operations Aggregate \$3,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Legal Liability (Damage to Rented Premises) (if applicable) \$100,000

The policy shall be endorsed to include the following additional insured language:

“The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the Contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

(2) Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or 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 City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor.”

(3) Worker’s Compensation and Employer’s Liability:

- | | |
|--------------------------|-------------|
| Worker’s Compensation | Statutory |
| Employer’s Liability | |
| • Each Accident | \$1,000,000 |
| • Disease- each employee | \$1,000,000 |
| • Disease- policy limit | \$1,000,000 |

The policy shall contain a waiver of subrogation against the City for losses arising from work performed by or on behalf of the Contractor.

(4) Professional Liability (Errors and Omissions Liability) (if applicable)

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

(a) In the event that the professional liability insurance required by this contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

(b) The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

(c) Notice of Cancellation: With the exception of a 10 day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a 30 day written notice.

103.6.2 Indemnification of the Contracting Agency Against Liability

REMOVE in its entirety and REPLACE with the following:

The Contractor shall defend, indemnify and hold harmless the City, its departments, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys fees and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the Contractor's owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under Worker's Compensation Law or arising out of failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intentions of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts of Indemnatee, be indemnified by the Contractor from and against any and all claims. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its departments, officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.9 PRECONSTRUCTION CONFERENCE

Within 15 days of the date of the Notice of Award, the Contractor is required to attend a preconstruction conference. The City will contact the Contractor to schedule a specific date, time and location for the preconstruction conference. The purpose of the meeting is to outline specific construction items and procedures and to address items, which require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures, which the Contractor believes may be of benefit to the project, reduce cost, or will reduce inconvenience to the public. Communication and coordination issues will be also addressed during the preconstruction conference. The Contractor will be required to provide 5 sets of the following information at the preconstruction conference:

- Key personnel names and emergency phone numbers involved in the project.
- Public information plan
- Project signage plan
- Stormwater Pollution Prevention Plan (SWPPP) (NOI if applicable)
- Contractor quality control plan
- Subcontractor contracts and purchase orders for each and every item of work under subcontract on the project
- Payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project
- Overall construction schedule and two-week look ahead schedule (provided weekly)

- Dust abatement/street sweeping plan and construction water meter application
- Traffic control plan and access management plan providing for continuous access to residents and businesses affected by the project
- Contractor's company safety plan
- An itemized list of shop drawings, materials, mix designs, equipment submittals and a schedule indicating the dates each of these items will be transmitted to the Director for review

Each of the above items is subject to review and approval by the Director.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.10 COMMENCEMENT

The Contractor shall commence work on or before the tenth calendar day after receiving the Notice to Proceed, and shall complete all work under the contract within the period of time specified in the special provisions. The City reserves the right to issue Notice to Proceed at any time between 0 and 60 days after contract award. Notice to Proceed will be issued not later than 60 calendar days after the contract has been awarded unless otherwise agreed upon in writing, or as may be specified in the special provisions. In addition, the Contractor shall not commence work until all required documents, bonds, plans and schedules have been received and approved by the City. These submittals will not affect the issuance of Notice to Proceed by the City.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.11 CONTRACTOR AND SUBCONTRACTOR RECORDS

(A) The Notice Inviting Bids, Information for Bidders, special provisions, specifications, plans, and all supplementary documents are intended to be complete and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the contract documents, the Contractor shall immediately call the matter to the attention of the Director for furnishing of detailed instructions. In case of discrepancies, the specifications shall govern over the plans. Figured dimensions shall govern over scaled dimensions.

(B) Any drawings or plans listed anywhere in the specifications or addenda thereto shall be regarded as a part thereof and of the contract. Anything mentioned in these specifications and not indicated on the plans, or anything indicated on the plans and not mentioned in these specifications, shall be in the same force and effect as if indicated or mentioned in both.

(C) The Contractor, subcontractors and all suppliers shall keep and maintain all books, papers, records, files, accounts, reports, bid documents with back-up data, including electronic data, and all other material relating to the contract and project for 3 years following completion and acceptance of the work. All records shall be accurately maintained in accordance with generally accepted accounting principles and practices uniformly and consistently applied in a format that will permit audit. The Director or the Director's authorized representative(s) shall have access at all reasonable times to all applicable records of the Contractor and the records of the Contractor's subcontractors.

The Contractor and subcontractors shall preserve all such materials for a period of 3 years after all payments to the Contractor or subcontractors, or until the final resolution of all claims made by the Contractor or subcontractor on this contract, whichever is later. The Contractor and subcontractors shall make all of the above materials available to the Director for auditing, inspection and copying and shall produce such materials upon written request at the office of the Public Works Director located at 433 N. Virginia Street, Prescott, Arizona 86303.

The Contractor shall insert the above requirement in each subcontract, purchase order, lease agreement, or other document under which goods or services are provided for the performance of this contract and shall also include in all subcontracts a clause requiring subcontractors to include the above requirement in any lower-tier subcontract, purchase order, lease agreement or document under which goods or services are provided for the performance of this contract.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.12 ERROR AND OMISSIONS

The written dimensions, calculations and quantities on the plans are presumed to be correct, but the Contractor shall be required to check carefully all dimensions, calculations and quantities before beginning work. If any errors or omissions are discovered, the Director shall be so advised in writing and will make the proper corrections. If the Contractor claims that any such errors or omissions should change the cost of any pay item or the construction as identified in the plans, the Contractor shall also submit to the Director a written proposed contract amendment. Any such adjustments made by the Contractor that are claimed to change the cost of any pay item or the construction as identified in the plans, without prior review and acceptance of a proposed contract amendment, shall be at the Contractor's own risk. The settlement of any complications or disputed expenses arising from the Contractor's adjustment shall be borne by the Contractor at the Contractor's own expense.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.13 CONTINGENCIES

All loss or damage arising from obstruction or difficulties which may be encountered in the prosecution of the work, from the action of the elements, or from any act or omission on the part of the Contractor or any person or agent employed by him shall be borne by the Contractor.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.14 NOTICE AND SERVICE THEREOF

Any notice to the Contractor from the City relative to any part of this contract shall be in writing and considered delivered and the service thereof completed when said Notice is posted, by first class mail to the Contractor at the Contractor's last given address, electronically delivered, or delivered in person to the Contractor or the Contractor's authorized representative on the work.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.15 PROJECT CLOSEOUT

It is the intent of these specifications and contract documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use. The City shall withhold Final Payment and release of retention until ALL of the following items have been completed:

- (A) Completion of all work, including punch-list items and final acceptance of the work by the City.
- (B) Submittal by the Contractor of final pay estimate, which shall show the amount of work performed according to the contract and approved by the City.
- (C) Submittal by the Contractor of all project record documents, including as-built drawings, operation and maintenance manuals, and other records as referenced herein.

- (D) Submittal by the Contractor of the Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion and Warranties.
- (E) Closeout of any and all permits issued to the Contractor by the City or any other agency for the work included in the project.
- (F) Submittal by the Contractor of an Environmental Protection Agency (EPA) Stormwater Pollution Prevention Plan (SWPPP) Notice of Termination (if applicable).

SECTION 104: SCOPE OF WORK

104.1.1 General

REMOVE the last paragraph in its entirety and REPLACE with the following:

Unless otherwise specified in the special provisions, the Contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including, but not limited to, dust and traffic control measures, and to perform all work involved in executing the contract in a satisfactory and workmanlike manner within the specified time.

The Contractor shall at all times during the continuance of the contract prosecute the work with such work force and equipment as is sufficient to complete the project within the time specified.

ADD the following:

The work shall conform to such other drawings relating thereto as may be furnished by the City prior to the opening of proposals, and to such drawings in the explanation of details or minor modifications as may be furnished from time to time during construction, including such minor modifications as the Director may consider necessary during the prosecution of the work.

Scaled dimensions shall not be used in the construction of the work.

All work, as identified in the contract documents, not specifically itemized in the bid schedule that are required for the construction, are to be considered incidental to the project bid amount.

104.1.3 Water Supply

ADD the following:

- (A) The Contractor shall supply adequate, pure, cool drinking water with individual drinking cups for the use of employees on the project. The quality of drinking water shall meet the requirements specified by the Arizona State Department of Health.
- (B) It shall be the responsibility of the Contractor to provide and maintain, at the Contractor's own expense, a supply of water sufficient for the needs of the project and to install and maintain necessary supply connections and piping for the same. Before final acceptance of the completed project, all temporary connections and piping installed by the Contractor shall be removed.
- (C) The Contractor shall apply for a fire hydrant meter for all construction water used if the Contractor desires to obtain water from the City distribution system at any point. All contractors requesting construction water from the City must submit an application for a construction water meter to the Water Distribution

Department. A \$1,000 deposit will be required for hydrant meters. If construction water use occurs during the months of May through September the Contractor shall also include a dust abatement program. Potable water may not be allowed for dust abatement during these months. Potable water can be used to process embankment fill and base materials year round. However, contractors are encouraged to use treated effluent for construction activities. The City has two outlets for effluent, the Sundog Wastewater Treatment Plant and the Airport Wastewater Treatment Plant. The City will provide metered standpipes for effluent at both plants. The Contractor will be required to estimate daily and total potable/effluent water usage for the project as identified on the application for a construction water meter. The Contractor will be responsible for all costs associated with obtaining and delivering construction water.

104.1.4 Cleanup and Dust Control

ADD the following:

(A) Street Sweeping: The Contractor shall be responsible for sweeping the project no less than 4 times a week, or more as deemed necessary by the Engineer, to suppress dust, pick up dirt, soil, and construction debris so it does not travel to a water body or the City's storm drain system. A street sweeping plan documenting the frequency of sweeping, time and dates, route and type of sweeper that will be utilized shall be submitted to the City at the first preconstruction conference. The street sweeper shall be a mechanical sweeper with water applying equipment. No brooms, mechanical brooms mounted on drivable construction equipment or regenerative air sweepers will be accepted without prior approval from the City.

No measurement or payment will be made for street sweeping, unless otherwise provided for in the special provisions or proposal. The cost of street sweeping will be deemed incidental and the cost included in the proposal price for the construction operation to which dust control is incidental or appurtenant.

(B) Waste Disposal, Grading and Material Storage

(1) 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 owners(s) prior to disposing of any surplus materials, waste products, debris, etc., on private property, and shall also obtain the approval of the Director prior to such disposal.

(2) The Director will not approve the filling of ditches, washes, drainage ways, etc., which may in the Director's opinion create water control problems.

(3) The Director will not approve disposal operations, which will, in the Director's opinion, create unsightly and/or unsanitary nuisances.

(4) The Contractor shall maintain the disposal site(s) in a reasonable condition of appearance and safety during the construction period as required by the Director. Prior to final acceptance of the project, the Contractor shall have completed the leveling and cleanup of the disposal site(s) to the satisfaction of the Director.

(5) The Contractor shall obtain a grading permit or any other permit required by the City, Yavapai County or any other county, or State or Federal rules, regulations, laws, ordinances, or any other regulatory authority for all construction operations of the project, including but not limited to the following:

(a) Areas disturbed by the Contractor, including staging areas, borrow areas, waste areas, or material storage areas, located within the City limits that are subject to any requirements of the City Code, COP Land Development Code or COP General Engineering Standards, including but not limited to Section 6.7 – Site Disturbance, Grading and Restoration Standards; and Section 9.6 – Site Disturbance and Grading Permit, of the COP Land Development Code; Chapter 16-2: Drainage Regulations of the City Code; and Articles 2 and 3 of the COP General Engineering Standards;

(b) Areas outside of the City limits that are subject to the requirements of Yavapai County, Arizona Department of Transportation (ADOT), and/or Yavapai-Prescott Indian Tribe (YPIT) for any activities described herein;

(c) The disposal of waste material on private property dependent upon site specific conditions at the waste area(s) and characteristics of the fill in accordance with this section. The fees for a permit for this activity shall not be waived; said fees are incidental to the appropriate bid item(s);

(d) The staging or material storage area(s) that:

(i) Are not City owned property on the project, or

(ii) Require clearing or grubbing in excess of 10,000 square feet

Fees for a permit(s) for this activity shall not be waived; said costs are incidental to the appropriate bid item(s).

(e) Site disturbances for infrastructure improvements on City owned property not within the right-of-way for which the disturbance is greater than 50 cubic yards of material or in excess of 10,000 square feet. The associated fees for grading permits for this activity on City owned property shall be waived.

104.1.5 Final Cleaning Up

ADD the following:

Upon completion of construction and before final acceptance can be made by the Engineer, the Contractor shall clean up each individual construction area to the satisfaction of the Engineer. Small trees, weeds, and brush, which were removed as part of construction work, shall be removed from the project site and properly disposed of. All debris including but not limited to broken pipe, concrete and other construction debris shall be removed from the project site and properly disposed.

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. Restoration of incidental items impacted by construction activity shall be in any and all areas utilized by the Contractor in relation to the project. The Contractor shall restore each individual work site to grades existing before construction work. No separate payment will be made for restoration of items impacted by the Contractor's construction operation and the cost of these items shall be included in the unit prices in the bid schedule.

104.2 ALTERATION OF WORK

ADD the following:

(A) Changes in the Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Director. All such work shall be executed under the conditions of the original contract except that any claim for extension of time and additional cost caused thereby shall be adjusted at the time of ordering such change or extra work.

Extra work shall be that work not indicated or detailed on the plans and not specified. Such work shall be governed by all applicable provisions on the contract document.

In giving instructions, the Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Director, and no claim for an addition to the total amount of the contract shall be valid unless so ordered.

It is mutually understood that it is inherent in the nature of municipal construction that some changes in the plans and specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the contract to recognize a normal and expected margin of change. The Director shall have the right to make such changes, from time to time, in the plans, in the character of the work, and in the termination of the completion of the work in the most satisfactory manner without invalidating the contract.

Any change ordered by the Director which involves installation of work essential to complete the Contract, but for which no basis of payment is provided for herein, said payment therefore shall be subject to agreement prior to said work being performed.

The prices agreed upon and any agreed upon adjustment in contract time shall be incorporated in the written order issued by the Director, which shall be written so as to indicate acceptance on the part of the Contractor as evidenced by the Contractor's signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the contract as it applies to the items in questions and make such arrangements as it may deem necessary to complete the work, or it may direct the Contractor to proceed with the items in question to be reimbursed pursuant to the unit prices in the Contractor's bid or on a force account basis as provided hereinafter, at the City's option.

(B) Claims for Extra Work: If the Contractor claims that any instructions involve extra cost under this contract, he shall give the Director written notice thereof within 48 hours after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for herein. No such claim shall be valid unless so made.

SECTION 105: CONTROL OF WORK

105.1 AUTHORITY OF THE ENGINEER

ADD the following:

All references to "the Engineer" shall mean the City Public Works Director.

105.2 PLANS AND SHOP DRAWINGS

ADD the following:

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

ADD the following subsection to 105.2 Plans and Shop Drawings:

105.2.1 Submittals

In ample time for each to serve its proper purpose and function, the Contractor shall submit to the Director such schedules, reports, drawings, lists, literature samples, instructions, directions, and guarantees as are specified or reasonably required for construction, operation, and maintenance of the facilities to be built and/or furnished under this contract.

Shop drawings and data shall be submitted to the Director in such number of copies as will allow him to retain 4 copies of each submittal. The submittal shall clearly indicate the specific area of the specifications or plans for which the submittal is made. The additional copies received by him will be returned to the Contractor's representative at the job site. The Director's notations of the action, which he has taken, will be noted on 1 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 plans and the fabrications furnished shall be in conformance with the same.

ADD the following subsection to 105.3 Conformity with Plans and Specifications:

105.3.1 Order of Work

When required by the contract documents, the Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for contract items of work and no additional compensation will be allowed therefore.

105.4 COORDINATION OF PLANS AND SPECIFICATIONS

ADD the following:

In the event of any doubt or question arising regarding the true meaning of these specifications, special provisions, or the plans, reference shall be made to the Engineer, whose decision thereon shall be final. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

The contract plans consist of general drawings. These indicate such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the contract plans shall be in writing. The contract plans shall be supplemented by such working or shop drawings prepared by the Contractor as are necessary to adequately control the work. No change shall be made by the Contractor in any working or shop drawing after it has been accepted by the Engineer.

The Contractor shall keep a copy of the contract documents, plans and specifications at the job site, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as a part thereof and the Engineer will furnish from time to time such additional drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

All authorized alterations affecting the requirements and information given on the accepted plans shall be in writing. No changes shall be made of any plan or drawing after the same has been accepted by the Engineer except by consent of the Engineer in writing.

105.5 COOPERATION OF CONTRACTOR

REMOVE the first paragraph in its entirety and REPLACE with the following:

1 set of approved plans and specifications shall be kept available on the work site at all times by the Contractor.

105.6 COOPERATION WITH UTILITIES

ADD the following:

Location of Underground Utilities

- (A) The Contractor shall contact Arizona 811 (formerly Arizona Blue Stake) within the time frame specified under Arizona law and request field location of underground utilities on public and private property. The Contractor shall employ private locating companies for private utilities not found by Arizona 811. At the time these locations have been marked and prior to the commencement of excavation within the affected area, the Contractor shall at the Contractor's expense manually determine the exact location of all buried facilities.
- (B) The Contractor shall notify all affected utilities prior to the start of construction and shall ascertain the location of the various underground utilities either shown on the plans and/or as may be brought to the Contractor's attention.
- (C) The Contractor shall perform all operations in accordance with Arizona 811.
- (D) Utility locations shown on the plans are approximate and based on drawings furnished by the respective utility. It shall be the Contractor's responsibility to protect all existing utilities. Should a utility conflict occur, the Contractor shall cooperate with the said utility to resolve the conflict. No claim for extra costs shall be made against the City for delays due to any utility conflict.
- (E) If performance of the Contractor's work is delayed because the utility owners fail to relocate or adjust their facilities in a timely manner, the Contractor may file for an extension of time. To receive consideration, this request shall contain specific information as to the nature of the delay and the actual loss of time involved.
- (F) The Contractor shall assume full responsibility for damage to all marked utilities due to the Contractor's operations and shall repair the damaged utilities in accordance with regulatory authority requirements at the Contractor's own expense.
- (G) Measurement and Payment: No separate measurement and payment shall be made for the location of underground utilities. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

105.8 CONSTRUCTION STAKES, LINES AND GRADES

ADD the following:

- (A) Construction staking shall be the responsibility of the Contractor. The control for the project is provided in the contract documents. The Contractor shall be held responsible for preservation of control monumentation. If any of the control monumentation have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them will be charged against him and will be deducted from the payment of work.
- (B) The Contractor shall not retain the Engineer of Record for construction staking due to conflict of interest.
- (C) Staking shall be performed and certified by a Registered Land Surveyor in good standing with the Arizona State Board of Technical Registration.
- (D) The staking shall be performed in such a manner and frequency that the Contractor is able to construct the project in accordance with the plans and specifications. At a minimum, staking shall include:
 - (1) Slope or limit stakes
 - (2) Limits of Temporary Construction Easements (TCE)
 - (3) Horizontal and vertical alignment of pipeline

- (4) Valves, tees, horizontal and vertical bends, blow offs, air release valves, tracer wire stations, water meters and hydrant locations
 - (5) Tank and appurtenances
 - (6) Electrical, instrumentation and control facilities, including, but not limited to, antennae pole
 - (7) Site improvements including, but not limited to, retaining walls, curbs, fencing, drainage, chain link fence enclosures, protection posts, gates, etc. The original grade of all retaining walls shall be surveyed and established prior to beginning any earthwork.
 - (8) Cross-sections will be required, at no additional expense to the City, should quantity disputes arise pertaining to the following: earthwork, subgrade, ABC or asphaltic concrete.
 - (9) Curb stakes at all PC's, PT's, vertical PI's (grade breaks), transitions to and from super elevated sections and at 50 foot intervals
 - (10) Blue tops for subgrade and ABC at intervals specified for curb. Quarter crown blue tops shall be required when the typical section is 4 lanes or more without median curb.
 - (11) Other staking as needed to complete the work in conformance with the plans and specifications.
- (E) The Engineer and the Contractor's superintendent shall meet monthly or as necessary to jointly measure all work items under the contract to determine pay quantities for each pay period. Quantities of work items shall be documented on the respective plan sheets and separately in tabular fashion with Station to Station measurements noted to assure there is no duplication of payment for work performed. Measurements will be for work actually completed. No projections for expected completion of work will be allowed.
- (F) All survey data will be referenced to the City Coordinate System in accordance with the City Survey Datum Requirements as noted below.

CITY OF PRESCOTT SURVEY DATUM REQUIREMENTS		
Coordinate Units		International Feet
Distance Units		International Feet
Height Units		International Feet
Datum		
Geodetic (Horizontal) Datum		North American Datum of 1983 (1992), (NAD83 (1992))
Coordinate System		Arizona Coordinate System (State Plane)
Zone		Central (0202)
Vertical Datum		North American Vertical Datum of 1988, (NAVD88)
Geoid Model		GEOID99 (Conus)
City of Prescott Coordinate System (COPCS) – Conversion from State Plane		
COPCS Northing		(State Plane Northing x 1.000329975) – 701,456.0090
COPCS Easting		(State Plane Easting x 1.000329975) + 69,457.2499
Note: Distances computed between COPCS coordinates approximate “ground” distances		
State Plane – Conversion from City of Prescott Coordinate System		
State Plane Northing		(COPCS Northing + 701,456.0090) x 0.999670134
State Plane Easting		(COPCS Easting – 69,457.2499) x 0.999670134
Example – City of Prescott Mingo Base		
Latitude		34°34'29.27969" N
Longitude		112°28'48.72638" W
Height		5587.018'
State Plane Coordinates		City of Prescott Coordinates
Northing	1,301,026.703	600,000.0000
Easting	530,367.742	600,000.0000
Elevation	5,673.561'	5,673.955'

(G) **Measurement and Payment:** The quantity of construction staking measured for payment shall be the lump sum bid by the Contractor. The contract unit price per lump sum paid for construction staking shall be full compensation for all labor, materials, and equipment to perform the construction staking as described in this section.

105.9 DUTIES OF INSPECTOR

ADD the following:

An inspector is to be assigned to the project by the City to monitor the project and to keep the Engineer informed as to the progress of the work and the manner in which it is being done. Additionally, the Inspector will call the Contractor's attention to any nonconformance with the plans and specifications. Inspection will be done on an as needed or on-call basis. The Inspector will not be authorized to approve or accept any portion of the work. The Inspector will exercise such additional authority only as may from time to time be delegated to him by the Engineer.

105.10 INSPECTION OF WORK

ADD the following:

Inspection is to be done by the City Public Works Department. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the specifications and contract. If the Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the part removed will be paid for as provided in Sections 104 and 105 of these specifications, but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense.

105.15 ACCEPTANCE

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Partial Acceptance: Partial acceptance may be given upon substantial completion of the work at the sole discretion of the Engineer as provided herein. After completion of certain units of work under this contract, such as a structure, utility service, or a section of road or pavement, including all testing and other preparation necessary for operation of the unit by the City as herein specified, but prior to final project completion, the Contractor may request the Engineer to make final inspection of that work for partial acceptance. If the Engineer finds, upon inspection, that the work has been satisfactorily completed in compliance with the contract, the Engineer may accept the work, in writing, as being completed and the Contractor may be relieved of further responsibility for that work. Such partial acceptance shall in no way void or alter any terms of the contract.

(1) For the purpose of this section, substantial completion shall mean that stage in the progress of the work where the work or designated portion is sufficiently complete in accordance with the contract documents so that the City can occupy or utilize the work for its intended use with only minor work items or cleanup items remaining to be accomplished. Partial acceptance shall not be given for incomplete major work items nor minor work items affecting public health and safety.

(2) The units to be included for partial acceptance prior to final project completion will be noted at the time of the preconstruction conference in accordance with Contractor's schedule, or by written notice to the Contractor at the earliest possible time.

(3) The guarantee period for these units shall commence with the date of final acceptance of the entire project by the City. Full payment for these units will not be made until final acceptance of the total work is made.

(4) Acceptance of any portion of the project prior to acceptance of the whole shall not be construed as absolving the Contractor of responsibility for any item of construction or incidental work included in the original contract.

(5) Contract time accounting and/or assessment of liquidated damages shall be suspended on the date of partial acceptance and the Contractor shall complete all remaining work items necessary for final acceptance within 30 calendar days of the date of partial acceptance. The City shall withhold release of retention until all items under the contract have been completed and final acceptance has been issued.

ADD the following subsection to Section 105- Control of Work:

105.16 RECORD DRAWING PREPARATION AND COORDINATION

(A) As-built field data collection and preparation of record drawings will be performed by the Engineer. The Contractor shall notify the Engineer as required in this section, provide access to the work, and cooperate with the Engineer to gather information to accurately depict the as-built conditions. During the construction phase and prior to any backfilling or covering and subsurface improvements, the Contractor shall notify the Engineer of Record and the Engineer of Record will survey the work for the purpose of record drawing preparation. As-built measurements and surveying shall be performed and certified by a Registered Land Surveyor in good standing with the Arizona State Board of Technical Registration. The Engineer shall supply all horizontal and vertical as-built data in ASCII format, including a northing, easting, elevation and description of all work completed under this contract. The Contractor shall aid the Engineer in determining and providing this information. As-built data shall include, but not be limited to all items noted below.

(1) Grading and Drainage Plans

- (a) Finished pad grades: An Average pad grade may be used if the pad is not flat. Pad elevations shall not exceed plus 0.5 feet tolerance (plus 0.2 feet if located adjacent to an existing development). Pad elevations shall not exceed minus 0.2 feet tolerance (0.1 feet if located in a floodplain or adjacent to a wash or channel).
- (b) Flow line elevations of channels
- (c) Hinge point elevations on all slopes and grade breaks
- (d) Percentage of all slopes, flow lines and channels
- (e) Catch basin grates elevation at top of grate
- (f) Inverts of storm drain lines and headwalls
- (g) As-built elevations shall be provided at all drainage control point (i.e. detention overflow point, tops and bottoms of detention basins, drain rims, valley gutters, curbs, curb openings, flow line elevations in swales, etc). As-built enough spot elevations to verify the design intentions are met (i.e. grade breaks, high/low points, scuppers, extreme outfall, etc). Show the direction of drainage flow to illustrate that design intent has been met.
- (h) Provide calculations to verify that actual as-built volume of all detention facilities included on the as-builts, as well as a table which compares the as-built volumes with the approved, required volumes indicated on the design drawings or in the approved drainage report
- (i) Detention calculations shall be revised to as-built condition by the Engineer of Record
- (j) Flow line elevations and/or pipe inverts, grate elevations for catch basins, underground detention storage tanks, and all other drainage structures
- (k) Top of flood walls, retaining walls, and cutoff walls
- (l) Stations, offsets, and invert elevations for spillways and box culverts
- (m) When storm drain lines and appurtenances are included in the grading and drainage drawings, the Contractor shall refer to the storm drain plan record drawing requirements for additional required items

(2) Water/Fire/Reclaimed Water Plans

- (a) All fittings and appurtenances shall be surveyed, including but not limited to the following: valves, bends, tees, reducers blow offs, air release valves, tracer wire stations, water meters, and hydrant locations.

- (i) Valves shall be measured on the nut and center of the cover. If extensions are used, the length of the extension shall be noted.
 - (ii) All fittings shall be measured at the middle of the fitting.
 - (iii) Air release valves shall be measured at the main connection, the air release box, and any major alignment changes between the two.
 - (b) Pipe sizes, lengths and materials
 - (c) Horizontal and vertical separation from existing and new utilities and drainage culverts/storm drain
 - (d) Street centerline station and offset dimension to:
 - (i) All fire hydrants and fittings (e.g. valves)
 - (ii) Main at all changes in alignment
 - (iii) All horizontal control points (e.g. centerline intersects, PC, PT)
 - (e) Centerline station and offset to each service tap; size of tap and meter
 - (f) Note centerline station, offset and elevations to all changes in vertical alignment (e.g. dips, bends, etc. required to avoid conflicts with other utilities). If the water main continues in a straight horizontal and vertical alignment for more than 100 feet, the water main will be surveyed every 100 feet. Sufficient survey measurements shall be taken on horizontal and vertical curves to establish an accurate alignment.
 - (g) The drawings must clearly indicate the specific points of reference. No dimensioning from points of curvature or tangency is acceptable for record drawing purposes. In all cases where the pipeline is constructed within, or parallel in close proximity with the right-of-way, all stationing and dimensioning must be from the nearest appropriate monument line and monument line intersection.
 - (h) When water services are not installed perpendicular to the water main, both the location of the tap at the main and the distance of the meter set from the nearest side property line of the lot must be shown.
 - (i) On phased projects, the phase lines must be clearly shown on the key map and on the plan and profile sheets, and their locations clearly identifiable. Actual pipe end locations relative to phasing lines must be shown by dimensioning or stationing.
 - (j) A complete list of all materials installed and abandoned must be shown. The specific size and material type of each pipeline installed must be shown at every construction reference to that pipe. Any changes to the record drawing must be reflected on the materials list.
 - (k) Water tank and appurtenances
 - (i) Required information for water tanks include, but are not limited to finished floor elevations, footing elevations, inlets, outlets, drains and overflow locations.
 - (ii) Required information for site piping and appurtenances shall follow the requirements of this section.
 - (iii) Manufacturer detail drawings for tanks shall be supplied and sealed by a Registered Engineer.
- (3) Sewer Plans

- (a) The alignments of the main(s) including all horizontal and vertical curves. If the sewer main continues in a straight horizontal and vertical alignment for more than 100 feet, the sewer main shall be surveyed every 100 feet. Sufficient survey measurements shall be taken on horizontal and vertical curves to establish an accurate alignment.
- (b) All manholes, cleanouts, backwater valves, individual services, lift stations, and force main valves shall be surveyed. Structures shall have rim and invert elevations included.
- (c) Pipe sizes and lengths
- (d) Recalculated pipe slopes
- (e) All valves at lift stations and line or isolation valves on force mains shall be measured on the nut and the center of the cover or vault lid.
- (f) Separation from existing/newly installed water main and culverts
- (g) Street centerline station and offset dimension from street centerline to main at manholes
- (h) Sewer line stationing at centerline of each service tap at 90 degrees to main; if not installed at 90 degrees to main, station and offset to end of each service tap.
- (i) New manholes built on existing lines require showing its station from the nearest existing downstream manhole and its distance to the nearest existing upstream manhole.
- (j) Where construction begins with removal of an existing pipe plug or cleanout, 0+00 stationing always begins at the nearest existing downstream manhole. Pipe length measurement and stationing is always from the centerline of the downstream manhole to the centerline of the upstream manhole or cleanout. Do not give partial pipe lengths in plan or profile at match lines. Always indicate the distance between manholes or to cleanouts or pipe ends.
- (k) All as-built adjustments to manhole, cleanout and pipe information shall be shown on both plan and profile, and repeated on every sheet that refers to the same information.
- (l) A complete list of all materials installed and abandoned must be shown. The specific size and material type of each pipeline installed must be shown at every construction reference to that pipe. Any changes to the record drawing must be reflected on the materials list.
- (m) On phased projects, the phase lines must be clearly shown on the key map and on the plan and profile sheets- and their locations clearly identifiable. Actual pipe end locations relative to phasing lines must be shown by dimensioning or stationing.

(4) Paving/Roadway Construction Plans

- (a) Top of curb, flow line, and pavement centerline elevations at all grade breaks, Points of Tangency (PT), Points of Curvature (PC), Beginning Curb Return (BCR), and Ending Curb Return (ECR), valley gutters, spandrels at intersections, plus any other location necessary to adequately show drainage
- (b) Percentage of slope
- (c) ADA ramps including ramp slopes
- (d) Edge of pavement on rural road sections
- (e) Location of traffic signage, signals, poles and cabinets
- (f) Station for all grade breaks

- (g) Back of curb offset dimension at all changes in alignment
- (h) Survey monuments - as-built installation and provide the City Northing/Easting to the hundredth of 1 foot. For street monuments, provide top of monument as-built elevation in addition.
- (i) Distances from monument line to back/face of curb, edge of pavement, and sidewalk; show on plan view or typical detail for street section
- (j) Beginning and ending stations and elevations for all traffic calming devices
- (k) Stations, offsets, and invert elevations for spillways and box culverts
- (l) Flow line elevations and/or pipe inverts, grate elevations for catch basins, underground detention storage tanks, and all other drainage structures
- (5) Traffic Signal Plans
 - (a) Street centerline station and offset dimension to all fixture poles, cabinets, boxes, or other signal related furniture
 - (b) Horizontal location of conduit along with elevations to top of conduit
- (6) Signing and Striping Plans
 - (a) Street centerline station and offset dimension to all signage, painted arrows, wording, and symbols
 - (b) Face of curb dimensions to all striping
- (7) Storm Drain Plans
 - (a) Street centerline station and offset dimension to the main at all changes in alignment and/or changes in grade
 - (b) Street centerline station and offset dimension to all structures and changes in alignment
 - (c) Top and invert elevations for all structures
 - (d) Drainage pipe inverts
 - (e) Finish elevation for catch basins
 - (f) Invert elevations of box culverts
 - (g) Headwall data shall include top of wall/wingwall, footing elevations, inverts, and apron boundaries whether concrete or rip-rap
 - (h) Length of catch basin wings
 - (i) Drainage ditches, swales, and channels; the flow line and sufficient cross sections (minimum of 50 foot intervals) including grade changes, shall be provided
- (8) Landscaping
 - (a) Revise as needed to reflect the addition, removal, relocation or change of irrigation main lines, plant materials or hardscape
- (9) Street Light Plans
 - (a) Record drawings for street lights are required to have the Arizona Public Service (APS) ID number of each street light noted on the plan

(b) Street centerline stationing and offsets for street lights

(B) Prior to backfilling or covering any work, the Contractor shall notify the Engineer 48 hours in advance in writing for the item of work. The minimum 48 hours notice time shall not include weekends or holidays. The notification shall be via e-mail to both the City and the Engineer.

(C) The Contractor must provide access for the Engineer to verify all as-built information prior to backfilling or covering. The Contractor shall not backfill or cover an item of work until verification has been completed by the Engineer. If the Contractor backfills or covers an item of work prior to being measured or recorded by the Engineer, the Contractor at the direction of the Engineer shall uncover the item of work at no additional cost to the City.

(D) The Contractor shall maintain on site, available to the City and Engineer at all times, 1 redlined copy of all project plans and documents including drawings, specifications, addenda, approved shop drawings, and change orders which reflect all changes and modifications made during construction of the project. The redline copy shall be updated on a weekly basis in preparation for the weekly as-built field meeting. The Contractor shall maintain the plans and documents in good order and shall provide the Engineer with a redlined copy of all plans and documents upon completion of the project or upon termination of the contract.

(E) Weekly field meetings with the Contractor, Engineer and City shall occur to review as-built information for conformance with the specifications. The Contractor shall provide the Engineer with a schedule of work items to be constructed in the upcoming 30 day period, including approximate dates of installation prior to backfilling or covering. The Contractor field redlines will be reviewed for notation of changes in the work. Missing, erroneous or deficient data must be corrected by the Contractor at no additional cost to the City.

(F) Measurement and Payment: No separate measurement and payment shall be made for record drawing preparation and coordination. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

SECTION 106: CONTROL OF MATERIALS

106.1 SOURCE OF MATERIALS AND QUALITY

ADD the following:

The Contractor shall submit in writing all materials to be used in the project in accordance with ADOT Specifications 106 and 730-4.

Where equipment, materials, or articles are referred to in the specifications as “or equal”, or “equal to” any particular standard, the Director shall decide the question of equality.

Wherever any standard published specification is referred to, the latest edition or revision, including all contract amendments, shall be used unless otherwise specified. Materials of a general description shall be the best of their several kinds, free from defects, and adapted to the use for which provided. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials (ASTM), where applicable. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted.

All work shall be done and completed in a thorough, workmanlike manner notwithstanding any omission from these specifications or from the plans; and it shall be the duty of the Contractor to call the Director's attention to apparent errors or omissions and request instructions before proceeding with the work. The

Director may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original specifications or plans.

Materials which will require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection.

Nothing in the contract shall be construed as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the City upon being so attached or affixed and accepted.

106.2 SAMPLES AND TESTS OF MATERIALS

REMOVE the second paragraph in its entirety and REPLACE with the following:

The City will pay for the initial or normal test required by the Engineer as provided by Section 106.9 of these specifications. All Quality Control initial or normal testing will be performed by the Contractor's Quality Control subcontractor, at no cost to the City. Additional tests, required due to failure of the initial or normal test(s), shall be paid for by the Contractor for both Quality Control and Quality Assurance testing. The Engineer will designate the laboratory which will accomplish the additional test(s).

106.4 TRADE NAMES AND SUBSTITUTIONS

ADD the following:

Requests relative to substitutions for materials or equipment specifically designated on the plans or in the specifications shall be accompanied by complete data on which the Director can make determination on the merits of the proposed substitution. The written request shall state how the product proposed for a substitution compares with or differs from the designated product in composition, size, arrangement, performance, etc., and in addition, the request shall be accompanied by documentary evidence of equality in price and delivery or evidence of difference in price and delivery. Data on price shall be in the form of certified quotations from suppliers of both the designated and proposed items. All items accepted for substitution shall be subject to all applicable provisions of the specifications.

Should substitution be allowed under the foregoing provisions, and should the item subsequently prove to be defective or otherwise unsatisfactory for the service for which it was intended, the Contractor, shall without cost to the City, and without obligation on the part of the Director, replace the item with the material originally specified.

106.5 STORAGE OF MATERIALS

ADD the following:

Protection of materials and equipment stored on the site shall be the responsibility of the Contractor. The City reserves the right to direct the Contractor to provide proper means of protection for materials if such is deemed advisable by the Director; however, the exercise of or failure to exercise this right shall not be deemed to relieve the Contractor of the Contractor's primary responsibility for protecting the material and equipment. The Contractor shall provide suitable warehouses or other adequate means of protection for such if the materials and equipment require storage and protection. The Contractor shall store and care for the materials and equipment in the most suitable manner to protect them from distortion, rain, dust, or other damage. The cost of replacing any material or equipment damaged in storage shall be borne by the Contractor, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve the Contractor of the Contractor's primary responsibility.

No motor shall be left uncovered or unprotected.

ADD the following subsection to Section 106- Control of Materials:

106.9 QUALITY ACCEPTANCE TESTING

- (A) The Engineer may provide quality acceptance sampling and testing. The number of tests and location of each shall be determined by the Engineer.
- (B) The Contractor and the Engineer's representative shall coordinate on a daily basis the following day's work schedule and any testing that may be necessary.
- (C) Construction quality acceptance testing performed by the City 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.
- (D) Measurement and Payment: No separate payment shall be made for Contractor Quality Control. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items. An independent geotechnical firm shall perform all quality control testing. The Contractor shall furnish copies of all test results to the City on a weekly basis.

The expense of the initial quality acceptance sampling and testing shall be paid for by the City. Additional tests, required due to failure of the initial or normal test(s), shall be paid for by the Contractor for both Quality Control and Quality Assurance testing at no expense to the City. The Engineer will designate the laboratory which will accomplish the additional test(s).

SECTION 107: LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

ADD the following subsection to 107.1 Compliance with Laws:

107.1.1 Compliance with Federal and State Laws

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with 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, the Contractor hereby warrants to the City that the Contractor and each of its 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 Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the subcontractors to ensure compliance with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any of the subcontractors 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 (A).

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by building or transportation facility or improvement to real property.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.2 Employment Provisions

Subject to existing law, and regulations, illegal or undocumented aliens will not be employed by the Contractor for any work or services to be performed pursuant to this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract. The Contractor agrees to comply with the provisions of Sections 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C. 1324a(a)(1)(A) and 1324a(a)(2)) (the “INA employment provisions”), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented aliens. Under the terms of this agreement, the Contractor shall not knowingly hire or employ for any work performed pursuant to this contract any workers or employees not lawfully authorized to work under the provisions of the Immigration and Nationality Act or any other applicable Federal or State laws. Violation of the provisions of this section shall be deemed a material breach of this contract.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.3 Independent Contractor Status

It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.4 Nondiscrimination

The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited

by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.5 Americans with Disabilities Act

The Contractor shall comply with all Federal, State and local nondiscrimination statutes in the operation, implementation and delivery of, including State and Federal civil rights and disabilities laws. In particular the Contractor shall ensure that the City's obligations for program, facility and service accessibility in Title II of the Americans with Disabilities Act are complied with in all activities arising under this contract, and shall hold harmless the City for any and all loss, including but not limited to damages, costs or expenses, incurred or arising from any alleged violations of the Americans with Disabilities Act under the auspices of this contract unless resulting from an intentional or actual negligent act of the City and its employees. Failure to comply with the nondiscrimination or accessibility requirements herein shall be construed as nonperformance and may result in termination of funding, civil action or both.

ADD the following subsection to 107.2 Permits:

107.2.1 Permits, Taxes and Licenses

Except as otherwise provided in the specifications, it is the duty of the Contractor to procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. All applicable permits, licenses and taxes are the responsibility of the Contractor.

City permit fees are waived for contractors performing work on City capital improvement projects.

107.5 SAFETY, HEALTH AND SANITATION PROVISIONS

REMOVE the first paragraph in its entirety and REPLACE with the following;

The Contractor shall provide and maintain, in a neat and sanitary condition, suitable and adequate sanitary conveniences for the use of all persons employed on the project. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the project, all such sanitary conveniences shall be removed and the premises left in a sanitary condition.

On all projects, with respect to sanitation facilities, for which Federal funds are allocated, the Contractor shall cooperate with and follow directions of representatives of the Public Health Service and the Arizona State Department of Health. Federal, State and County public health service representatives shall have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

ADD the following:

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

At least 1 fire extinguisher, rated at least 2A, shall be provided on the job site.

All construction hoists, elevators, scaffolds, stages, 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.

Machinery, equipment and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Administration.

First aid facilities and information posters conforming at least to the minimum requirements of the Occupational Safety and Health Administration shall be provided in a readily accessible location or locations.

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 make all reports as are, or may be, required by the Engineer or any authority having jurisdiction, and permit all safety inspections of the work being performed under this contract. Before proceeding with any construction work, the Contractor shall take all the necessary action to comply with all provisions for safety and accident prevention. In the event the Contractor fails to comply with said safety provisions or directions of the Engineer, the Engineer without prejudice to any other rights of the City, may issue an order stopping all or any part of the work.

Thereafter, a start order for resumption of the work may be issued at the discretion of the Engineer when in the Engineer's opinion the defection from safety requirements has been corrected. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

107.6 PUBLIC CONVENIENCE AND SAFETY

ADD the following:

(A) Maintenance of Traffic

(1) Unless otherwise provided, streets and roads subjected to interference by the prosecution of work shall be kept open to all traffic and maintained by the Contractor until the work is complete. When so requested by the Contractor and approved by the Engineer, the Contractor may by-pass traffic over an approved detour route. Regardless of whether it is through or local traffic, the Contractor shall keep the portion of the project being used by traffic in such condition that traffic will be adequately accommodated. A City approved traffic control plan and right-of-way permit is required prior to the detour.

(2) The Contractor shall also provide and maintain in a safe condition temporary approaches or crossings, intersections with trails, roads, streets, businesses, parking lots, driveways residences, garages and farms. The Contractor shall also be required to remove snow as directed by the Engineer.

(3) Before any detour is opened to traffic, the Engineer shall have been satisfied that traffic is able to proceed in a safe manner.

(4) The Contractor shall bear all expense of maintaining traffic over the road being improved as well as constructing, maintaining and subsequently removing the Contractor requested detours, approaches, crossings, intersections and other features as may be necessary without any direct compensation.

(5) Except as otherwise shown or specified, off-site access roads shall be adequately maintained, graded-earth roads. Such roads shall be built only in the public right-of-way or easements obtained by the City. If the Contractor elects to build along some other alignment, he shall obtain, without additional cost to the City, the necessary right-of-ways or easements.

(6) The Contractor shall remove all unnecessary signage from the project area daily. If unnecessary signage is left, the City will contact the Contractor to remove it immediately. If the Contractor fails to remove the signage in a timely manner, the City will remove the signage at the Contractor's expense.

(7) Sidewalks shall be maintained to allow pedestrian foot traffic without obstruction. If a sidewalk must be closed, the Contractor shall maintain adequate prior warning for pedestrians to safely cross the street with as much advance notice as possible. Where sidewalk is not present, a City approved pedestrian detour shall be provided.

(B) Access to Businesses/Residences

(1) The Contractor shall provide to all residents and businesses affected by the project, access to 1 of their driveways at all times except as modified by the following: If the 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. The Contractor shall provide the Engineer with signed evidence of a mutually accepted agreement between the property owner/business manager/residential manager and the Contractor prior to said closure.

(2) Direct access shall be provided at all times to fire engine houses, fire hydrants, hospitals, police stations and at all other agencies or services where emergencies may require immediate access to same.

(C) Safety

(1) The safety and convenience of the general public and the residents along the project and the protection of persons and property shall be provided for by the Contractor in accordance with the requirements of this contract.

(2) The Contractor shall submit a safety plan to the Engineer at the preconstruction conference. The plan shall detail the procedures the Contractor will implement to satisfy the Occupational Safety and Health Administration (OSHA) and the Arizona Division of Occupational Safety and Health (ADOSH) Guidelines related to the worker as well as public safety in construction of excavations, structures and confined air spaces as identified by the Engineer. The Contractor's safety plan shall include the requirement that all workers and visitors must wear hard hats while within the project limits.

(3) The safety plan submitted by the Contractor shall include proposed methods to prevent unauthorized persons from gaining access to the work areas.

(4) In conjunction with the safety plan, the Contractor shall furnish and install 72 inch temporary chain link fencing, or approved equal satisfactory to the Engineer, around any unattended excavation deeper than 4 feet with slopes steeper than 2:1. Temporary fencing shall completely enclose the referenced construction activity and shall be secured after normal working hours to prevent unauthorized access.

(5) Unless otherwise approved in writing by the Engineer, open utility trenches shall be limited to 50 feet in length except for cast-in-place pipe installations and during non-working hours shall be covered with steel plate in a manner satisfactory to the Engineer. Appropriate warning signs shall be installed when steel plates are left during non-work hours. Any traffic control signing shall be included in the traffic control line item(s) for the project.

107.6.1.1 Contractor's Marshaling Yard when the Agency is the Contracting Party:

ADD the following to item (F):

The Contractor will be fully and solely responsible for any and all adverse impacts and damages caused by the Contractor's operations on the property and the settlement of all claims pertaining thereto. The failure of the Contractor to comply with these provisions will result in the retention of some portion of the Contractor funds, payable under the contract, until such claims are resolved.

107.6.2

ADD the following:

In inhabited areas, particularly residential, operations shall be performed in a manner to minimize unnecessary noise generation. Particular consideration shall be given to noise generated by construction, repair and/or service activities during the night hours in residential areas. No construction, repair or service activities shall be conducted between the hours of 6:00 PM and 7:00 AM, without prior approval of the City.

107.7 BARRICADES AND WARNING SIGNS

ADD the following:

Excavations on project sites from which the public is to be excluded shall be marked or guarded in a manner appropriate for the hazard.

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 agents.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

ADD the following to the first paragraph:

Any land monuments and property marks displaced by the Contractor shall be replaced at the Contractor's expense in accordance with Section 405 of these specifications and to the City Surveyor's satisfaction, including filing of new record of survey if monuments could not be reestablished to pre-project conditions.

ADD the following:

The Contractor shall replace or repair any damage done to driveways and walks to not less than the condition existing prior to the Contractor's work.

Streets and roads subjected to interference by the prosecution of this work shall be kept open and maintained by the Contractor until the work is completed.

All trees and shrubbery within the right-of-way or easements shall be protected by the Contractor insofar as practicable. In the event shrubbery or trees must be trimmed, or removed, the Contractor shall notify the property owner to do so within a reasonable time prior to construction. All shrubbery or trees not removed by the property owner shall be trimmed or removed by the Contractor and hauled from the job at the Contractor's expense. All trees, shrubs, hedges, brush, etc. designated on the plans, or by the Director for removal, shall be completely removed and disposed of as indicated on the plans or as specified by the Director.

The Contractor shall contact the owners of any drainage ditches, irrigation lines, and appurtenances, which interfere with the work and shall make arrangements for dry-up or scheduling of water deliveries as necessary. The Contractor shall be liable for any damage due to irrigation facilities damaged by the Contractor's operations and shall repair such damaged facilities to an "equal or better than" original condition.

In excavation, fill, and grading operations, care shall be taken to disturb the pre-existing drainage pattern as little as possible. Particular care shall be taken not to direct drainage water onto private property or into streets or drainage ways inadequate for the increased flow.

Mailboxes and traffic signs removed during construction shall be installed in "like kind" and shall be considered incidental to the unit prices for work included in the bid schedule, provided they are not in the bid schedule.

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

Measurement and Payment: No separate payment will be made for restoration of items impacted by the Contractor's construction operation and the cost of these items shall be included in the unit bid prices in the bid schedule, unless specifically called out in the bid schedule as protection and restoration of property and landscape.

107.10 CONTRACTOR'S RESPONSIBILITY FOR WORK

ADD the following:

(A) The Director shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the contract. The Contractor shall immediately comply with the written order of the Director to suspend work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as reviewed and accepted in writing by the Director.

(B) In case of suspension of work for any cause whatsoever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

(C) If the performance of all or any portion of the work is suspended or delayed by the Director in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Director, in writing, a request for an adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(D) Upon receipt, the Director will evaluate the Contractor's request. If the Director agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Director will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Director's determination whether or not an adjustment of the contract is warranted. In the event an adjustment of the contract is warranted a contract amendment shall be executed by both parties evidencing mutual agreement to same.

(E) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time limits prescribed.

(F) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

Add the following subsection to 107.13 Personal Liability of Public Officials:

107.13.1 Non-Responsibility of the City

Indebtedness incurred for any cause in connection with this work must be paid by the Contractor, and the City is hereby relieved at all times from any indebtedness or claim other than payments under terms of the contract.

ADD the following subsection to Section 107- Legal Regulations and Responsibility to Public:

107.15 PUBLIC RELATIONS

107.15.1 Public Notice

Unless otherwise directed, the Contractor shall issue written notification to those residents affected by the project. The notification shall contain, at a minimum: (1) Type of Work (2) Contractor Name, Phone Number and Point of Contact (3) Duration of Project (4) Date Project Commences (5) Description of the Project Site (6) Contractor's After-hours Point of Contact and Phone Number.

The Contractor is required to post public notification signs at all entrances to the project specifying the following information: (1) Project Name and Description (2) Construction Calendar (3) Contractor Name and Phone Number for both Day and Night (4) City Public Works (928) 777-1130.

The sign size and legend shall be appropriate for the intended purpose and be easily read. Sign background shall be blue with white letters. The sign size and legend content shall be approved by the Director prior to sign manufacture. All signs shall be posted prior to commencement of any work on the project. Signs will be removed by the Contractor upon final acceptance of the project. No direct payment shall be made for said signs. The cost of such signs shall be considered incidental to the project, unless otherwise noted.

107.15.2 Community Relations Organization

The Contractor shall be required to furnish a private telephone line to be used solely for receiving incoming calls from local citizens with questions or complaints concerning construction operations or procedures. The Contractor shall be required to publish this telephone number and maintain a 24 hour answering service. The answering service shall be manned by the Contractor's personnel during all hours during the course of construction that there is work being performed on the project. The Contractor shall maintain a log of incoming calls, responses, and action taken, which shall be submitted to the Engineer weekly and upon request.

The Contractor shall retain the services of a community relations organization for the project. The Contractor shall submit for approval, to the Engineer, the resume of the proposed community relations organization. Included in the resume shall be the names and credentials of the staff. The community relations organization shall be proactive and knowledgeable in the means and effectiveness of various notification techniques. The Engineer will rely on the organization's experience and suggestions in the presentation of information to the public. The Engineer will review the resume and possibly interview the organization. The Engineer will notify the Contractor within 10 calendar days of the acceptability of the community relations organization. Upon notification by the Engineer of an acceptable community relations organization, the Contractor shall hire the organization.

The community relations organization's activities shall include, but not necessarily be limited to:

- Printing and distribution of public notices
- Providing media news releases after review by the Engineer
- Planning and attending other public meetings as required by the Engineer
- Planning or otherwise participating in the dedication ceremonies as requested by the Engineer

- Possess the means for the development and fabrication of newsletters, notices, posters and demonstration boards
- Providing telephone “Hot Line” 24 hour service

The Contractor shall have a community relations organization on board prior to the preconstruction conference, a meeting in which the community relations organization will have an important participatory role.

The community relations organization shall develop a community relations program. The program shall include but not necessarily be limited to:

(A) Distributing a preconstruction information letter to all residents, businesses, schools and churches affected by the project or use of staging areas, and within an area determined by the Engineer, which shall contain, as a minimum, the following information:

- Name of contractor
- A 24 hour informational telephone number
- Brief description of project
- Names of project manager and superintendent (Contractor)
- Name of project engineer (Public Works Department)
- Construction schedule including anticipated work hours
- Traffic regulations including lane restrictions
- Time and place for the preconstruction conference. This notification shall be delivered a minimum of 5 working days prior to the meeting date.

(B) Holding a preconstruction community meeting with affected neighbors, businesses, schools, churches, etc., as directed by the Engineer.

(C) Scheduling and conducting progress meetings, as required, with the affected business tenants and property owners, as directed by the Engineer.

(D) Printing and mailing of public notices and/or newsletters, including a list of the names, addresses and receipt of postage or delivery for recipients of these newsletters and/or notifications.

(E) Holding other public meetings, as required by the Engineer.

(F) The community relations organization shall use the means (Items A through E) or others to inform the local citizens of operations which may create changes to the norm such as high noise levels, road closures, limited access, haul routes, changes to material delivery routes, unusual hours of construction, disruption of bus routes or changes to other passenger delivery/pick-up routes.

(G) Newsletters shall be distributed each month. A final draft shall be submitted to the Engineer for review and approval at least 2 days before the planned distribution. Each distribution area shall be approved by the Engineer. Each distribution shall include 1 electronic copy and 12 hard copies for the Engineer.

(H) The community relations organization shall keep daily personnel time logs which shall include the name of the employee, date of work, amount of time worked, description of work performed and project number.

Measurement and Payment: The bid schedule includes an allowance for public relations for the purpose of encumbering funds to cover the cost of public relation services. The amount of the allowance is determined

by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total bid for the project.

It shall be understood that this allowance item is an estimate only. The allowance shall not be used without approval of the Engineer, and in no case shall exceed the allowance.

Reimbursement for public relations shall be based on the community relations organization invoice cost, plus an allowable markup to the prime Contractor of 15 percent, for those services approved by the Engineer.

107.15.3 Publicity Releases

The Contractor and the Contractor's subcontractors and suppliers, if any, shall not reveal to others through literature, brochures, or other types of publicity releases any information regarding the work or the Contractor's activities or participation on the project without prior written approval from the Director. Any and all jobsite photographs taken by the Contractor, subcontractor or others must be processed in duplicate form with copies provided to the Director. No project photographs shall be released to others without prior written approval of the Director.

ADD the following subsection to Section 107- Legal Regulations and Responsibility to Public:

107.16 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

The project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) stormwater requirements for construction sites under the Environmental Protection Agency (EPA) delegation to ADEQ for the Construction General Permit for Arizona. The following specifications shall apply:

(A) General Requirements

The Contractor shall comply with AZPDES stormwater requirements for construction sites under the ADEQ Construction General Permit for Arizona. Under provisions of that permit, the Contractor shall be designated as permittee and shall be responsible for providing the necessary labor and materials, and for taking the appropriate measures to assure compliance with the AZPDES Construction General Permit for Arizona as well as other Federal, State and local requirements pertaining to stormwater discharges. As the permittee, the Contractor is responsible for completing, in a manner acceptable to ADEQ, all documents required by this regulation including the following:

- (1) The SWPPP shall be sealed by a professional engineer licensed in the State of Arizona.
- (2) The SWPPP for the project including certification form. The Contractor will be required to update and revise the SWPPP as necessary throughout the construction of the project in order to assure compliance with ADEQ permit requirements. The completed SWPPP shall be kept on the project site at all times during construction of the project.
- (3) Notice of Intent (NOI) to be covered by AZPDES Construction General Permit for Arizona including certification of signature.
- (4) Notice of Termination (NOT) of coverage under AZPDES Construction General Permit for Arizona (upon project completion).

ADEQ's website <http://www.azdeq.gov/node/524> provides guidance for NOI submittal and SWPPP templates.

(B) Submittals

(1) Preliminary copies of the NOI and SWPPP shall be submitted to the Engineer at the time of the preconstruction conference. Any necessary revisions to the SWPPP shall be subject to review by the Engineer, before submitting to ADEQ.

(2) The Contractor shall submit completed, signed NOI forms to ADEQ at least 48 hours prior to the initial start of construction on the project. The completed, signed NOI form shall be submitted to ADEQ.

(3) Failure by the Contractor (or any of its appropriate subcontractors) to submit the NOI forms within the required time frame shall result in delay of the start of construction. Any delay resulting from the Contractor failing to fulfill these requirements shall not extend the completion date of the contract unless authorized by the City. The Contractor shall submit a completed copy of the NOI prior to Notice to Proceed. A copy of the completed NOI shall be posted on the construction site and a copy of the SWPPP shall be kept on the construction site.

(C) Contractor Responsibilities

(1) It is the Contractor's responsibility to perform inspection of all stormwater pollution control devices on the project as required under the AZPDES Construction General Permit for Arizona.

The Contractor shall prepare reports on these inspections and retain these reports for a period of 3 years following project completion as required under the AZPDES Construction General Permit for Arizona. Inspection reports shall be submitted monthly to the contracting agency along with payment requests. The Contractor shall maintain all stormwater pollution control devices on the project in proper working order, including cleaning and/or repair during the duration of the project.

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

(D) Upon total project completion, acceptance, and de-mobilization, the Contractor shall submit a completed, signed NOT form to ADEQ with copies to the same agencies who received copies of the NOI, thereby terminating all AZPDES permit coverage for the project.

Measurement and Payment: Payment shall be at the lump sum unit price bid in the contract documents for all material, labor, and other incidental costs relating to the provision, installation, and maintenance of items relating to this permit during project construction. Such incidental costs shall include the Contractor's costs in order to assure proper operation of the pollution-control devices installed including all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events or other runoff or releases on the project.

SECTION 108: COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED

ADD the following to item (A):

(1) The Contractor shall not work on any part of the project or incur any expenses or obligations until a Notice to Proceed has been issued by the City.

(2) The Notice to Proceed will be delivered to the Contractor by first class mail, electronically and/or delivered in person.

108.2 SUBLETTING OF CONTRACT

REMOVE item (E) in its entirety and REPLACE with the following:

(E) The Contractor shall perform more than 40 percent of the dollar value of the work (by total contract amount) involved in the project with the Contractor's own forces. Total subcontracted amounts shall be limited to less than 60 percent of the dollar value of the work (by the total contract amount). For purposes of this requirement, materials purchased directly from suppliers and installed by the Contractor's own forces shall be included in the Contractor's total and materials installed by subcontractors, regardless of who originally purchased them, will be included in the subcontractor's totals.

ADD the following:

(F) All subcontractors and purchase orders for equipment shall state and establish guaranteed delivery dates, at such times as determined by the Contractor, which will allow the Contractor to complete the project within the contract time.

(G) The Contractor shall furnish the Subcontractors List form with the Contractor's bid including the estimated amount of each subcontract. Additionally, a duplicate copy of each subcontract, including lower tier subcontracts, shall be delivered to the Director upon award of the project and prior to the issuance of the Notice to Proceed.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

ADD the following:

At the preconstruction conference the Contractor shall submit for review by the Engineer a complete construction schedule. The Engineer reserves the right to reject construction schedule submittals when in the Engineer's opinion the schedule lacks the proper detail. It shall be the responsibility of the Contractor to maintain overall coordination of the project. Based on the general contract construction schedule prepared in accordance with these specifications, the Contractor shall obtain from each of the Contractor's subcontractors a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating changes necessitated by unforeseen difficulties.

(A) The construction schedule shall indicate the time of starting and completing each major phase of the project and such intermediate phases as will serve for well-defined control points. The schedule shall be of sufficient detail to define the critical path for project completion. It shall also indicate the scheduled receipt of major items of equipment and the items of equipment installation dates of which is critical to the scheduled progress of the project. Two week look-ahead schedules will be provided by the Contractor at each weekly construction meeting. The comprehensive project schedule shall be updated and submitted monthly. Such updates shall include and accurately reflect additional work, changes in the work, delays to individual items of work and reasons therefore along with the extent of delay and any other items affecting the progress of the project.

(B) Failure by the Contractor to provide the weekly and monthly updates will result in the City withholding an amount equal to 5 percent of the monthly pay estimate relative to the billing period in which the schedule updates are to be provided. Said 5 percent withholding will be retained by the City until the required schedule updates are submitted by the Contractor, reviewed by the City and found to be current. When the schedule updates are determined to be in conformance with the provisions herein the 5 percent retainer will be released with the next monthly payment.

(C) The construction schedule shall serve as an index of progress prosecution as contemplated by the Contractor. In the event the actual construction progress varies substantially from the scheduled progress, the

Engineer will require and the Contractor shall be required, within 10 calendar days written notice, to provide a revised construction schedule, giving in detail the particular changes in production as estimated by the Contractor to complete the work within the specified contract time. Time is of the essence in this regard.

ADD the following subsection to 108.4 Contractor's Construction Schedule:

108.4.1 Project Meetings

(A) It shall be the responsibility of the Contractor to conduct weekly meetings to be attended by representatives of subcontractors, utilities, the City and other interested parties for the purpose of keeping the project on schedule and to provide for necessary coordination of the work of the various parties. The Contractor shall take minutes at each meeting for distribution to all attendees the following week. The minutes shall be of sufficient detail to accurately recount the meeting discussion, including but not limited to progress, work schedule, submittals and certifications, utilities, construction issues, contract changes, safety and traffic control, action items, and resolved and unresolved issues.

(B) Additionally the Contractor shall furnish the Director with written weekly project status reports at the beginning of each weekly project meeting. The report shall cover the work of the preceding work week and shall include the following for each week:

- (1) A comprehensive daily list of the Contractor's men and equipment performing the work on the jobsite.
- (2) A comprehensive daily list of the Contractor's subcontractor's men and equipment, if any, performing the work on the jobsite.
- (3) A brief description of the work performed by the Contractor and Contractor's subcontractors, if any.
- (4) The estimated percentage of each portion of the work performed for the period together with the total percentage of each portion of the work performed to the date of the report.
- (5) A detailed summary of each work stoppage, if any, occasioned by the City, other contractors, or other designated reasons, which were beyond the Contractor's control.
- (6) Comments or exceptions to prior weekly meeting minutes shall be addressed at each subsequent construction meeting.

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME

ADD the following:

It is the Contractor's responsibility to establish construction methods and a construction schedule, which will facilitate the completion of work required by this contract within the contract period and with full consideration for the season during which the work is scheduled. Judgment as to hazardous conditions shall be made by the Director.

To receive consideration for an extension of time, a request must be made in writing to the Director stating the reason for said request, and such request must be received by the Director as soon as reasonably practicable when the Contractor has knowledge or should have known of the delay causing event, condition or circumstances, but in no event later than immediately following the end of the delay-causing condition. The extension of time allowed shall be as determined by the Director and approved by the City. In setting the contract time, it has been assumed that up to 5 working days may be lost as a result of weather conditions which will slow down the normal progress of work; therefore no extensions in contract time will be allowed for the first 5 working days lost due to bad weather conditions. An extension of time may be granted by the City after the expiration of the time originally fixed in the contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.

Any extension of time shall not release the sureties upon any bond required under the contract. Extensions of time in and of themselves will not be a basis for a request of additional compensation by the Contractor.

Any delays in the project, or extensions of time which may be granted, shall not entitle the Contractor to any additional compensation or monies whatsoever, including but not limited to compensation for loss of anticipated profits, extended overhead, unabsorbed home office overhead, or any other payments, unless expressly agreed to by the City in a duly executed and approved contract amendment.

108.8 GUARANTEE AND WARRANTY PROVISIONS

REMOVE the first paragraph in its entirety and REPLACE with the following:

The Contractor shall guarantee the work against defective workmanship and materials for a period of 2 years from the date of its final acceptance under the contract, ordinary wear and tear and unusual abuse or neglect excepted.

During the 2 year guarantee period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within 5 calendar days after written notice by the City, it is agreed that the City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor.

108.10 FORFEITURE AND DEFAULT ON CONTRACT

ADD the following:

In accordance with Section 109 of these specifications, if the Contractor fails, neglects, or refuses to perform work tasks necessary for the completion of the total job; replace defective work; to repair or resurface, in a manner that is acceptable to the City and Engineer, public right-of-ways disturbed by the Contractor's work which are a nuisance, hazard, 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 3 calendar 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 and Engineer, the City will proceed to have the work accomplished by others or by itself and deduct the costs thereof from amounts due to the Contractor.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

108.11 TERMINATION OF CONTRACT

ADD the following:

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

SECTION 109: MEASUREMENTS AND PAYMENTS

109.2 SCOPE OF PAYMENT

ADD the following:

The Contractor shall maintain any and all documentation to substantiate all costs on the project, including but not limited to those items included in force account computations, computations reflecting the actual cost of work on the project and computations substantiating any claimed increases or additional costs incurred in the project by the Contractor, and shall make those records available to the City (or provide copies thereof to the City) within 24 hours of request by the City. The failure of the Contractor to maintain and produce the foregoing documentation will preclude the Contractor from being entitled to any additional payments for any additional work in question.

109.4 COMPENSATION FOR ALTERATION OF WORK

ADD the following:

New or additional work will be classed as extra work when determined by the Director that such work is not covered by the contract.

The value of such work or change shall be determined and paid for with a contract amendment in one of the following ways according to the contract amendment procedure set down by the Public Works Department, and at the option of the City:

- (A) As may be mutually agreed upon by the City and the Contractor.
- (B) By unit prices in accordance with the Contractor's bid.
- (C) By lump sum based upon the Contractor's estimate and the Director's review and acceptance of the estimate.
- (D) By force account in accordance with the requirements of that section.
- (E) The Contractor shall do such extra work and furnish material and equipment therefore upon receipt of an accepted contract amendment or other written order of the Director. In no case shall work be undertaken without written notice from the Director to proceed with the work. In absence of such contract amendment or other written order of the Director, the Contractor shall not be entitled to payment for any extra work. All contract amendments must be approved by the Director. Contract amendments over \$25,000.00 must be approved by City Council.
- (F) In the event that the Contractor and the City cannot agree on the compensation to be paid to the Contractor prior to the issuance of a contract amendment, then and in that event the City has the option of terminating the contract with the Contractor or directing the Contractor to proceed and to receive compensation pursuant to the force account provisions herein. In the event that this contract is terminated by the City pursuant to this subsection, the Contractor shall only be paid for those services performed to date of the City's Notice of Termination, said payment to be based upon the unit prices as set forth in the Contractor's bid. In no event shall the Contractor be entitled to additional compensation for lost profits, mobilization or de-mobilization costs, loss of anticipated profits, extended overhead, unabsorbed home office overhead, or any other payments other than for work actually performed as based upon unit prices. In the event that there are no unit prices pertaining to work in question, then and in that event the Contractor's compensation for early termination pursuant to this subsection shall be based upon force account as here-in-before described.
- (G) It is expressly agreed that in the event of a contract amendment, any compensation due the Contractor shall be set forth in the contract amendment, and shall be considered full and complete payment (if any) for any and all work related costs, including but not limited to labor, materials, equipment, supervision, field office overhead, extended home office overhead, unabsorbed home office overhead, taxes, bonds, insurance and profits. Additionally, the Contractor shall not be entitled to any additional compensation based upon a contract amendment (or the accumulation of contract amendments) unless specifically set forth in that contract amendment.

(H) In the event that the Contractor submits a proposed contract amendment, the Director shall have 10 days after receipt of the Contractor's written proposed contract amendment to either accept or agree to the contract amendment under the above provisions or deny such proposed contract amendment. If necessary to assess the proper purpose and function of a Contractor's proposed contract amendment, because of the proposed contract amendment's complexity or scope, the Director may either accept and agree to the contract amendment or deny such proposed contract amendment under the above provisions beyond such 10 day period and for an additional reasonable period commensurate with the nature of the proposed contract amendment. The failure of any party to take any action within the time periods or in the manner specified in the subparagraph shall be deemed a waiver of that party's right to recover for such delay in acting.

109.5 ACTUAL COST WORK

ADD the following:

The basis of payment for construction of the project shall be unit prices for all work actually performed in accordance with the specifications and scope of work, and shall include all labor and materials incorporated in the completed work.

Upon final inspection and acceptance of the work, the City will pay the Contractor the amount earned under the Contract, as provided herein.

ADD the following subsection to 109.5 Actual Cost Work:

109.5.8 Force Account

The compensation for force account work performed by the Contractor shall be approved by the Director in the following manner:

(A) Labor: The Contractor shall provide monthly certified payroll reports for all labor and for foremen in direct charge of the specific operations. The Contractor will be compensated as follows:

- (1) The actual cost of wages paid by him but at rates not to exceed those for comparable labor currently employed on the project as determined by the Director.
- (2) The actual cost of social security taxes and unemployment compensation insurance. There will be no payment for fringe benefits unless mandated by Federal law on federally funded projects.
- (3) An amount equal to 15 percent of the actual cost of wages and other costs listed above to cover the Contractor's profit and overhead.
- (4) In case work is performed by a subcontractor, the said 15 percent will be added only once to the actual cost of the work, however, the Contractor may add 5 percent to the subcontractor's price to cover the Contractor's own overhead and supervision.

(B) Tools and Equipment: For any special or heavy equipment, the use of which has been authorized by the Director, except for small tools and manual equipment, the Contractor shall be reimbursed the actual cost of rental, not to exceed the latest Rental Rate Blue Book for Construction Equipment. In the event that any of the equipment to be used is not shown in said schedule, the rental rate for such equipment shall be as agreed upon in writing before the work is started. No percentage shall be added to equipment rental rates. In the event said special or heavy equipment is owned by the Contractor, he shall be compensated only for the actual hours said equipment is required for the work under force account on the job site, at a rate not to exceed the latest Rental Rate Blue Book for Construction Equipment.

(C) Materials: For all materials accepted by the Director and used in the work the Contractor shall be paid the actual cost of such material, including transportation charges, to which cost shall be added a sum equal to 15 percent thereof.

(D) Supervision Overhead and Home Office Overhead: No allowance shall be made for general superintendence. The cost of supervision and all overhead is presumed to be included in the 15 percent added in accordance with the above.

(E) Records: The Contractor's representative and the Director shall compare the records of the work performed as ordered on a force account basis at the end of each day on which such work is performed. Copies of these records shall be made on suitable forms provide for this purpose and signed by both the Director and the Contractor's representative. All claims for work done on a force account basis shall be certified and submitted to the Director by the Contractor, and such statements shall be filed with the Director not later than the fifth day of the month following that in which the work was actually performed.

(F) Bonds and Insurance: The Contractor shall be paid the actual cost for additional bonding and insurance pertaining to force account work when the Contractor can provide evidence of additional payment for premiums on required payment and performance bonds. No duplication of payment for Contractor's costs associated with labor costs above will be allowed.

(G) The Director authorized representative is in charge of force account work and has the authority to direct which labor and equipment will be used, to suspend operations, and to refuse to pay for any labor or equipment, which he feels is not doing productive work.

109.7 PAYMENT FOR BOND ISSUE AND BUDGET PROJECTS

ADD the following:

For and in consideration of the faithful performance of the work, the City will pay to the Contractor the amount earned less retention as computed from the actual quantities of work performed under the contract and to make such payment in the manner and at the time(s) specified herein.

ADD the following to the third paragraph of item (A):

The Contractor shall obtain approval from the City prior to reducing the percentage of funds retained and prior to requesting the release of one-half the previous retained amount.

ADD the following to item (A) (1):

(a) Once each month, the Inspector and the Contractor's Superintendent shall meet, or as necessary, to jointly measure all work items under the contract to determine pay quantities for each pay period. Quantities of work items shall be documented on the respective plan sheets and separately in tabular fashion with station to station measurements noted to assure there is no duplication of payment for work performed. Measurements will be for work actually completed. No projections for expected completion of work will be allowed.

(b) The Contractor shall submit partial payment requests in a format approved by Public Works together with the City's Pay Request Application and Certification for Payment (form provided by Public Works) or equal, subject to approval by the Director.

(c) The Contractor shall furnish a detailed breakdown showing unit prices and quantities for use in preparing the monthly estimate. No partial payment will be made until this breakdown is presented by the Contractor and has been reviewed and accepted by the Director. Green-lined plan sheets shall be submitted with each monthly pay request illustrating the line item quantities constructed for the period. The green-lined plan sheets and pay estimate spreadsheets must reconcile with one another.

- (d) Partial payments for stored materials may be considered by the Director, if it is determined to be in the best interest of the City. The Contractor shall not rely on payment for stored materials being approved in the preparation of the project bid.

REMOVE the first paragraph of item (B) in its entirety and REPLACE with the following:

(B) Final Payment: When the project has been accepted as provided in Section 105 of these specifications, and within 30 calendar days after final inspection of the work completed under the contract, the Contractor shall render to the City a final estimate, which shall show the amount of work performed and accepted under the contract. All prior estimates and partial payments will be subject to correction in the final estimate for payment.

ADD the following to the second paragraph of item (B):

(See the Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties within the contract documents.) Additionally, the Contractor shall furnish lien waivers for all completed labor and materials consumed during the project.

Prior to the final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor, and shall apply to those moneys to the appropriate account. The Contractor shall provide to the City any information necessary to determine the total amount(s) due. The quantities appearing in the bidding schedule are approximate only, and are prepared for the comparison of bids. Payment to the Contractor will be made only by actual quantities of work performed and accepted in accordance with the requirements of the contract. Only the items listed in the bidding schedule are pay items. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted.

Final project as-built plans shall verify line item quantities constructed for the project by individual plan sheet. The Contractor shall submit final payment request in a format approved by the City.

109.10 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

REMOVE in its entirety and REPLACE with the following:

The Agency will compensate the Contractor for a single round trip mobilization/demobilization of the Contractor's personnel, equipment, supplies and incidentals, including establishment of offices, buildings and other facilities required for the performance of the work on the project, as well as preparatory work and operations prior to the commencement of the work on the project site.

Measurement and Payment: Mobilization will be measured for payment by the lump sum bid as a single complete unit of work. Payment for mobilization will be made as provided herein which shall be full compensation for supplying and furnishing all materials, facilities, and services and performing all the work involved as specified above. The total amount allowed for mobilization during the life of the contract shall not exceed 9 percent of the original contract amount. If the bid price exceeds this percentage the excess amount will be paid to the Contractor upon completion of the contract and 9 percent of the contract amount shall be used to determine partial payments. Partial payments under this item will be made in accordance with the following provisions:

- (1) The first payment of 1/3 of the lump sum price for mobilization may be made provided that all submissions required under this section and as otherwise noted in the contract documents are submitted by the Contractor at the preconstruction conference to the satisfaction of the Engineer and when the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform portions of the project work.

- (2) The second payment of 1/3 of the lump sum price for mobilization shall be made on the first estimate following completion of 13 percent of the contract.
- (3) The third payment of 1/3 of the lump sum price for mobilization will be made on the first estimate following completion of 26 percent of the contract.

ADD the following subsection to Section 109- Measurements and Payments:

109.11 CONTRACT ALLOWANCE

- (A) Contract allowance items are provided for the purpose of encumbering funds to cover the costs of possible contract amendment work. The amount of the allowance item is determined by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total amount bid for the project.
- (B) This allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract per plan. Unforeseen extra work, if any, shall be in accordance with MAG Specification and COP Supplement 109.4.
- (C) It shall be understood that this allowance item is an estimate only and is based on contract amendment history of similar projects. It shall not be utilized without an approved contract amendment. It is further understood that authorized extra work, if any, may be less than the allowance item. The Contractor, by submittal of a bid, acknowledges that the total bid and individual bid items were prepared without anticipation of use of the contract allowance.

SECTION 110: NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION

110.2.2 Dispute Resolution

REMOVE the first paragraph of item (A) and REPLACE with the following:

- (A) The Contractor shall provide in writing the following information to the Engineer. In providing the information required by this section, the Contractor shall provide specific factual detail as to each item and show the methods of calculating each item.

110.3.1 General

ADD the following:

Level I shall mean the Public Works Project Manager as appointed by the Public Works Director

Level II shall mean the Public Works City Engineer as appointed by the Public Works Director

Level III shall mean the Public Works Director

In the event of litigation, the parties hereby agree to submit to a trial before the court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this agreement.

The parties hereto expressly covenant and agree that in the event of litigation arising from this agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the contract, pursuant to A.R.S. §

12-341.01 (A) and (B), or pursuant to any other State or Federal statute. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this agreement.

110.4 ARBITRATION

REMOVE the last sentence of the first paragraph in its entirety and REPLACE with the following:

The arbitration of claims shall be conducted either in Prescott or Phoenix, Arizona as agreed to by the parties, or if the parties cannot agree, to be determined by the arbitrator, taking into consideration the convenience and costs to the parties and their witnesses.

REMOVE the last paragraph in its entirety and REPLACE with the following:

The decision or award of the arbitrator shall be supported by substantial evidence and, in writing, contain the basis for the decision or award and findings of fact. The decision or award of the arbitrator shall be nonbinding.

Any resolution of a dispute in accordance with MAG Specification and COP Supplement 110 and the contract which causes the contract amount to be exceeded by \$25,000.00 or more shall not be final until approved by the City Council.

PART 200 – EARTHWORK

ADD the following section to Part 200- Earthwork:

SECTION 200: DEWATERING AND BYPASS PUMPING

200.1 DEWATERING

(A) All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem. The Contractor shall submit drawings and complete design data showing methods and equipment he proposes to utilize in dewatering prior to completing any dewatering work. This work shall consist of obtaining permits, furnishing equipment, materials, and labor necessary for the control and removal of water, the construction or installation of all facilities necessary to accomplish the work, and the subsequent removal of such facilities except when designated on the project plans or in the special provisions to remain in place.

(B) The Contractor shall keep, where appropriate, the rehabilitated pipe section free from water during rehabilitation. If groundwater is present in any excavation, the static groundwater level shall be drawn down a minimum of 1 foot below the bottom of excavations to maintain the undisturbed state of natural soils and allow the placement of any fill to the specified density. Disposal of water shall not damage property or create a public nuisance. The Contractor shall have on hand pumping equipment and machinery in good working condition for emergencies and shall have workmen available for its operation. Dewatering systems shall operate continuously until backfill has been completed to 1 foot above the normal static groundwater level.

Groundwater shall be controlled to prevent softening of the bottom of excavations, or formation of “quick” conditions. Dewatering systems shall not remove natural soils. The Contractor shall control surface runoff to prevent entry or collection of water in excavations.

Release of groundwater to its static level shall be controlled to prevent disturbance of the natural foundation soils or compacted fill and to prevent flotation or movement of structures or pipelines.

Measurement and Payment: No separate measurement or payment shall be made for dewatering. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

200.2 BYPASS PUMPING

(A) Description

- (1) Scope: This section specifies the requirements for temporary bypass pumping of sewers
- (2) Requirements
 - (a) The Contractor shall provide labor, materials, and supervision to temporarily bypass flow around the Contractor's work.
 - (b) The Contractor shall have the entire bypassing system in place and tested before bypassing any sewage.
- (3) At the preconstruction conference, the Contractor shall submit drawings and complete design data showing methods and equipment he proposes to utilize in sewer bypassing for approval by the Engineer. The submittal shall include the following information:
 - (a) Drawings indicating the location of temporary sewer plugs and bypass discharge lines
 - (b) Capacities of pumps, prime movers, and standby equipment
 - (c) Design calculations providing adequacy of the system and selected equipment
 - (d) Standby power source
 - (e) Staffing plan
 - (f) Traffic control plan
- (4) Flow Data: It is the responsibility of the Contractor for design, construction, and operation of an adequate and properly functioning bypass. It is also the responsibility of the Contractor to coordinate with the City to gather flow data.
- (5) Protection: In areas where flows are bypassed, all bypass flow shall be discharged as approved by the Engineer. No bypassing to the ground surface, receiving waters, storm drains or bypassing which results in groundwater contamination or potential health hazards shall be permitted.
- (6) Scheduling: The bypass system shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the Engineer. Public advisory services will be required to notify all parties whose service laterals will be out of service and to advise against water usage until the main line is back in service.

(B) Materials

- (1) The Contractor shall provide temporary pumps, conduits and other equipment to bypass the sewer flow. The Contractor shall furnish the necessary labor and supervision to set up and operate the pumping and bypass system. Engines shall be equipped with mufflers and/or enclosed to keep the noise level less than 50dB or 10dB above ambient noise levels when measured at the property line closest to the noise source. Pumps and bypass lines shall be of adequate capacity and size to handle the flows.

(2) The Contractor shall maintain on site sufficient equipment and materials to ensure continuous and successful operation of the bypass systems. Standby pumps shall be fueled and operational at all times. The Contractor shall maintain on site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping and other parts or system hardware to ensure immediate repair or modification to any part of the system as necessary.

(3) All piping, joints and accessories shall be designed to withstand at least twice the maximum system pressure, or 50 psi, whichever is greater. All hoses/pipes used for bypass pumping shall be ramped to allow for the ease of vehicular and pedestrian traffic. All hoses/pipes shall be color-coded for identification to prevent cross contamination of water and wastewater lines. Hose/pipes used for wastewater conveyance shall not be used for water conveyance.

(C) General

(1) During bypass pumping, sewage shall not be leaked, dumped or spilled outside the sewer system. When bypass pumping operations are complete, all piping shall be drained into the sanitary sewer prior to disassembly. In the event that sewage accidentally drains into the storm drainage system or the street, the Contractor shall immediately stop the overflow, notify the City and take the necessary action to clean up and disinfect the spillage to the satisfaction of the City. The Contractor shall submit an emergency spillage and cleanup action plan for all sewage spills to the Engineer for approval prior to beginning construction. It shall include but not be limited to a remediation plan that indicates what labor, equipment and resources will be used to restore the site to the condition prior to the spillage.

(2) The Contractor shall repair without cost to the City any damage that may result from this negligence, inadequate or improper installation, maintenance and operation of bypassing system including mechanical or electrical failures, regulatory infractions and penalties resulting from sewer spillage.

(D) Flow Control

(1) Complete stoppage or bypassing of flow is required during sewer line and manhole rehabilitation work.

(2) When the depth of flow at the upstream manhole of the sewer line section being worked is above the maximum allowable for television inspection, the flow shall be reduced to the level shown below by plugging or blocking of the flow, or by pumping and bypassing of the flow as specified.

(3) **Plugging or Blocking:** A sewer line plug shall be inserted into the line upstream of the section being worked. The plug shall be so designed that all or any portion of the sewage can be released. During TV inspection, flow shall be reduced to within the limits specified above. After the work has been completed, flow shall be restored to normal. Precautions shall be taken to prevent flooding damage. See flow precautions below.

(4) **Pumping and Bypassing:** When pumping and bypassing is required the Contractor shall supply the pumps, conduits and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during peak flow periods or from precipitation and shall be constructed of such material that will prevent leakage during the pumping operation. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing systems. All pump drivers shall have noise suppressor exhaust systems to reduce noise levels to less than 50dB, or 10dB above ambient noise levels, when measured at the closest property line.

(5) **Flow Control Precautions:** When flow in a sewer line is plugged, blocked or bypassed; sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to ensure that sewer flow control operations

do not cause flooding or damage to public or private property being served by the sewer involved. All piping(s), joints and accessories shall be designed to withstand at least twice the maximum system pressure or a minimum of 50 psi whichever is greater. During by-pass pumping sewage shall not be leaked, dumped or spilled onto any area outside the sewer system. When bypass pumping operations are complete all piping shall be drained into the sanitary sewer prior to disassembly. In the event sewage accidentally drains into the drainage system or street, the Contractor shall immediately stop the overflow, notify the Engineer and take the necessary action to clean up and disinfect the spillage to the satisfaction of the Engineer. If sewage is spilled onto public or private property, the Contractor shall wash down, clean up and disinfect the spillage to the satisfaction of the City. The Contractor shall report any and all overflows to the City.

(E) Measurement and Payment: Payment for bypass pumping shall be made at the lump sum bid by the Contractor.

SECTION 201: CLEARING AND GRUBBING

201.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

This work shall consist of removing objectionable material from the right-of-way, easements, all areas to be graded, and such other areas as may be specified in the special provisions. Clearing and grubbing shall be performed in advance of grading operations.

201.3 CONSTRUCTION METHODS

REMOVE the second paragraph in its entirety and REPLACE with the following:

All trees and shrubs found suitable for improvement and beautification, which will not interfere with excavation or embankment or cause disintegration of the improvements shall not be disturbed. In any event, the Contractor shall avoid injury to shrubbery, vines, plants, grasses and other vegetation growing outside of the clearing limits. The dragging and the piling of materials of various kinds and the performing of other work which may be injurious to vegetation shall be confined to areas which have no vegetation or which will be covered by embankment or disturbed by excavation during grading operations.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

From excavated areas, all stumps, roots and other obstructions 3 inches or over in diameter shall be grubbed to a depth of not less than 24 inches below finish grade.

REMOVE Table 201-1 in its entirety and REPLACE with the following:

TABLE 201-1	
EMBANKMENT CLEARING AND GRUBBING	
Height of Embankment Over Stump	Height of Clearing and Grubbing
0 Feet to 2 Feet	All stumps or roots 6 inches or over in diameter shall be grubbed to 24 inches below original grade. All others shall be cut flush with the ground.
2 Feet to 3 Feet	All stumps 1 foot and over in diameter shall be grubbed to 24 inches below original grade. All others shall be cut flush with the ground.
Over 3 Feet	All stumps shall be cut flush with the ground.

REMOVE the last paragraph in its entirety and REPLACE with the following:

All tree trunks, stumps, brush, limbs, roots, vegetation and other debris removed in clearing and grubbing shall be completely removed from the project and properly disposed of.

SECTION 205: ROADWAY EXCAVATION

ADD the following subsection to 205.1 Description:

205.1.1 General

The bidding schedule quantities for this item of work will be considered to be the final quantities for payment. Adjustments in the bidding schedule quantities for roadway excavation as contained in these specifications may be initiated by the Contractor or the Engineer if evidence indicates that the required quantity varies by an amount greater than 5 percent of the bidding schedule quantity. The Contractor shall advise the Engineer, in writing, submitting evidence in the form of a construction survey or photogrammetric survey with measurement for the proposed adjustment and requesting an adjustment in quantities. The Engineer will determine the amount of adjustment, if any. The quantity upon which payment will be based will be the bidding schedule quantity plus or minus only that portion of the adjustment that exceeds 5 percent of the bidding schedule quantity.

Variations caused by shrink/swell of materials shall not be considered for quantity adjustments.

Adjustments in roadway excavation quantities due to revisions ordered by the Engineer will be isolated by measurement or calculations. The bidding schedule quantities will be adjusted by the amount either measured or calculated, regardless of the 5 percent variation requirement above.

205.2 UNSUITABLE MATERIAL

REMOVE the third paragraph in its entirety and REPLACE with the following:

If material is encountered during excavation that the Engineer determines to be unsuitable, the following shall apply:

- (1) Any unsuitable material which is located in a cut section at an elevation above finished subgrade shall not be utilized in construction but shall be removed and disposed of at a site secured by the Contractor. The cost of excavation, hauling and disposal are incidental to roadway excavation. No additional compensation will be allowed for any unsuitable materials found in a cut section at an elevation above finished subgrade.

- (2) Material which is located below the finished subgrade elevation in excavation areas shall be removed to the limits as determined by the Engineer and the resultant cavity backfilled with aggregate base course (ABC) in accordance with Section 310 of these specifications. The costs of the removal, hauling, disposal, backfill material, placement and any related process, shall be included in the payment for this bid item.

205.6 SURPLUS MATERIAL

REMOVE the first paragraph in its entirety and REPLACE with the following:

Unless otherwise shown on the plans, addressed in the special provisions, or approved by the Engineer, no surplus excavated material shall be disposed of within the right-of-way. The Contractor shall make all arrangements for disposal of the material at off-site locations as may be approved by the Engineer. The Contractor shall provide to the Engineer copies of the written consent of the owner of the property upon which he intends to dispose of such material, and any permits that may be required by a governing agency for said disposal.

205.7 MEASUREMENT

REMOVE the first two paragraphs in their entirety and REPLACE with the following:

The following earthwork operations will be measured as roadway excavation for the quantities of material involved.

Excavating the roadway prism including public and private roadway approaches; excavating slides and slip-outs not resulting from overshooting; excavating excess material; excavating selected material and topsoil from within the limits of the project and removing such materials from stockpiles when stockpiling is ordered; and excavating ditches.

ADD the following:

Measurement for unsuitable material shall be to the nearest cubic yard as calculated in the field.

205.8 PAYMENT

ADD the following:

Payment for unsuitable material shall be at the contract unit price and shall include any and all processes associated with the removal and backfill of the unsuitable materials, all excavation, hauling and disposal at a site secured by the Contractor, and backfilling with aggregate base course (ABC).

SECTION 206: STRUCTURE EXCAVATION AND BACKFILL

206.4.2 Structure Backfill for Earth Retaining Structures

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Shall conform to the material and the graduation requirements for Select Material, Type B in Table 702-1, unless otherwise approved by the Engineer.

206.4.4 Structure Backfill for Structures within Paved Areas

REMOVE in its entirety and REPLACE with the following:

Where a structure is located within an existing street, proposed street, or paved area:

All backfill material with the exception of controlled low strength material (CLSM) shall be compacted to 95 percent maximum dry density per ASTM D698. Controlled low strength material shall be 1 sack material as specified in MAG Specifications 604 and 728.

SECTION 211: FILL CONSTRUCTION

211.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Fill construction shall consist of constructing embankments except as may otherwise be specified, including the preparation of the areas upon which they are to be placed; including the construction of dikes.

The bidding schedule quantities for this item of work will be considered to be the final quantities for payment. Adjustments in the bidding schedule quantities for Fill Construction as contained in these specifications may be initiated by the Contractor or the Engineer if evidence indicates that the required quantity varies by an amount greater than 5 percent of the bidding schedule quantity. The Contractor shall advise the Engineer, in writing, submitting evidence in the form of a construction survey or photogrammetric survey with measurement for the proposed adjustment and requesting an adjustment in quantities. The Engineer will determine the amount of adjustment, if any. The quantity upon which payment will be based will be the bidding schedule quantity plus or minus only that portion of the adjustment that exceeds 5 percent of the bidding schedule quantity.

Variations caused by shrink/swell of materials shall not be considered for quantity adjustments.

Adjustments in Fill Construction quantities due to revisions ordered by the Engineer will be isolated by measurement or calculations. The bidding schedule quantities will be adjusted by the amount either measured or calculated, regardless of the 5 percent variation requirement above.

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.

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.

211.4 TESTS

ADD the following:

Quality Control testing frequency shall be 1 per soil type for proctor density testing and 1 per 500 feet per 8 inch lift for compaction testing.

211.5 MEASUREMENT

REMOVE the first paragraph in its entirety and REPLACE with the following:

The quantities of fill construction used to construct embankments or dikes will be those of the complete bid item within the limits of dimensions shown on the plans.

PART 300 – STREETS AND RELATED WORK

ADD the following section to Part 300- Streets and Related Work:

SECTION 300: SAW CUT

300.1 DESCRIPTION

(A) The work under this item shall consist of saw cutting the existing pavement where new asphalt concrete is to match existing bituminous surfaces with no provisions for overlaying the entire section. This item shall also include saw cutting of existing Portland cement concrete pavement, sidewalks, driveways and parking lots where new construction shall match the grade of existing surfaces that are to remain where called for on the project plans or where designated by the Engineer.

(B) Saw cuts shall be made to a full depth of the material to ensure a neat vertical joint. Portland cement concrete designated to remain that is damaged by the saw cutting shall be replaced in kind at the Contractor's expense.

(C) No separate measurement or payment will be made for saw cutting, being considered incidental to the cost for work for which saw cutting is required.

SECTION 301: SUBGRADE PREPARATION

301.1 DESCRIPTION

ADD the following:

The work under this item shall consist of furnishing all materials, equipment, and labor necessary for preparation of natural or excavated areas prior to the placement of any sub-base material, pavement, curbs and gutters, driveways, sidewalks or other structures. Unless provided for in another bid item, this work shall include the removal and disposal of all unsuitable material including existing pavement and other obstructions in accordance with Section 301 of these specifications. The Contractor shall be required to provide and pay for all Quality Control geotechnical testing in accordance with the MAG Specifications and the COP Supplement.

301.2.1

REMOVE in its entirety and REPLACE with the following:

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

Project earthwork quantities, when included as separate contract pay items, will include removed asphalt/bituminous material volumes, unless there is a pay item for asphalt removal or asphalt milling in the bid schedule or otherwise specified in the special provisions.

All unsuitable material and all excess material shall be disposed of in accordance with the requirements of Sections 205.2 and 205.6 of these specifications, respectively. When additional material is required for fill, it shall conform to MAG Specification 210.

301.3 RELATIVE COMPACTION

REMOVE item (B) in its entirety and REPLACE with the following:

The subgrade shall be scarified and loosened to a depth of 8 inches.

(B) Below detached sidewalk not subject to vehicular traffic 95 percent

Subgrade Quality Control testing shall be 1 per 500 linear feet per lane for compaction testing.

301.7 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement for subgrade preparation will be by the square yard, measured by the total accepted area of new pavements, including paved shoulders, tapers, turnouts and driveways that are paved or surfaced with an aggregate base material. The areas under concrete curb and gutter, sidewalk and concrete driveway entrances will not be included. Unless provided for in other separate bid items or unless otherwise specified; Clearing and Grubbing, Roadway Excavation, Rock Excavation, Borrow Excavation, and Fill Construction shall not be measured, in which case payment for these earthwork items, if required, shall be included in the unit price for subgrade preparation.

SECTION 306: MECHANICALLY STABILIZED SUBGRADE – GEOGRID REINFORCEMENT

306.2 MATERIALS

ADD the following

Reinforcement Geogrid shall be Tensar BX1200 or approved equal.

306.8 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Measurement of geogrid reinforcement shall be the surface area of accepted geogrid to the nearest square yard. No additional measurement or payment shall be made for geogrid overlap as required by the manufacturer.

Payment for geogrid reinforcement shall be per square yard installed complete and in place.

SECTION 310: PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

310.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

The work under this item shall consist of furnishing all materials, equipment, and labor necessary for the placement of an approved, imported aggregate base course material on top of a prepared subgrade per the required design thickness, grade, cross-section and compaction as specified on the project plan documents and in accordance with Sections 310 and 701 of these specifications, and MAG Specification 702. Aggregate base course shall not be placed on a prepared subgrade until the Engineer or the Engineer's authorized representative has inspected and accepted the underlying subgrade. The Contractor shall be required to provide and pay for all Quality Control geotechnical testing in accordance with MAG Specifications and COP Supplement. Use of Reclaimed Concrete Material (RCM) is not allowed per COP Supplement 701.4.

ADD the following subsection to 310.1 Description:

310.1.1 Reclaimed Asphalt Pavement (RAP)

Use of reclaimed asphalt pavement (RAP) aggregates or "millings" produced on-site, imported or stockpiled for the intended use in the underlying base or subgrade material must be approved by the Engineer or the Engineer's authorized representative; and shall be screened and meet MAG Sections 310, 701 and 702, and here within. RAP millings must be uniformly mixed with an imported virgin aggregate base course material.

310.2 PLACEMENT AND CONSTRUCTION

ADD the following:

Aggregate base course shall not be placed on excessively wet or frozen subgrade materials as determined by the Engineer.

ADD the following subsection to 310.2 Placement and Construction:

310.2.1 Quality Control Testing

Aggregate base course Quality Control testing frequency shall be as follows:

- (A) Resistance to Degradation and Abrasion: 1 at the start of production and again if source changes.
- (B) Fractured Faces, One Face, PI, and Gradation: 1 per shift.

310.3 COMPACTION

REMOVE the fifth paragraph in its entirety and REPLACE with the following:

For roadway construction, a minimum of 1 field density test shall be performed per 6 inch lift per 500 feet per lane. For other aggregate base course applications, a minimum of 1 field density test shall be performed for each 800 square yards.

REMOVE items (A), (B) and (C) in their entirety and REPLACE with the following:

Aggregate base course shall be compacted to 98 percent in all instances.

310.5 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Measurement for aggregate base course material will be per cubic yard furnished and placed. Copies of material delivery tickets will be required for quantity verification purposes. Payment shall be made at the unit price bid and shall be considered full compensation for this work item.

SECTION 317: ASPHALT MILLING

317.2 CONSTRUCTION REQUIREMENTS

REMOVE in its entirety and REPLACE with the following:

When milling is specified, the existing asphaltic concrete shall be removed in accordance with the details shown on the project plans with equipment specifically designed to remove such material by means of grinding or chipping to a controlled line and grade. The equipment used shall be capable of removing the existing asphaltic concrete within 0.01 feet of the specified removal depth. The removal shall be accomplished in a manner which does not destroy the integrity of any asphaltic concrete pavement that remains and which does not result in a contamination of the milled asphaltic concrete with the underlying base material.

Pavement to be removed by milling, adjacent to manholes, valve boxes, small radius curbs and other fixed objects that produce confined areas shall be removed with milling equipment specifically designed to operate in restricted areas and capable of removing asphaltic concrete of the specified thickness without damage or displacement of the adjacent object. The removal of asphalt concrete pavement at the approaches to structures shall be accomplished in a manner approved by the City.

On projects with existing curb and gutter, any asphaltic concrete buildup in the gutter designated to be removed, shall be removed prior to the pavement removal operation by equipment and methods approved by the Engineer. The equipment and methods used shall be capable of removing the asphaltic concrete buildup without causing damage to the curb and gutter

Upon removal, all milled materials shall become the property of the Contractor. The City will not accept millings. The Contractor shall properly dispose of the millings away from the site. No additional compensation will be made for the disposal of millings.

Prior to milling and roadway excavation, all existing manholes, valve boxes, etc. shall be lowered and protected. All City facilities shall be protected from debris that may result from any adjustments and the Contractor shall be responsible for any maintenance activity resulting from debris related to the construction. No separate payment shall be made for lowering and protecting existing manholes, valve boxes, etc.

Under no circumstance shall the removal of existing asphaltic concrete begin until the mix design for replacement asphaltic concrete has been approved by the Engineer.

The extent of removal of existing asphaltic concrete must be in keeping with the Contractor's ability to produce, haul, place and compact replacement asphaltic concrete so that at all times the length of open "trench" is at a minimum. If the Contractor's production of replacement asphaltic concrete is stopped for any reason, the removal of asphaltic concrete shall either cease or shall be reduced. The Engineer will be the sole judge as to whether the removal shall cease or be reduced. The Engineer's decision will be based on the reason for the stoppage in asphaltic concrete production, the expected length of the stoppage, the type and depth of the material being removed, and the time of day.

ADD the following subsection to 317.2 Construction Requirements:

317.2.1 Quality Control

All milling shall be inspected and approved prior to paving. High spots in excess of the tolerances noted shall be milled until in conformance.

Low spots in excess of ½ inch shall have a leveling course placed prior to paving at no additional cost to the City.

ADD the following subsection to 317.2 Construction Requirements:

317.2.2 Paving

For mill and overlay areas, replacement asphaltic concrete shall be placed as soon as possible after milling has occurred and been approved. The surface on which the material is to be placed shall be uniform and free of loose material. Any exposed base material shall be compacted to the extent required by the Engineer.

The "trench" in which asphaltic concrete is being placed shall be filled before the end of each day's work and the lane shall be opened to traffic. The length of open "trench" at any one time shall not exceed 2 miles or ½ the length of the work, whichever is the lesser.

In the event of circumstances beyond the control of the Contractor, such as equipment breakdown, or if the production of the replacement asphaltic concrete has been stopped by the Engineer and the Contractor is unable to comply with the requirements in the preceding paragraph, the Contractor shall provide and maintain such traffic control devices that the Engineer deems necessary under the circumstances in order to provide safe and efficient passage through the work zone.

If the Engineer deems it to be warranted, the Contractor shall provide for the surface drainage of areas where the pavement surface has temporarily been removed.

ADD the following subsection to 317.2 Construction Requirements:

317.2.3 Macrotexture Milling

Macrotexture asphalt milling when included as a separate contract pay item shall be performed in accordance with the following:

Existing asphaltic concrete shall be removed by milling in accordance with the details shown on the project plans and as specified herein. The milling equipment shall be specifically designed to remove material to a controlled line and grade by means of grinding or chipping. The equipment used shall be capable of removing the existing asphaltic concrete uniformly throughout the milled area at the required cross-slope and within 1/8 inch of the specified removal depth. The specified removal depth of the existing bituminous pavement shall be as noted on the plans. The removal shall be accomplished in a manner which does not destroy the integrity of any pavement that remains. During production milling, the Contractor shall verify the actual depth of milling required to remove the desired underlying pavement surface. If it is determined by the Engineer that the required milling depth is greater than the specified milling depth, the additional material shall be completely removed to the desired underlying pavement surface, as approved, in accordance with COP Supplement 109.4. The milled material shall be removed and disposed of as specified by the City.

The milled surface shall have a maximum mean macrotexture depth of 4.50 millimeters, as determined in accordance with Arizona Test Method 742- Mean Macrotexture Depth of Milled Pavement.

At the start of the milling operation, the Contractor shall mill a 500 foot test section. The milled surface of the test section shall be evaluated by the Engineer for compliance with the maximum mean macrotexture depth requirement. If the milled surface is in compliance with the macrotexture requirement, the Contractor may begin production milling. If the milled surface is not in compliance with the macrotexture requirement, the Contractor shall make adjustments to the milling operation and then mill another test section.

During production milling, the mean macrotexture depth shall be determined at a minimum frequency of 1 test per 1/2 mile per lane. If, at any time, during the milling operation the Engineer determines that the macrotexture requirement is not being achieved, the Contractor shall stop milling. Milling shall not resume until the Engineer is satisfied that the macrotexture requirement can be met or until successful completion of another test section. The forward speed of the milling machine during production milling shall not exceed the speed used for the test section. The forward speed of the milling machine shall be checked throughout each production day, or at the discretion of the Engineer.

The profile of the milled surface, in both the longitudinal and transverse directions, shall not vary by more than 1/8 inch over a distance of 10 feet.

Under no circumstance shall the removal of existing asphaltic concrete begin until the mix design for replacement asphaltic concrete has been approved by the Engineer.

The extent of removal of existing asphaltic concrete must be in keeping with the Contractor's ability to produce, haul, place and compact replacement asphaltic concrete so that at all times the length of milled surface is at a minimum. If the Contractor's production of replacement asphaltic concrete is stopped for any reason, the removal of asphaltic concrete shall either cease or shall be reduced. The Engineer will be the sole judge as to whether the removal shall cease or be reduced. The Engineer's decision will be based on the reason for the stoppage in asphaltic concrete production, the expected length of the stoppage, the type and depth of the material being removed, and the time of day.

Asphaltic concrete shall be placed as soon as possible after the milling. The surface on which the material is to be placed shall be uniform and free of loose material.

The length of milled surface at any one time shall not exceed 2 miles, or 1/2 the length of the work, whichever is less. Asphaltic concrete shall be placed on the milled surface before the end of each day's work. The lane shall be opened to traffic at the end of each day's work.

In the event of circumstances beyond the control of the Contractor, such as equipment breakdown, or if the production of the replacement asphaltic concrete has been stopped by the Engineer and the Contractor is unable to comply with the requirements in the preceding paragraph, the Contractor shall provide and maintain

such traffic control devices that the Engineer deems necessary under the circumstances in order to provide safe and efficient passage through the work zone.

If the Engineer deems it to be warranted, the Engineer will require that the Contractor provide for the surface drainage of areas where the pavement surface has temporarily been removed.

Pavement, to be removed by milling, adjacent to manholes, valve boxes, small radius curbs and other fixed objects that produce confined areas shall be removed with milling equipment specifically designed to operate in restricted areas and capable of removing asphaltic concrete of the specified thickness without damage or displacement of the adjacent object. Such areas may be excluded from macrotexture testing at the discretion of the Engineer.

On projects with existing curb and gutter, any asphaltic concrete buildup in the gutter designated to be removed, shall be removed prior to the pavement removal operation by equipment and methods approved by the Engineer. The equipment and methods used shall be capable of removing the asphaltic concrete buildup without causing damage to the curb and gutter.

317.3 MEASUREMENT AND PAYMENT

REMOVE in its entirety and REPLACE with the following:

Payment for milling shall be based on plan quantities at the unit bid price in the bid schedule to include milling and proper disposal of the millings away from the site.

SECTION 321: PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

321.2 MATERIALS AND MANUFACTURE

REMOVE in its entirety and REPLACE with the following:

The materials shall conform to Section 710 of these specifications for the type specified. Warm Mix Asphalt (WMA) technologies shall not be used. The specific required mix type shall be called out in the contract documents or as directed by the Engineer.

321.3 WEATHER AND MOISTURE CONDITIONS

REMOVE in its entirety and REPLACE with the following:

Asphalt concrete shall be placed only when the surface on which the material is to be placed is dry, unfrozen, the atmospheric temperature in the shade is at 40 degrees F and rising, and the temperature of the road surface or subsurface is at 50 degrees F and rising as measured in the shade. No asphalt concrete shall be placed when the weather is foggy or rainy, when precipitation is eminent, or when the base or sub base on which the material is to be placed is unstable. Asphalt concrete shall be placed only when the Engineer or the Engineer's authorized representative determines that weather conditions are suitable and sub base conditions on which the material is to be placed are acceptable.

321.4 APPLICATION OF TACK COAT

REMOVE the first and second paragraphs in their entirety and REPLACE with the following:

A tack coat shall be applied to all existing and to each new course of asphalt concrete prior to the placing of a succeeding lift of asphalt concrete.

The application of the tack coat shall comply with Section 329 of these specifications. The grade of emulsified asphalt shall be SS-1h as specified in MAG Specification 713.

321.6 MIX PRODUCTION

ADD the following:

(A) Stockpiling

- (1) Sufficient virgin mineral aggregate material shall be stockpiled at the site of the hot plant to produce the quantity of asphalt concrete required for a minimum of two successive 8 hour shifts; however, this requirement will be modified during the last 2 days production, or under special conditions with the Engineer's approval.
- (2) Mineral aggregate shall be stockpiled so that segregation is minimized. An approved divider of sufficient size to prevent intermingling of stockpiles shall be provided.

(B) Proportioning

- (1) No fine material which has been collected in the dust collection system shall be returned to the mixture unless the Engineer, on the basis of tests, determines that all or a portion of the collected fines can be utilized. If the Engineer so determines, he will authorize in writing the utilization of a specific proportion of the fines; however, authorization will not be granted unless the collected fines are accurately and uniformly metered into the mixture.
- (2) Mineral aggregate and bituminous material shall be proportioned by volume, by weight, or by a combination of volume and weight.
- (3) When mineral aggregate and bituminous material are proportioned by weight, all boxes, hopper buckets or similar receptacles used for weighing materials, together with scales of any kind used in batching materials, shall be insulated against the vibration or movement of the rest of the plant due to the operation of any equipment so that the error in weighting with the entire plant operating shall not exceed 2 percent for any setting nor 1½ percent for any batch. Bituminous material shall be weighed in a heated, insulated bucket suspended from a springless dial scale system.
- (4) When mineral aggregate and bituminous material are proportioned by volume, the correct portion of each mineral aggregate size introduced into the mixture shall be drawn from the storage bins by an approved type of continuous feeder which will supply bituminous material and so arranged that the proportion of each mineral aggregate size can be separately adjusted. The continuous feeder for the mineral aggregate shall be mechanically or electrically actuated.

(C) Drying and Heating

- (1) A recording pyrometer or other approved recording thermometric instrument sensitive to a rate of temperature change of not less than 10 degrees F per minute shall be so placed at the discharge chute of the drier in order to record mineral aggregate and to facilitate reading the recorded temperature. A copy of the recording shall be given to the Engineer. The moisture content of the asphalt concrete immediately behind the paver shall not exceed 1 percent.

(D) Mixing

- (1) The production of the plant shall be governed by the rate required to obtain a thorough and uniform mixture of the materials. Mixing shall continue until the uniformity of coating, when tested

in accordance with the requirements of the American Association of State Highway and Transportation Officials (AASHTO) T 195, is at least 95 percent.

(2) A positive signal system shall be provided to indicate the low level of mineral aggregate in the bins. The plant will not be permitted to operate unless this signal system is in good working condition. Each bin shall have an overflow chute or a divider to prevent material from spilling into adjacent bins.

(3) The temperature of asphalt concrete upon discharge from the mixer shall not exceed 325 degrees F. If the asphalt concrete is discharged from the mixer into a hopper, the hopper shall be constructed so that segregation of asphalt concrete will be minimized.

321.8 PLACEMENT

ADD the following:

(A) The Contractor shall stringline finish ABC grade in the presence of the Engineer or the Engineer's authorized representative to verify compliance to specified tolerances prior to the placement of asphalt concrete. Placement of asphalt concrete shall not begin until adjacent Portland cement concrete items have obtained 75 percent of design strength.

(B) The handling of asphalt concrete shall at all times be such as to minimize segregation. Any asphalt concrete which displays segregation shall be removed and replaced.

(C) All wheels and tires of compactors and other equipment shall be wiped when necessary with an approved product in order to prevent the picking up of the asphalt concrete.

(D) Before asphalt concrete is placed, the surface to be paved shall be cleaned of objectionable material.

(E) The base or subgrade upon which the asphalt concrete is to be placed shall be prepared in accordance with the applicable requirements for the material involved and maintained in a smooth and firm condition until placement.

(F) At any time, the Engineer or the Engineer's authorized representative may require that the work cease or that the work day be reduced in the event of weather conditions either existing or expected which would have an adverse effect upon the asphalt concrete.

(G) The temperature of asphalt concrete just prior to compaction shall be at least 250 degrees F but shall not exceed 300 degrees F, unless permitted by the Engineer.

(H) The asphalt concrete shall be placed as a surfacing course. Surfacing courses are defined as courses placed to serve either as a traffic surface or as a surface upon which a finishing course or seal coat is to be placed. The thickness of surfacing courses will be shown on the project plans.

(I) In order to achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant.

(J) Tapered sections exceeding 8 feet in width or widened sections not exceeding 4 feet in width may be placed and finished by other means approved by the Engineer.

321.8.5 Smoothness

REMOVE the second sentence in its entirety and REPLACE with the following:

Surfacing course surfaces shall not vary more than 1/8 inch from the lower edge of a 10 foot long straightedge when the straightedge is placed parallel to the center of the roadway.

321.9 QUALITY CONTROL

ADD the following:

Contractor Quality Control

(A) General Requirements

(1) It shall be the responsibility of the Contractor to administer a Quality Control Plan (hereinafter, within this section, referred to as "Plan") sufficient to assure a product meeting the requirements of these specifications. The Plan may be operated wholly or in part by a subcontractor or an independent organization; however, the Plan's administration, including compliance with the Plan and its modification, shall remain the responsibility of the Contractor.

(2) The Contractor is required to provide and maintain a Quality Control Plan, along with all the personnel, equipment, supplies and facilities necessary to obtain samples, perform tests, and otherwise assure the quality of the project.

(3) The Contractor shall submit the Plan to the Engineer or the Engineer's authorized representative at the preconstruction conference.

(4) The Contractor shall perform process control sampling, testing and inspection during all phases of the work and shall perform the process control sampling, testing, and inspection at a rate sufficient to assure that the work conforms to the contract requirements. The Contractor shall provide the Engineer a certification stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures.

(B) Elements of the Plan

(1) The Plan shall address all elements which affect the quality of the asphalt concrete including, but not limited to the following: Mix Design, Aggregate Production, Quality of Components, Stockpile Management, Proportioning, Mixing (including addition of Mineral Admixture, if required), Placing and Finishing, Joints, and Compaction.

321.12 MEASUREMENT

ADD the following:

(A) Measurement under this item shall be to the nearest square yard.

(B) No separate measurement shall be given for the thickened edge, COP GES Detail 201Q and as detailed on project drawings. This work shall be considered incidental and included in the unit price bid in the contract documents. Payment shall be made at the unit price bid in the contract documents for the items complete in place, adjusted for compaction and thickness deficiencies as herein provided.

SECTION 329: TACK COAT**329.3 APPLICATION**

REMOVE in its entirety and REPLACE with the following:

(A) The application rate shall be between 0.04 to 0.06 gallons per square yard of diluted material, 50 percent water and 50 percent emulsion, using SS-1h.

(B) The tack coat shall be applied only as far in advance of placing the asphalt concrete as ordered by the Engineer; however, in no event shall the tack coat be applied and not covered by the asphalt concrete in the same day.

329.6 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement shall be per ton diluted as placed, based on weight tickets.

SECTION 336: PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION

REMOVE the second paragraph in its entirety and REPLACE with the following:

Asphalt concrete roadway pavement replacement shall be constructed in accordance with COP GES Detail 200Q-1 and as indicated on the plans.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

All other surface replacement in the right-of-way but not in paved roadways shall be constructed in accordance with COP GES Detail 200Q-1 and as indicated on the plans.

336.2.1 Pavement Widening or Extensions

REMOVE the second paragraph in its entirety and REPLACE with the following:

The existing pavement shall be cut and trimmed after placement of required ABC and just prior to placement of asphalt concrete for pavement widening or extension, and the trimmed edges shall be painted with a light coating of emulsified asphalt immediately prior to constructing the new abutting asphalt concrete pavements. No extra payment shall be provided for these items and all costs incurred in performing this work shall be incidental to the widening or pavement extension.

336.2.3 Temporary Pavement Replacement

REMOVE the first and second paragraphs in their entirety and REPLACE with the following:

Temporary pavement replacement with UPM in accordance with COP GES Detail 200Q-1 shall be required in right-of-way until permanent hot mix trench pavement replacement can be performed. The Contractor shall install temporary asphalt pavement or the first course of permanent pavement replacement in accordance with Section 336 of these specifications immediately following backfilling and compaction of trenches that have been cut through existing pavement. Except as otherwise provided in Section 336, this preliminary pavement shall be maintained in a safe and reasonably smooth condition until required backfill compaction is

obtained and final pavement replacement is completed. Temporary paving removed shall be hauled from the job site and disposed of by the Contractor at no additional cost to the Agency.

Permanent pavement replacement shall replace temporary repairs within 5 working days after completion of temporary work.

336.2.4.1 Permanent Asphalt Pavement Replacement

ADD the following:

(H) Asphalt concrete trench pavement replacement shall be a minimum 4 inch thickness compacted to 95 percent of laboratory density in accordance with COP GES Details 200P-2, 200Q-1 and MAG Specification 601.6.

(I) Permanent hot mix asphalt concrete pavement replacement shall be required for all trench cuts. Installation of UPM or other high performance cold mix shall not be permitted for permanent installation. The Contractor shall be required to maintain pavement trench cuts to the satisfaction of the Engineer.

(J) The Contractor shall coordinate with the Engineer a minimum of 2 working days in advance of trench paving.

REMOVE the last paragraph in its entirety.

336.3 TYPES AND LOCATIONS OF TRENCH SURFACE REPLACEMENT

REMOVE the first five paragraphs in their entirety and REPLACE with the following:

Normally, the type of pavement replacement and backfill required will be noted on the plans or specified in other portions of the contract documents and construction shall be in accordance with COP GES Detail 200Q-1. If a type is not noted on the plans or specified in the special provisions, the following criteria will govern:

T-Top trench repair will be utilized on all streets per COP GES Detail 200Q-1.

COP GES Detail 200Q-1 trench repair shall be utilized to repair surfaces other than asphalt concrete or Portland cement concrete pavement. It may also be used when the condition of the existing pavement does not justify construction of T-Top trench repair. Prior written approval of the Engineer is required for this condition.

336.4 MEASUREMENT

REMOVE items (A) and (B) in their entirety and REPLACE with the following:

(A) In computing pay quantities for replacement using COP GES Detail 200Q-1, pay widths shall not exceed the maximum widths as depicted on Table 601-1, plus 24-inches for the T-Top.

(B) In computing pay quantities for replacement using COP GES Detail 200Q-1, pay widths shall not exceed the maximum widths as depicted on Table 601-1.

336.5 PAYMENT

ADD the following:

Pavement matching and surfacing replacement shall include all saw cutting, removal and disposal of existing pavement, plus all labor and material for complete installation of permanent pavement replacement. No extra payment will be made for temporary pavement required for maintenance of utility trench cuts or for trench widths in excess of Section 336.4 of these specifications.

SECTION 340: CONCRETE CURB, GUTTER, SIDEWALK, CURB RAMPS, DRIVEWAY AND ALLEY ENTRANCE

340.2 MATERIALS

REMOVE the first sentence in its entirety and REPLACE with the following:

Concrete shall be Class AA unless otherwise noted.

340.2.1 Detectable Warnings

ADD the following:

Detectable warnings shall be Masco Detectable Warning Panels, or approved equal, and in the color Salem Red.

340.3.1 Subgrade Preparation

REMOVE the second paragraph in its entirety and REPLACE with the following:

The subgrade shall be constructed and compacted true to grades and lines shown on the plans and as specified in Section 301 of these specifications. All soft or unsuitable material shall be removed to a depth of not less than 6 inches below subgrade elevation and replaced as directed by the Engineer. Unsuitable material shall be measured and paid in accordance with Section 205.2 of these specifications. The subgrade shall be compacted to not less than 95 percent of the maximum dry density.

All concrete items in this section shall be constructed on a minimum of 4-inches of aggregate base course unless noted otherwise, whether shown on the standard details or not. Aggregate base course shall be compacted to not less than 98 percent of maximum dry density.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.1 Concrete Curb, Gutter, and Curb Terminations

The pavement section (base and sub-base) shall extend to the back of curb.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.1a Single Curb

All single curb shall be constructed to MAG Detail 222.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.2 Concrete Sidewalk, Sidewalk Landing, and Ramp

Concrete sidewalk, sidewalk landings, and ramps shall be in accordance with COP GES Details or as otherwise modified on the plans.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.3 Concrete Driveway Entrances and 6 Inch Concrete Slabs

Portland cement concrete pavement shall contain 6 percent $\pm$ 1 percent entrained air. Slump shall be a maximum of 3½ inches.

Construction Joints shall be a maximum of 15 feet apart. The Contractor shall submit a jointing pattern for review and approval prior to construction.

Driveways shall include the curb returns to the existing grades as shown on MAG Detail 251 and modified by the driveway details in the plans. All concrete used in the driveways and adjacent sidewalk crossings shall be 6 inches thick.

Match up construction shall include 10 feet of replacement driveway surfacing from the new top of sidewalk to the existing driveway elevations behind the sidewalk unless otherwise shown on the plans.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.4 Concrete Valley Gutter

All concrete valley gutter shall be constructed on a minimum 8 inch thick aggregate base course, whether shown on the standard details or not.

340.3.10 Deficiencies

REMOVE in its entirety and REPLACE with the following:

Any section of the work deficient in depth or not conforming to the plans or specifications shall be removed and replaced by the Contractor at no additional cost to the City. Replacement or reconstruction shall be from joint to joint.

Concrete work that does not comply with tolerance requirements of MAG Specification 340.3.9 shall be removed and replaced. Remove and replace gutters that exceed the ponding tolerance. Grinding shall only be allowed if approved by the Engineer.

No placement of asphalt shall occur unless the Contractor receives acceptance from the Engineer for all concrete work, such as, but not limited to: curb and gutter, gutter, raised median, concrete sidewalks and ramps, and valley gutter.

It shall be the Contractor's responsibility to submit for approval in advance of any paving operations such that concrete work can be inspected, and deficient work can be removed and replaced by the Contractor. The Contractor shall make necessary removals, replacements and corrections at no additional cost to the City. The Contractor shall not receive any time extension for removal, replacements and corrections of deficient work unless approved by the Engineer. The Contractor shall not receive any time extension for failure to notify the City in a timely manner for inspection before paving operations.

Approval shall be a written document from the Engineer. Verbal approval shall not be accepted.

340.5.2 Concrete Flat Work

REMOVE in its entirety and REPLACE with the following:

Sidewalks, driveways, alley intersections, valley gutters, curb ramps and aprons, to include spandrels, will be measured to the nearest square foot complete in place. When concrete sidewalks, sidewalk ramps, driveways, alley intersections, valley gutters, curb ramps, aprons and/or spandrels are cut during trenching operations, the square foot measurement for payment will be in accordance with Section 336 of these specifications.

340.5.3 Curb Ramp Installation

REMOVE in its entirety and REPLACE with the following:

Curb ramp installation shall be measured in accordance with Section 340.5.2 of these specifications. Detectable warnings are an integral part of curb ramp installations and shall not be measured or paid separately.

Perpendicular curb ramps shall include the area from the back of curb between the outer edges of the ramp wings to the top of the curb ramp, ending prior to and excluding the top landing. The top landing area shall be measured as sidewalk in accordance with Section 340.5.2. Ramp curbs are an integral part of the perpendicular curb ramp installation and shall not be measured or paid separately.

Parallel and combination curb ramps shall include the ramp area between the ramp curb and the back edge of the roadway curbing. Ramp curbs are an integral part of parallel curb ramp and combination curb ramp installations and shall not be measured or paid separately.

ADD the following subsection to 340.5 Measurement:

340.5.4 Aggregate Base Course

Aggregate base course shall be considered incidental to all items in this section.

340.6 PAYMENT

ADD the following:

Aggregate base course shall be considered incidental to all items in the section.

No separate measurement or payment for the curb returns and transition curbs for driveways shall be made.

SECTION 345: ADJUSTING FRAMES, COVERS AND VALVE BOXES**345.1 DESCRIPTION**

REMOVE the second paragraph in its entirety and REPLACE with the following:

All frames, covers, valve boxes, manholes, etc., shall be adjusted to finished grade after placement of asphalt concrete surface course by the Contractor in accordance with the standard details. Adjustments shall be completed within 15 working days of completion of paving.

The Contractor shall remove old frames and covers and install new frames and covers in accordance with the contract documents.

345.3 ADJUSTING FRAMES

REMOVE the second paragraph in its entirety and REPLACE with the following:

Frames shall be set to the elevations and slopes established by the Engineer and shall be firmly blocked in place in accordance with COP GES Detail 422Q. Spaces between the frame and the old seat shall be sealed on the inside to prevent any concrete from entering the hand hole or manhole. Class AA concrete shall be placed around and under the frames to provide a seal and properly seat the frame at the required elevation and slope.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ -inch wide by ½ - inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Details 270Q and 422Q)

Existing frames and covers shall be salvaged to the City. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

After removal of the temporary asphalt pavement in the area of adjustment, and prior to placement of the final concrete collar ring (as shown on COP GES Details 270Q and 422Q) the asphalt pavement in proximity of the adjustment shall be rolled with a self-propelled steel wheel roller if requested by the Engineer.

Traffic shall not be allowed on the concrete collars until the concrete has reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use “high-early” in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

345.4 ADJUSTING VALVE BOXES

REMOVE in its entirety and REPLACE with the following:

Valve boxes shall be adjusted to the new elevations indicated on the plans, or as established by the Engineer.

New valve box top risers and caps shall be furnished by the Contractor at existing water valve locations and placed as directed by the Engineer. New valve box top risers and caps shall be considered incidental to the cost of adjustment.

Existing valve box risers and caps shall be salvaged to the City. All salvaged items shall be delivered to the City Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ inch wide by ½ inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Detail 391Q)

Traffic shall not be allowed on the concrete collars until the concrete had reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use “high-early” in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

Add the following subsection to 345.4 Adjusting Valve Boxes:

345.4.1 Adjusting Meter Boxes

Meter boxes shall be adjusted to the new elevations indicated on the plans, or as established by the Engineer.

Additional meter box sections, concrete, and miscellaneous items required to protect the utility in accordance with the respective standard detail shall be considered incidental to adjusting the meter box.

345.5 ADJUSTING MANHOLE AND VALVE COVERS WITH ADJUSTMENT RINGS

REMOVE in its entirety and REPLACE with the following:

Existing sanitary sewer manhole and covers shall be salvaged to the City. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer.

Adjusting rings may be used to raise manhole covers in conformance to the dimensions noted on COP GES Detail 420Q-1. The amount of adjustment, thickness of seal or overlay, and cross slope will be considered when using adjusting rings. Each location where an adjusting ring is used must have a sufficient depth of asphalt to assure the proper installation and operation of the ring. The rings shall be made of concrete and installed per the manufacturer’s specifications. The rings shall be approved by the Engineer.

The concrete collar ring around the frame or valve box shall be circular, shall be a minimum of 8 inches thick, struck off and finished ¼ inch below with the adjacent new pavement surface. Concrete shall be a minimum of Class AA. All concrete shall be obtained from plants approved by the Engineer.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ inch wide by ½ inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Detail 270Q)

Traffic shall not be allowed on the concrete collars until the concrete has reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use “high-early” in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

All machined surfaces on the frame and cover shall be such that the cover will lie flat in any position in the frame and have a uniform bearing through its entire circumference. Any frame and cover which creates any noise when passed over by automobiles shall be replaced by the Contractor at the Contractor’s expense.

345.6 MEASUREMENT

ADD the following:

Measurement for adjusting existing frames, covers, valve boxes, and water meter boxes to finished grade shall be the actual number of each type adjusted and accepted.

Measurement for adjusting new frames, covers, valve boxes, and water meter boxes shall not be measured as adjustment to finished grade is considered incidental to installation of the respective item.

SECTION 350: REMOVAL OF EXISTING IMPROVEMENTS

REMOVE the section in its entirety and REPLACE with the following:

350.1 DESCRIPTION

The work under this section shall consist of the removal, wholly or in part, and satisfactory disposal of all structures and obstructions within the right-of-way 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 cavities.

Existing structures, pavement, sidewalks, curbs, gutters 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 become the property of the Contractor.

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 damage active utilities or any portion of the improvement that is to remain in place.

350.2 CONSTRUCTION REQUIREMENTS

Bridges, culverts and other structures in use by traffic shall not be removed until satisfactory arrangements have been made to accommodate the traffic. Blasting or other operations necessary for the removal of an existing structure or obstruction, which may damage new construction, shall be completed prior to commencing the new work.

Items designated to be salvaged shall be carefully stockpiled or stored by the Contractor at locations designated in the special provisions 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 of these specifications. Backfill of all excavated areas below structures shall be in accordance with MAG Specification and COP Supplement 206.4.

350.3 REMOVAL OF PAVEMENT

(A) Portland Cement Concrete Pavement: Unless otherwise specified in the special provisions, concrete pavement designated on the project plans to be removed shall be removed from the job site and disposed of at a site secured by the Contractor.

Where new construction is to join the existing concrete pavement, the pavement shall be saw cut to a true line perpendicular to the centerline of the pavement with straight vertical edges free from irregularities.

(B) Bituminous Pavement: Unless milling is noted on the plans or is a bid item, all bituminous pavement designated on the project plans to be removed, shall be completely removed down to the underlying base course or subgrade. The pavement material shall be removed and disposed of at a site secured by the Contractor.

Where new construction is to join existing bituminous pavement, the existing pavement shall be cut to a true line perpendicular to the centerline of the pavement with straight vertical edges free from irregularities. The removal of asphaltic concrete at the approaches to structures shall be accomplished in a manner approved by the Engineer.

350.4 REMOVAL OF STORM PIPE AND CULVERTS

All removed pipe which is to be salvaged or re-laid shall be cleaned of all earth and other material inside and outside prior to being stockpiled or reused. Pipe to be reused shall be stored when necessary to avoid damage or loss before relaying.

Existing pipe to be partially removed shall be cut with straight and smooth edges on a plane perpendicular to the center line of the pipe.

Pipe that is not salvaged shall become property of the Contractor, removed from the project, and disposed of properly.

350.5 REMOVAL OF MISCELLANEOUS CONCRETE

Miscellaneous concrete shall be defined as all or portions of mortared rubble masonry, curbs, gutters, sidewalks, driveways, aprons, slope paving, island paving, retaining walls, spillways, drainage structures, concrete box culverts, foundations, footings and all other Portland cement concrete or masonry construction, except bridges and pavement. All existing miscellaneous concrete shall be removed to a depth of at least 5 feet below finished subgrade elevation unless otherwise noted on the project plans or special provisions. Other specification sections that discuss removal of concrete items shall supersede the provisions in this section.

Where new concrete is to join existing concrete, the existing concrete shall be saw cut to a true line with straight vertical edges free from irregularities.

Concrete removal operations shall be performed without damage to any portion that is to remain in place. All damage to the existing concrete, which is to remain in place, shall be repaired to a condition equal to that existing prior to the beginning of removal operations. The repairing of existing concrete damaged by the Contractor's operations shall be at no additional cost to the City.

Existing reinforcement that is to be incorporated in new work shall be protected from damage and shall be thoroughly cleaned of all adhering material before being embedded in new concrete.

Concrete shall be disposed of as provided in 350.3(A).

The floors of concrete basements, pits and structures that are located within the right-of-way shall be completely removed.

350.6 REMOVAL OF UTILITIES

Removal of water mains, sewer mains, and related appurtenances shall be in accordance with COP Supplement 650 and 651, respectively.

All existing utilities not designated for removal shall remain in place and be protected against damage.

A utility may be abandoned in place below a new major structure that is part of the work only if approved by the Agency and solidly filled with grout using methods approved by the Agency. All abandoned utilities to remain and the approved abandonment method shall be noted on the installation record drawings.

Utilities to be removed by the Contractor shall be disconnected and taken out in accordance with the requirements of the utility owner to the limits shown on the plans. Utility removal shall not be performed until a release has been obtained from the utility stating that their respective service connection and appurtenant equipment have been disconnected, removed or sealed and plugged in a safe manner.

The Engineer shall be notified when utilities are encountered that are not shown on the plans.

350.6.1 Removal and Disposal of Asbestos Cement Pipe

(A) Background

Asbestos Cement Pipe (ACP) is a mixture of Portland cement and asbestos fibers. It was introduced into North America in 1931 and by 1953 the American Water Works Association (AWWA) had established standards for ACP. Along with many other cities, ACP water mains were installed in the city of Prescott and as a consequence, we have a considerable quantity of this material in service. Some of these mains are old and need to be replaced; some are undersized and need to be upsized; and others are in conflict with new utility installations and need to be relocated. These actions require all or part of the existing ACP system to be removed and disposed. Subsequent to ACP's introduction into the United States, the EPA determined that asbestos, in an airborne condition, is a hazardous material and established laws/guidelines for the handling and disposal of the material. The Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) establishes requirements for the removal and disposal of regulated asbestos containing materials. This policy statement establishes procedures and identifies responsibilities for the proper handling of asbestos-cement pipe in conformance with the Asbestos NESHAP requirements in effect as of November 1990.

NOTE: As used herein, the term "Excavator" shall refer to that entity (individual or contractor) which actually excavates and exposes the pipe. The term "Generator" means any owner or operator of a source (covered by the regulation) whose act or process produces asbestos containing waste material. The term "extra cost" shall refer to the cost over and above the removal and disposal of the pipe in a non-friable state.

(B) Policy

(1) It is the intent of the City to comply with the requirements of the Asbestos NESHAPS found at 40 CFR Part 61, Subpart M. This Policy Statement will establish procedures to be used by all Excavators in the removal and disposal of ACP in compliance with NESHAPS. Nothing in this Policy Statement shall be construed to void any provision of a contract or other law, ordinance, regulation or policy whose requirements are more stringent.

(2) ACP is defined under NESHAPS as a Category II, non-friable, non-regulated material in its intact state but which may become friable upon removal, demolition, and/or disposal. Consequently, if the removal/disposal process renders the ACP friable, it is regulated under the disposal requirements of 40 CFR 61.150. If more than 260 linear feet of ACP is removed which on removal will become friable, a NESHAPS notification must be filed with the Yavapai County Environmental Services Department. The notification must be filed at least 10 days prior to removal of the material. If it remains in its non-friable state, as defined by the NESHAPS, it can be disposed as a conventional

construction waste. EPA defines friable as material, when dry, which may be crumbled, pulverized or reduced to powder by hand pressures.

(3) The Generator of the hazardous material is responsible for the identification and proper handling, transportation, and disposal of the material. Therefore, it is the policy of the City that if the actions of the Excavator cause the material to become friable, and therefore subject to the regulations, that the Excavator becomes the Generator.

(4) The requirements of A.R.S. § 40-360.21 through 40-360.32 (Blue Stake Law) are important with respect to implementation of this policy statement. The Blue Stake Law mandates the owner of the facility (in this case the City) to maintain installation records and, upon request, to properly locate the underground facility. The law also places requirements on the Excavator to:

- (a) Call Arizona 811 at least 2 working days prior to the start of excavation.
- (b) Mark the boundaries of the location to be excavated.
- (c) Excavate in a careful and prudent manner, including hand digging within 24 inches of the underground facility.
- (d) Notify the City if the Excavator encounters an underground facility that has not been located and marked or has been marked in the wrong location.

If the Excavator does not comply in full with Arizona 811 requirements and therefore causes non-friable ACP to become friable, any and all extra costs incurred to handle, containerize, transport, and dispose of the asbestos containing waste shall not be paid or reimbursable by the City. If Arizona 811 requirements are met and ACP is accidentally or unknowingly disturbed thereby causing it to become friable, the Excavator may seek reimbursement from the City for additional costs to handle, containerize, transport and dispose of the material following the procedures described herein.

(5) The Contractor shall retain the services of an independent, qualified, licensed asbestos abatement Consultant. All removal and disposal of ACP shall be under the cognizance of the Consultant. The Excavator is responsible to contact the Consultant a minimum of 2 working days prior to the initiation of removal/disposal operations.

The Consultant will monitor the Excavator's work. If the ACP was not planned for removal and the Excavator accidentally disturbs the pipe, the Excavator will cease all work and notify the Engineer immediately for further instructions.

(6) It is the intent of the City that all ACP shall be removed in such careful and prudent manner that it remains intact and non-friable. The Excavator is responsible to deploy the means, methods, techniques, and sequences to ensure this result. When it is a practical impossibility, as determined by the Engineer, to remove the ACP without creating a friable material, the City will pay the Excavator for the removal of friable material in accordance with the measurement and payment section. The Excavator shall take steps to minimize the amount of the friable waste and abide with all asbestos regulatory requirements. The Consultant shall be available to provide recommendations or suggestions, which the Excavator may or may not choose to deploy. The Consultant shall measure or otherwise assess and recommend to the Engineer the amount or percentage of friable waste for which the City should pay for removal and disposal with the remainder being the responsibility of the Excavator. If the ACP is caused to become friable, the Consultant shall conduct perimeter air monitoring upon request by the City. If the Excavator fails to notify the Consultant, fails to excavate and remove the ACP in a careful and prudent manner creating friable material or fails to abide with all asbestos regulatory requirement, the Excavator shall be deemed to be the Generator responsible to handle, transport and dispose of the ACP in accordance with the NESHAPS requirements and will not be reimbursed for any cost incurred. This will include all penalties and associated legal fees of the Generator as well as any penalties assessed against the City, and any associated legal fees incurred by the City for violation of any of the asbestos regulatory requirements that are caused by the Excavator.

- (7) ACP shall NOT be crushed and left in place.
- (8) Compliance with all aspects of worker safety and health regulations including but not limited to the OSHA Asbestos Standard is the responsibility of the Excavator. The City assumes no responsibility for compliance programs which are the responsibility of the Excavator.
- (9) Payment for removal of non-friable existing asbestos cement pipe shall be at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill in accordance with the specifications.
- (10) Payment for removal of friable existing asbestos cement pipe shall be a contingent item at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill as determined by the Engineer in accordance with this section and other provisions of the specifications.

350.7 REMOVAL OF SIGNS AND DELINEATORS

Street signs, traffic control signs, traffic signal material and control devices shall be removed as designated on project drawings, salvaged and delivered to the City at the site designated by the Engineer. The Contractor shall dismantle the sign panels and delineators and remove the sign posts from the ground in such a manner as to prevent damage to the posts. The Contractor shall not remove the existing signs prior to the completion of the new sign installation, but shall remove them within 5 working days after the installation of the new signs or as directed by the Engineer.

350.8 REMOVAL OF FENCE

All fence to be removed, shall become the property of the Contractor unless designated for salvage on the project plans. If fence is designated to be removed and salvaged, all fence, including gates shall be salvaged in accordance with the requirements of 202-3.01.

When designated for salvage, fence and gates shall be carefully dismantled and neatly rolled or coiled. Posts shall be cleaned of all concrete and dirt.

In areas where new fence or relocated fence is to be installed, the Contractor shall perform the removals in such a manner as to prevent the escape of any livestock and/or domestic pets, including the placement and removal of temporary fence when necessary.

350.9 REMOVAL OF GUARDRAIL

All guardrail to be removed shall become the property of the Contractor unless otherwise specified on the project plans.

If guardrail is designated to be removed and salvaged, the Contractor shall carefully dismantle the guardrail and remove the blocks and posts in such a manner as to prevent any damage to the removed items. The guardrail, including panels, end sections, posts and all hardware shall be salvaged in accordance with the requirements of 350.2.

350.10 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for removal of existing improvements unless otherwise noted on the plans or there being removal bid items. This work shall be considered incidental and included in the unit price bid for construction of the appropriate contract pay items.

Measurement for non-friable and friable asbestos cement pipe shall be by the linear foot of pipe removed.

Payment for removal of non-friable existing asbestos cement pipe shall be at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill in accordance with the specifications.

Payment for removal of friable existing asbestos cement pipe shall be a contingent item at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill as determined by the Engineer in accordance with paragraphs E and F and other provisions of the specifications.

PART 400 – RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401: TRAFFIC CONTROL

401.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Traffic control is the responsibility of the Contractor and shall be performed in accordance with 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 with the latest revisions, Prescott Traffic Barricade Manual, and the project plans.

(A) Prior to beginning the project, the Contractor shall submit to the City, for approval, a traffic control plan for all activities connected with the proposed work. He must obtain approval from the Engineer for the traffic control plan and schedule prior to any construction. The Contractor shall submit the traffic control plan to the Engineer at or before the project preconstruction conference.

(B) Written notice shall be given to the Engineer or the Engineer's authorized representative on the job 48 hours prior to any changes in detours or routes of access. The notice shall give specific details with maps showing the access to all residences and businesses affected by the project.

(C) The City Police and Fire Departments shall be continually updated on access routes along and through the site during construction.

401.2 TRAFFIC CONTROL DEVICES

ADD the following:

(C) All traffic control devices required for the project shall be the responsibility of the Contractor.

(D) When required to cross, obstruct, or close a street, traffic way, or sidewalk for a short duration that is approved by the Director, the Contractor shall provide and maintain suitable bridges, detours or other approved temporary means for the accommodation of vehicular and pedestrian traffic.

(E) When traffic conditions at the construction site warrant the use of certified police personnel to direct traffic, arrangements shall be made with the City Police Department, Yavapai County Sheriff's Office, or Department of Public Safety for off-duty officers.

401.3 FLAGMEN OR PILOT CARS

REMOVE in its entirety and REPLACE with the following:

The Contractor shall provide sufficient certified flagmen, uniformed off-duty law enforcement officers and pilot cars to expedite the safe passage of traffic through the work zone as determined by the Engineer.

Any individual who is stationed in a work zone to provide temporary traffic control (flagmen) or to drive a pilot car shall have completed training and be certified in flagging through a program that meets the training and certification standards of the National Safety Council flagger training program, the American Traffic Safety Services Association (ATSSA) flagger program or an equivalent program that meets the same objectives. An equivalent program must be approved by the Director and meet the US Department of Transportation Federal Highway Administration's Standards for the control of traffic through highway work zones as defined in the manual on uniform traffic control devices for streets and highways. This training and certification shall be renewed at least once every 4 years. It is the Contractor's responsibility to provide the certifications to the Engineer before flagmen engage in the traffic control and/or temporary traffic control. This section does not apply to law enforcement personnel who are employed by governmental entities. Should appropriately trained flaggers not be present, the City, at its discretion may cease operations until appropriately trained flaggers can be provided on-site.

401.6 MEASUREMENT

REMOVE in its entirety.

401.7 PAYMENT

REMOVE in its entirety.

ADD the following subsection to Section 401- Traffic Control:

401.8 MEASUREMENT AND PAYMENT

Payment for traffic control shall be at the applicable unit price bid in the contract documents.

(A) Preparation of traffic control plan shall be inclusive of all submittals, reviews and if needed, re-submittals.

(B) Flaggers shall be per hour for actual time directing traffic. It does not include travel time or time spent setting up or taking down devices.

(C) In the event off-duty police personnel are required to direct traffic, the bid schedule includes an allowance for certified police personnel for the purpose of encumbering funds to cover the cost of certified police personnel. The amount of the allowance is determined by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount in the bid proposal and shall reflect the same in the total bid for the project.

It shall be understood that this allowance is an estimate only. The allowance shall be not used without approval of the Engineer.

Reimbursement for certified police personnel shall be based on actual cost, plus an allowable markup to the prime Contractor of 15 percent, for use of certified police personnel approved by the Engineer.

Flagmen, uniformed off-duty law enforcement officers or pilot cars, with driver, will be measured by the hour for each individual, including vehicle and equipment, required to perform traffic control. When an officer is

used less than 3 hours, a minimum of 3 hours will be charged. Anything over 3 hours will be measured by the hour.

Payment will be made at the contract bid price in the proposal for uniformed, off-duty law enforcement officer. If the officer is utilized in excess of 8 hours in any calendar day or in excess of 40 hours in any calendar work week, payment shall be at the rate of 1½ times the contract bid price for all hours worked in excess in either of the above time periods.

(D) Barricades and storage shall be at the lump sum bid and shall be inclusive of all temporary signs and devices in the traffic control plan and as required by the MUTCD, COP Traffic Barricade Manual and the Engineer.

(E) Message boards shall be measured by each per day as determined necessary by the approved traffic control plan and the Engineer.

(F) Pilot car and driver shall be per hour for actual time used as required by the approved traffic control plan and the Engineer. It does not include travel time or time spent setting up or taking down devices.

(G) Incidental traffic related items shall include all other pertinent tools, equipment, devices and or work required to provide safe and effective traffic control in accordance with the approved traffic control plan, the MUTCD and the Engineer.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 402: PAVEMENT MARKINGS AND STRIPING

402.1 THERMOPLASTIC PAVEMENT MARKINGS

Work under this item shall be performed per ADOT Specification 704.

(A) Stop Bars and Crosswalks: Work under this item shall consist of the application of thermoplastic striping material at the locations noted on the project plans. All stop bars shall be 18 inches in width unless otherwise specified. Crosswalks shall be 12 inches in width.

(B) Measurement shall be in accordance with ADOT Specification 704-5 (width times length divided by 4 inches equals LF as shown in bid schedule).

(C) Pavement Markings: Pavement markings shall be in accordance with ADOT Specifications 704-4, ADOT 4-M 1.12 through 4-M 1.17, and as modified herein. Work under this item shall consist of the application of thermoplastic striping material at the locations noted on the project plans.

402.2 TEMPORARY STRIPING

Work under this item, temporary striping (paint) where required, shall be performed per ADOT Specification 701-3.05.

402.3 PERMANENT PAVEMENT MARKINGS

Work under this item shall be performed per ADOT Specification 708.

402.4 MEASUREMENT AND PAYMENT

Measurement and payment for pavement markings shall be at the per each basis for each legend or marking installed in accordance with ADOT Specification 704-5.

Measurement and payment for temporary striping shall be per ADOT Specifications 708-4 and 708-5.

Measurement for permanent pavement markings shall be in accordance with ADOT Specification 708-4 (width times length divided by 4 inches equals LF as shown in bid schedule). Payment for permanent pavement markings shall be in accordance with ADOT Specification 708-5.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 403: PERMANENT SIGNING, SIGN POSTS AND DELINEATORS

403.1 DESCRIPTION

Work under this item shall be done in accordance with the project drawings and requirements of the Manual MUTCD, MAG Detail 131, and ADOT Signing and Marking Standards.

403.2 GENERAL SIGNING GUIDELINES

- (A) All signing shall conform to the most recent editions of the publications shown above with regard to size, color, shape and placement.
- (B) All signs shall be new (other than those shown to be relocated). All new and relocated signs shall be mounted on new posts with new hardware. Signs designed for installation on existing street light poles shall be mounted with new hardware.
- (C) Traffic sign dimensions, colors and lettering shall conform to the latest MUTCD Specifications. Traffic sign size shall be standard unless otherwise specified here or on the plans.
- (D) All non mountable curb section signs shall be located at least 2 feet from the curb face to the nearest edge of the sign. All other roadways signs shall be mounted from 6 feet to 12 feet from the edge of the pavement to the nearest edge of the sign, unless otherwise noted in the sign summary table or on the plans.
- (E) Roadways with guardrail signs shall be located at least 6 feet from the face of the guard rail to the nearest edge of the sign, unless otherwise noted in the sign summary table or on the plans.
- (F) Sign location shall be coordinated with landscaping plans to ensure sign visibility per AASHTO Standards.
- (G) Signs shall be mounted on street light poles whenever feasible.
- (H) All signs installed in areas where parking or pedestrian movements occur shall typically be erected at a height of 7 feet above the normal edge of pavement or sidewalk to the bottom of the sign or to the lowest sign in a multiple sign installation assembly with the following exceptions:
 - (1) The height to the bottom of a secondary sign mounted below another sign may be up to 2 feet less than the height specified above.
 - (2) If the bottom of a secondary sign that is mounted below another sign is mounted lower than 7 feet above a pedestrian sidewalk or pathway, the secondary sign shall not project more than 4 inches into the pedestrian facility.

- (3) Object markers shall be installed at least 4 feet above the normal edge of pavement.
- (I) All R1-1 "STOP" signs and pedestrian warning signs shall be reflective with all reflective sheeting material to be diamond grade.
- (J) All other signs are to be reflective with all reflective sheeting material to be high intensity prismatic meeting or exceeding ASTM D4956-04.
- (K) Sign blanks shall be 5052-H38 alloy treated aluminum with Alodine 1200 conversion coating, 0.080 inch thick with rounded corners.
- (L) Stop signs are to be shown at all local street intersections within a subdivision unless an engineering study shows that no control or yield control is warranted. Stop signs shall be designed and shown at all collector and non signalized arterial street intersections.
- (M) Stop signs and Yield signs shall be a minimum of 30 inches in width. When specified by the City Traffic Engineer 36 inch and/or 48 inch signs may be required on major collectors and arterial streets.

403.3 SIGN POSTS

- (A) Sign posts shall conform to the COP GES Detail 131Q.
- (B) For new construction the Telspar, Uni-strut or approved equal 12 gauge, galvanized steel, 4 sided perforated square tubing is required. Two inch tubing shall be used for smaller signs while 2½ inch tubing shall be used for the larger signs.
- (C) The post shall be tall enough to provide the minimum clearances specified in COP GES Detail 131Q.
- (D) The base and sleeve system for the sign shall be anchored in a minimum of a 24 inch deep, 12 inch diameter foundation of concrete. The base shall have a breakaway slip base system. The exposed post from the base shall be 4 inches to 6 inches high.
- (E) Signs over 48 inches wide shall be mounted on two, 2½ inch posts with a horizontal support frame.
- (F) All station locations are approximate. The Contractor shall verify actual sign locations with the Engineer prior to the installation of all signs.
- (G) The Contractor shall verify post lengths and elevations prior to installation.

403.4 MEASUREMENT AND PAYMENT

Measurement and payment shall be the unit price per each for posts and delineators and per square foot for sign panels, complete and in place.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 404: LOOP DETECTORS

404.1 QUADRUPOLE LOOP DETECTORS

- (A) Loop detectors shall be installed in base course of asphalt concrete pavement and conform to ADOT Specifications 735 and 732-2.01, ADOT Traffic Signals and Lighting Standard Drawings (2010) 7-1. All

loop detectors shall be installed per ADOT Signals and Lighting Standard Drawing T.S. 7-1, Sheet 2. Installation shall include the home runs and installation of loop wiring into the existing signal cabinet. The hardwiring in the cabinet will be accomplished by City forces unless otherwise specified.

(B) Prior to bidding, the Contractor shall verify the location and layout of the existing detector loops and appurtenant home runs to ensure that home runs are re-established in their original configuration. Loop detectors shall be centered in lanes. The Contractor shall verify loop layout with the Inspector prior to installation.

404.2 MEASUREMENT AND PAYMENT

Measurement shall be a complete quadrupole loop installation. Payment shall be made on a per each installed basis.

SECTION 405: SURVEY MONUMENTS

405.1 DESCRIPTION

ADD the following:

All efforts shall be made to protect survey monuments from being disturbed or damaged. Monuments shall be: 1) re-established by a Registered Land Surveyor at the Contractor's expense if disturbed, damaged or covered, and 2) located by a Registered Land Surveyor where noted on plans.

All survey monuments, including but not limited to street centerline monuments, benchmarks, control points, and property corner monuments shall not be moved or otherwise disturbed by the Contractor until an authorized agent of the agency having jurisdiction over the survey monuments has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction. Any survey monuments uncovered, found, damaged, defaced, disturbed, removed, or displaced by the Contractor shall be replaced at the Contractor's expense.

405.2 MATERIALS

REMOVE the first paragraph in its entirety and REPLACE with the following:

The concrete portion of monuments shall be constructed in accordance with the provisions in Sections 725 and 505 of these specifications. Concrete shall be Class AA.

405.3 CONSTRUCTION

REMOVE the fourth paragraph in its entirety.

ADD the following:

Frames, covers and concrete shall be installed per COP GES Detail 120Q.

405.5 PAYMENT

ADD the following:

No separate payment shall be made for resetting property monuments. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

Payment for survey monuments shall be based on a per each unit complete in place.

SECTION 430: LANDSCAPING AND PLANTING**430.3.2 Seeding**

REMOVE in its entirety and REPLACE with the following:

430.3.2 Seeding (Hydraulic)

(A) Seeding consists of furnishing and applying chemical fertilizer; furnishing and planting seed and furnishing, applying and affixing mulch. The areas to be seeded are disturbed or un-vegetated areas. Slopes are required to be seeded immediately upon completion; coordination with grading operations will be required.

Application rates of seed as specified are for Pure Live Seed (PLS). PLS is determined by multiplying the sum of the germination and hard or dormant seed by purity. Weed content of seed shall not exceed 0.5 percent. No substitution of species, strain or origin of seed will be allowed unless evidence is submitted in writing by the Contractor to the Engineer showing that the specified materials are not reasonably available during the contract period. The substitution of species, strains or origins shall be made only with the written approval of the Engineer, prior to making said substitution.

The seed shall be delivered to the project site in standard, sealed, undamaged containers. Each container shall be labeled in accordance with A.R.S. § 3-231 through 3-243 and the US Department of Agriculture rules and regulations under the Federal Seed Act. Labels shall indicate the variety or strain of seed, the percentage of germination, purity and weed content, and the date of analysis, which shall not be more than 9 months prior to the delivery date.

(B) Seed Mix

<u>Botanical Name</u>	<u>Common Name</u>	<u>Seed/lb</u>	<u>Rate/Acre- PLS (Pure Live Seed)</u>
Agropyron dasystachym	Thickspike Wheatgrass	154,000	3.0
Bouteloua gracilis	Blue Gramma	825,000	2.0
Koeleria crisata	Prairie Junegrass	825,000	1.0
Mulenbergia wrightii	Spike Muhly	1,000,000	1.5
Festuca arizonica	Arizona Fescue	500,000	2.0
Elymus elymoides	Squirrel Tail	192,000	4.0
Sporobolus cryptandrus	Sand Dropseed	5,298,000	0.75

(C) **Seed Supply Agreement:** The required species may be in short supply during the project. Therefore, the Contractor shall enter a contractual agreement with a seed collector/supplier that verifies that sufficient supply of specified plant materials will be available on or immediately prior to the seeding dates. This requirement shall be fulfilled within 45 days following the preconstruction conference in order to allow sufficient time for seed collection. The Contractor shall provide written notification to the Engineer verifying that the required species are available and secured for the project. The collection contractor shall test the seed for purity and viability and hold the seed in a manner which maintains its viability. The Contractor shall submit purity and viability test results to the Engineer for approval prior to the initiation of seeding operations. If it is required to be held for more than a year from initial testing the seed shall be tested again for viability. The Contractor shall compensate the seed supplier a percentage of the seed cost to hold seed material and for the seed tests as identified in Basis for Payment.

(D) **General**

The slurry for the hydroseed process shall be as follows:

<u>Slurry Mix</u>	<u>Rate</u>
Hydrofiber: Silva, Conwed or Spray mulch x-100 wood fiber or equivalent	800 lbs/acre
Tackifier	80 lbs active ingredient/acre
Starter fertilizer: Ammonium Phosphate	16-20-0 200 lbs/acre
Seed mix	As specified
Soil conditioner	1000 lbs/acre

The seed shall be applied within 30 minutes after being combined with the slurry mix.

<u>Ingredients for Slurry Application</u>	<u>Percentages (Minimum)</u>
Nitrogen	5
Phosphoric Acid	3
Water Soluble Potash	1
Humas	50
Humic Acids	15
Soluble Metallic Iron	1

(E) **Wood Cellulose Fibers:** Wood fiber mulch shall consist of a specially prepared wood fiber processed to contain no growth germination inhibiting factors. The mulch shall be virgin wood and be manufactured and processed so the fibers will remain in uniform suspension in water under agitation to form a homogenous slurry. The mulch shall have a pH range between 4.5 to 6.5.

When hydraulically sprayed on the ground, the material will form a blotter-like cover impregnated uniformly with seed. The cover will allow the absorption of moisture and allow rainfall to percolate to the underlying area.

(F) Tacking Agent: Binder shall be free flowing, non-corrosive powder produced from natural plant gum marketed under M-Binder, M145 Binder, AZ-TAC or approved equal. It shall have gelling properties to inhibit the tendency of water and fiber to move downhill as they are sprayed on steep slopes.

(G) Construction Requirements

(1) General: The Engineer will regularly observe the weighing of seed, mixing of slurry mix and application of seed.

(2) Seeding: Seeding shall be done immediately following the final grading or disking of each cut slope and each fill slope. The soil surface shall be loose. The Contractor will be required to mobilize frequently to accomplish this goal. No seeding shall be carried out under wind conditions exceeding 5 mph. Scheduling of seeding mobilization will be coordinated with the Engineer at the weekly construction meetings. In no case shall a decision by the Engineer relieve the Contractor from the requirement of seeding prior to measurable rainfall. If measurable rain falls prior to seeding, or if the surface of the graded area has formed a crust or slightly hardened surface, the Contractor shall be responsible for ripping, blading or loosening the ground surface, or otherwise repairing and/or preparing the affected areas for seed, after they adequately dry out and prior to seeding, at no cost to the City. The use of specialized equipment or manual methods may be required to prepare the surface for seeding, if seeding is not accomplished immediately after grading or disking.

Seed is to be accomplished during the window of June 1 to July 15 and November 1 to January 30. These windows are to allow expected seasonal rains to start germination process.

All areas disturbed by construction are to be seeded. This may be more area than shown on the plans. All areas are to be approved by the Engineer. The Contractor shall coordinate seeding operations with slope construction so that the tops of cuts and toes of fills can be reached with hydroseed equipment.

Hoses may be used where heavy equipment cannot access.

(3) Tillage: All slopes steeper than 3:1 shall either have a loose, friable soil depth of 2 inches or more or be tilled a minimum of 4 inches in depth as they are constructed.

Tillage shall be accomplished with a ripper bar, chisel plow or harrow tool or with other equipment which will provide thorough soil cultivation.

Tillage shall be performed along the contour. The slopes behind guardrail and in the ditch line in cut shall be left with roughened surface to aid in water absorption. Seeded areas which are not behind guardrail or between the ditch line and the roadway on a cut shall be left in a firm surface free of foreign material that would interfere in the seeding operation.

No work shall be done when the moisture content of the soil is unfavorable or the ground is otherwise in a condition not conducive to tillage.

(4) Planting: The Contractor shall submit a batch (tank) mix for the Engineer's approval prior to mixing any seed/mulch slurry. Batch mixing and coverage will be monitored throughout seeding operations. The Contractor is to coordinate monitoring with the Engineer in advance of mixing.

After the tillage is complete and accepted by the Engineer, seed shall be planted by slurry mix (cut slopes steeper than 3:1).

All areas to be seeded shall have a starter fertilizer of ammonium phosphate 16-20-0 applied at a rate of 200 pounds per acre and soil condition at the rate of 1,000 pounds per acre.

Any material sprayed on non-designated areas shall be immediately removed by the Contractor at the Contractor's expense. Non-designated areas include pavement, guardrails, signs, plants and existing vegetation.

(5) Anchorage by Tacking: Mulch shall be anchored by tacking using a slurry consisting of a minimum of 150 pounds of binder, 400 pounds of wood fiber mulch and 700 gallons of water per acre.

(6) Preservation of Seeded Areas: Any material sprayed on non-designated areas shall be immediately removed by the Contractor at the Contractor's expense. Non-designated areas include pavement, guard rails, signs, plants, and existing vegetation.

(7) Warranty: The Contractor shall guarantee that 75 percent of the applied tackifier remains in place for a period of 30 days after acceptance of the seeding application. Any areas that have less than 75 percent of the tackifier remaining shall be reseeded, re-mulched and re-tacked at the Contractor's expense.

Areas that require reseeding and re-mulching under the warranty shall be done at no additional cost to the City. The 30 day period(s) shall be within the allotted contract time.

Measurement and Payment: Seeding will be measured by the acre, to the nearest tenth acre, measured along the ground surface for the areas which have been planted and mulched, as determined by the Engineer. The Contractor may be reimbursed a partial payment based on the invoice amount for the cost to hold and test the seed in conformance with the Seed Supply Agreement.

The accepted quantities of seeding, measured as provided above, will be paid for at the contract price per acre for the full performance of the work herein described, which price shall be full compensation for the work completed including all equipment, labor and materials required.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 431: LANDSCAPE ROCK

431.1 REMOVE AND REPLACE LANDSCAPE ROCK

Landscaping shall be protected and restored in accordance with Section 107.9 of these specifications. Existing landscaping rock shall be removed, stockpiled, and replaced in its original position as closely as possible.

Measurement and Payment: Payment shall be per lump sum amount.

PART 500 – STRUCTURES

SECTION 505: CONCRETE STRUCTURES

505.1.1 Minor Structures

REMOVE in its entirety and REPLACE with the following:

Concrete structures such as manholes, catch basins, median barriers, headwalls, cattle guards, and other miscellaneous structures as defined by the Engineer are hereby defined as minor structures. Minor structures

shall be precast units. MAG Type D Catch Basins shall be cast-in-place. Cattle guards, median barriers, and headwalls, at the option of the Engineer, may be either constructed of cast-in-place concrete, or furnished as precast units. Precast units shall be fabricated in accordance with shop drawings submitted by the Contractor and approved by the Engineer, in accordance with the requirements of MAG Specification and COP Supplement 105.2. All structures not defined as minor structures shall be classified as major structures.

(A) Concrete Drainage Outlet/Structure: The work consists of constructing a concrete drainage outlet(s) and structure(s) as designated on the project drawings in accordance with Sections 505 and 725 of these specifications, and as modified herein. All cast-in-place concrete shall be Class AA, 4,000 psi. Subgrade and base materials under the structure shall be compacted to not less than 95 percent of the maximum dry density as determined by AASHTO T 99. No additional payment will be made for aggregate base materials required under concrete structures. The base material shall be considered incidental to the construction of this item and provided for in the unit price for the work. Measurement and payment under this item shall be to the nearest square foot complete in place in accordance with the respective detail for flat work, and per each unit installed for structures.

(B) Concrete Headwall: Work under this item shall be in accordance with COP Supplement 505 and 725, MAG Specifications 726 and 727; MAG Details 501-1 and 501-2; and the project drawings. Concrete shall be Class AA, 4,000 psi. Payment shall be made per each headwall installed complete in accordance with the respective detail.

(C) Concrete Catch Basin: Work under this item shall be in accordance with MAG Details 530 through 540-2; COP Supplement 505 and 725; and above mentioned specifications for Portland Cement Concrete. All grates shall be bicycle safe type. Measurement and payment under this item shall be per each catch basin complete in place in accordance with the respective detail, to include grates.

(D) Scupper: Work under this item shall be in accordance with MAG Details 203 and 206. Concrete shall be Class AA, 4,000 psi. Measurement and payment under this item shall be per each scupper installed complete in place in accordance with the respective detail.

(E) Concrete Retaining Wall: Work under this item shall be in accordance with the project drawings. Measurement and payment under this item shall be to the nearest square foot of the retaining wall measured from the top of the footing to the top of the wall complete in place in accordance with the respective detail.

505.6.2 Adverse Weather Concreting

REMOVE in its entirety and REPLACE with the following:

Adverse weather concreting shall be in accordance with COP Supplement 725.

PART 600 – WATER, SEWER, STORM DRAIN AND IRRIGATION

SECTION 601: TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.1 DESCRIPTION

ADD the following:

(A) Unless specifically identified, no investigation of subsurface soil conditions for water or sewer main installation has been made for project limits.

(B) Excavation, backfilling and compaction shall be in accordance with this section and standard details as noted.

(C) All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem. The costs of furnishing pumps, pipes, special bedding, and over excavation as required to provide a stable foundation, and other equipment and materials shall be incidental to the work in accordance with COP Supplement 200.1.

601.2.3 Trench Grade

REMOVE in its entirety and REPLACE with the following:

All construction staking shall be in accordance with Section 105.8 of these specifications.

For all pipe, the Contractor shall excavate for and provide an initial granular bedding at least 6 inches thick. This bedding material shall be placed at a uniform density with minimum compaction and fine graded as specified below.

601.2.5 Over-excavation

REMOVE the second paragraph in its entirety and REPLACE with the following:

Unauthorized excavation below the specified grade line shall be refilled at the Contractor's expense with bedding material compacted to a uniform density of not less than 95 percent of the maximum density as determined by AASHTO T 99 and T 191 or ASTM D6938. When AASHTO T 99, method A or B, and T 191 are used for density determination, ADOT Procedure ARIZ 227c will be used for rock correction.

ADD the following subsection to 601.2 Excavation:

601.2.11 Rock Excavation for Utility and/or Drainage Construction

(A) Definition of Rock: When rock is encountered, it shall be stripped of earth and shale, and the Engineer notified in order that he may measure or cross-section the same. In lieu of stripping the earth overburden prior to excavation/blasting, the Engineer and the Contractor may mutually agree on a method to define the vertical limits of rock. Any rock excavated before such measurement or agreement is made, will not be estimated, allowed, or paid for. Rock excavation shall be defined to include: all hard, solid rock in ledges; bedded deposits and unstratified masses; all natural conglomerate deposits so firmly cemented as to present all the characteristics of solid rock; and masonry or concrete structures not shown on the plans. Shales, hard pan, masonry and concrete rubble boulders less than 1 cubic yard which are not a part of or attached to substrata of rock, shall not be considered rock excavation. Additionally, material to be considered "rock" shall be of such hardness that it cannot be excavated using hydraulic backhoe with combined breakout force, for bucket and stick cylinders, of at least 100,000 pounds.

(B) Blasting

(1) It is the Contractor's responsibility to determine the type of material he will encounter and whether blasting will be necessary.

(2) Blasting shall be done only by experienced, qualified blasters. Blasting shall be done in accordance with the recommendations for best practice in Section 9 of the Associated General Contractors of America (AGC) Manual of Accident Prevention in Construction and in accordance with the recommendations for best practices of the Institute of Makers of Explosives. Also, all blasting must comply with the requirements of the Division of Industrial Safety and OSHA and all other Federal, State and local ordinances.

- (3) When work requires blasting or explosive conditions, precautions shall be taken to protect life and property, and give proper warning to persons who may be in vicinity of work before blast is set off.
- (4) Blasting shall be performed in such a manner that no damage will result to any building, structure, pipeline, or facility on or off the site of work, above or below ground. Any damage suffered as a result of blasting shall be immediately settled, including repair or replacement.
- (5) Blasting shall be done in such a manner that the earth is not loosened or disturbed below the footing or foundation of any proposed structure. Loosened material below footings or foundations shall be replaced with Class C concrete.
- (6) The stemming of each hole or cover over explosive shall be sufficient to prevent surface blast wave, but in no case less than 3 feet, 6 inches. Multiple holes shall be shot using millisecond delays.
- (7) The Contractor shall enlist the services of an experienced explosives engineer for advice on blasting methods and for the protection of existing structures or facilities.
- (8) Blasting procedures shall comply with all rules and regulations as specified and determined by the City Fire Marshall or the Director.

601.4.2 Bedding

REMOVE in its entirety and REPLACE with the following:

Bedding shall be a minimum of 6 inches and shall be in accordance with COP GES Detail 200Q-1 for paved and unpaved areas. Bedding/shade material shall be of granular consistency such as sand or crushed aggregates conforming to the following gradation and plasticity requirements:

Sieve Size	Percentage Passing By Weight
1 in	100
No. 200	< 25
PI	10 Max.

Volcanic cinders or glass materials are not acceptable.

Use of open graded rock (i.e. 3/8 inch pea gravel or 3/4 inch rock) must be approved by the Engineer prior to placement and will be considered only in special circumstances.

Water consolidation by any means shall not be permitted.

Bedding and shading material shall not be considered “corrosive” or “aggressive” soil per the definitions in AWWA (including C105), Ductile Iron Pipe Research Association (DIPRA) and other similar standards and industry accepted documents. The Contractor shall submit material certification documents from the bedding and shading material supplier indicating that the bedding and shading material to be provided is not considered “corrosive” or “aggressive” soil to ferrous metals, and shall include the pH, resistivity, oxidation/reduction, and sulfide values of the material within the certification package. Upon delivery of the material, the Contractor’s geotechnical engineer shall provide Quality Control testing by testing samples of the bedding/shading material for corrosivity. The Contractor’s geotechnical engineer shall provide a letter

sealed by a registered professional engineer, licensed in the State of Arizona, that the bedding/shading material is not corrosive to ferrous metals as defined by AWWA C105. If the material is found to be corrosive, the Contractor must install polyethylene encasement per MAG Specification 610.6 at no additional cost to the City. Testing shall occur a minimum of every 1,000 linear feet of pipe installed.

601.4.4 Initial Backfill

REMOVE in its entirety.

601.4.5 Final Backfill

REMOVE in its entirety and REPLACE with the following:

601.4.5 Backfill

Backfill material shall be in accordance with COP GES Detail 200Q-1 for paved areas and COP GES Detail 200Q-1 for unpaved areas. In paved areas, backfill from 1 foot above the pipe to the bottom of the base course shall be non-shrink CLSM backfill. In unpaved areas, backfill from 12 inches above the pipe to 6 inches below existing grade shall be minus 3 inch native material similar in nature to material existing prior to excavation.

Trench backfill Quality Control testing frequency shall be 1 per soil type for Proctor Density testing and 1 per 1 foot vertical lift per 200 linear feet of trench.

601.4.6 Compaction Densities

REMOVE in its entirety and REPLACE with the following:

All backfill material with the exception of non-shrink slurry backfill shall be compacted to 95 percent maximum dry density per ASTM D698.

601.4.7 Water Consolidation

REMOVE in its entirety and REPLACE with the following:

Water consolidation by any means shall not be permitted.

601.7 PAYMENT

REMOVE in its entirety.

ADD the following subsection to Section 601- Trench Excavation, Backfilling and Compaction:

601.8 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for trench excavation, backfilling, compaction, or placement of temporary pavement. This work shall be included in the respective unit bid price for water, sewer, or storm main and lateral construction.

Rock excavation within the roadway excavation limits shall not be measured separately. It will be included in roadway excavation. No separate payment will be made for roadway rock excavation. It shall be combined as one item under roadway excavation.

Rock excavation within structural excavation limits shall not be measured separately. It will be considered incidental and shall be included in the appropriate bid item.

Rock excavation within trenches shall be measured in accordance with the following:

- (1) Width of trench for rock excavation shall be based on pipe outside diameter plus 24 inches.
- (2) Depth for rock excavation shall be actual depth from top of rock to bottom of rock, or to bottom of normal bedding section, whichever depth occurs first.

Payment for rock trenching shall be at the unit price bid per cubic yard which shall include the cost of blasting, excavation, removal, hauling and disposal.

SECTION 610: WATER LINE CONSTRUCTION

610.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Water main construction shall be in accordance with all applicable standard specifications and standard details.

610.3 MATERIALS

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Water Main piping shall be bell and spigot Class 350 ductile iron unless otherwise noted on the project plans, in accordance with COP Supplement 610 and MAG Specification 750. Trace wire per COP GES Detail 319Q-1 shall be required for all water main installations. Water main piping shall be furnished new in full lengths with manufacturer, class rating, and all other applicable information clearly marked on the barrel. Water main piping for 2 inch shall be copper in accordance with MAG Specification 754 and encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

Ductile iron water pipe and fittings per: MAG Specification 750. Concrete pressure pipe-steel/cylinder type per: MAG Specification 758.

ADD the following:

(C) All ductile iron water main and fittings shall be encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications where called for on the plans or after the Contractor's testing of bedding and shading material is found to be corrosive in accordance with AWWA C105.

All copper and brass water main and fittings shall be encased in polyethylene protective wrapping in accordance with Section 610.6.

(D) All water mains shall have “NSF-PW” seal clearly marked on each barrel and installed with trace wire in accordance with COP GES Detail 319Q-1.

(E) Thrust restraint shall generally be accomplished through the use of restrained joints in lieu of thrust blocking. The preferred joint restraint system shall be “Field-Lok” gasket or approved equal except that vertical deflections, tees, valves and bends shall be restrained utilizing Mega-Lug, as manufactured by Ebba Iron, or equal.

(F) Joint restraint shall be required at piping configurations as show on COP GES Detail 303Q-1. Required minimum lengths of joint restraint shall be per COP GES Detail 303Q-2, or as noted on the plans. In “Tee” locations where perpendicular branch mains are shown as restrained, the main line run (LRN) shall be restrained for a minimum of 10 feet or 1 joint, whichever is greater, each side of the “Tee”.

Concrete thrust blocking will be required at connections to existing lines at the locations noted on the plans. Thrust blocks placed at these connections shall be in conformance with MAG Specification 610.14 and MAG Detail 380, and shall be adequately braced to allow system operation during curing of the concrete thrust blocks. Fittings to be restrained with thrust blocks shall be wrapped and taped with heavy polyethylene sheeting per Section 610.6 to prevent covering with concrete on nuts and threading on fittings.

(G) All lateral water main connecting piping, valves and fittings shall be constructed using restrained joints from the main line “Tee” to the connection point at the existing water main at the locations shown on the plans.

(H) Prior to ordering of materials and scheduling connections to existing water mains and services, the Contractor shall complete investigations to verify the size, type and location of the existing water mains and services.

(I) The technical specification for “Air Release Valves” is expanded to include Combination Air Release-Vacuum Breaker valves at the locations shown on the plans constructed as shown in COP GES Detail 317Q-1.

(J) Payment for water main shall be at the unit price in the bidding schedule and shall include all connections, fittings, joints, flanges, thrust restraint and incidentals unless specifically itemized in the bidding schedule.

610.4.1 Trenching/Cover

REMOVE in its entirety and REPLACE with the following:

All water mains shall have a minimum cover of 48 inches over the top of the pipe.

Cover for water mains will be measured from existing or proposed finished grade of pavement or from natural ground, whichever is deeper.

No water main shall be deflected, either vertically or horizontally, in excess of 50 percent of the manufacturer’s recommendation for the pipe or coupling, without the appropriate use of bends or offsets.

Except as otherwise required in this specification, the special provisions, or by the Engineer, trench excavation, backfilling and compaction shall be in accordance with the requirements of Section 601 of these specifications. Backfilling may be accomplished as soon as the pipe line has been installed to the satisfaction of the Engineer, subject to the requirements for testing per Section 611 of these specifications.

610.4.3 Blocking and Restraints

REMOVE the first four paragraphs in their entirety and REPLACE with the following:

All pipe lines, valves and fittings shall be restrained using mechanical joints, mechanical joint restraints, or gasket joint restraints in accordance with COP GES Details 303Q-1 through 303Q-4.

If irregular soil or pressure conditions are encountered, a thrust block design revision or an alternate joint restraint system may be required. Thrust block installation or alternate joint restraint will require approval from the City.

610.4.5 Testing

REMOVE the last sentence of this section and REPLACE with the following:

All corporation stops used for testing and chlorination shall be removed and a stainless steel full circle repair clamp shall be installed.

610.5 SEPARATION

REMOVE all references to the Maricopa County Environmental Services Department.

610.5.1 General

ADD the following:

Concrete encased water mains that cross storm drains and/or other dry utilities which clear the crossed line by less than 12 inches shall incorporate a 6 inch sand pad to break the frictional contact.

610.9 FIRE HYDRANTS

ADD the following:

- (A) Hydrant installation shall be in accordance with COP GES Details 360Q, 362Q, 363Q and 364Q, and as specified on the project plans. Hydrants shall be Waterous, Mueller, East Jordan, or as approved by the Engineer.
- (B) All ductile iron water pipe used in fire hydrant installation shall be Class 350.
- (C) All new fire hydrants and connecting piping shall be constructed using restrained joints from the main line "Tee" to the hydrant.
- (D) Payment for hydrant installation shall be at the unit price in the bidding schedule and shall include the hydrant, piping, valve, box and cover, and all appurtenant fittings, as noted for a complete assembly.

610.11 CONNECTION TO EXISTING MAINS

ADD the following:

The existing water main shall not be taken out of service prior to completion and ADEQ Approval to Operate the replacement water main and connection of all water services and fire hydrants to the replacement system.

The existing water system shall not be taken out of service at any time without the approval of the Engineer. With the approval of the Engineer, the existing water main may be taken out of service for limited periods to facilitate project construction. City Water Operations shall be contacted a minimum of 48 hours prior to a planned water service disruption.

The Contractor shall prepare and submit to the Engineer a plan for each connection to the existing system which demonstrates the ability to complete all work within the allowed period.

All temporary connections and/or elements which must be placed in service prior to full system disinfection, testing and approval shall be disinfected in accordance with Section 4.7 of AWWA C651 after approval of the Engineer.

All existing water service connections shall be replaced in accordance with the provisions of the COP General Engineering Standards.

610.13 METER SERVICE CONNECTIONS

REMOVE items (A) and (B) in their entirety and REPLACE with the following:

- (A) Type K soft copper pipe or tubing shall be used except as otherwise called for on the plans.
- (B) When the existing main is not abandoned and the existing meter is to be connected to the new line, the corporation stop and saddle shall be removed and a stainless steel full circle repair clamp shall be installed.

ADD the following:

(E) Water Service Connection

- (1) New Water Service shall be in accordance with COP GES Detail 316P. All service piping and fittings from main tap to meter box shall be encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications. Existing water service shall be abandoned in place and existing meter box and cover shall be salvaged and delivered to the City's Maintenance Yard and placed as directed by the Engineer. The Contractor shall supply all necessary materials for new water service including service saddle, corporation stops, piping, meter yoke, boxes and covers, plus all appurtenant fittings to connect to customers existing service line. The Contractor shall maintain a minimum 4 feet of cover material over water service and set new box and yoke as indicated on plans.
- (2) The Contractor shall take all necessary steps to maintain water service. Customers affected by water disruption due to water service installation/connection shall be notified by written flyer delivered by the Contractor a minimum of 24 hours in advance of scheduled water service disruption. The Contractor shall not disconnect or disrupt water service until new water main and services pass hydrostatic and disinfection tests and is accepted by the Engineer. Customers shall not be without water service for a total time period greater than 4 hours. The Contractor shall supply bottled potable water and temporary water service meeting all State health requirements for periods of water service disruption exceeding 4 hours. No separate payment will be made for water service maintenance or Contractor written notification of water service disruption.
- (3) No separate measurement or payment will be made for adjustment of new water meter boxes to finished grade. This work is considered as incidental to the construction of the water service replacement.
- (4) The Contractor shall install water service line from the main to the new water meter location and continue to a point after the existing water meter location. This point of connection shall be a maximum of 10 feet from the existing meter location. The Contractor shall remove existing valves, pressure regulators, nipples, connectors, etc. and replace per specifications. All private service lines shall be Type "K" copper in accordance with MAG Specification 754 and encased in polyethylene protective wrapping in accordance with Section 610.6. The Contractor shall maintain a minimum of 4 feet of cover material, including ditch inverts, over new private water service line and utilize

existing in-situ material for backfill. The Contractor shall supply all necessary material for new private water service installation including a curb stop, plus an approved type pressure regulator, in an accessible box per COP GES Detail 316P at the new meter box location and all appurtenant fittings to connect to existing service line.

(5) The Contractor shall remove the existing water meter and reinstall in the new yoke at the new meter box location with all appurtenant fittings and adapters. The City shall supply the Contractor with new meters for use in new locations that were not previously served or there is no existing meter to remove.

(6) The Customer Box called out in COP GES Detail 316P for the curb stop and pressure regulator on the customer side of the meter box shall be minimum #1 box, and the curb stop, regulator, box and lid shall be provided and installed by the Contractor.

(7) The Contractor shall be required to distribute written notices approved by the Engineer to all customers 24 hours in advance of proposed private service line reconnection work.

(8) Existing improvements disturbed by the Contractor shall be restored in "like kind" to the satisfaction of the Engineer. No extra payment will be made for restoring existing improvements in "like kind" to include concrete walkways, retaining walls, landscape improvements, etc.

(9) It shall be the Contractor's responsibility to review existing water meter location and points of private service line reconnection locations and ascertain all work including existing improvement restoration costs to perform the private service line reconnection work as specified. Costs associated for private service line reconnection work shall be at the appropriate unit bid price in the bidding schedule and shall include private service line piping, curb stop and pressure regulator, plus all appurtenant fittings and existing improvement restoration work as specified.

(10) The pressure regulators shall be set at 65 psi. The Contractor shall bench-test or otherwise provide written verification from the supplier prior to installation that the pressure regulators have been set at the required psi.

(11) Payment for new water service and reconnection shall be at the appropriate unit bid price shown in the bidding schedule and shall include service saddle, corporation stops, curb stops, piping, meter yoke, adapters, boxes, pressure regulator, plus all appurtenant fittings for complete assembly for connection to existing service line. The Contractor shall supply and install all fittings necessary to install meter into new yoke.

(F) Commercial Water Service (Greater than 2 inches)

(1) The Contractor shall install water service line from the main to the new water meter location and continue to a point after the existing water meter location. This point of connection shall be a maximum of 10 feet from the existing meter location. The Contractor is to furnish and install gate valve and Pressure Regulating Valve (PRV) after meter vault. PRV shall be installed in accordance with the International Building Code as adopted by the City. All commercial service lines shall be a minimum of 4 inch Class 350 Ductile Iron Pipe in accordance with Section 610 of these specifications. The Contractor shall maintain a minimum of 4 feet of cover material over new water service line and may utilize existing in-situ material for backfill provided it meets the project specification. The Contractor shall supply all necessary material for commercial water service installation including a customer shutoff valve and PRV, in an accessible vault per COP GES Detail 321Q at the new meter vault location and include all appurtenant fittings to connect to existing service line.

(2) The Contractor shall be required to distribute written notices approved by the Engineer to all customers 24 hours in advance of proposed private service line reconnection work.

(3) Existing improvements disturbed by the Contractor shall be restored in "like kind" to the satisfaction of the Engineer. No extra payment will be made for restoring existing improvements in

“like kind” to include concrete walkways, retaining walls, landscape improvements, etc. It shall be the Contractor’s responsibility to review existing water meter location and points of service line connection locations and ascertain all work including existing improvement restoration costs to perform the service line connection work as specified.

(4) Measurement and Payment for commercial water service shall be at the applicable unit bid price in the bidding schedule and shall include piping, customer shutoff valve, PRV and vault, including all appurtenant fittings and existing improvement restoration work as required.

(G) Traffic Rated Concrete Meter Box

(1) Meter boxes located within traffic areas shall be Christy model B1324 by Christy Concrete Products or approved equal.

(2) Pre-cast concrete meter boxes shall have H-20 loading and be constructed of high density reinforced concrete with a minimum compressive strength of 4,000 psi. Covers to be furnished with the boxes shall be a steel checker plate, H-20 loading, and lid.

610.16 MEASUREMENT AND PAYMENT

REMOVE item (E) in its entirety.

SECTION 611: WATER, SEWER AND STORM DRAIN TESTING

611.2 FLUSHING AND HYDROSTATIC TESTING

REMOVE the first and second paragraphs and REPLACE with the following:

Water lines, fire lines and force mains, including all fittings and connections to the water mains shall be tested for water tightness by subjecting each section to hydrostatic testing in accordance with applicable provisions of AWWA C600, except as modified below, and the City Water Line Testing and Acceptance Procedures, and shall consist of pressure testing and allowance testing.

Testing shall be performed by the Contractor and shall be witnessed by the Engineer for approval.

Payment for testing of water mains shall be included in the unit bid price for water main construction.

611.3 DISINFECTING WATER MAINS

ADD the following:

Water main and services shall be disinfected in accordance with Section 611 of these specifications and the City Water Line Testing and Acceptance Procedures. The City shall perform the sampling for bacteriological and residual chlorine testing. The Contractor shall notify the City 24 hours in advance to coordinate disinfection testing.

All valves in the lines being disinfected shall be opened and closed several times during the 24 hour period of disinfection.

Payment for disinfection of water mains shall be included in the unit bid price for water main construction.

611.4 SEWER LINE TESTING

ADD the following to the first paragraph:

Force mains shall be pressure tested at a minimum of 50 psi above the maximum design working pressure for 2 hours in accordance with AAC R18-9-E301, 4.01.

ADD the following to (A) Low Pressure Air Test:

Sanitary sewers shall be low pressure air tested in accordance with ADEQ Engineering Bulletin 11, Chapter IV and in accordance with the Arizona Administrative Code, Title 18, Chapter 9, Part E301(D)(2)(j)(i). 100 percent of the total length of pipe shall be tested.

ADD the following to (C) Deflection Test for HDPE and PVC Pipe:

100 percent of new sewer main construction, regardless of pipe material shall be deflection tested in accordance with the following:

- (1) The pipe section to be tested shall be cleaned free of dirt, sand, water, or other foreign materials.
- (2) Backfill and compaction will have been completed prior to testing. Initial tests may be done immediately upon completion of the first reach of pipe for each diameter to ascertain if the Contractor's means, materials and methods are producing the desired quality within permissible tolerances.
- (3) Final acceptance mandrel pull shall be no sooner than 30 days after backfill and compaction unless authorized by the City.
- (4) Test mandrels shall be solid sleeve or cage type with outside diameter and type of pipe permanently and clearly identified on the mandrel body. Worn, damaged or deformed mandrels will not be allowed. The mandrel shall have a cable attached at each end to enable removal if it becomes stuck.
- (5) For acceptance, the mandrel must pass through the entire section between manholes or other structures in one pass when pulled by hand, without the use of excessive force. All testing shall be witnessed by the Engineer or the Engineer's authorized representative and the Engineer reserves the right to order additional tests in excess of 20 percent of new main installed.
- (6) Any section of the installation which fails to pass the deflection test will be repaired and retested.

REMOVE item (D) in its entirety and REPLACE with the following:

(D) Closed Circuit Television Inspection

(1) Description

This section defines the requirements for internal television inspection of the sewer main and service laterals after they have been installed for all new construction and shall include the connection point to the existing system. The Contractor shall inspect the sewer interior using a color Closed Circuit Television (CCTV) camera and document the inspection on video with audio location and date information, video title information and hard copy inspection logs.

Upon completion of sewer main rehabilitation, the Contractor shall perform CCTV inspection for 100 percent of the newly rehabilitated sewer main to provide a video record and associated written report to become the property of the Engineer. The Engineer shall be notified a minimum of 48 hours in advance of proposed scheduled sewer camera inspection, so the Engineer may witness the video recording. Any inspection completed without the Engineer witnessing will not be accepted.

(2) Submittals

(a) The Contractor shall submit samples of main and lateral (if separate) inspection logs and reports for approval in accordance with MAG Specification and COP Supplement 105.2.

(i) The Contractor shall be responsible for modifications to the Contractor's equipment and/or inspection procedures to achieve report material of acceptable quality. No work shall commence prior to approval of the material by the Engineer. Once accepted, the report material shall serve as a standard for the remaining work.

(ii) The Contractor shall maintain a copy of all inspection documentation (reports, DVD, etc) for the duration of the work and warranty period.

(iii) Mainline inspection reports shall be provided by the Contractor and shall show all observations, at a minimum: project title, name of owner, time of day, manhole-to-manhole pipe section, pipe segment length, pipe material, line size, compass direction of viewing, lateral identification and clock position, direction of camera's travel, pipe depth, name of operator and footage counter reading at the beginning and end of each manhole-to-manhole pipe segment. Report shall identify any deficiencies observed.

(iv) Video of sewer mainlines shall at a minimum include the following information: project title, time of day, pipe material, line size, compass direction of viewing, direction of camera's travel, and footage counter reading continuously through-out each manhole-to-manhole pipe section. The video shall pause at and identify all observations.

(v) Service lateral inspection reports shall be provided by the Contractor and shall show all observations, at a minimum: project title, time and date, property address of service, manhole-to-manhole pipe section, pipe segment length, pipe material, line size, direction of camera's travel, name of operator and footage counter reading at the beginning and end of each service. Report shall identify any deficiencies observed.

(vi) Video of sewer lateral shall show, at a minimum: project title, street address, time and date, pipe material, line size, direction of camera's travel, and counter reading at the beginning and end of each service. The video shall pause at and identify all observations including the connection point to the existing service line.

(b) The Contractor shall supply finished video recordings upon completion of sewer construction. 4 sets of the videos (DVD) and reports shall be submitted to the City.

(3) Equipment

(a) Cameras: For inspection of sewer, the camera shall be equipped with a rotating head, capable of 90 degree rotation from the horizontal and 360 degree rotation about its centerline. Minimum camera resolution shall be 400 vertical lines and 460 horizontal lines. The camera lens shall not have less than 140 degree viewing angle and shall have automatic or remote focus and iris controls. The focal distance shall be adjustable through a range of from 2 inches to infinity. Camera(s) shall be intrinsically safe and shall be operative in 100 percent humidity conditions. Lighting intensity shall be remote controlled and shall be adjusted to

minimize reflective glare. Lighting and camera quality shall provide a clear, in-focus picture of the entire inside periphery of the sewer.

(b) **Recording Media:** Video recordings of all sewer line inspections shall be made on DVD. The audio portion of the composite video shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report. Each video shall be identified with labels showing the Owner's name, Contractor's name, Engineer's name and each manhole-to-manhole pipe segment of sewer line represented on the video. Each video shall be submitted at the completion of the project for records.

(c) **Footage Counter:** A footage counter device which measures the distance traveled by the camera in the sewer device shall be accurate to plus or minus 2 feet in 1,000 feet.

(d) **Depth Gauge:** The camera shall be fitted with a depth gauge to identify sags present in the main lines. The gauge shall have $\frac{1}{4}$ inch increment markings to measure the depth of the pipe sag. The depth of the sag and location shall be noted as an observation and recorded on the report.

(e) **Video Titling:** Video recording equipment shall include genlocking capabilities to the extent that computer generated data, (i.e. footage, date, size, etc) as determined by the City can be overlaid onto video, and both indicated on the television monitor and permanently recorded on the inspection video recording.

(4) **Flow Control**

(a) Flow control is required for TV inspection and for sewer line rehabilitation. Limited sewage flow, as defined below, is acceptable for TV inspection.

(b) Depth of flow shall not exceed 40 percent of pipe diameter as measured in the manhole when performing television inspection.

(c) Bypass pumping, if required, shall conform to the requirements of COP Supplement 200.2 and shall be incidental to CCTV Inspection.

(5) **Inspection Methods**

(a) The Engineer and the City's Wastewater Collection Representative shall have access to observe the video monitor and all other operations at all times. The system of cabling employed to transport the camera and transmit its signal shall not obstruct the camera's view.

(b) The Contractor shall physically measure and record on the inspection log, the length of each sewer reach from the centerline of its terminal manholes.

(c) The camera may travel through the sewer in either direction. Maximum rate of travel shall be 30 feet per minute when recording.

(d) The camera image shall be down the center axis of the pipe when the camera is in motion. The Contractor is required to provide a 360 degree sweep of the pipe interior, at points of interest, in order to more fully document the existing condition of the sewer. Points of interest may include, but are not limited to, defects, encrustations, mineral deposits, debris, sediment and any location determined not to be clean or part of a proper line installation and defects in the liner including, but not limited to, bumps, folds, tears, dimples, etc.

(e) The video and all inspection documentation should include the sewer line and manhole identifiers shown on the plans. After the rehabilitation of the sewer main is complete, the Contractor shall use the upstream manhole as the identifier in conjunction with the distance meter.

(f) The City will review videos and logs to ensure compliance with the requirements listed in this specification and contract documents. If the sewer line, in the sole opinion of the City, is not adequately clean, it shall be cleaned and re-inspected by the Contractor at no additional cost to the City. If the construction work, in the sole opinion of the City, has not been properly installed, it shall be reinstalled and re-inspected by the Contractor at no additional cost to the City.

Final acceptance of the project will not be granted until sewer line video results, including any re-inspection of deficient sewer main, meet the satisfaction of the Engineer and are in accordance with this section.

611.5 POST INSTALLATION INSPECTION OF NEW MAINLINE STORM DRAINS

REMOVE the first sentence of item (A) in its entirety and REPLACE with the following:

The Contractor shall provide the Engineer with an annotated video inspection record (DVD format only) of the new mainline storm drain pipeline.

REMOVE the last sentence of item (A) in its entirety and REPLACE with the following:

This video shall be provided to the Engineer for review and approval prior to the Contractor being allowed to place the first lift of pavement over the storm drain line.

611.6 PAYMENT

REMOVE the second paragraph in its entirety and REPLACE with the following:

All low pressure air, hydrostatic, and deflection testing shall be considered incidental to the unit price bid for sewer main installation and no additional payment shall be made for these items.

Measurement and payment shall be for the complete work of Sewer CCTV inspection at the unit price in the bid schedule. All cleaning and bypass pumping required for a clear and complete CCTV inspection shall be incidental to the cost of video inspection.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 612: TEMPORARY WATER MAINS (FLY LINES)

612.1 DESCRIPTION

This section describes the requirements and procedures for the installation, testing and maintenance of temporary water main systems where required to maintain service to customers during the shutdown or removal of existing City water mains for new construction. *All* existing water services shall be moved to the temporary main so that customer service interruptions are avoided.

(A) **Materials:** All pipe valves, fittings, hose and connections furnished by the Contractor shall be of good quality, clean, meet National Sanitation Foundation (NSF) Standard 61 requirements for potable water. The City shall be the final arbiter if any questions arise regarding the suitability of any materials to meet these criteria. Previously used pipe that has been used in sanitary sewer, force main or effluent applications is specifically NOT allowed, regardless of any disinfection procedures or results submitted.

Temporary mains 6 inches or greater shall be constructed of HDPE solid wall pipe conforming to AWWA C906 with a minimum DR rating based on 150 psi. Higher rated pipe may be required based on analysis of the City water system for the construction area.

Temporary mains less than 4 inches may be constructed of either HDPE or PVC with the appropriate pressure rating for system and testing pressures.

(B) Installation and Protection: The temporary line may be installed above grade as necessary to facilitate the construction of new waterline. The temporary pipe shall be installed in such a manner that it will not present a hazard to vehicle traffic or pedestrians and will not interfere with access to homes, businesses and driveways along its route. Cover plates shall be installed as necessary. Where installed at driveway or street crossings the line shall be protected from traffic loads and displacement. During seasons with potential for freezing the lines shall be insulated to the degree necessary to prevent damage to the line or fittings and to maintain service.

Valves shall be installed at the beginning and end of the temporary line and at 300 foot intervals, or as directed by the City. The use of pressure reducing valves for individual service connections may be required as directed by the City.

All temporary piping, fittings and service connections shall be furnished, installed and maintained by the Contractor for the duration of the construction. The Contractor shall make connections to a water source designated by the City or as shown on the plans. Alternative connection points may be considered by the City.

(C) Testing

(1) Disinfection and Testing: The Contractor shall be responsible to disinfect all pipe, connections and fittings in accordance with MAG Specification 611.3. Disinfection of the line, if not connected to the City's existing system at either end, may be treated as a closed vessel for purposes of the disinfection period and combined with the pressure test. If the temporary line is connected to the City's existing system the line shall be disinfected, flushed and then pressure tested after a bacteriological sample is obtained and tested.

(2) Pressure Testing: All temporary water mains shall be pressure tested to ensure integrity of the system supplying water to the City's customers. Test pressure shall be a minimum of 50 psi over normal system operating pressure for the area served by the temporary line and shall be maintained for 2 hours. Pressure test results should be provided to the Inspector responsible for the project. A single length of HDPE line with no joints will not require a pressure test.

(3) Bacteriological Testing: Following disinfection, pressure testing and flushing of the temporary line, the Contractor shall obtain water samples from the line and submit to a certified laboratory for bacteriological testing. Results shall be provided to the Inspector responsible for the project. The City's Utility Engineer will review test results prior to connection of existing customers to the temporary line.

(D) Maintenance and Repairs

(1) Maintenance: Following acceptance of the temporary system as a potable system by the City, the Contractor shall maintain continuous service through the temporary piping to all customers normally served both directly and indirectly by the pipe line. Once the temporary pipe has been accepted, the Contractor shall request the City to shut down the existing system piping and the Contractor shall remove the existing system piping in conflict with the new mains or as shown on the project plans.

Upon completion of the work, the Contractor shall remove the temporary piping and appurtenances and shall restore all ground surfaces and water service connections to the satisfaction of the City.

(2) Repairs: If repairs to temporary piping are necessary the Contractor shall make such repairs in a timely manner as directed by the City. If progress in making repairs is inadequate, as determined

by the City, or in the event of an emergency, the City may take immediate corrective measures, which may include the performance of repair work by City forces or another contractor. All costs for corrective measures shall be borne by the Contractor.

(3) Fire Hydrants: Fire hydrants not on the temporary main that are taken out of service shall be covered with a bag to be easily recognized as being out of service until they are removed or until they are brought back into service. The Contractor shall notify the City Fire Marshal and the Water Operations Division of any fire hydrants that will be taken out of service.

(E) Measurement and Payment: Measurement for the installation, testing and maintenance of temporary water mains shall be for each separate main installation.

Payment shall be made at the unit price contained in the bid schedule. Such payment shall be full compensation for furnishing and installing the pipe, fittings valves, adaptors, service connections, and all miscellaneous fittings, complete in place, standard details, and/or Temporary Water Main Plan submittal and approval, and shall include all costs of excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, maintenance of traffic, testing, disinfection, connections to existing mains and services, disposal of existing pipes and materials. Disposal of asbestos cement pipe, lead joints and other potential hazardous materials shall be disposed of in accordance with applicable Federal, State and local regulations and shall be considered incidental to the payment for Temporary Mains unless specifically identified in other bid items.

SECTION 615: SANITARY SEWER LINE CONSTRUCTION

615.2 MATERIALS

REMOVE in its entirety and REPLACE with the following:

Pipe used for sewer line construction, including specials, joints, and gaskets, shall be according to the following sections, or as modified by the special provisions.

HDPE pipe shall conform to MAG Specification 738. Vitrified clay pipe shall conform to MAG Specification 743. Polyvinylchloride (PVC) pipe and fittings shall conform to MAG Specification 745. Ductile iron pipe shall conform to MAG Specification 750.

(A) Sanitary sewer main construction shall be in accordance with all applicable standard details and MAG Specification 750. All sanitary sewer piping and fittings shall be ASTM D3034 SDR 35 PVC or AWWA C151 Ductile Iron, Class 350, with an epoxy coating (Protecto Coat 401, Series 431 Perma-Shield, or approved equal). Sewer pipe shall be furnished new in full lengths with manufacturer, class, rating and other pertinent information clearly marked on the barrel. All ductile iron sewer main shall be encased in polyethylene protective wrapping in accordance with MAG Specification 610.6 where called for on the plans or after the Contractor's testing of bedding and shading material is found to be corrosive in accordance with AWWA C105.

(B) Field cuts and taps of ductile iron pipe shall be re-coated with Protecto Coat 401, Series 431 Perma-Shield, (or approved equal) field kit in accordance with the manufacturer's recommendations.

(C) Where noted on project plans, mechanical joint or restrained joint, Class 350, ductile iron sewer main shall be installed 10 feet (minimum) each direction from water/sewer interface where vertical separation is less than 2 feet or until 6 feet of horizontal separation is attained per MAG Detail 404.

(D) The method of construction of manhole and sewer main replacements is of prime importance to the City. Maintenance of sewage flows is critical and shall be the responsibility of the Contractor. The

Contractor's construction schedule shall be phased as to allow for minimal pumping of sewage flows for manholes and sewer main under construction.

(E) Payment for sanitary sewer main will be at the applicable unit bid prices for sewer main, as shown in the bidding schedule and shall include all excavation, backfill and compaction in accordance with trench details and all materials necessary for installation of the new sewer main.

615.8 SANITARY SEWER SERVICE TAPS

REMOVE the last sentence of the fourth paragraph in its entirety.

ADD the following:

All new or replacement sewer services, and any existing sewer services disturbed during construction, shall be replaced to the location indicated on project plans with a new minimum 4 inch ASTM D3034 SDR 35 PVC or AWWA C151 Ductile Iron, Class 350, with an epoxy coating (Protecto Coat 401, Series 431 Perma-Shield, or approved equal) sewer pipe, backwater valve, manufactured wye, and appurtenances in accordance with COP GES Details 405Q, 414P, 440P-1, 440P-2 and 440P-3, except as modified herein.

If individual sewer service disruption is anticipated, the Contractor shall notify the property owner 24 hours in advance. Sewer service must be restored within 4 hours or some alternate means of sewage disposal provided to allow for the resumption of individual sewer service.

Payment for sanitary sewer service shall be at the unit price indicated on the bidding schedule for the sewer service installation, and shall include connecting each existing sewer service including all labor, material, equipment, removal of existing pipe, new pipe, coupling concrete reinforcement, new concrete encasement, fittings, by-pass pumping and other work required to connect the existing yard line service to the new sewer main.

615.10 MANHOLES

ADD the following:

(A) The Contractor is to provide to the Engineer a detailed written description of the method of construction for manhole and sewer replacement for each individual area of work. This should include, but is not limited to the following:

- (1) Maintenance of sewage flows during construction and curing of concrete.
- (2) Type of concrete for manhole bases (i.e. pre-cast, "high-early", etc.)
- (3) Method of curing concrete (i.e. protection against freezing, development strength before barrels and cones are set, etc.)
- (4) What steps will be taken to ensure the grade around the manholes will not sink when complete (i.e. compaction testing, special base preparation, etc.)

Sanitary sewer manholes shall be constructed per COP Supplement 625.

SECTION 618: STORM DRAIN CONSTRUCTION

618.1 DESCRIPTION

ADD the following:

Work under this item shall be in accordance with COP Supplement 601 and as modified herein.

REMOVE the second paragraph in its entirety.

618.2 MATERIALS

REMOVE the first paragraph in its entirety and REPLACE with the following:

Pipe used for storm drain construction, including specials, joints, and gaskets, shall be according to the following sections, or as modified by special provisions.

The concrete pipe, HDPE pipe, corrugated metal pipe (CMP), specials, joints, gaskets, and testing shall be according with MAG Specifications 621, 735, 736 and 738, except as specified below or as modified by special provisions.

ADD the following:

All CMP shall have $2\frac{2}{3}$ inch x $\frac{1}{2}$ inch corrugations with a minimum gauge of 14. Steel lined or paved CMP will not be allowed.

(1) Rubber Gasket Joints

All joints for CMP shall conform to MAG Specification 621.3.1 and shall be watertight.

618.3 CONSTRUCTION METHODS

REMOVE the first paragraph in its entirety and REPLACE with the following:

Excavation, bedding, backfilling, and compaction of backfill and bedding of trenches shall be accomplished in accordance with COP Supplement 601 and MAG Specification 603 for HDPE pipe, or as modified by special provisions.

SECTION 625: MANHOLE CONSTRUCTION AND DROP SEWER CONNECTIONS

625.1.1 Manholes

ADD the following:

Sanitary sewer manhole construction shall be in accordance with COP GES Details 420Q-1, 420Q-2, 421Q, 422Q, 423P-1, 423P-2, 426Q-1, 426Q-2 and 427Q.

625.1.2 Sanitary Drop Sewer Connections

ADD the following:

Sanitary sewer drop connections shall be constructed per COP GES Detail 426Q-1.

625.2 MATERIALS

REMOVE the second paragraph in its entirety and REPLACE with the following:

Brick shall not be used for maintenance and adjustment of the existing sanitary sewer manhole or ring and cover.

REMOVE the seventh paragraph in its entirety and REPLACE with the following:

Manhole steps, where approved by the City shall be in accordance with COP GES Detail 412Q. Plastic manhole steps shall conform to OSHA and ASTM C487 requirements. The manufacturer shall furnish a written certification indicating conformance.

625.3 CONSTRUCTION METHODS

REMOVE in its entirety and REPLACE with the following:

625.3.1 Manholes

Manholes shall be constructed of precast concrete sections, frames and covers, in accordance with the standard details. The invert channels shall be smooth and semi-circular in shape, conforming to the inside of the adjacent sewer sections. Changes in direction of flow shall be made with a smooth curve, having a radius as large as the manhole will permit. Changes in size and grade of the channels shall be made gradually and evenly.

Invert channels may be formed of concrete having a smooth mortared surface, or may be constructed by laying a full section of sewer pipe through the manhole and cutting out the portion of pipe above the floor after the surrounding concrete has hardened. The floor of the manhole outside the channels shall be smoothed and shall slope towards the channels.

Existing manholes shall be totally removed, including the bases, and disposed of by the Contractor. Existing rings and covers shall be salvaged and delivered to the City Wastewater Collection Yard located at 1505 Sundog Ranch Road. No separate payment will be made for removing manholes or salvaging manhole rings and covers. The cost of this item of work shall be included in the cost of manhole construction.

The excavation shall be made cylindrical to a diameter sufficient in size to permit sheeting if necessary and leave room that the precast concrete sections may be properly assembled.

Concrete foundations shall be Class A concrete and in accordance with the standard details and COP Supplement 505 for both poured-in-place and pre-cast bases. Cast-in-place concrete bases and inverts shall cure for a minimum of 72 hours, depending on concrete development strength before barrels and cones can be placed and before sewage flows across the inverts.

Frame and Cover: All machined surfaces on the frame and cover shall be such that the cover will lie flat in any position in the frame and have a uniform bearing through its entire circumference. Any frame and cover which creates any noise when passed over by automobiles shall be replaced. Frames shall be set in accordance with COP GES Detail 420Q-1.

Watertight Ring and Cover: Installation of watertight ring and cover shall be in accordance with COP GES Detail 420Q-1 as indicated on the plans. Watertight rings and covers shall be approved by the City prior to installation and cost shall be incidental to the manhole construction.

All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem in accordance with MAG Specification 220.1. The costs of special bedding and over excavation as required to provide a stable foundation, and other equipment and materials shall be incidental to the work.

Backfilling shall be done in accordance with the requirements for trench backfilling as stated in COP Supplement 601. Quality Control density testing shall be 1 test per 16 inches of fill, beginning at 2 feet above the crown of the pipe. A minimum of 2 density tests are required for each manhole. Each density test taken shall be in a different quadrant of the manhole as the previous test. If 4 tests are required, each quadrant shall have a density test.

625.3.2 Sanitary Sewer Drop Connections

Drop manholes that intercept existing mains (upper invert) shall not have a block-out for the pipe during the casting process. Said manholes shall be core drilled in place once the appropriate invert elevation has been verified in the field.

Core drilling shall not commence without approval from the Engineer.

The pipe shall be sealed at the penetration using a Link-Seal Modular Seal or approved equal.

(A) Internal Drop

- (1) Internal drop systems shall be installed in drop manholes where indicated on the plan sheets and accordance with COP GES Detail 426Q-1.
- (2) Internal drop systems shall be constructed using Reliner Inside Drop System as manufactured by Reliner/Duran Inc., or approved equal.
- (3) Manholes with internal drop systems require Internal Manhole Coating, and shall have the protective coating installed and tested prior to the installation of the drop system. Manhole coating shall be in accordance with COP Supplement 626.1.

625.3.3 Sanitary Sewer Manhole Testing

All manholes installed shall be tested by exfiltration or by vacuum testing as determined by the City. Testing shall be per ASTM C1244-3 and in accordance with Arizona Administrative Code, Title 18, Chapter 9, Part E301(D)(3)(e).

Testing of sanitary sewer manholes is considered incidental to the price bid for manhole installation and no additional payment shall be made.

625.4 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement of manholes shall be per manhole installed, complete in place regardless of depth.

Measurement of drop manholes shall be per manhole installed, complete in place regardless of depth.

Measurement for internal drops shall be per drop installed, complete in place regardless of depth.

625.5 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Payment for each accepted manhole installation shall be at the contract unit bid price in the bidding schedule and shall include all excavation, backfill, installation, grade ring adjustment, all necessary materials and testing for a complete manhole installation.

Payment for each accepted drop manhole installation shall be at the contract unit bid price and shall include all excavation, backfill, installation, internal coating, internal drop assembly, core drilling, grade ring adjustment, all necessary materials, and testing for a complete manhole installation

Payment for internal drop systems installed in existing manholes shall be at the bid unit price and shall include complete installation of the internal drop assembly, and internal coating in accordance with COP GES Detail 426Q-1 and all materials necessary for installation of the new drop sewer connections.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 626: MANHOLE COATINGS

626.1 DESCRIPTION

This section specifies the coating system used for the lining of the manholes as indicated on the drawings. The Contractor shall furnish all labor, materials and equipment required to clean, modify and coat the manholes. The Contractor shall comply with the local authority and all OSHA requirements for confined space entry. The coating shall yield a hard, durable chemical resistant coating and shall be specifically designed to be applied on a dry surface. The finish coating shall provide a watertight seal and shall adhere to all components of pipeline liner systems.

(A) Specific coating terminology used in this section is in accordance with definitions contained in ASTM D16, ASTM D3960 and the following definitions:

- (1) Dry Film Thickness (DFT): The thickness of one fully cured continuous application of coating.
- (2) Field Coat: The application or the completion of application of the coating system after installation of the surface at the site of the work.
- (3) Shop Coat: One or more coats applied in a shop or plant prior to shipment to the site of erection or fabrication, where the field or finishing coat is applied.
- (4) Tie Coat: An intermediate coat used to bond different types of paint coats. Coatings used to improve the adhesion of a succeeding coat.
- (5) Photochemically Reactive Organic Material: Any organic material that will react with oxygen, excited oxygen, ozone or other free radicals generated by the action of sunlight on components in the atmosphere giving rise to secondary contaminants and reaction intermediates in the atmosphere which can have detrimental effects.
- (6) Volatile Organic Compound (VOC) Content: The portion of the coating that is a compound of carbon is photochemically reactive and evaporates during drying or curing, expressed in grams per liter or pounds per gallon.

(7) Touch-Up Painting: The application of a paint on areas of painted surfaces to repair marks, scratches and areas where the coating has deteriorated to restore the coating film to an unbroken condition.

(B) Quality Assurance

(1) References: This section contains references to the following documents. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

- ASTM D16-93 Standard Terminology Relating to Paint, Varnish, Lacquer and Related Products
- ASTM D3359 A-92 Standard Test Methods for Rating Adhesion by Tape Test
- ASTM D3960-92 Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings

(2) Standardization: Materials and supplies provided shall be the standard products of manufacturers. Materials in each coating system shall be the products of a single manufacturer.

(C) Delivery and Storage

(1) Materials shall be delivered to the job site in their original, unopened containers. Each container shall bear the manufacturer's name, coating type, batch number, date of manufacture, storage life and special directions.

(2) Materials shall be stored in enclosed structures and shall be protected from weather and excessive heat or cold. Flammable materials shall be stored in accordance with State and local codes. Materials exceeding storage life recommended by the manufacturer shall be removed from the site.

626.2 MATERIALS

(A) The pre-approved coatings for the lining of manholes include: Sewer Shield Liner 150 as manufactured by Environmental Coatings, Mesa, Arizona; Sauereisen No. 210 as manufactured by Sauereisen, Inc., Pittsburgh, Pennsylvania; or Raven 405 as manufactured by Raven Lining Systems, Broken Arrow, Oklahoma. The coating color shall be approved by the owner.

(B) Primer shall be as recommended by the manufacturer for each application.

(C) Defect filler shall be as recommended by the manufacturer for each application. The coating shall contain no more than 20 percent filler, sand; no fiberglass fillers.

(D) Applicator Experience and Qualifications: The coating applicator must have a minimum of 2 years experience in applying either the specified coating or an equivalent coating and shall be certified as an applicator by the manufacturer. They shall submit a successful performance history for the application of either the specified coating or a similar coating in the wastewater industry:

(1) The coating applicator shall submit 3 references relating to the quality of workmanship performed on other projects using the same coating being proposed or an equivalent coating.

(2) The coating applicator shall be an Arizona licensed contractor with an AE License or equivalent.

(3) The coating contractor shall submit a manufacturer's certification to apply the coating specified herein for each applicator involved in the coating process.

(E) Product Data: Before materials are delivered to the job site, the Contractor shall provide the following information in accordance with these specifications.

- (1) For the filler, primer and finish coating, the Contractor shall furnish a Material Safety Data Sheet (MSDS).
- (2) For the filler and finish coating, the Contractor shall provide the manufacturer's application instructions, which shall include the following:
 - (a) Surface preparation recommendations
 - (b) Primer type, where required
 - (c) Maximum dry and wet mil thickness per coat
 - (d) Minimum and maximum curing time between coats, including atmospheric conditions for each
 - (e) Curing time before submergence in liquid
 - (f) Thinner to be used with coating material
 - (g) Ventilation requirements
 - (h) Minimum atmospheric conditions during which the coating shall be applied
 - (i) Allowable application methods
 - (j) Maximum allowable moisture content
 - (k) Maximum storage life
- (3) List of materials proposed to be used under this section and manufacturer's data for each material.

626.3 COATING

(A) Coating products shall not be used until the City has inspected the materials and the coating manufacturer's technical representative has instructed the Contractor and the City in the surface preparation, mixing and application of the coating. The coating manufacturer's technical representative must be a factory representative, not a local representative or an affiliate of the Contractor.

(B) Field coats shall consist of 1 or more finish coats to build up the coating to the specified dry film thickness. Unless otherwise specified, finish coats shall not be applied until other work in the area is complete and until all previous coats have been inspected.

(C) All items of equipment, or parts and surfaces of equipment, which are immersed when in service, with the exception of pumps and valves shall have all surface preparation and coating work, performed in the field.

(D) Preparations

- (1) Surfaces to be coated shall be clean and dry. Before applying coating or surface treatments, oil, grease, dirt, rust, loose mill scale, old weathered coatings and other foreign substances shall be removed except as specified. Oil and grease shall be removed before mechanical cleaning is started. Where mechanical cleaning is accomplished by blast cleaning, the abrasive used shall be washed, graded and free of contaminants, which might interfere with the adhesion of the coatings. The air used for blast cleaning shall be sufficiently free of oil and moisture to not cause detrimental

contamination of the surfaces to be coated. The Contractor shall examine all surfaces to be coated and shall correct all surface defects as required by manufacture before application of any coating.

(2) The Contractor shall protect the sewer from debris, overspray or any detrimental activity due to restoration of the manholes.

(3) Holes shall be filled using a grout as recommended by the coating manufacturer, and approved by the Engineer. The grout filler shall be used to bring all areas of holes and pitting up to the nominal surface of the manhole so that there is an even interior surface in the manhole without waves, pits or holes. Any exposed rebar shall be cleaned, and all areas of corrosion removed, prior to application of the grout as recommended by the coating manufacturer and approved by the Engineer.

(4) After surface preparation is complete, all loose material shall be removed from the sewer and manholes.

(5) The Contractor shall repair all defects in the coating system where directed by the Engineer.

(6) Surface preparations for each type of surface shall be in accordance with the specific requirements of the coating system specification sheet (COATSPEC). The COATSPEC shall be supplied by the manufacturer.

(E) Application

(1) The surface of the installed coating will be cleaned and prepared to permit visual inspection by the Engineer. Any areas of the coating showing poor adhesion, excessive air inclusion or edge or seam defects shall be properly repaired and re-inspected.

(2) Coated surfaces shall be free from runs, drops, ridges, waves, laps and brush marks. Coats shall be applied so as to produce an even film of uniform thickness completely coating corners and crevices. Painting shall be done in accordance with the requirements of SSPC: The Society for Protective Coatings, Paint Application Specification No. 1. The SSPC Paint Application Specification shall be supplied by the manufacturer.

(3) The Contractor's equipment shall be designed for application of the materials specified. The coating shall be obtained with the proper thickness and surface characteristics as recommended by the coating manufacturer.

(4) Each coat shall be applied evenly and sharply cut to line. Care shall be exercised to avoid over-coating or spattering on surfaces not to be coated.

(5) Film Thickness and Continuity: Coating system thickness is the total thickness of the finished coats. The surface area covered for various types of surfaces shall not exceed those recommended by the manufacturer. Coatings shall be applied to the thickness specified, and in accordance with these specifications. In testing for continuity of coating about welds, projections (such as bolts and nuts), and crevices, the City will determine the minimum conductivity for smooth areas of like coating where the dry mil thickness has been accepted. This conductivity shall then be taken as the minimum required for these rough or irregular areas. Pinholes and holidays shall be repainted to the required coverage.

(6) Safety and Ventilation: Requirements for safety and ventilation shall be in accordance with SSPC Paint Application Guide No. 3. The SSPC Paint Application Guide shall be supplied by the manufacturer.

(7) Cleanup: Upon completion of coating, the Contractor shall remove surplus materials, protective coverings and accumulated rubbish and thoroughly clean all surfaces and repair any over spray or other paint-related damage.

(F) Testing

(1) Spark Testing: All coated surfaces shall be spark tested for holes. The spark tester used shall provide 14,000 volts. If pinholes are found, the Contractor shall repair the coating as recommended by the manufacturer and retest. All testing and repair work shall be at the Contractor's expense.

(2) Adhesion Testing: The Contractor shall perform an adhesion test after proper cure in accordance with ASTM D3359 to demonstrate that the specified field coatings adhere to the substrate. Test results showing an adhesion rating of 5A on immersed surfaces and 4A or better on all other surfaces shall be considered acceptable.

626.4 DEFECT REPAIR

The Contractor shall repair all defects in the coating system where directed by the Engineer.

Where unacceptable adhesion test results are obtained, the Contractor shall be responsible for removing and reapplying the specified coatings at no expense to the City.

626.5 WARRANTY

The coating applicator shall supply a minimum 5 year warranty, for the coating that has been approved through the submittal process. The coating applicator shall also supply a warranty from the coating manufacturer addressed to the City. The warranty shall state, at a minimum, that the coating is applied in accordance with the manufacturer's instruction and that the coating will not fail for a period of 5 years. The definition of coating failure is that blistering, cracking, embrittlement or softening of the coating is starting to occur.

All structural rehabilitation work performed by the Contractor shall be guaranteed against faulty workmanship and/or materials for a period of 2 years after final acceptance of work.

626.6 MEASUREMENT AND PAYMENT

Payment for manhole coating shall be per square foot as measured from the invert to the ring and cover. The unit price shall include by-pass pumping and all materials necessary for internal coating of manholes specified on the plan sheets.

SECTION 630: TAPPING SLEEVES, VALVES AND VALVE BOXES ON WATER LINES

630.3.1 General

ADD the following:

Valves shall be resilient wedge gate valves, Waterous 2500 series, Clow, Mueller, or equal, suitable for use in line and in wet tapping water mains in conjunction with tapping sleeves. Gate valves shall be mechanical joint except where flange joints are specifically detailed in project plans or where required for tapping sleeves and hydrant installation.

Valve blocking shall be provided on all valves in accordance with Quad City Detail 301Q. No separate payment will be made for valve blocking and the cost shall be included in the water main unit price.

Valve boxes shall be in accordance with COP GES Detail 391Q.

Debris caps shall be installed on all valves within project limits according to MAG Detail 392 and shall be color-coded according to COP GES Detail 391Q. Debris caps shall be SW Services DC600 or approved equal.

The Contractor shall notify customers of scheduled water service disruption a minimum of 24 hours in advance of construction. Customers shall coordinate water shut-down with City Water Operations in accordance with Quad City Detail 103P.

630.3.2 Specific Valve Size Requirements

REPLACE item (A) with the following:

(A) Valves 2 inches through 12 inches:

REMOVE item (B) in its entirety and REPLACE with the following:

(B) Valves 14 inches and larger:

Valves shall be iron body resilient-seated gate valves in accordance with the latest revision of AWWA C515.

Valves shall be for operation in a horizontal position. The valve shall have bevel gears. The gears and stuffing box shall be enclosed in a watertight iron case, for operation in a buried location. The case shall be filled with grease at the factory.

By-pass valves shall be furnished and installed on each valve unless otherwise indicated on the approved plans. See Table 630-1 for by-pass valve sizes.

630.4 TAPPING SLEEVES AND VALVES

ADD the following:

The City Utility Operations shall be notified 48 hours in advance to schedule water main tap. If the Contractor is not ready for the tap at the scheduled time, the tap will be rescheduled. City crews will not remain on standby until the Contractor is ready for the tap. The rescheduled tap shall include a new 48 hour notification.

630.4.1 Tapping Valves

REMOVE the third paragraph in its entirety and REPLACE with the following:

Once the tap has been installed, the Contractor shall not operate the valve.

ADD the following:

Debris caps shall be installed on tapping sleeve valve according to MAG Detail 392 and shall be color-coded according to COP GES Detail 391Q. Debris caps shall be SW Services DC600 or approved equal.

630.5 BUTTERFLY VALVES

REMOVE item (A) and REPLACE with the following:

- (A) 18 inches and larger:

REMOVE item (A) (1) in its entirety and REPLACE with the following:

- (1) Valve body shall be of cast iron or ductile iron with connecting ends one of or a combination of flanged (short body) or mechanical joint.

REMOVE item (B) in its entirety and REPLACE with the following:

- (B) 3 inches through 16 inches:

Butterfly valves shall not be used.

630.6 AIR RELEASE AND VACUUM VALVES

ADD the following:

- (C) Air/vacuum release valves shall be in accordance with COP GES Detail 317Q-1 or 317Q-2.

- (D) Combination Air Valves

(1) Air valves shall be standard combination style. Cast iron air valves shall comply with AWWA C512 except as modified herein. Valves shall be of the size shown and shall have threaded or flanged ends to match piping. Bodies shall be of high-strength cast iron, conforming to ASTM A126, Class B, or NSF 61 certified reinforced nylon. Floats of cast iron air valves shall be heavy stainless steel, suitable to withstand 1,000 psi external pressure. Seats of cast iron air valves shall be Buna-N. Other internal components of cast iron air valves shall be constructed of stainless steel, bronze, delrin, or cast iron as appropriate. Internal components for reinforced nylon valves shall be NSF 61 certified nylon, polypropylene, EPDM or NBR 70. Inlet and outlet ports for large orifice valves shall be baffled to prevent the action of high volume airflows from interfering with valve operations. Interior and exterior carbon steel surfaces shall be epoxy coated. Valves shall be designed for a minimum of 300 psi water working pressure, unless otherwise shown.

- (2) Internal protective coatings shall be provided in accordance with AWWA C550.

(a) Liquid epoxy lining and coating materials shall be listed in the NSF Listing for Drinking Water Additives, Standard 61, certified for use in contact with potable water.

(b) The minimum dry film thickness for epoxy linings shall be 0.203 mm (0.008-inch or 8 mils). Liquid epoxy lining shall be applied in 2 coats in accordance with AWWA C210.

(3) Combination air valves shall be in accordance with COP GES Detail 317Q-1 or 317Q-2, unless shown otherwise. They shall have both large and small orifices in a single body. The large orifice shall serve to vent large quantities of air during filling operations and shall automatically open to relieve vacuum conditions. The small orifice shall vent small quantities of air under full line pressure that may become entrained in the system and collect at high points. Valves shall be APCO Series 140, Val-Matic Corp. Series 200, or equivalent

ADD the following subsection to 630.6 Air Release and Vacuum Valves:

630.6.1 Blow Off Installation

Blow off installation shall be in accordance with Quad City Detail 318P. The Contractor shall be required to provide Mega-Lug restraint for all joints for a distance specified per Quad City Detail 303Q-1 and 303Q-2.

630.8 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement will be by the unit each of the various kinds and sizes of valves, manholes, vaults, or tapping sleeves and valves, including valve boxes and covers, retrofit debris covers, air release valve assemblies, combination valve assemblies, and blow off assemblies.

630.9 PAYMENT

ADD the following:

Payment for valves, box and cover shall be per each at the unit bid price shown in the bidding schedule. Valves on tapping sleeves and hydrant installations shall be included in the appropriate bid item in the bidding schedule.

Debris cap specified on existing valves shall be incidental to the project work.

Payment for tapping sleeves shall be at the unit price bid in the bidding schedule and include the tapping sleeve, valve, box and cover, and all appurtenant fittings for complete assembly.

Payment for air release and vacuum valve installation shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for a complete installation.

Payment for combination air valve assembly shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for a complete installation.

Payment for blow off installation shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for complete installation. No extra payment shall be made for Mega-Lug restraint.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 650: ABANDONMENT AND REMOVAL OF WATER MAIN

650.1 WATER MAIN ABANDONMENT

(A) Abandonment of existing water main shall not commence until hydrostatic and disinfection test results for the new main have been accepted by the Engineer. The Contractor shall contact the Engineer a minimum of 48 hours in advance of abandonment activities to schedule City water crews to coordinate valve operation. Water customers affected by water service disruption due to water main abandonment shall be notified by written flyer delivered by the Contractor a minimum of 24 hours in advance of scheduled water service disruption. Scheduled water service disruptions are limited to a maximum of 4 hours.

(B) Abandonment of existing main shall include the removal of all valves, hydrants, and appurtenances within the reach to be abandoned. All valves and hydrants to be abandoned shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City

Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer. Removed materials not identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new main installation.

At all locations indicated on the plans, a minimum of 4 feet of water main shall be removed capped and the appropriate thrust restraint installed.

Existing valves to be abandoned shall include removing the valve, valve box, and cover in its entirety. Abandonment of appurtenances located in any structure (manhole, vault, etc.) shall include the complete removal and proper disposal of the appurtenance and the structure.

Abandonment of valves, hydrants, and appurtenances shall include the installation of the requisite number of mechanical joint caps as necessary to seal all pipe remaining in place.

(C) Restoration for water main abandonment shall include excavation, backfilling, compaction and re-surfacing in accordance with COP Supplement 601.

(D) Pavement matching and surface replacement shall be incidental to water main abandonment.

650.2 WATER MAIN REMOVAL

(A) Removal of water main shall not commence prior to authorization from the Engineer.

(B) Water main removal shall include the complete removal of all existing water main, valves, hydrants, structures, and appurtenances within the reach as indicated on the plans. All valves and hydrants to be removed shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new main installation.

(C) Removal of water main shall include excavation, backfilling, compaction, disposal and salvage in accordance with COP Supplement 601.

(D) Pavement matching and surface replacement shall be measured and paid accordance with COP Supplement 336. Any other restoration shall be considered incidental.

650.3 MEASUREMENT

Measurement for abandonment of water main and laterals shall be by the linear foot of pipe abandoned, measured horizontally through valves and fittings. Hydrants, valves, fittings, vaults, services, and other appurtenances shall be considered incidental to water main abandonment.

Measurement for removal of water mains and laterals shall be by the linear foot of pipe removed, measured horizontally through valves and fittings. Hydrants, valves, fittings, vaults, services, and other appurtenances shall be considered incidental to water main abandonment.

650.4 PAYMENT

Payment for water main abandonment shall be at the applicable unit bid price and shall include all work and appurtenant fittings necessary for complete abandonment. Pavement matching and surface replacement shall be incidental to water main abandonment.

Payment for water main removal shall be at the applicable unit bid price and shall include all work and appurtenant fittings necessary for complete removal. Pavement matching and surface replacement shall be

measured and paid accordance with COP Supplement 336. Any other restoration shall be considered incidental.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 651: ABANDONMENT AND REMOVAL OF SANITARY SEWER

651.1 SANITARY SEWER ABANDONMENT

- (A) Abandonment of sanitary sewer shall not occur until all existing sanitary sewer services have been transferred to another main or lateral, and abandonment is approved by the Engineer.
- (B) Abandonment of sanitary sewer shall include gravity and/or force mains, manholes, vaults, wet wells, and other appurtenances within the reach noted on the plans to be abandoned.
- (C) Manhole frames, covers, vault access hatches, and clean-out frame and covers shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new sewer installation.
- (D) Restoration for sanitary sewer abandonment shall include all excavation, backfilling, compaction, and resurfacing in accordance with COP Supplement 601.

651.1.1 Sanitary Sewer Mains

- (A) Abandonment of sanitary sewer mains shall include all gravity mains, laterals, and force mains, and shall be accomplished by pipe bursting or grout filling as indicated on the plans.

- (1) Pipe bursting shall be performed using industry standard methods and equipment.

A pipe bursting plan including equipment used, means and methods shall be submitted and approved in accordance with Section 105.2 of these specifications prior to beginning bursting operations.

Valves shall be removed and disposed of prior to pipe bursting, and shall become property of the Contractor. All valves shall be properly disposed of in accordance with these specifications.

- (2) Grouting shall be accomplished following industry standard methods, using a cement based grout to fill the void of the existing sanitary sewer main. The grouting material must have a minimum compressive strength of 100 psi and shall have flow characteristics appropriate for filling a sanitary sewer.

Injection of the grout material shall be done with sufficient pressure and injection locations to fill the existing sanitary sewer line. The method shall adequately provide for the removal and legal disposal of existing sewage in the lines and any pipe materials removed, and release of air from the system to facilitate proper abandonment.

A grouting plan including equipment used injection locations, grout mix design, and means and methods shall be submitted and approved in accordance with Section 105.2 prior to beginning grouting operations.

651.1.2 Manholes, Vaults and Wet Wells

- (A) Abandonment of manholes, vaults, wet wells and other structural appurtenances shall include the complete removal of each structure within the reach to be abandoned as indicated on the plans.
- (B) All items removed and not salvaged shall become property of the Contractor and properly disposed of in accordance with these specifications.
- (C) Backfilling after removal shall be in accordance with COP Supplement 601.
- (D) Pavement matching and surface replacement shall be incidental to sewer abandonment.

651.2 SANITARY SEWER REMOVAL

- (A) Removal of sanitary sewer shall not commence prior to authorization from the Engineer.
- (B) Removal of sanitary sewer shall include the complete removal of gravity and/or force mains, manholes, vaults, wet wells, and other appurtenances within the reach noted on the plans to be removed.

Existing sanitary sewer that is removed coincident with the installation of new sanitary sewer shall be considered incidental to the installation and shall not be measured or paid for under this section.

- (C) Manhole frames, covers, vault access hatches, and clean-out frame and covers shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new sewer installation.

- (D) Removal of sewer main, laterals, or force main that tie into an existing manhole that is to remain in service shall include complete removal of the penetrating pipe and grouting the hole with lean, non-shrink grout. A water stop shall be used to ensure the integrity of the manhole.

The water stop proposed shall be submitted for review and approval prior to removal activities in accordance with Section 105.2 of these specifications.

- (E) Removal of sanitary sewer shall include excavation, backfilling and compaction in accordance with COP Supplement 601. Disposal, salvage, and bypass pumping shall be considered incidental to sewer removal.
- (F) Pavement matching and surface replacement shall be measured and paid in accordance with Section 336 of these specifications. Any other restoration shall be considered incidental.

651.3 MEASUREMENT

Measurement for abandonment of sewer main, laterals, and force main shall be by the linear foot of pipe abandoned, measured horizontally through manholes, vaults, valves, and fittings. Valves, fittings, services, cleanouts, and other appurtenances shall be considered incidental to sewer abandonment.

Abandonment of manholes and wet wells shall be the number of each abandoned. Vaults shall be considered incidental to sewer abandonment unless otherwise noted in the special provisions.

Measurement for removal of sewer main, laterals, and force main shall be by the linear foot of pipe abandoned, measured horizontally through manholes, vaults, valves, and fittings. Valves, fittings, services, cleanouts, and other appurtenances shall be considered incidental to sewer removal.

Measurement for manholes and wet wells shall be the number of each removed. Vaults shall be considered incidental to sewer abandonment unless otherwise noted in the special provisions.

651.4 PAYMENT

Payment for abandoning sewer mains, laterals, and force main shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be incidental to sewer abandonment.

Payment for abandoning manholes and wet wells shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be incidental to sewer abandonment.

Payment for removing sanitary sewer shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be measured and paid in accordance with Section 336 of these specifications. Any other restoration shall be considered incidental.

Payment for removing manholes and wet wells shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be measured and paid in accordance with Section 336. Any other restoration shall be considered incidental.

PART 700 – MATERIALS**SECTION 701: AGGREGATE****701.4 RECLAIMED CONCRETE MATERIAL (RCM)**

REMOVE in its entirety and REPLACE with the following:

Use of Reclaimed Concrete Material (RCM) is not allowed.

701.5 RECLAIMED ASPHALT PAVEMENT (RAP)

REMOVE in its entirety and REPLACE with the following:

Reclaimed asphalt pavement (RAP) shall not be allowed.

SECTION 703: RIPRAP**703.1 GENERAL**

REMOVE the second paragraph in its entirety and REPLACE with the following:

Aggregate shall be color-matched with adjacent landscape aggregate or as specified on the plans or in the special provisions, and approved by the Engineer. Payment for riprap shall include all work associated with providing color samples.

SECTION 710: ASPHALT CONCRETE

710.2.1 Asphalt Binder

REMOVE in its entirety and REPLACE with the following:

- (A) The approved asphalt binder shall be either Performance Grade (PG) 64-22, PG 70-22, PG 70-22TR, or PG70-22TR+ asphalt conforming to the requirements of AASHTO M 320-09 Performance-Graded Asphalt Binder. The binder grade shall be as specified in the contract documents or as directed by the Engineer.
- (B) The Engineer may review a request by the Contractor to change from the approved binder grade.

710.2.3 Reclaimed Asphalt Pavement (RAP):

REMOVE in its entirety and REPLACE with the following:

Reclaimed asphalt pavement (RAP) shall not be allowed.

710.3.1 General

REMOVE item (11) in its entirety.

710.3.2 Mix Design Criteria

ADD the following:

- (A) The intent of this supplement is to use only ½ inch or ¾ inch Marshall or Gyratory Mix Designs within the specification unless specifically called out in the project specifications.
- (B) The asphalt mix design shall be for high traffic volume, unless otherwise specified.

710.3.2.1 Marshall Mix Design

REMOVE item (5) in Table 710-3 Marshall Mix Design Criteria and REPLACE with the following:

- (5) Tensile Strength Ratio: % Min.

Minimum percent requirement is changed to 75. A tensile strength ratio of 75 percent may require more than 1 percent mineral admixture.

REMOVE item (7) in Table 710-3 Marshall Mix Design Criteria and REPLACE with the following:

- (7) Stability: pounds, Minimum

Minimum requirement is changed to 3500 for ½ inch mix and ¾ inch mix.

SECTION 725: PORTLAND CEMENT CONCRETE

725.1 GENERAL

ADD the following:

All Portland cement concrete placed under this contract shall be Class AA with a maximum water/cement ratio of 0.45.

ADD the following subsection to 725.1 General:

725.1.1 Adverse Weather Concreting

(A) Hot Weather Concreting: Hot weather is defined as any combination of high ambient temperature, low relative humidity, and wind velocity which would tend to impair the quality of fresh concrete. These effects become more pronounced as wind velocity increases. Since last minute improvisations are rarely successful, preplanning and coordination of all phases of the work are required to minimize these adverse effects.

- (1) Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:
 - (a) Cool ingredients before mixing to maintain concrete temperature below 90 degrees F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is the Contractor's option.
 - (b) Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 - (c) Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.
- (2) As an absolute minimum, the Contractor shall ensure that the following measures are taken:
 - (a) An ample supply of water, hoses, and fog nozzles are available at the site.
 - (b) Spare vibrators are on hand in the ratio of 1 spare vibrator for each 3 in use.
 - (c) Pre-planning has been accomplished to ensure prompt placement, consolidation, finishing, and curing of the concrete.
 - (d) Concrete temperature on arrival should be approximately 60 degrees F and in any event shall not exceed 90 degrees F. The use of cold water and ice is recommended.
 - (e) The subgrade is moist, but free of standing water.
 - (f) Fog spray is utilized to cool the forms and steel. Under extreme conditions of high ambient temperature, exposure to the direct rays of the sun, low relative humidity, and wind, even strict adherence to these measures may not produce the quality desired and it may be necessary to restrict concrete placement to early morning only. If this decision is made, then particular attention must be directed to the curing process since the concrete will be exposed

to severe thermal stresses due to temperature variation; heat of hydration plus midday sun radiation versus nighttime cooling.

(B) Cold Weather Concreting: Comply with ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

(1) When air temperature has fallen to or is expected to fall below 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F and not more than 80 degrees F at point of placement.

(2) Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

(3) Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

(C) Wet Weather Concreting: Placing of concrete shall be discontinued when the quantity of rainfall is such as to cause a flow or wash to the surface. Any concrete already placed and partially cured shall be covered to prevent dimpling. A construction joint will be installed prior to shut down.

(D) Replacement of Damaged or Defective Concrete: Upon written notice from the Engineer, all concrete which has been damaged or is defective, shall be replaced by the Contractor at no cost to the Contracting Agency.

(E) References

(1) ACI-305 Hot Weather Concreting

(2) ACI-306 Cold Weather Concreting

(3) ACI-308 Recommended Practices for Curing Concrete

(F) No separate payment shall be made for adverse weather concreting. The work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay item.

725.5 ADMIXTURES AND ADDITIVES

REMOVE the third paragraph in its entirety and REPLACE with the following:

Air entraining admixtures incorporated into the approved concrete mix design shall meet the requirements of ASTM C260. All Portland cement concrete shall contain 6 percent, plus or minus 1 percent, entrained air of evenly dispersed air bubbles at the time of placement. The air-entraining agent shall contain no chlorides. The air-entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement. Air entrainment in the concrete shall be tested in accordance with AASHTO T 152. Air entrainment shall be tested at time of sampling in accordance with ASTM C143 and C231 respectively. The cost of this testing shall be the responsibility of the Contractor.

725.8.1 Field Sampling and Tests

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

The slump of Portland cement concrete shall be tested in accordance with the requirements of AASHTO T 119, ASTM C143 and ASTM C231 respectively. Concrete that does not meet the specification requirements as to slump shall not be used, but shall be removed from the job at no cost to the City. Slump tests shall be

taken in the field by a representative of the Contractor's Quality Control firm. The cost of this testing shall be the responsibility of the Contractor.

725.8.2 Concrete Cylinder Test:

ADD the following:

Concrete cylindrical specimens for compression tests shall be taken in the field by a representative of the Contractor's Quality Control firm in accordance with AASHTO T 141 and T 23. These samples will be tested for compressive strength in accordance to AASHTO T 22. Concrete samples will be taken in accordance with this section and MAG Specification 725.8.3, except as noted hereinafter. 1 set of not less than 4 cylinders per 50 cubic yards or ½ days pour shall be prepared and retained to verify compressive strength of the mixture. 1 cylinder shall be tested at 7 days and 2 at 28 days. The fourth cylinder shall be retained for up to 60 days. If the 28 day test does not meet the minimum strength requirement, cores shall be taken as provided herein and the cost of such will be the responsibility of the Contractor. Acceptance shall be based on minimum 28 day strength requirements. The cost of testing shall be the responsibility of the Contractor.

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CACTUS ASPHALT, A DIVISION OF CACTUS TRANSPORT, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of _____, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Cactus Asphalt, a division of Cactus Transport, Inc., an Arizona corporation (the “Contractor”). The Town and Contractor are the only parties to this Agreement; they are each individually a “Party,” and together they are the “Parties.”

RECITALS

A. After a competitive procurement process, the City of Prescott, Arizona (“Prescott”), entered into Contract No. 2023-208, dated June 13, 2023 (the “Prescott Contract”), for the Contractor to provide job order contracting services for public works/horizontal construction projects. A copy of the Prescott Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such materials and services under the Prescott Contract, at its discretion and with the agreement of the awarded Contractor.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with construction materials and services, as more particularly set forth in Section 2 below on an as-needed basis (the “Materials and Services”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025, unless terminated as otherwise provided in this Agreement or the Prescott Contract (the “Term”). The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for job order contracting on public works/horizontal construction projects under the terms and conditions of the Prescott Contract and this Agreement. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases

of such Materials and Services will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the Parties in a written invoice, quote, work order, job order, or other form of written agreement describing the work to be completed (each, a “Job Order”). Each Job Order shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Job Orders submitted without referencing this Agreement and the Prescott Contract will be subject to rejection. The Contractor acknowledges and agrees that Job Orders containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the “Unauthorized Conditions”), other than Town’s project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any Job Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Prescott Contract shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement or the Prescott Contract will be held at the Contractor’s risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel Job Orders within a reasonable period of time after issuance. Should a Job Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Job Order. The Town will not reimburse the Contractor for any costs incurred after receipt of the Town’s notice of cancellation, or for lost profits, shipment of product prior to issuance of a Job Order, or anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay the Contractor for the Materials and Services in the amounts set forth in each Job Order. The total compensation for the Materials and Services purchased under this Agreement shall not exceed \$500,000 for the entire Term of this Agreement.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Prescott Contract will be subject to rejection and may be returned.

5. Safety Plan. The Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Contractor’s sole determination, the Services to be provided do not require a safety plan, the Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, the Contractor’s and its subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Contractor’s and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments, or claims based on the Contractor’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Contractor pursuant to this Agreement. The Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the Contractor or its subcontractors reasonable advance notice of intended audits. The Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor’s or its subcontractor’s failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. To the extent applicable under ARIZ. REV. STAT. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a “boycott” of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

9. Conflict of Interest. The Town may cancel this Agreement pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, and any Town-approved Job Orders, the Prescott Contract, and invoices, the documents shall govern in that order.

13. Rights and Privileges. To the extent provided under the Prescott Contract, the Town shall be afforded all of the rights and privileges afforded to Prescott and shall be the "City" (as defined in the Prescott Contract) for the purposes of this Agreement.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Prescott to the extent provided under the Prescott Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town Town of Chino Valley
 202 North State Route 89
 Chino Valley, Arizona 86323
 Attn: Town Manager

With copy to: GUST ROSENFELD P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to the Contractor: Cactus Asphalt, a division of Cactus Transport, Inc.
 8211 West Sherman Street
 Tolleson, Arizona 85353
 contractscoordinator@cactusasphalt.com
 Attn: Nicole Edmonds

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

“Contractor”

CACTUS ASPHALT, A DIVISION OF CACTUS
TRANSPORT, INC., an Arizona corporation

Nicole Edmonds, Contract Coordinator

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CACTUS ASPHALT, A DIVISION OF CACTUS TRANSPORT, INC.

[Prescott Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CACTUS ASPHALT, A DIVISION OF CACTUS TRANSPORT, INC.

[Job Orders]

See following pages (to be attached subsequent to execution).



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

6. i.

Meeting Date: 09/26/2023
Contact Person: Frank Marbury, Public Works Director/Town Engineer
Department: Public Works
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve a Cooperative Purchasing Agreement with Ridgeline Builders, LLC, for job order contracting townwide construction services for an amount not to exceed \$500,000.

RECOMMENDED ACTION:

Approve the Cooperative Purchasing Agreement with Ridgeline Builders, LLC, for job order contracting townwide construction services for an amount not to exceed \$500,000.

SITUATION AND ANALYSIS:

This is an indefinite quantity and indefinite delivery Agreement for various townwide construction services, which may include, but are not limited to, building, altering, maintaining, repairing, improving, and demolishing public structures under the terms and conditions of the Prescott Contract and this Agreement.

Other Pertinent Documents Available Upon Request:

This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025, unless terminated as otherwise provided in this Agreement or the Prescott Contract (the "Term"). The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code:
Available:
Funding Source:

Attachments

JOC Ridgeline Builders LLC
 CPA Ridgeline Builders



Request for Statement of Qualifications
Standard Specifications and Contract Documents
Job Order Contracting Services for Citywide Construction

Contract Number 2023-068

MAYOR AND COUNCIL:

Philip Goode, Mayor
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member
Steve Sischka, Council Member
Clark Tenney, Council Member

CITY CLERK:

Sarah M. Siep

Request for Statement of Qualifications

Job Order Contracting Services for Citywide Construction

DESCRIPTION: This Job Ordering Contract (JOC) is for a broad range of building, altering, maintaining, repairing, improving, or demolishing any public structure or building of various scopes and sizes on an as-needed basis at various project locations throughout the City of Prescott, Arizona. For projects determined by the City to be appropriate for this JOC, the City will request the contractor prepare a scope of work, cost proposal, and project schedule. If acceptable, the City will issue an individual job order agreement and direct the contractor to proceed with the work. The City anticipates that awarded contractors will be issued work, the contractor is neither guaranteed a minimum amount of work nor jobs. The City reserves the right to issue job order contracting agreements based on the ability of the contractor to meet the City's work schedule, the availability of trades and expertise in relation to each project.

BID OPENING: September 8, 2022, at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott, Arizona 86303.

In accordance with local and State law, sealed bids will be received by the Office of the City Clerk at 201 S. Cortez Street, Prescott, Arizona 86303, until 2:00pm on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time, and location. Any bid received at or after 2:00pm on the referenced date will be returned unopened.

Copies of Project Specifications and Contract Documents are available for inspection on the City's website at:

<https://www.prescott-az.gov/business-development/purchasing/bid-listings/open-bid-requests/>

PUBLISH: August 21, 2022

Request for Statement of Qualifications

Job Order Contracting Services for Citywide Construction

The City of Prescott is soliciting statement of qualifications for Job Order Contracting Services for Citywide Construction. Sealed requests including one (1) original, (not bound or stapled) will be opened on September 8, 2022, at the time and place indicated in Section 2.2.

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1.0 Solicitation Specifications

1.1 Project Description

This Job Ordering Contract (JOC) is for a broad range of building, altering, maintaining, repairing, improving, or demolishing any public structure or building of various scopes and sizes on an as-needed basis at various project locations throughout the City of Prescott. For projects determined by the City to be appropriate for this JOC, the City will request the contractor prepare a scope of work, cost proposal, and project schedule. If acceptable, the City will issue an individual job order agreement and direct the contractor to proceed with the work. The City anticipates that awarded contractors will be issued work, the contractor is neither guaranteed a minimum amount of work nor jobs. The City reserves the right to issue job order contracting agreements based on the ability of the contractor to meet the City's work schedule, the availability of trades and expertise in relation to each project.

1.2 Scope of Work

The City operates multiple facilities including Prescott Regional Airport, City Hall, Parks and Recreation Centers, Prescott Rodeo Grounds, 2 Wastewater Treatment Plants, 7 Water Wells, over one hundred Water and Wastewater Pump Stations, Police Stations, multiple Fire Stations, Public Works and Engineering Facility, and Library.

The Scope of work will include work tasks as requested and described below relating to a variety of citywide construction projects. These projects will include any or all of the following: earthwork and landscaping, structural, electrical, mechanical, plumbing, HVAC, drywall, painting, and any other related general contracting functions.

The following activities may be included in individual projects. If the contractor does not have direct expertise in some of these areas, they must demonstrate the knowledge needed to act as the general contractor utilizing specialty subcontractors for specific work elements.

Work Activities (including but not limited to):

- a. **Permit Management:** The attainment of permits from any and all jurisdictions which the project may require, including but not limited to the City of Prescott and Yavapai County.
- b. **Construction:** The physical construction of the work, through competitive subcontractor selection/bidding and/or self-performance as dictated by the unique needs of each individual project.
- c. **Cost Proposals:** Upon the request of the owner, project cost proposals may be submitted either as a lump sum or as a Guaranteed Maximum Price (GMP). GMP cost proposals shall be "open book" with full transparency provided to the Owner and any project allowance savings will be returned to the Owner at the end of the project.
- d. **Federal Compliance:** Where federal monies are utilized, the scope shall include prevailing wage compliance as per the Davis Bacon Act and

submission of weekly certified payroll. The City of will notify the contractor if federal grants are utilized.

- e. Project Close-Out: The preparation, maintenance, or modification of the Owner's project close-out documentation including, but not limited to: RLS certified survey as-built, CAD updates to as-built documents, operations and maintenance manuals, warranty manuals, turnover of certified payroll documentation (federal projects only), City, County, State, or Federal agency special close-out requirements, and maintenance personnel training (if applicable). Preparation of construction estimates. City staff may desire to use the contractor during capital project planning or design stages to perform construction estimates.

1.3 Contractor License

Contractor shall be a licensed contractor through the Arizona Registrar of Contractors and have the proper classification to perform the work specified in this contract.

1.4 Guarantee

The Contractor shall guarantee all work and operation of materials provided for one year after completion of the work and each offer shall provide a one-year warranty/guarantee against defects in materials, faulty workmanship and/or performance for all items required of the specifications. Contractor further warrants that all services provided under any job order agreement resultant of this Contract shall conform to the specifications of this Contract and any resulting job order agreement.

1.5 Ordering Work

Contractor shall provide the City with a written cost proposal for each project.

Proposals shall be itemized per the job pricing matrix and the job order cost proposal. Estimates are binding on the Contractor. However, conditions which will alter the original estimate may be brought to the attention of the City's Project Manager ("Project Manager") for approval. Such notification will occur quickly enough so as not to delay any project underway.

Contractor shall proceed with work only upon obtaining an off-site/ROW permit from the Engineering Department and the receipt of a purchase order. The City will waive any City permit fees.

1.6 Scope of Work Meeting

Prior to the commencement of any work on a project, a scope meeting will be held. Minimum attendance of the Contractor's staff shall include a responsible company official and the job superintendent. The agenda will include:

- a. Critical elements of the work schedule.
- b. The traffic control plans in writing.
- c. Coordination with the involved utility firms.

- d. Emergency telephone numbers for all representatives involved in the course of construction.
- e. Names and telephone numbers for all subcontractors proposed for use on the project

1.7 Contractor's Construction Schedule

The Contractor shall prepare and submit for approval a construction schedule outlining the proposed sequence of operations. The schedule shall conform to specific limitations of operations specified herein and to the approved traffic control plan, if needed.

1.8 Change in the Work

The Director may at any time, as the need arises, order changes within the scope of work of any job order agreement without invalidating the agreement. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written change order.

The Director also may, at any time, by issuing a written field order, make changes in the details of the work for any job order agreement. The Contractor shall proceed with the performance of any changes in the work so ordered unless the Contractor believes that such written field order entitles him/her to a change in Contract price or time, or both, in which event Contractor shall give the City written notice thereof within three days after the receipt of the field ordered change, and the Contractor shall not execute such changes pending the receipt of an executed change order or further written instruction from the City.

1.9 Layout, Field Measurements, and Inspection of Surfaces

Contractor shall be solely responsible for the accuracy of measurements and laying out their own work and shall make good any errors due to faulty measurements taken, information obtained, layout, or failure to report discrepancies. The City will assist the Contractor in establishing preliminary working lines and benchmarks.

The Contractor shall notify the Project Manager in writing of any defects noted in such surfaces that are to receive their work. The Project Manager will direct such surfaces to be remedied.

1.10 Inspection

City Inspectors ("Inspectors") will monitor the work site(s) to report as to the progress of the work, the manner in which it is being performed, and report whenever it appears that material furnished, or work performed by the Contractor fails to fulfill the requirements of the job order agreement. The Inspectors may direct the attention of the Contractor to such failures or infringement.

In a case of a dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the Director or designee. Inspectors are not authorized to revoke, alter,

enlarge, relax, or release any requirements of the specifications. Inspector shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

Inspection or supervision by the Director or designee shall not be considered as direct control of the individual worker and/or their work. The direct control shall be solely the responsibility of the Contractor.

1.11 Quality Assurance

The Contractor/Vendor is responsible for all laboratory tests and certifications to assure that the material is in conformance to the requirements set forth in this advertisement. Representative samples of the cover material, taken under the direct supervision of the Engineer, laboratory test results and certificates of compliance shall all be submitted to the Engineer. The Engineer may reject delivered base material if, in his opinion, the delivered material differs significantly from the representative sample.

1.12 Protection of Finished or Partial Finished Work

The Contractor shall properly guard and protect all finished or partially finished work and shall be responsible for the same until the entire contract is completed and accepted by the City. Partial payment on work so completed shall not release the Contractor from such responsibility, but they shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

1.13 Stockpile of Materials

The Contractor may, if approved by the Project Manager, place 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.

1.14 Supervision by Contractor

The Contractor shall supervise and direct the work and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall employ and maintain at the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The representative shall have full authority to act on behalf of the Contractor and all communications given to the representative shall be as binding as if given to the Contractor. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

1.15 Standard Specifications and Details

Except as otherwise noted, cost allocations of this project and all work done under this Contract shall be in accordance with these specifications and all applicable Uniform Standard Specifications For Construction sponsored and distributed by Maricopa Association of Governments (MAG), MAG Standard Details, the City supplements to MAG Standard Details, including the latest approved revisions thereto in force at the time of bid advertisement, which shall be referred to hereinafter as the "Standard Specifications." In all cases where accepted standards (American Water Works

Association (AWWA), American National Standards Institute (ANSI), American Association of State Highway and Transportation Officials (AASHTO), Arizona Department of Transportation (ADOT), American Society for Testing and Materials (ASTM), MAG, etc., are referred to in the "Standard Specifications," the latest revisions as of bid advertisement shall prevail.

1.16 Dumping and Disposal of Waste

The Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the Contractor, unless otherwise directed by the Director.

1.17 Clean Up

Clean up shall include the removal of all excess materials in conjunction with the project accumulated on any driveways, curbs, landscaping, or any other surface. No special payment will be made for this item.

The Contractor shall, upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site of the work and public right-of-way in a neat and clean condition. No special payment will be made for this item.

1.18 Dust Prevention

The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project to the satisfaction of the Director and in accordance with the requirements of the Yavapai County Health Department Air Pollution Control and Environmental Protection Agency (EPA) regulations. Contractor will work under the City's Dust Control permit.

1.19 Miscellaneous Removal and Relocations

Miscellaneous removals and relocations shall be construed to mean the removal of all unsuitable materials whether designated or allied by the plans and specifications and shall include but not be limited to the removal of such items as pipes, concrete, asphalt, block, brick, rock, metal, etc. of every nature and description, unless such items are specifically designated in a separate line item. Certain items require temporary removal and reinstallation such as mailbox stands, signposts, survey monument frames and covers, etc., and are included in this category.

1.20 Traffic Control

Most projects will be small enough where major traffic control will not be required. Quotes will be requested for each project. If the need for major traffic control arises for a certain project the cost for traffic control can be added as a separate line item. Any revisions shall be submitted to Public Works for review and approval.

All traffic shall be regulated in accordance with MAG Specifications and the Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall have the full responsibility and liability for traffic control under each job order agreement. The Contractor shall submit a Traffic Control Plan to the Public Works Department for approval prior to beginning any work under any job order agreement. It shall be noted that Traffic under this Contract shall include all motor vehicles, bicyclists, and pedestrians.

The Contractor shall notify all adjacent or affected residents or businesses at least 48 hours in advance of any street, alley, sidewalk, and driveway closures and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.

Access shall be maintained to adjacent businesses at all times during construction. Where property has more than one point of access, no more than one access shall be restricted or closed at any one time. Access to adjacent private driveways shall be maintained during all non-working hours.

No measurement will be made for traffic control. No payment will be made for traffic control the cost thereof shall be included in the price bid submitted for the construction or installation of the items to which such traffic control is incidental or appurtenant.

1.21 Survey Control Points

Existing survey monuments shall be protected by the Contractor or removed and replaced under the direct supervision of the City Department Prior to construction, it is the responsibility of the Contractor to notify the City of any survey monuments which need to be referenced off. Any monuments which are lost and have not been referenced off due to the Contractor's negligence and lack of notification to the City shall be replaced at the Contractor's expense. Lot corners shall not be disturbed without knowledge and consent of the property owner and only after such corner has been properly referenced for replacement.

1.22 Protection of Existing Facilities

The Contractor shall protect all existing facilities during construction. Utility poles that may be affected by the construction activities shall be protected and/or braced by the Contractor. The Contractor shall notify the appropriate Utility Company or agency of any construction that may affect their facilities and state the course of action, which will be taken to protect same.

1.23 Testing of Materials

Most projects will be small enough where testing is not required. All tests shall be done according to the City and results certified by an independent laboratory approved by the City. All material testing should be included in the project price.

1.24 Cooperation with Utilities

The Contractor shall comply with the requirements of the A.R.S 40-360.21 through 40-360.43 in notification to the interested utility owners prior to the start of construction and shall ascertain the approximate locations of the various underground utilities shown on the plans, and as may be brought to their attention. The exact location of these underground utilities shall be determined by excavations made by the Contractor prior to any trenching operations. When the Contractor's operations result in damage to any

utility, the location of which has been brought to their attention, they shall assume full responsibility for such damage.

- a. The Contractor shall contact the City's Public Works Department for blue staking of all traffic signals, when required.
- b. The Contractor shall assume full responsibility for all damage to all utilities, the locations of which have been made known to them due to their operations, and shall repair the damaged utilities as required herein, at their own expense.
- c. It is the Contractor's sole responsibility to coordinate with the utility companies to have any conflicts between existing utilities and the new construction project resolved. The City will not be held responsible for any delay claims due to such conflicts.
- d. Any waterlines or fire hydrants damaged during construction shall be replaced at the Contractor's expense as per the requirements of the MAG Standard Specifications.
- e. No water valve, sewer manhole or clean out shall be left damaged or inaccessible for more than seven working days. If deficiencies are not corrected within the prescribed time period, the necessary repairs will be affected by the City at the Contractor's expense.

1.25 Required Permits

Contractor will be responsible for any required permits either City or any other agency.

1.26 Independent Contractor

1.26.1 General

- a. The Contractor acknowledges that all services provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City.
- b. Both parties agree that this Contract is nonexclusive, and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing their profession elsewhere.

1.26.2 Other Benefits

The Contractor is an independent contractor; therefore, the City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits

shall be the sole responsibility of Contractor.

1.27 Inspections

All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be remedied immediately by the Contractor.

1.28 Project Completion

Project Completion is full completion of all construction associated with a job order agreement, including, but not limited to, punch list items, close out documentation, Operation & Maintenance manuals, warranties, and record drawings as certified by the Architect or Engineer of record.

1.29 Award

This contract will be awarded to the responsible bidder(s) whose bid conforms to the invitation and whose bid is the most advantageous to the City concerning price, conformity to the specifications and other factors. The City may, at its discretion, award multiple contracts if determined to be in the best interest of the City. The Prescott City Council reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of the City of Prescott. Past performance on City projects or other public projects will be evaluated in awarding contracts, and the City may decide to award to a contractor who is not the low bidder. Each bidder must include delivery and a corresponding delivery charge on Form B (Price Sheet) for each material type that the bidder offers. The primary delivery location for the material will be to the City facilities located along Sundog Ranch Road; however, occasional deliveries will be required to specific job sites within the Prescott City limits. The delivery location for slurry and concrete will always be to specific job sites within the Prescott City limits.

2.0 Solicitation Process Requirements

2.1 Communications with the City and Request for Information

All communications regarding this solicitation must be directed in writing to the Department. Unless authorized by the Director, no other City official or employee is empowered to speak for the City with respect to this solicitation. Bidders are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Bidders are cautioned against contacting any City official or employee other than the City Contact for this solicitation. Failure to observe this requirement may be grounds for rejection of Bidder's bid.

The City's buyer for this solicitation is:
 Tim Legler, Deputy Recreation Services Director
 Recreation Services
 E-mail: tim.legler@prescott-az.gov

Requests for information must be received by the Project Manager by **5:00 PM on Thursday,**

September 1, 2022. Responses or addenda will be issued **no later than 05:00 PM on Friday, September 2, 2022.** It is the prospective proposer's full responsibility to check the City's website at <http://www.prescott-az.gov/business/bids/> for Addenda related to this procurement. Signed copy of all addenda must submitted with the proposal package.

2.2 Schedule

2.2.1 Solicitation Advertisement

August 21, 2022

2.2.2 Bid Opening [one (1) original, not bound or stapled]

Thursday, September 8, 2022, at 2:00pm
City of Prescott City Clerk's Office
Council Chambers
201 South Cortez Street
Prescott, AZ 86303

2.3 Addenda

Changes to this solicitation will be made only by addenda issued by the CITY'S Contact. It is the bidder's responsibility to check for any addenda prior to submitting a bid. All addenda issued by the City shall become a part of the specifications of this solicitation and will be made part of the resulting agreement.

2.4 Proprietary Material

A Bidder shall clearly mark any proprietary information contained in its bid with the words "proprietary information." Bidder shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a bid as proprietary may result in rejection of the bid. Bidders should be aware that the City is required by law to make its records available for public inspection. The Bidder, by submission of materials marked proprietary, acknowledges, and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose these materials.

2.5 Multiple Bids

A Bidder may submit multiple bids for any solicitation however, each bid must be submitted separately (in its own complete package) from the others.

2.6 Delivery of Bids

Sealed bids one (1) original must be received at the City Clerk's office no later than the date and time listed in Section 2.2. The bids will be opened and read publicly in the Conference Room at that time.

If the bid is delivered by the U.S. Postal Service, the bid should be addressed to:

Job Order Contracting Services for Citywide Construction
C/O the City Clerk's Office
201 South Cortez Street
Prescott, AZ 86303

Bidder shall enclose one (1) original bid, not stapled, or bound, in a sealed envelope. The envelope should identify the Bidder's name, mailing address, Title, and the time and date of opening. The City shall not consider late bids, telegraphic (fax) or telephone bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of bids. Bids received after the deadline will be returned unopened. A Bidder may submit multiple bids for any solicitation however, each bid must be submitted separately (in its own complete package) from the others.

2.7 Cost of Bids

The City shall not be liable for any costs incurred by Bidder in the preparation and submittal of a bid(s) in response to the solicitation or in the participation of any part of the procurement process.

2.8 Errors in Bids

Bidder is responsible for all errors or omission in their bids, and any such errors or omission will not serve to diminish their obligations to the City.

2.9 Withdrawal of Bids

A bid may be withdrawn by written request of the Bidder prior to the bid due date and time listed in Section 2.2. No bid may be withdrawn for a period of 60 calendar days after the bid due date and time.

2.10 Changes in Bids

Prior to the bid due date and time listed in Section 2.2, a Bidder may make changes to its bid provided the change is initialed and dated by the Bidder. Corrections and/or modifications received after the closing time specified will not be accepted.

2.11 Rejection of Bids

The City reserves the right to reject any and all bids and to waive any immaterial defects and irregularities in bids.

2.12 Disposition of Bids

All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.

2.13 Incorporation of Solicitation and Response in Agreement

This solicitation, including all attachments and addenda, and all promises, warranties, commitments, and representations in the successful bid shall be binding and shall become obligations of the agreement.

2.14 Protests

Any protest of a notice that a bid is non-responsive must be filed by 5:00 p.m. on the third business day after such notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and is filed with the City Clerk's Office, 201 S Cortez Street, Prescott, AZ 86303. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of

this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Bidder(s). The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other bidder.

2.15 Bid Submittal

Bid one (1) original (not stapled or bound) must be sealed and the envelope must clearly indicate the information as described in Section 2.9. Bidder must fully complete and submit the following documents:

- 2.4.1 Bid Form A - Bidder Response
- 2.4.2 Bid Form B – Job Pricing Matrix
- 2.4.3 Bid Form C - Bid Certification
- 2.4.4 Bid Form D - Non-Collusion Certificate
- 2.4.5 Bid Form E – Certificate of Ownership
- 2.4.6 Bid Form F – Bidder Qualifications, Representations and Warranties
- 2.4.7 Bid Form G – Subcontractor’s List

3.0 General Contract Terms and Conditions

3.1 Entire Agreement

This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. The City’s NIB/RFB, all addenda to the NIB/RFB, and the Contractor’s response to the NIB/RFB are explicitly included in this contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City’s NIB/RFB; the City’s NIB/RFB; and the Contractor’s response to the NIB/RFB.

3.2 Term

The initial term of the contract shall be for a period of two (2) years. The contract may be extended for additional one (1) year period up to a total of three (3) additional years, with the mutual consent of the City of Prescott and Contractor. The contract shall commence when the contract is fully executed. Extensions allowed for in this paragraph 3.2 may be done administratively, without additional City council action. Extensions shall be memorialized in writing, agreed to and signed by both parties in an amendment.

3.3 Title

Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until City receives items at the delivery point.

3.4 Schedule

The Contractor shall deliver the items or render the services as stated in the Contract. At the City’s option, the Contractor’s failure to timely deliver or perform may require

expedited shipping at the Contractor's expense or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City of such difficulty and the length of the anticipated delay.

3.5 Invoicing

All invoices shall be emailed to the project manager and reviewed for accuracy prior to submission and payments.

3.6 Payment

Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice.

3.7 Unlawful Overcharges

The Contractor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.

3.8 Price Warranty

The Contractor warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Contractor warrants that price shown on this Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.

3.9 Warranties

The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

3.10 Equal Employment Opportunity

During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.

3.11 Discrimination in Contracting

The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction, and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the

basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

3.12 Record-Keeping

The Contractor shall maintain, for at least 12 months after expiration or earlier termination of the term of this Contract, relevant records, and information necessary to document the Contractor's utilization of other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the Contractor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.

3.13 Publicity

The Contractor shall not advertise or publish the fact that the City has contracted to purchase items from the Contractor without the City's prior written approval.

3.14 Proprietary and Confidential Information

The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings, or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges, and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.

3.15 Indemnification of City against Liability

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City of Prescott, its employees, officers, agents, representatives, directors, and officials from and against all claims, damages, losses, expenses (including but not limited to attorney fees, court costs, and costs 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 employees, agents or any tier of subcontractors in the performance of this Contract; Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to or impairment, whether or not recovered under Workmen's Compensation law, destruction or property including loss of use resulting there from, or arising out of the failure of the Contractor or those acting under Contractor to conform to any statutes, ordinance, regulation, law or court decree. It is the intent and agreed to by the parties to this contract that the City of Prescott shall, in all instances, be indemnified against all liability, losses and damages of any nature whatever resulting from injuries to or death of persons or damages to or destruction of

property belonging to any person arising out of or in any way connected with the performance of this contract, whether the liability, loss or damage is caused by, or alleged to be caused in whole or in part by the negligence or fault of the Contractor or of its officers, agents or employees, or subcontractors.

3.16 Compliance with Law

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States, the State of Arizona, Yavapai County; the Prescott City Charter, the Prescott Municipal Code, and ordinances of The City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers, as may be applicable.

3.17 Licenses and Similar Authorizations

The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

3.18 Taxes

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment, and improvements; and taxes on the Contractor's interest in this Contract.

3.19 Tax ID Number

Bidder must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Bid Section. A City of Prescott Sales Tax Number, if applicable, must also be supplied.

3.20 Americans with Disabilities Act

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. If the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

3.21 Adjustments

At any time, the City may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

3.22 Amendments

Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties.

3.23 Price Adjustment

If the Contractor wishes to increase its prices for a contract extension, the contractor shall provide written notice to the City not less than sixty (60) days prior to the expiration of the original term of the contract (or any extension hereof). The City will consider a fully documented request for price increases. The requested increase shall be based upon a cost increase to Contractor that is directly correlated to the price of the product concerned. City shall determine whether the requested price increase or an alternate option, is in the best interest of City. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.

3.24 Acceptance by City

City reserves the right to accept or reject the request for a price increase. If City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.

3.25 Price Reduction

Contractor shall offer City a price reduction for its products concurrent with a published price reduction made to other customers.

3.26 Estimated Quantities

Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by City. City reserves the right to increase or decrease the quantities required. The City does not guarantee and maximum or minimum amounts of purchase.

3.27 Assignment

Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.

3.28 Binding Effect

The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

3.29 Waiver

The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

3.30 Applicable Law

This Contract shall be construed under the laws of the State of Arizona. The venue for any action relating to this Contract shall be in the Superior Court for Yavapai County, State of Arizona.

3.31 Remedies Cumulative

Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

3.32 Severability

Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

3.33 Gratuities

The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Contract upon one (1) calendar days' notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.

3.34 Termination**3.34.1 For Cause**

Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other within thirty calendar days after notice of breach has been provided to such other party.

3.34.2 For Reasons Beyond Reasonable Control of a Party

Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

3.34.3 For Public Convenience

The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City.

3.34.4 Notice

Notice of termination for convenience shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

3.35 Major Emergencies or Disasters

The following provision shall be in effect only during major emergencies or disasters. The City is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the City is contracting with the Contractor under the following terms and conditions: Contractor shall provide to the City, upon the City's

request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Contractor, the Contractor shall make such delivery as soon as practicable. If the Contractor is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Contractor shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Contractor has obtained prior approval from the City for such substitution. The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

3.36 Contractor Immigration Warranty

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with 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. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any 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.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.0 Standard Bid Information

4.1 Default by Bidder

In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Director.

4.2 Litigation

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or any other state or federal statute.

4.3 Cooperative Use of Contract

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

4.4 Brand Names

Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.

5.0 Instructions for Submittal Forms

5.1 Form A – Solicitation Response Cover Sheet

Bidder shall complete, sign, and submit Form A as the first page of the bid package.

5.2 Form B – Job Pricing Matrix

Bidder shall certify that its bid will be valid for 90 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.

5.3 Form C – Bid Certification

Bidder shall complete, sign, and submit Form C.

5.4 Form D – Non-Collusion Certificate

Bidder shall complete, sign, and submit Form D.

5.5 Form E – Certificate of Ownership

Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.

5.6 Form F – Bidder Qualifications, Representations and Warranties

5.6.1

The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to perform the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

5.6.2

Bidder shall provide two (2) references, a sub-contractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign and submit Form F.

5.7 Form G – Subcontractors List

Bidder shall complete and submit Form G completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations that they may utilize for projects as subcontractors.

Construction Contract



Job Order Contracting Services for Citywide Construction

Contract No. 2023-068

THIS AGREEMENT made and entered into this 11th day of October 2022, by and between Ridgeline Builders, LLC of the city of Prescott, county of Yavapai, state of Arizona, hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Job Order Contracting Services for Citywide Construction and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Notice Inviting Bids, Project Plans and Specifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, Addenda, Contractor Bid Proposal as accepted by the Mayor and Council per Council Minutes of October 11, 2022, Proposal Guarantee, Performance Bond, Payment Bond, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The initial term of the contract shall be for a period of two (2) years. The contract may be extended for additional one (1) year period up to a total of three (3) additional years, with the mutual consent of the City of Prescott and Contractor. The contract shall commence when the contract is fully executed.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract Documents, and approved quotes, for the full and satisfactory completion of all work as set forth in the Project Plans, Specifications and Contract Documents. Retention shall be in accordance with A.R.S. § 34-221, if applicable.

ARTICLE V - CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum according to the table in MAG 108-1 in section 108.9, per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum according to the table in MAG 108-1 in section 108.9 per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees, or any of the Contractor's subcontractors. In the event that the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XIII – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the

Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIV – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XV - MISCELLANEOUS:

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Public Works Director
City of Prescott
433 N. Virginia Street
Prescott, Arizona 86301

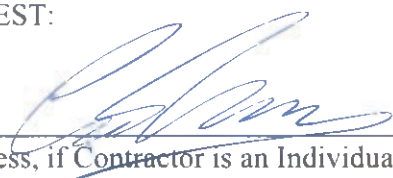
Ridgeline Builders, LLC
6640 Intercal Way
Prescott AZ 86301
dave@ridgelinebuilders.com

- E. This Agreement shall be construed under the laws of the State of Arizona.
- F. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become

part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

- G.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- H.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- I.** Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.
- J.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit “A”.
- K.** Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- L.** Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott”, as that term is defined in A.R.S. § 35-393, of Israel.

ATTEST:



Witness, if Contractor is an Individual



Ridgeline Builders, LLC
(Authorized Signature)

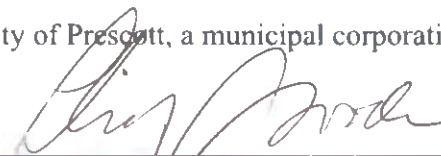
By: Dave Franz

(Printed Name)

Title: President

Email: dave@ridgelinebuilders.com

City of Prescott, a municipal corporation:



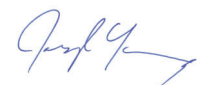
Philip R. Goode, Mayor

ATTEST:



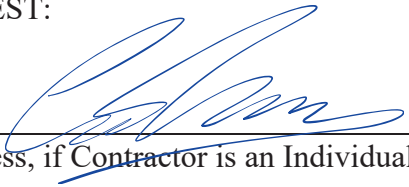
Sarah M. Siep, City Clerk

APPROVED AS TO FORM:



Joseph D. Young, City Attorney

ATTEST:



Witness, if Contractor is an Individual



Ridgeline Builders, LLC
(Authorized Signature)

By: Dave Franz
(Printed Name)

Title: President

Email: dave@ridgelinebuilders.com

City of Prescott, a municipal corporation:

Philip R. Goode, Mayor

ATTEST:

Sarah M. Siep, City Clerk

APPROVED AS TO FORM:

Joseph D. Young, City Attorney

Form A – Solicitation Response Cover Sheet



Job Order Contracting Services for Citywide Construction

Please note all that apply:

- ☒ Job Pricing Matrix
- ☒ Addenda Number(s) Received (if any)
- ☒ Original Forms A through G

Business Name:

RIDGELINE BUILDERS, LLC

Business Address:

6640 INTERCAL WAY
PRESCOTT, AZ 86301

Business Phone:

(928) 710-7194

Business Contact:

DAVID FRANZ

Contact Email:

DAVE@RIDGELINEBUILDERS.COM

Contractor Comments:

Form B – Job Pricing Matrix



Job Order Contracting Services for Citywide Construction

Company Name: RIDGELINE BUILDERS, LLC

JOC MATRIX	\$1.00 - \$50,00.00	\$50,001.00 - \$100,000.00	\$100,001.00 - \$300,000.00	OVER \$300,001.00
INDIRECT COSTS				
General Contractor Overhead	20	20	20	15
General Contractor Profit	5	5	5	5
Subcontractor	N/A	N/A	N/A	N/A
Bonds	*	*	*	*
Insurance	INCLUDED	INCLUDED	INCLUDED	INCLUDED
AZ/County/City Tax	5.915	5.915	5.915	5.915
Total Indirect Costs %	30.915	30.915	30.915	25.915

Signature of Company Official

Date Signed

Title

Email Address

Company Name

Phone Number

Address

City / State

Zip Code

→ * : IF BONDS ARE APPLICABLE TO A PROJECT THEY WILL BE BILLED SEPARATELY AND SHALL BE APPROX 4% OF THE PROJECT VALUATION.

Form C – Bid Certification**Job Order Contracting Services for Citywide Construction**

Company Name: RIDGELINE BUILDERS, LLC

The undersigned Bidder hereby certifies as follows:

- C1 That he/she has read The City of Prescott's solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum

Date Issued

- C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

- C3 That the Bidder's bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties
7. Form G – Subcontractor's List

- C4 That the Bidder's bid is valid for 90 days.

Dated this _____ day of _____ 2022.

Signature

Phone Number

Written Name

Email Address

Form C – Bid Certification**Job Order Contracting Services for Citywide Construction**Company Name: RIDGELINE BUILDERS, LLC

The undersigned Bidder hereby certifies as follows:

- C1 That he/she has read The City of Prescott's solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Date Issued
<u>1</u>	<u>8-26-22</u>

- C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

- C3 That the Bidder's bid consists of the following:
1. Form A – Solicitation Response Cover Sheet
 2. Form B - Job Pricing Matrix
 3. Form C – Bid Certification
 4. Form D – Non-Collusion Certificate
 5. Form E – Certificate of Ownership
 6. Form F – Bidder Qualifications, Representations and Warranties
 7. Form G – Subcontractor's List

- C4 That the Bidder's bid is valid for 90 days.

Dated this 8th day of SEPTEMBER 2022.

David J Franz
 Signature
DAVID FRANZ
 Written Name

928-710-7194
 Phone Number
DAVE@RIDGELINEBUILDERS.COM
 Email Address

Form D – Non-Collusion Certificate**Job Order Contracting Services for Citywide Construction**Company Name: RIDGELINE Builders, LLC

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this 8TH day of SEPTEMBER 2022.
Signature928-710-7194
Phone NumberDAVID FRANZ
Written NameDAVE@RIDGELINEBUILDERS.COM
Email Address

Form E – Certificate of Ownership**Job Order Contracting Services for Citywide Construction**

Company Name: RIDGELINE Builders, LLC

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this 8TH day of September 2022.

David Franz
Signature

928-710-7194
Phone Number

DAVID FRANZ
Written Name

DAVE@RIDGELINEBUILDERS.COM
Email Address

Form F – Bidder Qualifications, Representations and Warranties



Job Order Contracting Services for Citywide Construction

Company Name: RIDGELINE BUILDERS, LLC

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors – Bidder submits as Attachment 4 to this Bid Form A, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm's name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: YAVAPAI College
 Address: 1100 E. SHELDON ST.
PRESCOTT, AZ 86301
 Contact Person: JAMES CROCKETT
 Phone Number: 928-713-1383

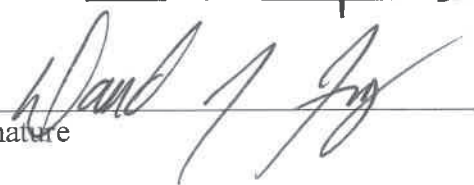
Reference #2

Firm Name: YAVAPAI PRESCOTT INDIAN TRIBE
 Address: COMMERCIAL + GAMING DIVISIONS
530 E. MERRITT PRESCOTT, AZ 86301
 Contact Person: LARRY REEHER
 Phone Number: 928-515-5141

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

- F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this 8TH day of SEPTEMBER 2022.


 Signature

928-710-7194
 Phone Number

DAVID FRANZ
 Written Name

DAVE@RIDGELINEBUILDERS.COM
 Email Address

Form G – Subcontractors List



Job Order Contracting Services for Citywide Construction

Subcontractor Information	Bid Item(s)
Name: B+W FIRE SECURITY Address: 8544 E. EASTRIDGE DRIVE PRESCOTT VALLEY, AZ 86314 Phone #: 928-772-8008 License #:	FIRE SPRINKLER SYSTEMS FIRE ALARM SYSTEMS AUTOMATION + ACCESS CONTROLS
Name: PHILLIPS HVAC Address: 437 MILLER VALLEY RD. PRESCOTT, AZ 8630 Phone #: 928-445-0282 License #:	HEATING + COOLING SYSTEMS
Name: PARAGON PLUMBING Address: 8321 E. JACQUE DR. PRESCOTT VALLEY, AZ Phone #: 928-775-2343 License #:	WATER + WASTE PLUMBING FIXTURES GAS PIPING
Name: COMMERCIAL GLASS CO. Address: 6720 CONSAIR AVE PRESCOTT, AZ 86301 Phone #: 928-925-7992 License #:	ALUMINUM STOREFRONT GLAZING

*Use additional form(s) if needed



Public Works Department

433 N. Virginia Street
 Prescott, Arizona 86301
 (928) 777-1130

ADDENDUM NUMBER ONE

FOR THE

Job Order Contracting Services for Citywide Construction

DATE OF ADDENDUM: August 26, 2022

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

The following addendum shall be made part of the Project Specifications and Contract Documents. All other provisions of the Contract Documents remain unchanged. The Bidder shall acknowledge receipt of this Addendum on page 32 of the Bid Proposal form, in addition to signing below and returning this form with the bid package. The contents of this Addendum shall be given full consideration in the preparation of the Bid.

Remove and replace Form C Bid Certification

Correct C3 to show 2. Form B- Job Pricing Matrix.

Correction to Page 3 Contents Form B

Correct from Price Sheet to be Job Pricing Matrix.

Add to the RSOQ 2.16 Evaluation Criteria

2.16 Evaluation Criteria

The SOQ shall clearly and accurately display the capability, knowledge, and experience of the firm to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The SOQs will be evaluated by a Review Committee appointed by the City according to the following criteria with equal values in each category:

- a. General Information
- b. Experience and Qualifications
- c. Value Added Knowledge and Experience – the company must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.
- d. Job Pricing Matrix

- END -

City of Prescott

Tim Legler
Tim Legler, Deputy Recreation Services Director

8/26/2022
Date

Acknowledgement: (must be signed and turned in with the bid documents)

RIDGELINE Builders, LLC
Company Name

[Signature]
Signature of Company Official

9-8-22
Date



CERTIFICATE OF LIABILITY INSURANCE

Page 1366 of 1605

DATE (MM/DD/YYYY)

10/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance of Arizona, Inc. 255 E Sheldon St, Ste A Prescott AZ 86301	CONTACT NAME: Sindi Williams PHONE (A/C, No, Ext): (928) 776-2700 FAX (A/C, No): (928) 776-2701 E-MAIL ADDRESS: Sindi.Williams@bbrown.com
INSURED Ridgeline Builders LLC 6640 Intercal Way Ste B Prescott AZ 86301	INSURER(S) AFFORDING COVERAGE INSURER A: Contractors Bonding and Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 37206

COVERAGES**CERTIFICATE NUMBER:** CL22102561706**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	CKA0512725	10/14/2022	10/14/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			TBD	10/18/2022	10/14/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When Required by written contract, the certificate holder is listed as a Named Additional Insured on a Primary and Non-Contributory basis, including Waiver of Subrogation. RGL369 07.16 General Liability includes ongoing as well as completed operations RGL 370 04.17 30 day notice of cancellation applies RML2108 02.18

CERTIFICATE HOLDER**CANCELLATION**

City of Prescott Atten: Public Works Department 433 N Virginia Street Prescott AZ 86301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ADDITIONAL COVERAGES

Ref #	Description Each Occurrence	Coverage Code EA OCC	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Products-completed operations aggregate	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description General Aggregate	Coverage Code GENAG	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The City of Prescott	Atten: Public Works Department 433 N Virginia Street Prescott AZ 86301
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is primary for the person or organization shown in the schedule to the same extent as a named insured on the policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – YOUR WORK – INCLUDING PRODUCTS- COMPLETED OPERATIONS HAZARD WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Scheduled Contract for Covered Operations
The City of Prescott	Atten: Public Works Department 433 N Virginia Street, Prescott AZ 86301
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person(s) or organization(s) shown in the Schedule whom you are required to add as an additional insured on this policy pursuant to a written contract which is scheduled above and which is:

1. Valid and legally enforceable;
2. Currently in effect or becoming effective during the term of this policy; and
3. Executed prior to an "occurrence" resulting in "bodily injury" or "property damage".

B. If agreed in the Scheduled Contract, the coverage provided to the additional insured shall be primary non-contributory to the same extent as a named insured on the policy.

C. The insurance provided to the additional insured is limited as follows:

The person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" specifically resulting from your sole negligence in the performance of "your work" for the additional insured which is the subject of the Scheduled Contract.

1. The Limits of Insurance applicable to the additional insured are the lesser of those limits specified in this policy, or those limits you agreed to provide in the Scheduled Contract.
2. The coverage provided to the additional insured by this endorsement does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the

Policy Number:

Scheduled Contract. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" such coverage will cease at the earliest of the following:

- a. The period of time required by the written contract or written agreement; or
 - b. The expiration date of this policy.
3. With respect to the coverage provided under this endorsement, the following duties are added to **Section IV – Commercial General Liability Conditions**, paragraph **2. Duties In The Event of Occurrence, Offense, Claim or Suit**:
- e. An additional insured under this endorsement will as soon as practicable:
 - (1) Give written notice of an occurrence to us which may result in a claim or "suit" under this insurance;
 - (2) Agree to trigger or activate any other insurance which the additional insured has for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance.
4. If required by the Scheduled Contract, we waive the right of recovery we may have against the person(s) or organization(s) shown in the Schedule for payments we make for "bodily injury" or "property damage" arising out of "your work" on the Scheduled Contract. However, such waiver does not apply to payments for liability apportioned to the additional insured.
5. Unless otherwise agreed in the Scheduled Contract, this insurance is excess over any other insurance as set forth in the Amendment of Other Insurance Condition Endorsement to this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NONRENEWAL –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Third Party Organization: The City of Prescott

Email Address: latona.jones@prescott-az.gov

US Mail Address: Atten: Public Works Department, 433 N Virginia Street, Prescott AZ 86301

If we cancel or choose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to “bodily injury or “property damage” caused by your negligence in the performance of your ongoing operations performed for that additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

To the extent required under said written contract or agreement, this policy will apply as primary insurance to additional insureds and other insurance which may be available to such additional insureds will be non-contributory. We waive our right of recovery against such additional insureds.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. “Bodily injury”, “property damage” or arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including but not limited to:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions,

reports, surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.
2. “Bodily injury” or “property damage” occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 3. “Bodily injury”, “property damage” or occurring or commencing before execution of the written contract or agreement that requires such person or organization be added as an additional insured on your policy.

C. Definitions

“Ongoing operations” means operations not included in the “products-completed operations hazard.”

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
RIDGELINE BUILDERS, LLC**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of _____, 202_, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Ridgeline Builders, LLC, an Arizona limited liability company (the “Contractor”). The Town and Contractor are the only parties to this Agreement; they are each individually a “Party,” and together they are the “Parties.”

RECITALS

A. After a competitive procurement process, the City of Prescott, Arizona (“Prescott”) entered into Contract No. 2023-068, dated October 11, 2022, the “Prescott Contract”), for the Contractor to provide job order contracting services for citywide construction. A copy of the Prescott Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such materials and services under the Prescott Contract, at its discretion and with the agreement of the awarded Contractor.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with construction materials and services, as more particularly set forth in Section 2 below on an as-needed basis (the “Materials and Services”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 202_ (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the Prescott Contract. The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a “Renewal Term”) if (A) it is

deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) the term of the Prescott Contract has not expired, (C) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term, and (D) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the Prescott Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of its then-current term; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting an extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, the Contractor shall be deemed to affirmatively assert that (A) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of this Agreement, and (B) any and all claims, known and unknown, relating to this Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for various citywide construction services, which may include, but are not limited to, building, altering, maintaining, repairing, improving, and demolishing public structures under the terms and conditions of the Prescott Contract and this Agreement. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases of such Materials and Services will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the Parties in a written invoice, quote, work order, job order, or other form of written agreement describing the work to be completed (each, a "Job Order"). Each Job Order shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Job Orders submitted without referencing this Agreement and the Prescott Contract will be subject to rejection. The Contractor acknowledges and agrees that Job Orders containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any Job Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Prescott Contract shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement or the Prescott Contract will be held at the Contractor's risk and may be returned to

the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel Job Orders within a reasonable period of time after issuance. Should a Job Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Job Order. The Town will not reimburse the Contractor for any costs incurred after receipt of the Town's notice of cancellation, or for lost profits, shipment of product prior to issuance of a Job Order, or anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay the Contractor for the Materials and Services in the amounts set forth in each Job Order. The total compensation for the Materials and Services purchased under this Agreement shall not exceed \$500,000 for the entire Term of this Agreement.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Prescott Contract will be subject to rejection and may be returned.

5. Safety Plan. The Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, the Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, the Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Contractor's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments, or claims based on the Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual

or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Contractor pursuant to this Agreement. The Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the Contractor or its subcontractors reasonable advance notice of intended audits. The Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. To the extent applicable under ARIZ. REV. STAT. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

9. Conflict of Interest. The Town may cancel this Agreement pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, and any Town-approved Job Orders, the Prescott Contract, and invoices, the documents shall govern in that order.

13. Rights and Privileges. To the extent provided under the Prescott Contract, the Town shall be afforded all of the rights and privileges afforded to Prescott and shall be the “City” (as defined in the Prescott Contract) for the purposes of this Agreement.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Prescott to the extent provided under the Prescott Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor’s work or services in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town Town of Chino Valley
 202 North State Route 89
 Chino Valley, Arizona 86323
 Attn: Town Manager

With copy to: GUST ROSENFELD P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to the Contractor: Ridgeline Builders, LLC
 6640 Intercal Way
 Prescott, Arizona 86301
 dave@ridgelinebuilders.com
 Attn: Dave Franz

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Contractor”

RIDGELINE BUILDERS, LLC,
an Arizona limited liability company

Dave Franz, President

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
RIDGELINE BUILDERS, LLC

[Prescott Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
RIDGELINE BUILDERS, LLC

[Job Orders]

See following pages (to be attached subsequent to execution).



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

6. j.

Meeting Date: 09/26/2023
Contact Person: Frank Marbury, Public Works Director/Town Engineer
Department: Public Works
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve a Cooperative Purchasing Agreement with Kinney Construction, LLC, for job order contracting townwide construction services for an amount not to exceed \$500,000.

RECOMMENDED ACTION:

Approve the Cooperative Purchasing Agreement with Kinney Construction, LLC, for job order contracting townwide construction services for an amount not to exceed \$500,000.

SITUATION AND ANALYSIS:

This is an indefinite quantity and indefinite delivery Agreement for various townwide construction services, which may include, but are not limited to, building, altering, maintaining, repairing, improving, and demolishing public structures under the terms and conditions of the Prescott Contract and this Agreement.

Other Pertinent Documents Available Upon Request:

This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025, unless terminated as otherwise provided in this Agreement or the Prescott Contract (the "Term"). The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code:
Available:
Funding Source:

Attachments

JOC Kinney Construction
 CPA Kinney Construction



**Request for Statement of Qualifications
Standard Specifications and Contract Documents
Job Order Contracting Services for Citywide Construction**

Contract Number 2023-070

MAYOR AND COUNCIL:

Philip Goode, Mayor
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member
Steve Sischka, Council Member
Clark Tenney, Council Member

CITY CLERK:

Sarah M. Siep

Request for Statement of Qualifications

Job Order Contracting Services for Citywide Construction

DESCRIPTION: This Job Ordering Contract (JOC) is for a broad range of building, altering, maintaining, repairing, improving, or demolishing any public structure or building of various scopes and sizes on an as-needed basis at various project locations throughout the City of Prescott, Arizona. For projects determined by the City to be appropriate for this JOC, the City will request the contractor prepare a scope of work, cost proposal, and project schedule. If acceptable, the City will issue an individual job order agreement and direct the contractor to proceed with the work. The City anticipates that awarded contractors will be issued work, the contractor is neither guaranteed a minimum amount of work nor jobs. The City reserves the right to issue job order contracting agreements based on the ability of the contractor to meet the City's work schedule, the availability of trades and expertise in relation to each project.

BID OPENING: September 8, 2022, at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott, Arizona 86303.

In accordance with local and State law, sealed bids will be received by the Office of the City Clerk at 201 S. Cortez Street, Prescott, Arizona 86303, until 2:00pm on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time, and location. Any bid received at or after 2:00pm on the referenced date will be returned unopened.

Copies of Project Specifications and Contract Documents are available for inspection on the City's website at:

<https://www.prescott-az.gov/business-development/purchasing/bid-listings/open-bid-requests/>

PUBLISH: August 21, 2022

Request for Statement of Qualifications

Job Order Contracting Services for Citywide Construction

The City of Prescott is soliciting statement of qualifications for Job Order Contracting Services for Citywide Construction. Sealed requests including one (1) original, (not bound or stapled) will be opened on September 8, 2022, at the time and place indicated in Section 2.2.

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1.0 Solicitation Specifications

1.1 Project Description

This Job Ordering Contract (JOC) is for a broad range of building, altering, maintaining, repairing, improving, or demolishing any public structure or building of various scopes and sizes on an as-needed basis at various project locations throughout the City of Prescott. For projects determined by the City to be appropriate for this JOC, the City will request the contractor prepare a scope of work, cost proposal, and project schedule. If acceptable, the City will issue an individual job order agreement and direct the contractor to proceed with the work. The City anticipates that awarded contractors will be issued work, the contractor is neither guaranteed a minimum amount of work nor jobs. The City reserves the right to issue job order contracting agreements based on the ability of the contractor to meet the City's work schedule, the availability of trades and expertise in relation to each project.

1.2 Scope of Work

The City operates multiple facilities including Prescott Regional Airport, City Hall, Parks and Recreation Centers, Prescott Rodeo Grounds, 2 Wastewater Treatment Plants, 7 Water Wells, over one hundred Water and Wastewater Pump Stations, Police Stations, multiple Fire Stations, Public Works and Engineering Facility, and Library.

The Scope of work will include work tasks as requested and described below relating to a variety of citywide construction projects. These projects will include any or all of the following: earthwork and landscaping, structural, electrical, mechanical, plumbing, HVAC, drywall, painting, and any other related general contracting functions.

The following activities may be included in individual projects. If the contractor does not have direct expertise in some of these areas, they must demonstrate the knowledge needed to act as the general contractor utilizing specialty subcontractors for specific work elements.

Work Activities (including but not limited to):

- a. Permit Management: The attainment of permits from any and all jurisdictions which the project may require, including but not limited to the City of Prescott and Yavapai County.
- b. Construction: The physical construction of the work, through competitive subcontractor selection/bidding and/or self-performance as dictated by the unique needs of each individual project.
- c. Cost Proposals: Upon the request of the owner, project cost proposals may be submitted either as a lump sum or as a Guaranteed Maximum Price (GMP). GMP cost proposals shall be "open book" with full transparency provided to the Owner and any project allowance savings will be returned to the Owner at the end of the project.
- d. Federal Compliance: Where federal monies are utilized, the scope shall include prevailing wage compliance as per the Davis Bacon Act and

submission of weekly certified payroll. The City of will notify the contractor if federal grants are utilized.

- e. Project Close-Out: The preparation, maintenance, or modification of the Owner's project close-out documentation including, but not limited to: RLS certified survey as-built, CAD updates to as-built documents, operations and maintenance manuals, warranty manuals, turnover of certified payroll documentation (federal projects only), City, County, State, or Federal agency special close-out requirements, and maintenance personnel training (if applicable). Preparation of construction estimates. City staff may desire to use the contractor during capital project planning or design stages to perform construction estimates.

1.3 Contractor License

Contractor shall be a licensed contractor through the Arizona Registrar of Contractors and have the proper classification to perform the work specified in this contract.

1.4 Guarantee

The Contractor shall guarantee all work and operation of materials provided for one year after completion of the work and each offer shall provide a one-year warranty/guarantee against defects in materials, faulty workmanship and/or performance for all items required of the specifications. Contractor further warrants that all services provided under any job order agreement resultant of this Contract shall conform to the specifications of this Contract and any resulting job order agreement.

1.5 Ordering Work

Contractor shall provide the City with a written cost proposal for each project.

Proposals shall be itemized per the job pricing matrix and the job order cost proposal. Estimates are binding on the Contractor. However, conditions which will alter the original estimate may be brought to the attention of the City's Project Manager ("Project Manager") for approval. Such notification will occur quickly enough so as not to delay any project underway.

Contractor shall proceed with work only upon obtaining an off-site/ROW permit from the Engineering Department and the receipt of a purchase order. The City will waive any City permit fees.

1.6 Scope of Work Meeting

Prior to the commencement of any work on a project, a scope meeting will be held. Minimum attendance of the Contractor's staff shall include a responsible company official and the job superintendent. The agenda will include:

- a. Critical elements of the work schedule.
- b. The traffic control plans in writing.
- c. Coordination with the involved utility firms.

- d. Emergency telephone numbers for all representatives involved in the course of construction.
- e. Names and telephone numbers for all subcontractors proposed for use on the project

1.7 Contractor's Construction Schedule

The Contractor shall prepare and submit for approval a construction schedule outlining the proposed sequence of operations. The schedule shall conform to specific limitations of operations specified herein and to the approved traffic control plan, if needed.

1.8 Change in the Work

The Director may at any time, as the need arises, order changes within the scope of work of any job order agreement without invalidating the agreement. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written change order.

The Director also may, at any time, by issuing a written field order, make changes in the details of the work for any job order agreement. The Contractor shall proceed with the performance of any changes in the work so ordered unless the Contractor believes that such written field order entitles him/her to a change in Contract price or time, or both, in which event Contractor shall give the City written notice thereof within three days after the receipt of the field ordered change, and the Contractor shall not execute such changes pending the receipt of an executed change order or further written instruction from the City.

1.9 Layout, Field Measurements, and Inspection of Surfaces

Contractor shall be solely responsible for the accuracy of measurements and laying out their own work and shall make good any errors due to faulty measurements taken, information obtained, layout, or failure to report discrepancies. The City will assist the Contractor in establishing preliminary working lines and benchmarks.

The Contractor shall notify the Project Manager in writing of any defects noted in such surfaces that are to receive their work. The Project Manager will direct such surfaces to be remedied.

1.10 Inspection

City Inspectors ("Inspectors") will monitor the work site(s) to report as to the progress of the work, the manner in which it is being performed, and report whenever it appears that material furnished, or work performed by the Contractor fails to fulfill the requirements of the job order agreement. The Inspectors may direct the attention of the Contractor to such failures or infringement.

In a case of a dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the Director or designee. Inspectors are not authorized to revoke, alter,

enlarge, relax, or release any requirements of the specifications. Inspector shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

Inspection or supervision by the Director or designee shall not be considered as direct control of the individual worker and/or their work. The direct control shall be solely the responsibility of the Contractor.

1.11 Quality Assurance

The Contractor/Vendor is responsible for all laboratory tests and certifications to assure that the material is in conformance to the requirements set forth in this advertisement. Representative samples of the cover material, taken under the direct supervision of the Engineer, laboratory test results and certificates of compliance shall all be submitted to the Engineer. The Engineer may reject delivered base material if, in his opinion, the delivered material differs significantly from the representative sample.

1.12 Protection of Finished or Partial Finished Work

The Contractor shall properly guard and protect all finished or partially finished work and shall be responsible for the same until the entire contract is completed and accepted by the City. Partial payment on work so completed shall not release the Contractor from such responsibility, but they shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

1.13 Stockpile of Materials

The Contractor may, if approved by the Project Manager, place 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.

1.14 Supervision by Contractor

The Contractor shall supervise and direct the work and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall employ and maintain at the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The representative shall have full authority to act on behalf of the Contractor and all communications given to the representative shall be as binding as if given to the Contractor. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

1.15 Standard Specifications and Details

Except as otherwise noted, const allocations of this project and all work done under this Contract shall be in accordance with these specifications and all applicable Uniform Standard Specifications For Construction sponsored and distributed by Maricopa Association of Governments (MAG), MAG Standard Details, the City supplements to MAG Standard Details, including the latest approved revisions thereto in force at the time of bid advertisement, which shall be referred to hereinafter as the "Standard Specifications." In all cases where accepted standards (American Water Works

Association (AWWA), American National Standards Institute (ANSI), American Association of State Highway and Transportation Officials (AASHTO), Arizona Department of Transportation (ADOT), American Society for Testing and Materials (ASTM), MAG, etc., are referred to in the "Standard Specifications," the latest revisions as of bid advertisement shall prevail.

1.16 Dumping and Disposal of Waste

The Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the Contractor, unless otherwise directed by the Director.

1.17 Clean Up

Clean up shall include the removal of all excess materials in conjunction with the project accumulated on any driveways, curbs, landscaping, or any other surface. No special payment will be made for this item.

The Contractor shall, upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site of the work and public right-of-way in a neat and clean condition. No special payment will be made for this item.

1.18 Dust Prevention

The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project to the satisfaction of the Director and in accordance with the requirements of the Yavapai County Health Department Air Pollution Control and Environmental Protection Agency (EPA) regulations. Contractor will work under the City's Dust Control permit.

1.19 Miscellaneous Removal and Relocations

Miscellaneous removals and relocations shall be construed to mean the removal of all unsuitable materials whether designated or allied by the plans and specifications and shall include but not be limited to the removal of such items as pipes, concrete, asphalt, block, brick, rock, metal, etc. of every nature and description, unless such items are specifically designated in a separate line item. Certain items require temporary removal and reinstallation such as mailbox stands, signposts, survey monument frames and covers, etc., and are included in this category.

1.20 Traffic Control

Most projects will be small enough where major traffic control will not be required. Quotes will be requested for each project. If the need for major traffic control arises for a certain project the cost for traffic control can be added as a separate line item. Any revisions shall be submitted to Public Works for review and approval.

All traffic shall be regulated in accordance with MAG Specifications and the Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall have the full responsibility and liability for traffic control under each job order agreement. The Contractor shall submit a Traffic Control Plan to the Public Works Department for approval prior to beginning any work under any job order agreement. It shall be noted that Traffic under this Contract shall include all motor vehicles, bicyclists, and pedestrians.

The Contractor shall notify all adjacent or affected residents or businesses at least 48 hours in advance of any street, alley, sidewalk, and driveway closures and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.

Access shall be maintained to adjacent businesses at all times during construction. Where property has more than one point of access, no more than one access shall be restricted or closed at any one time. Access to adjacent private driveways shall be maintained during all non-working hours.

No measurement will be made for traffic control. No payment will be made for traffic control the cost thereof shall be included in the price bid submitted for the construction or installation of the items to which such traffic control is incidental or appurtenant.

1.21 Survey Control Points

Existing survey monuments shall be protected by the Contractor or removed and replaced under the direct supervision of the City Department Prior to construction, it is the responsibility of the Contractor to notify the City of any survey monuments which need to be referenced off. Any monuments which are lost and have not been referenced off due to the Contractor's negligence and lack of notification to the City shall be replaced at the Contractor's expense. Lot corners shall not be disturbed without knowledge and consent of the property owner and only after such corner has been properly referenced for replacement.

1.22 Protection of Existing Facilities

The Contractor shall protect all existing facilities during construction. Utility poles that may be affected by the construction activities shall be protected and/or braced by the Contractor. The Contractor shall notify the appropriate Utility Company or agency of any construction that may affect their facilities and state the course of action, which will be taken to protect same.

1.23 Testing of Materials

Most projects will be small enough where testing is not required. All tests shall be done according to the City and results certified by an independent laboratory approved by the City. All material testing should be included in the project price.

1.24 Cooperation with Utilities

The Contractor shall comply with the requirements of the A.R.S 40-360.21 through 40-360.43 in notification to the interested utility owners prior to the start of construction and shall ascertain the approximate locations of the various underground utilities shown on the plans, and as may be brought to their attention. The exact location of these underground utilities shall be determined by excavations made by the Contractor prior to any trenching operations. When the Contractor's operations result in damage to any

utility, the location of which has been brought to their attention, they shall assume full responsibility for such damage.

- a. The Contractor shall contact the City's Public Works Department for blue staking of all traffic signals, when required.
- b. The Contractor shall assume full responsibility for all damage to all utilities, the locations of which have been made known to them due to their operations, and shall repair the damaged utilities as required herein, at their own expense.
- c. It is the Contractor's sole responsibility to coordinate with the utility companies to have any conflicts between existing utilities and the new construction project resolved. The City will not be held responsible for any delay claims due to such conflicts.
- d. Any waterlines or fire hydrants damaged during construction shall be replaced at the Contractor's expense as per the requirements of the MAG Standard Specifications.
- e. No water valve, sewer manhole or clean out shall be left damaged or inaccessible for more than seven working days. If deficiencies are not corrected within the prescribed time period, the necessary repairs will be affected by the City at the Contractor's expense.

1.25 Required Permits

Contractor will be responsible for any required permits either City or any other agency.

1.26 Independent Contractor

1.26.1 General

- a. The Contractor acknowledges that all services provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City.
- b. Both parties agree that this Contract is nonexclusive, and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing their profession elsewhere.

1.26.2 Other Benefits

The Contractor is an independent contractor; therefore, the City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits

shall be the sole responsibility of Contractor.

1.27 Inspections

All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be remedied immediately by the Contractor.

1.28 Project Completion

Project Completion is full completion of all construction associated with a job order agreement, including, but not limited to, punch list items, close out documentation, Operation & Maintenance manuals, warranties, and record drawings as certified by the Architect or Engineer of record.

1.29 Award

This contract will be awarded to the responsible bidder(s) whose bid conforms to the invitation and whose bid is the most advantageous to the City concerning price, conformity to the specifications and other factors. The City may, at its discretion, award multiple contracts if determined to be in the best interest of the City. The Prescott City Council reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of the City of Prescott. Past performance on City projects or other public projects will be evaluated in awarding contracts, and the City may decide to award to a contractor who is not the low bidder. Each bidder must include delivery and a corresponding delivery charge on Form B (Price Sheet) for each material type that the bidder offers. The primary delivery location for the material will be to the City facilities located along Sundog Ranch Road; however, occasional deliveries will be required to specific job sites within the Prescott City limits. The delivery location for slurry and concrete will always be to specific job sites within the Prescott City limits.

2.0 Solicitation Process Requirements

2.1 Communications with the City and Request for Information

All communications regarding this solicitation must be directed in writing to the Department. Unless authorized by the Director, no other City official or employee is empowered to speak for the City with respect to this solicitation. Bidders are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Bidders are cautioned against contacting any City official or employee other than the City Contact for this solicitation. Failure to observe this requirement may be grounds for rejection of Bidder's bid.

The City's buyer for this solicitation is:
 Tim Legler, Deputy Recreation Services Director
 Recreation Services
 E-mail: tim.legler@prescott-az.gov

Requests for information must be received by the Project Manager by **5:00 PM on Thursday**,

September 1, 2022. Responses or addenda will be issued **no later than 05:00 PM on Friday, September 2, 2022.** It is the prospective proposer's full responsibility to check the City's website at <http://www.prescott-az.gov/business/bids/> for Addenda related to this procurement. Signed copy of all addenda must be submitted with the proposal package.

2.2 Schedule

2.2.1 Solicitation Advertisement

August 21, 2022

2.2.2 Bid Opening [one (1) original, not bound or stapled]

Thursday, September 8, 2022, at 2:00pm
City of Prescott City Clerk's Office
Council Chambers
201 South Cortez Street
Prescott, AZ 86303

2.3 Addenda

Changes to this solicitation will be made only by addenda issued by the CITY'S Contact. It is the bidder's responsibility to check for any addenda prior to submitting a bid. All addenda issued by the City shall become a part of the specifications of this solicitation and will be made part of the resulting agreement.

2.4 Proprietary Material

A Bidder shall clearly mark any proprietary information contained in its bid with the words "proprietary information." Bidder shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a bid as proprietary may result in rejection of the bid. Bidders should be aware that the City is required by law to make its records available for public inspection. The Bidder, by submission of materials marked proprietary, acknowledges, and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose these materials.

2.5 Multiple Bids

A Bidder may submit multiple bids for any solicitation however, each bid must be submitted separately (in its own complete package) from the others.

2.6 Delivery of Bids

Sealed bids one (1) original must be received at the City Clerk's office no later than the date and time listed in Section 2.2. The bids will be opened and read publicly in the Conference Room at that time.

If the bid is delivered by the U.S. Postal Service, the bid should be addressed to:

Job Order Contracting Services for Citywide Construction
C/O the City Clerk's Office
201 South Cortez Street
Prescott, AZ 86303

Bidder shall enclose one (1) original bid, not stapled, or bound, in a sealed envelope. The envelope should identify the Bidder's name, mailing address, Title, and the time and date of opening. The City shall not consider late bids, telegraphic (fax) or telephone bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of bids. Bids received after the deadline will be returned unopened. A Bidder may submit multiple bids for any solicitation however, each bid must be submitted separately (in its own complete package) from the others.

2.7 Cost of Bids

The City shall not be liable for any costs incurred by Bidder in the preparation and submittal of a bid(s) in response to the solicitation or in the participation of any part of the procurement process.

2.8 Errors in Bids

Bidder is responsible for all errors or omission in their bids, and any such errors or omission will not serve to diminish their obligations to the City.

2.9 Withdrawal of Bids

A bid may be withdrawn by written request of the Bidder prior to the bid due date and time listed in Section 2.2. No bid may be withdrawn for a period of 60 calendar days after the bid due date and time.

2.10 Changes in Bids

Prior to the bid due date and time listed in Section 2.2, a Bidder may make changes to its bid provided the change is initialed and dated by the Bidder. Corrections and/or modifications received after the closing time specified will not be accepted.

2.11 Rejection of Bids

The City reserves the right to reject any and all bids and to waive any immaterial defects and irregularities in bids.

2.12 Disposition of Bids

All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.

2.13 Incorporation of Solicitation and Response in Agreement

This solicitation, including all attachments and addenda, and all promises, warranties, commitments, and representations in the successful bid shall be binding and shall become obligations of the agreement.

2.14 Protests

Any protest of a notice that a bid is non-responsive must be filed by 5:00 p.m. on the third business day after such notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and is filed with the City Clerk's Office, 201 S Cortez Street, Prescott, AZ 86303. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of

this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Bidder(s). The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other bidder.

2.15 Bid Submittal

Bid one (1) original (not stapled or bound) must be sealed and the envelope must clearly indicate the information as described in Section 2.9. Bidder must fully complete and submit the following documents:

- 2.4.1 Bid Form A - Bidder Response
- 2.4.2 Bid Form B – Job Pricing Matrix
- 2.4.3 Bid Form C - Bid Certification
- 2.4.4 Bid Form D - Non-Collusion Certificate
- 2.4.5 Bid Form E – Certificate of Ownership
- 2.4.6 Bid Form F – Bidder Qualifications, Representations and Warranties
- 2.4.7 Bid Form G – Subcontractor's List

3.0 General Contract Terms and Conditions

3.1 Entire Agreement

This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. The City's NIB/RFB, all addenda to the NIB/RFB, and the Contractor's response to the NIB/RFB are explicitly included in this contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City's NIB/RFB; the City's NIB/RFB; and the Contractor's response to the NIB/RFB.

3.2 Term

The initial term of the contract shall be for a period of two (2) years. The contract may be extended for additional one (1) year period up to a total of three (3) additional years, with the mutual consent of the City of Prescott and Contractor. The contract shall commence when the contract is fully executed. Extensions allowed for in this paragraph 3.2 may be done administratively, without additional City council action. Extensions shall be memorialized in writing, agreed to and signed by both parties in an amendment.

3.3 Title

Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until City receives items at the delivery point.

3.4 Schedule

The Contractor shall deliver the items or render the services as stated in the Contract. At the City's option, the Contractor's failure to timely deliver or perform may require

expedited shipping at the Contractor's expense or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City of such difficulty and the length of the anticipated delay.

3.5 Invoicing

All invoices shall be emailed to the project manager and reviewed for accuracy prior to submission and payments.

3.6 Payment

Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice.

3.7 Unlawful Overcharges

The Contractor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.

3.8 Price Warranty

The Contractor warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Contractor warrants that price shown on this Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.

3.9 Warranties

The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

3.10 Equal Employment Opportunity

During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.

3.11 Discrimination in Contracting

The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction, and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the

basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

3.12 Record-Keeping

The Contractor shall maintain, for at least 12 months after expiration or earlier termination of the term of this Contract, relevant records, and information necessary to document the Contractor's utilization of other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the Contractor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.

3.13 Publicity

The Contractor shall not advertise or publish the fact that the City has contracted to purchase items from the Contractor without the City's prior written approval.

3.14 Proprietary and Confidential Information

The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings, or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges, and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.

3.15 Indemnification of City against Liability

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City of Prescott, its employees, officers, agents, representatives, directors, and officials from and against all claims, damages, losses, expenses (including but not limited to attorney fees, court costs, and costs 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 employees, agents or any tier of subcontractors in the performance of this Contract; Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to or impairment, whether or not recovered under Workmen's Compensation law, destruction or property including loss of use resulting there from, or arising out of the failure of the Contractor or those acting under Contractor to conform to any statutes, ordinance, regulation, law or court decree. It is the intent and agreed to by the parties to this contract that the City of Prescott shall, in all instances, be indemnified against all liability, losses and damages of any nature whatever resulting from injuries to or death of persons or damages to or destruction of

property belonging to any person arising out of or in any way connected with the performance of this contract, whether the liability, loss or damage is caused by, or alleged to be caused in whole or in part by the negligence or fault of the Contractor or of its officers, agents or employees, or subcontractors.

3.16 Compliance with Law

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States, the State of Arizona, Yavapai County; the Prescott City Charter, the Prescott Municipal Code, and ordinances of The City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers, as may be applicable.

3.17 Licenses and Similar Authorizations

The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

3.18 Taxes

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment, and improvements; and taxes on the Contractor's interest in this Contract.

3.19 Tax ID Number

Bidder must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Bid Section. A City of Prescott Sales Tax Number, if applicable, must also be supplied.

3.20 Americans with Disabilities Act

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. If the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

3.21 Adjustments

At any time, the City may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

3.22 Amendments

Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties.

3.23 Price Adjustment

If the Contractor wishes to increase its prices for a contract extension, the contractor shall provide written notice to the City not less than sixty (60) days prior to the expiration of the original term of the contract (or any extension hereof). The City will consider a fully documented request for price increases. The requested increase shall be based upon a cost increase to Contractor that is directly correlated to the price of the product concerned. City shall determine whether the requested price increase or an alternate option, is in the best interest of City. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.

3.24 Acceptance by City

City reserves the right to accept or reject the request for a price increase. If City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.

3.25 Price Reduction

Contractor shall offer City a price reduction for its products concurrent with a published price reduction made to other customers.

3.26 Estimated Quantities

Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by City. City reserves the right to increase or decrease the quantities required. The City does not guarantee and maximum or minimum amounts of purchase.

3.27 Assignment

Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.

3.28 Binding Effect

The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

3.29 Waiver

The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

3.30 Applicable Law

This Contract shall be construed under the laws of the State of Arizona. The venue for any action relating to this Contract shall be in the Superior Court for Yavapai County, State of Arizona.

3.31 Remedies Cumulative

Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

3.32 Severability

Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

3.33 Gratuities

The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Contract upon one (1) calendar days' notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.

3.34 Termination**3.34.1 For Cause**

Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other within thirty calendar days after notice of breach has been provided to such other party.

3.34.2 For Reasons Beyond Reasonable Control of a Party

Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

3.34.3 For Public Convenience

The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City.

3.34.4 Notice

Notice of termination for convenience shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

3.35 Major Emergencies or Disasters

The following provision shall be in effect only during major emergencies or disasters. The City is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the City is contracting with the Contractor under the following terms and conditions: Contractor shall provide to the City, upon the City's

request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Contractor, the Contractor shall make such delivery as soon as practicable. If the Contractor is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Contractor shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Contractor has obtained prior approval from the City for such substitution. The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

3.36 Contractor Immigration Warranty

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with 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. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any 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.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.0 Standard Bid Information

4.1 Default by Bidder

In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Director.

4.2 Litigation

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or any other state or federal statute.

4.3 Cooperative Use of Contract

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

4.4 Brand Names

Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.

5.0 Instructions for Submittal Forms

5.1 Form A – Solicitation Response Cover Sheet

Bidder shall complete, sign, and submit Form A as the first page of the bid package.

5.2 Form B – Job Pricing Matrix

Bidder shall certify that its bid will be valid for 90 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.

5.3 Form C – Bid Certification

Bidder shall complete, sign, and submit Form C.

5.4 Form D – Non-Collusion Certificate

Bidder shall complete, sign, and submit Form D.

5.5 Form E – Certificate of Ownership

Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.

5.6 Form F – Bidder Qualifications, Representations and Warranties

5.6.1

The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to perform the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

5.6.2

Bidder shall provide two (2) references, a sub-contractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign and submit Form F.

5.7 Form G – Subcontractors List

Bidder shall complete and submit Form G completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations that they may utilize for projects as subcontractors.

Construction Contract



Job Order Contracting Services for Citywide Construction

Contract No. 2023-070

THIS AGREEMENT made and entered into this 11th day of October 2022, by and between Kinney Construction Services, Inc. of the city of Flagstaff, county of Coconino, state of Arizona, hereinafter designated "Contractor", and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "City".

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Job Order Contracting Services for Citywide Construction and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Notice Inviting Bids, Project Plans and Specifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, Addenda, Contractor Bid Proposal as accepted by the Mayor and Council per Council Minutes of October 11, 2022, Proposal Guarantee, Performance Bond, Payment Bond, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The initial term of the contract shall be for a period of two (2) years. The contract may be extended for additional one (1) year period up to a total of three (3) additional years, with the mutual consent of the City of Prescott and Contractor. The contract shall commence when the contract is fully executed.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract Documents, and approved quotes, for the full and satisfactory completion of all work as set forth in the Project Plans, Specifications and Contract Documents. Retention shall be in accordance with A.R.S. § 34-221, if applicable.

ARTICLE V - CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum according to the table in MAG 108-1 in section 108.9, per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum according to the table in MAG 108-1 in section 108.9 per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees, or any of the Contractor's subcontractors. In the event that the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XIII – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the

Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIV – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XV - MISCELLANEOUS:

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Public Works Director
City of Prescott
433 N. Virginia Street
Prescott, Arizona 86301

Kinney Construction Services, Inc.
121 E Birch Avenue, Suite 500
Flagstaff AZ 86001
mt@kinneyconstruction.net

- E. This Agreement shall be construed under the laws of the State of Arizona.
- F. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become

part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

- G. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- H. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- I. Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.
- J. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".
- K. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- L. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.

ATTEST:

Lynn D. Martin
Witness, if Contractor is an Individual

[Signature]
Kinney Construction Services, Inc.
(Authorized Signature)

By: MICHAEL THOMAS
(Printed Name)

Title: PRESIDENT

Email: HT@KINNEYCONSTRUCTION.NET

City of Prescott, a municipal corporation:

[Signature]
Philip R. Goode, Mayor

ATTEST:

[Signature]
Sarah M. Siep, City Clerk

APPROVED AS TO FORM:

[Signature]
Joseph D. Young, City Attorney
MATTHEW PODRACKY, FOR

Form A – Solicitation Response Cover Sheet**Job Order Contracting Services for Citywide Construction**

Please note all that apply:

- ☒ Job Pricing Matrix
- ☒ Addenda Number(s) Received (if any)
- ☒ Original Forms A through G

Business Name: Kinney Construction Services, Inc.Business Address: 121 E. Birch Avenue, Suite 500Flagstaff, AZ 86001Business Phone: (928) 779-2820Business Contact: Mike ThomasContact Email: mt@kinneyconstruction.netContractor Comments: KCS has no comments.

Form B – Job Pricing Matrix



Job Order Contracting Services for Citywide Construction

Company Name: Kinney Construction Services, Inc.

JOC MATRIX	\$1.00 - \$50,00.00	\$50,001.00 - \$100,000.00	\$100,001.00 - \$300,000.00	OVER \$300,001.00
INDIRECT COSTS				
General Contractor Overhead	5%	5%	5%	5%
General Contractor Profit	10%	10%	8%	8%
Subcontractor	Included above	Included above	Included above	Included above
Bonds	2%	2%	2%	2%
Insurance	1.5%	1.5%	1.5%	1.5%
AZ/County/City Tax	5.92%	5.92%	5.92%	5.92%
Total Indirect Costs %	24.42%	24.42%	22.42%	22.42%

	9-8-22
_____ Signature of Company Official	_____ Date Signed
_____ President	_____ mt@kinneyconstruction.net
_____ Title	_____ Email Address
_____ Kinney Construction Services, Inc.	_____ (928) 779-2820
_____ Company Name	_____ Phone Number
_____ 121 E. Birch Avenue, Suite 500	
_____ Address	
_____ Flagstaff, AZ	_____ 86001
_____ City / State	_____ Zip Code

Form C – Bid Certification**Job Order Contracting Services for Citywide Construction**

Company Name: Kinney Construction Services, Inc.

The undersigned Bidder hereby certifies as follows:

- C1 That he/she has read The City of Prescott's solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Date Issued
<u>#1</u>	<u>8/26/2022</u>

- C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

- C3 That the Bidder's bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Job Pricing Matrix
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties
7. Form G – Subcontractor's List

- C4 That the Bidder's bid is valid for 90 days.

Dated this 8th day of September 2022.


 Signature
MICHAEL THOMAS
 Written Name

(928) 779-2820
 Phone Number
mt@kinneyconstruction.net
 Email Address

Form D – Non-Collusion Certificate**Job Order Contracting Services for Citywide Construction**Company Name: Kinney Construction Services, Inc.

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this 8th day of September 2022.

Signature

(928) 779-2820

Phone Number

Written Name

MICHAEL THOMASmt@kinneyconstruction.net

Email Address

Form E – Certificate of Ownership**Job Order Contracting Services for Citywide Construction**

Company Name: Kinney Construction Services, Inc.

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this 8th day of September 2022.


Signature

(928) 779-2820
Phone Number

MICHAEL THOMAS
Written Name

mt@kinneyconstruction.net
Email Address

Form F – Bidder Qualifications, Representations and Warranties**Job Order Contracting Services for Citywide Construction**

Company Name: Kinney Construction Services, Inc.

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors – Bidder submits as Attachment 4 to this Bid Form A, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm's name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: Coconino County

Address: 2446 Ft Tuthill Lp.
Flagstaff, AZ 86005

Contact Person: Jeff Stein

Phone Number: O: (928) 679-8807 C: (928) 853-4391

Reference #2

Firm Name: Northern Arizona University
 Address: S San Francisco St.
Flagstaff, AZ 86011
 Contact Person: Josh Spear
 Phone Number: C: (928) 853-1617 O: (928) 523-6404

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

- F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this 8th day of September 2022.


 Signature

(928) 779-2820
 Phone Number

MICHAEL THOMAS
 Written Name

mt@kinneyconstruction.net
 Email Address

Form G – Subcontractors List



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: All West Fire Protection Address: 2957 AZ-89 Suite B, Prescott, AZ 86301 Phone #: (928) 776-7861 License #: 252546	Fire Protection
Name: Arizona Woodworks Address: 1050 Spire Dr Suite C, Prescott, AZ 86305 Phone #: (928) 925-3377 License #: 214075	Millwork
Name: Bennett Glass Address: 722 E Sheldon St, Prescott, AZ 86301 Phone #: (928) 445-1180 License #: 304638	Glass
Name: Century Painting Address: 697 N. 6th Street #304 Prescott, AZ 86301 Phone #: (928) 778-2374 License #: 200829	Painting

**Use additional form(s) if needed*

Form G – Subcontractors List



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: Chartier Drywall Address: 655 Brannen Ave, Prescott, AZ 86301 Phone #: (928) 778-1191 License #: 162121	Drywall
Name: Commercial Glass Company Address: 8732 E Valley Road, Prescott Valley, AZ Phone #: (928) 925-7992 License #: 246476	Glass
Name: Delta Diversified Address: 2606 Centerforce Dr. Suite B, Prescott Airpark Prescott, Arizona 86301 Phone #: (928) 708-0066 License #: 033589	Electrical
Name: European Techniques Address: 6690 Intercal Way, Prescott, AZ 86301 Phone #: (928) 776-9957 License #: 251846	Millwork

**Use additional form(s) if needed*

Form G – Subcontractors List



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: Finishing Touch Painting Address: 10430 N Dozer Dr, Prescott Valley, AZ 86315 Phone #: (928) 800-1158 License #: 325762	Painting
Name: Franklin Plumbing Services Inc Address: 690 6th St, Prescott, AZ 86301 Phone #: (928) 445-1045 License #: 103226	Plumbing
Name: J & J Painting Address: 2530 W Copper Basin Rd, Prescott, AZ 86303 Phone #: (928) 778-1575 License #: 185414	Painting
Name: J.CO Contracting Address: 713 5th St, Prescott, AZ 86301 Phone #: (928) 277-4617 License #: 239181	Concrete

**Use additional form(s) if needed*

Form G – Subcontractors List

Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: Kris Coay Masonry & Stone Address: 375 Venus Dr Prescott, AZ 86301 Phone #: (928) 778-4934 License #: 177141	Masonry
Name: Listol Painting Address: 196 Sheffield Dr, Prescott, AZ 86303 Phone #: (928) 899-6252 License #: 201724	Painting
Name: M C K Woodworks LLC Address: 725 6th St, Prescott, AZ 86301 Phone #: (928) 445-0177 License #: 170801	Millwork
Name: Mile Hi Masonry Address: 4525 W Stazenski Rd, Prescott, AZ 86305 Phone #: (928) 443-5512 License #: 114136	Masonry

**Use additional form(s) if needed*

Form G – Subcontractors List



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: Northern Arizona Heating and Air LLC Address: 5860 Sherril Dr, Prescott Valley, AZ 86314 Phone #:(928) 772-7751 License #:217728	HVAC
Name: Paul Johnson Drywall Address: 1620 Willow Creek Rd, Prescott, AZ 86301 Phone #:(928) 771-9468 License #:176652	Drywall
Name: Prescott Flooring Brokers LLC Address: 401 W Goodwin St, Prescott, AZ 86303 Phone #:(928) 445-2544 License #:192753	Flooring
Name: Prescott Glass & Mirror Address: 208 E Sheldon St, Prescott, AZ 86301 Phone #:(928) 445-4061 License #:082391	Glass

**Use additional form(s) if needed*

Form G – Subcontractors List

Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: Prescott Plumbing Address: 2488 Blueridge Cir, Prescott, AZ 86301 Phone #: (928) 308-7504 License #: 239872	Plumbing
Name: Prescott Valley Heating & Cooling LLC Address: 6720 Corsair Ave #6, Prescott, AZ 86301 Phone #: (928) 458-8177 License #: 316193	HVAC
Name: Prescott Window and Door Address: 6640 Intercal Way C, Prescott, AZ 86301 Phone #: (928) 772-0438 License #: 299139	Doors
Name: Pronghorn Painting LLC Address: 5237 N Pinto Dr, Prescott Valley, AZ 86314 Phone #: (928) 315-9478 License #: 325323	Painting

**Use additional form(s) if needed*

Form G – Subcontractors List

Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: Vicente Landscaping Address: 2600 Stearman Rd, Prescott, AZ 86301 Phone #: (928) 636-1601 License #: 200432	Landscaping
Name: Western Sealants Address: 419 N Mount Vernon Ave. Prescott, AZ 8630 Phone #: (928) 778-3112 License #: 147713	Caulking
Name: Wolf Insulation Address: 214 Rincon Dr, Clarkdale, AZ 86324 Phone #: (928) 634-7223 License #: 048230	Insulation
Name: Zink Door & Trim Address: 485 Locust Ct, Prescott, AZ 86301 Phone #: (928) 717-0865 License #: 207807	Doors

**Use additional form(s) if needed*



Public Works Department

433 N. Virginia Street
 Prescott, Arizona 86301
 (928) 777-1130

ADDENDUM NUMBER ONE

FOR THE

Job Order Contracting Services for Citywide Construction

DATE OF ADDENDUM: August 26, 2022

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

The following addendum shall be made part of the Project Specifications and Contract Documents. All other provisions of the Contract Documents remain unchanged. The Bidder shall acknowledge receipt of this Addendum on page 32 of the Bid Proposal form, in addition to signing below and returning this form with the bid package. The contents of this Addendum shall be given full consideration in the preparation of the Bid.

Remove and replace Form C Bid Certification

Correct C3 to show 2. Form B- Job Pricing Matrix.

Correction to Page 3 Contents Form B

Correct from Price Sheet to be Job Pricing Matrix.

Add to the RSOQ 2.16 Evaluation Criteria

2.16 Evaluation Criteria

The SOQ shall clearly and accurately display the capability, knowledge, and experience of the firm to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The SOQs will be evaluated by a Review Committee appointed by the City according to the following criteria with equal values in each category:

- a. General Information
- b. Experience and Qualifications
- c. Value Added Knowledge and Experience – the company must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.
- d. Job Pricing Matrix

- END -

City of Prescott

Tim Legler
Tim Legler, Deputy Recreation Services Director

8/26/2022
Date

Acknowledgement: (must be signed and turned in with the bid documents)

Kinney Construction Services, Inc.
Company Name


Signature of Company Official

9/8/2022
Date



Building Construction
Civil Construction
Renewable Energy

September 8th, 2022

Mr. Tim Legler
Deputy Recreation Services Director
City of Prescott City Clerk's Office
Council Chambers
201 South Cortez Street
Prescott, AZ 86303

RE: City of Prescott – Statement of Qualifications for Job Order Contracting Services for Citywide Construction

Dear Mr. Legler and Members of the Selection Committee:

Kinney Construction Services, Inc. (KCS) is pleased to express our interest in providing Job Order Contracting (JOC) Services to the City of Prescott for Citywide Construction projects. To ensure the City receives the best service and JOC Program outcome, it is important to select a firm that offers a proven track record of success with JOC Program/project management, one that is highly accessible, efficient, and committed to the City of Prescott, and expertly knowledgeable in northern Arizona construction—KCS offers all of this and more. Please consider KCS's distinguishing qualifications:

KCS Offers a Proven Track Record of Success with JOC Program and Project Management

With over 75 JOC projects completed for 11 public entities throughout northern Arizona over the past 10 years, KCS possesses a demonstrated expertise with JOC Programs. KCS has provided JOC Contractor services for the Arizona Department of Administration, City of Flagstaff, Coconino County, City of Cottonwood, City of Kingman, Town of Camp Verde, Flagstaff Unified School District, Northern Arizona University, Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA), and Yavapai College, among others.

KCS will leverage this experience to maximize the value of your JOC Program. We will make procurement easier, help define scope(s) of work, use cost-effective solutions with an open-book approach, self-perform scopes of work when beneficial to the City, respond immediately, and deliver projects of the highest quality.

KCS's JOC Management Structure and Systems Create Efficiency and Add Value

In the past three years, 80% of all KCS projects have been valued at or under \$1M. KCS has the right systems in place to efficiently manage multiple, smaller projects simultaneously and successfully, regardless of if the project is a new construction, tenant improvement/renovation, civil project, or other. Additionally, our ability to self-perform civil scopes means that KCS can and will offer you a streamlined level of customized service our competitors cannot match.

KCS is Expertly Knowledgeable in Northern Arizona Construction

With strong local roots and substantial experience working in Prescott and the neighboring communities, KCS is adept at working in the unique conditions specific to Yavapai County. Importantly, KCS works with local subcontractors on 100% of our projects. **With KCS as your JOC Contractor, you can rest assured knowing that we are accessible, flexible, and available at a moment's notice.** Together, our local subcontractors and in-house team members are highly qualified, responsive, and familiar with local conditions. This extends to working directly with the City of Prescott and understanding your department structures, personnel, and building policies and procedures to include your design review, permitting, and inspection processes. With KCS, our experience with JOC Programs and our familiarity with the northern Arizona construction market means that we can acquire knowledge of your preferred JOC structures and processes at an accelerated rate, allowing us to immediately focus on making your JOC Program and each executed JOC project a success.

We look forward to the opportunity to serve the City of Prescott by providing exceptional JOC services. We appreciate the opportunity to submit our qualifications for this project and ask that you select KCS to execute your Citywide Construction projects that are part of this JOC Program. Our gratitude will be evident in the quality of service we will deliver to you. Thank you for your consideration.

Sincerely,

Mike Thomas
President



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A General Information

Northern Arizona's Premier Construction Services Firm

Kinney Construction Services, Inc. (KCS) is northern Arizona's premier construction services firm founded and headquartered in Flagstaff, Arizona. With a talented team of 90 members and growing, KCS specializes in commercial building construction and renovation, civil construction, and renewable energy projects.

KCS Building Division

With expertise in new building construction, building renovations, and tenant improvements, KCS provides comprehensive construction services to public and private sector customers. KCS utilizes a collaborative, teaming approach for all projects. KCS's National Award Winning Estimating Department has the experience and resources necessary to deliver quick, accurate, and competitive responses to JOC requests, just as we have successfully done on dozens of other JOC projects.

We have returned over \$7M in contingency and cost savings to owners for public Arizona projects.

KCS Civil Division

Through our in-house Civil Division, KCS Civil, we have the ability to self-perform demolition, excavation, grading, underground utilities, process piping, asphalt paving, concrete, drainage, and general labor scopes of work. When these scopes are required for your JOC projects, we are confident that our self-performing capabilities will result in improved control of schedule, quality, and price, just as it has done on countless past projects. KCS will evaluate each JOC project to determine if it is mutually beneficial for us to self-perform civil scopes.

Licenses

State of Arizona Commercial General Contractor, ROC145666 B-01 Arizona; held by the firm.

State of Arizona Dual General Engineering Contractor, ROC206588 KA; held by the firm.

KCS's Legal Organization

KCS is an Arizona based corporation.

KCS Firm Facts



90 Employees



23 Years in Business



Offices in Flagstaff, Camp Verde, and Phoenix, AZ



Recent and relevant experience completing JOC Programs for customers throughout northern Arizona

KCS offers the right knowledge, training, and experience with JOC Programs to significantly benefit the City of Prescott.

KCS's Approach to Job Order Work

KCS treats every project type with a collaborative mindset because that is a natural part of our company culture and how we do business. If an owner initiates a change to a job order, we will work with all necessary stakeholders to make the change promptly and with minimal impact to the budget or schedule, while maintaining open communication and proper documentation throughout. This approach ensures that the final project is in line with your expectations.

Regardless of whether a project is a hard bid, JOC, CMAR, or Design-Build, KCS always has the owner's interests at the forefront of every decision we make, and we will do everything in our power to ensure the City of Prescott is 100% satisfied.

Executing the City of Prescott's JOC Program EXECUTING THE WORK

KCS will execute the work by adhering to the City's Scope of Work meeting, bringing the project team together to discuss items such as critical elements of the work schedule, traffic control, coordination with utility companies, and points of contact for all team members. KCS will then issue subcontractor agreements, procure long-lead items, obtain all necessary permits, and design and implement project-specific Safety and Site Logistics Plans prior to executing all scopes of work within budget, on schedule, and to the highest level of quality.

Upon project completion, KCS will create and distribute project closeout documentation and turnover to the City of Prescott. KCS will then initiate our post-project Customer Loyalty Program, where we follow up regularly to ensure the project is functioning as intended. KCS uses the following project status reporting documents to keep customers informed of work status: multiple types of schedules, budgets at strategic intervals, weekly meeting minutes, Weekly Activity Reports, and access to all project documentation in real time through Procore project management software.

MAINTAINING THE SCHEDULE

KCS uses several techniques and procedures for maintaining the schedule. KCS creates the Master Schedule at the outset of the project using a Lean technique called Pull Planning where all subcontractors get together and discuss what they need from one another in order to complete their scope. **This creates a reliable network of commitments, as well as an accurate schedule that can realistically be maintained.** KCS updates the schedule weekly throughout construction and immediately identifies and corrects any slippage. For projects that are shorter in duration, the schedule will be updated daily. All schedules are available in real time to the entire project team through Procore, and subcontractors are held accountable for the commitment they made at the beginning of the project.

KCS Brings 20+ Years of JOC Experience

ADDRESSING SUBCONTRACTOR PERFORMANCE

Key indicators of subcontractor performance that we monitor include safety, quality, and adherence to the schedule. These indicators are tracked on a daily and weekly basis and if any deficiencies exist, they are addressed immediately with the subcontractor. If improvements don't occur within an agreed-upon time frame, we initiate procedures for either replacing the subcontractor or supplementing their effort at the site. This is done at no additional cost to our customer.

COMPLIANCE WITH SITE RULES AND OWNER-SPECIFIC CRITERIA

KCS Superintendents are responsible for communicating, monitoring, and enforcing compliance with site rules and Owner-specific criteria. All subcontractors receive a site-specific orientation where rules and Owner-specific criteria are covered in detail. Any deviations are addressed immediately.

SUBMITTING INFORMATION AND DOCUMENTS IN A TIMELY MANNER

KCS will review documents in a timely manner. Response times will range from 24 hours to three days, depending upon the level of detail required within the response. Items that are on the critical path will be addressed immediately and within a time frame that eliminates any impact.

SUBMITTING COMPLETE CLOSEOUT DOCUMENTATION

KCS's project close-out procedure consists of two components: **staff training and project documentation.** We begin by identifying which people will require training on facility operations and maintenance, then organize trainings for all necessary features. These may include mechanical, electrical, fire alarm, hardware, and/or plumbing modules, to name a few. KCS video records these trainings and provides copies to staff for future reference. The other component consists of accurate project documentation and will contain everything a customer will need to properly maintain the facility. Some examples of documents include operations manuals, material Safety Data Sheets, approved submittals, as-built drawings, warranty letters, financial statements, RFIs, and drawings. We also follow up every couple of months after project completion as part of our Customer Loyalty Program.

GENERAL INFORMATION **A**

Administration of Prescott's JOC Program PROCESS FOR CREATING JOC PROPOSALS, INVOICING AND OTHER RELATED CORRESPONDENCE

Once a Request for Pricing is initiated, KCS then approaches the Job Order with a clear objective: to define the project parameters in a team partnering approach, while delivering quick, accurate, and competitive responses to JOC requests. Our JOC pricing approach will be tailored to meet individual project needs and pricing structures. KCS's proven approach will include the following steps:

1. **Define the project parameters: Scope, goals, objectives, and schedule durations.**
2. **Coordinate with Architectural/Engineering Consultants and/or subcontractors if/as needed.**
3. **Schedule and participate in a site visit.**
4. **Complete in full a "Job Order Cost Quotation Package", including but not limited to:**
 - a. **Description of the project scope.**
 - b. **Description of the services to be provided, including work activities such as permit management, construction, cost proposals, federal compliance, and project close-out.**
 - c. **Project pricing.**
 - d. **Subcontractor quotes.**
 - e. **Construction schedule.**
 - f. **Performance and payment bonds.**
 - g. **Insurance requirements.**
 - h. **Other items required by the City of Prescott.**

KCS will utilize Viewpoint V6 Construction Software to prepare our invoices. Our goal is to prepare invoices that are clear, concise, and transparent with the proper amount of back-up for processing. We can print out multiple types of reports from Viewpoint accounting software that can accompany our invoicing. All invoices will be prepared and reviewed with the City of Prescott's Project Manager before final processing in order to minimize duplicated work. Once KCS is selected as a JOC Contractor, we will meet with the City to discuss our job order cost quotation and invoice processes. We will make any adjustments as needed so that our processes best fit the City's JOC Program.

TEAM COOPERATION AND COLLABORATION

KCS utilizes many strategies to promote cooperation and collaboration with Owners and all project stakeholders to benefit a project. At the outset of a project, we have a Project Chartering Session with the KCS project team, Owner, Design Team, and other identified stakeholders to define the five pillars of project success – budget, schedule, quality, safety, and sustainability. Together, we will create shared project goals and an action plan to achieve them. We will also discuss dispute resolution procedures up front. During design and construction, we have regular Owner, Architect, and Contractor (OAC) meetings to keep everyone on the same page, and all team members have access to all project documentation, including budget, schedule, and quality information, in real time through Procore.

DISPUTE RESOLUTION

KCS's complaint and dispute resolution procedure is based on good communication, commitment to the project, and a win-win mentality within the project team. Complaints will be managed and mitigated direct by our Project Manager. KCS management procedures prevent all but legitimate claims, and all claims will be mitigated fairly with the City's interest being priority. Furthermore, our procedures to mitigate claims will not affect the job budget or duration.

MANAGEMENT OF PERSONNEL REQUIREMENTS

Our ability to successfully handle personnel requirements as work varies in volume is based on our execution of some of the following strategies:

- » **Promoting and Facilitating Continuous Communication with the City of Prescott**
This enables us to be knowledgeable and prepared for projects coming down the pipeline so that we can handle personnel requirements accordingly.
- » **Leveraging our Strong Local Presence and Relationships**
With our local roots, KCS has strong, existing relationships with local subcontractors and vendors pre-qualified to complete their trade-specific scope of work. **Form G** includes a list of subcontractors that may be engaged for this contract, though the list is not exhaustive.
- » **Conducting Annual Pre-Qualification of Subcontractors**
By annually pre-qualifying multiple subcontractors per trade, we have qualified subcontractors on hand at all times and as the work varies in volume.
- » **Supporting Continuous, Ongoing Efforts to Recruit and Retain the Best Industry Individuals**
KCS builds a diverse pool of highly qualified applicants, which enables us to maintain optimal levels of in-house staffing, personnel recruitment, and retention at all times. Our ample capacity positions KCS to respond to varying work volume.





B Experience and Qualifications

Experience with Public Entity JOC Programs

With experience serving several public customers similar to Prescott and throughout northern Arizona in a JOC capacity, KCS will leverage our expertise in JOC Programs to maximize the value of your upcoming projects. We will make procurement easier, help define scope(s) of work, use cost-effective solutions with an open-book approach, self-perform scopes of work when beneficial to the City, respond immediately, and deliver projects of the highest quality.

In the past 10 years, KCS has successfully completed 75 JOC projects for 11 public entities throughout northern Arizona.

Additionally, KCS was recently awarded a statewide JOC contract with the Arizona Department of Administration.

Applied Knowledge – Understanding JOC

Our team excels in projects utilizing Alternative Project Delivery Methods (APDMs) including JOC, MATOC, and Task Order Contracting. KCS has embraced APDM projects since 2000 when the State of Arizona authorized their use. We are highly familiar with providing input and assistance with defining scopes of work, scheduling, budgetary estimates, constructability reviews, and offering true value.

Applied Knowledge – Effective Project Management Systems and Processes

In the past three years, 80% of all KCS projects have been valued at or under \$1M. What this means to the City is that KCS has the right systems in place to efficiently and effectively manage multiple smaller projects simultaneously and successfully. This expert competency extends to our response time as well—with KCS as your JOC Contractor, you can rest assured knowing that we are flexible, responsive, and available at a moment's notice. KCS pledges to remain fully committed to serving the City of Prescott and its immediate, citywide needs throughout the duration of the contract.

JOC Program Experience Map



LEGEND

- | | |
|---|--|
| 1 City of Flagstaff | 8 Yavapai College |
| 2 Coconino County | 9 The Cooperative Purchasing Network (Yavapai College – Prescott Campus) |
| 3 Northern Arizona University | 10 City of Kingman |
| 4 Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) | 11 Strategic Alliance for Volume Expenditures (City of Sedona) |
| 5 Flagstaff Unified School District | ADOA (Statewide) |
| 6 City of Cottonwood | ★ City of Prescott |
| 7 Town of Camp Verde | ● KCS Offices |

EXPERIENCE AND QUALIFICATIONS



Applied Knowledge – JOC Pricing Structures & Response Times

Through our JOC experience, we have become highly familiar with the different pricing structures associated with JOC projects, including eGordian, Means Facility Construction Cost Data price book, Unit Price with the Job Order Contract Group Construction Cost Catalogue, Xactamate, Open Book, and other methods that may be required due to specialty circumstances (i.e. emergency procurement).

Although all of these pricing methods may not be fully utilized by the City of Prescott, KCS will ensure that the City receives current, accurate, and competitive JOC pricing.

On-the-Job Experience Enhanced with Formal Training

In addition to our continuous, on-the-job JOC experience, KCS team members have completed formal JOC training through the Alliance for Construction Excellence (ACE). This includes Tim Kinney, KCS CEO, who earned his JOC certificate from his participation in the ACE Program. His JOC certificates from his trainings are presented on the right side of this page.

Recent and Relevant JOC Experience

As construction management experts with experience serving public customers throughout northern Arizona on a variety of projects, KCS brings pertinent experience and regional connections that our competitors simply cannot match. Having provided JOC services to a variety of public customers throughout the region, we are equipped with expertise to provide the responsive services the City of Prescott's requires.

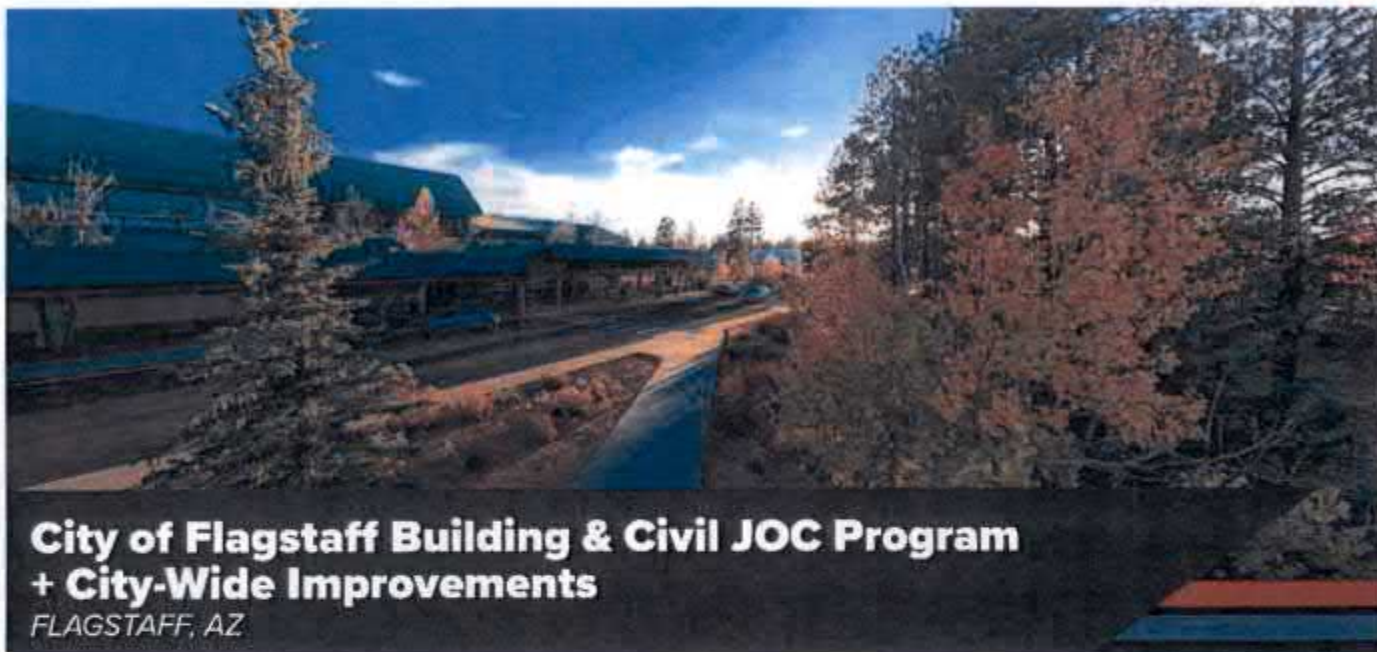
On the following pages, we have provided an overview of five of the several JOC Programs throughout northern Arizona that KCS has been a part of, including a listing of the relevant projects completed for each customer.



“During the course of the project I found all KCS staff to be professional, pro-active and very client oriented. In addition, the KCS team worked diligently to keep the project within budget and on schedule and still meet the client's programming needs. KCS was able to minimize the impacts to all NAIPTA transit and maintenance operations while working in a very confined project area. In summary my experience with KCS was very positive and I hope to work with KCS again in the future.”

James Duval
Former Sr. Project Manager (retired)
City of Flagstaff

EXPERIENCE AND QUALIFICATIONS



City of Flagstaff Building & Civil JOC Program + City-Wide Improvements

FLAGSTAFF, AZ

KCS is currently serving as a JOC Contractor for the City of Flagstaff's JOC for Building and Civil Classifications. Projects range in value up to \$1M and include the following scopes of work: building and civil construction services for minor and major projects, maintenance, renovations, repairs, additions, demolition, reconstructions, and alteration services to City facilities and roadways. Through our JOC Contract with the City, KCS has completed almost two dozen projects over the past six years with project scopes highly similar to what will be required for the City of Prescott's JOC Program.

CITY OF FLAGSTAFF MUNICIPAL COURT FACILITY

KCS recently served as Design-Build Contractor to deliver the City of Flagstaff's new, \$19.5M, 40,000 SF Municipal Court Facility. KCS attributes our long-standing relationship with the City to our core values of collaboration, integrity, and transparency.

Key Individuals:

Mike Thomas
Project Director

Dan Flint
Project Manager

Callie Gabelman
Project Manager

Prashanth Venigalla
Estimator

Michael Santoro
Superintendent

Francois Badenhorst
Superintendent

Ron Lusk
Superintendent

Flagstaff JOC Projects

20+ JOC Projects for
the City of Flagstaff

- » Hal Jensen Tennis Court Replacement, \$620,998
- » Sewer Manhole Rehabilitation, \$111,772
- » Highway 89 Median Landscaping, \$326,847
- » Fountaine Road Utility Improvements, \$573,133
- » Black Bart's Water Meter Replacement, \$73,830
- » Library Restrooms Renovation, \$178,865
- » CDBG Bundled Projects - Six locations, \$329,306
- » Sunnyside Phase 5D, \$567,708
- » Park Flag Sign & Kiosk Install, \$97,000
- » Aquaplex Pool Plaster Replacement, \$111,230
- » Airport Asphalt Replacement, \$41,896
- » Airport Aircraft Water & Wastewater Services, \$297,928
- » Citizen Cemetery, \$50,964
- » Humphreys Conduit Replacement, \$123,889
- » Courthouse Parking Lot, \$190,032
- » Downtown Parking Improvements, \$400,000
- » Aquaplex Locker & Cabana Renovations, \$283,890
- » Airport United Stations, \$184,285
- » Airport Office Remodel, \$31,849
- » Sunnyside Phase 5E, \$633,451





Northern Arizona University (NAU) Building & Civil JOC Program + Campus-Wide Improvements

FLAGSTAFF, AZ

In the past 20 years, KCS has completed 90+ projects of varying size, scope, and complexity for NAU. This includes dozens of JOC and task order projects; 14 CMAR projects; one Design-Build project; three LEED Gold buildings; one LEED Platinum building; a National Estimating Award Winning facility; and a 100% success rate in meeting budget, schedule, and quality standards. KCS serves as a JOC Contractor for NAU for both Building and Civil Classifications.

KCS frequently manages multiple projects occurring at different sites simultaneously, requiring separate onsite supervision and work crews.

PARKING GARAGE MAINTENANCE

This project consisted of improvements to NAU's Knoles, San Francisco and Mountain View parking garages that included cleaning, striping, bringing all areas up to ADA compliance, demolition, and traffic seal coating.

Key Individuals:

Mike Thomas
Project Director

Dan Flint
Project Manager

Callie Gabelman
Project Manager

Prashanth Venigalla
Estimator

Michael Santoro
Superintendent

Francois Badenhorst
Superintendent

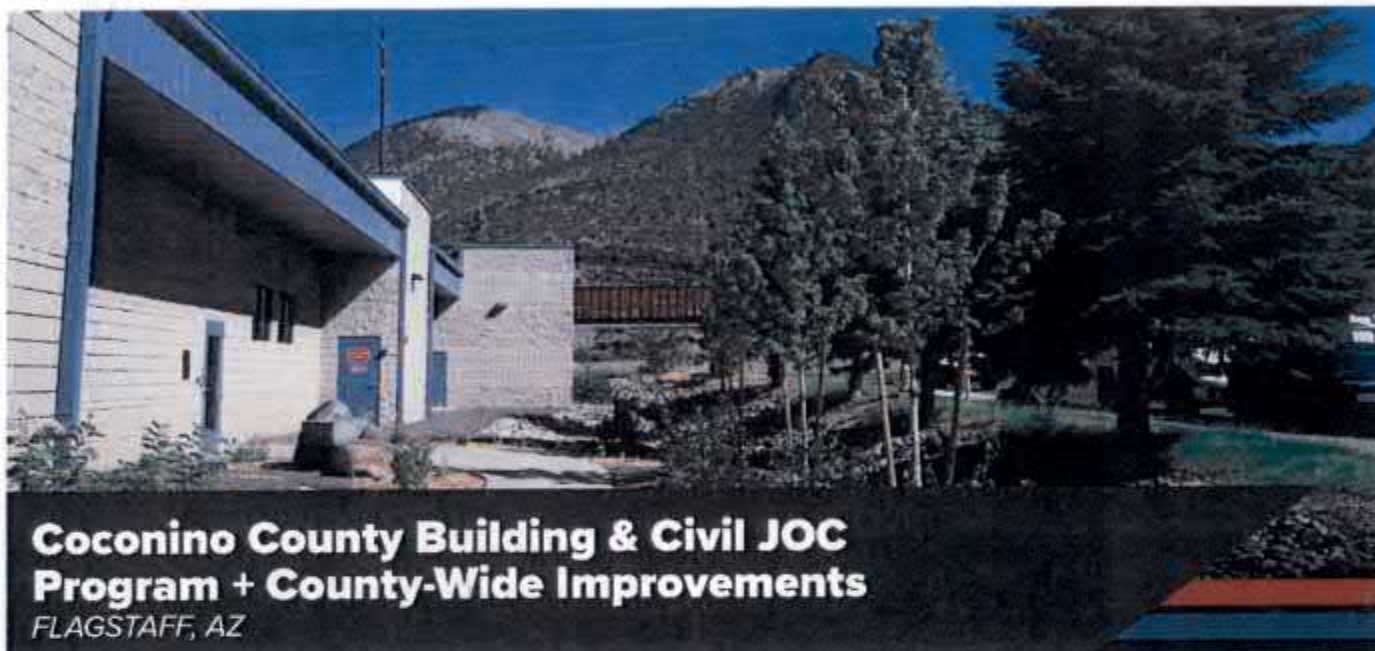
Ron Lusk
Superintendent

NAU JOC Projects

Over 90 Projects
Completed for NAU

- » Laboratory Facility (LEED Gold); \$48,600,000
- » International Pavilion (LEED Platinum), \$4,800,000
- » Granny's Closet Building Demolition, \$196,058
- » Practice Field ADA Drop-off, \$164,107
- » Tinsley Hot Tap, \$49,188
- » Liberal Arts Renovation (LEED Gold), \$6,830,000
- » Building 98B Storm Water Drainage, \$54,154
- » Gammage Sewer Replacement, \$70,287
- » Bus Stop Relocation, \$781,464
- » Dining Hall Phase I, \$8,050,000
- » Dining Hall Phase II, \$4,960,000
- » ARD and Landscaping, \$614,763
- » Babbitt Administration Center Landscaping, \$313,092
- » Cowden Hall Renovation, \$2,390,000
- » Concrete ADA & Kiosk, \$68,386
- » Cowden Hall Waterline Repair, \$170,198
- » Swing Space Bldg Nos. 3 & 4, \$2,034,000





Coconino County Building & Civil JOC Program + County-Wide Improvements

FLAGSTAFF, AZ

KCS is currently serving as Coconino County's Job Order Contractor for the County's five year JOC Program. Prior to our current five year contract, KCS served in the same capacity for the five year term immediately preceding the current one. In fact, KCS has continuously served Coconino County long before their JOC Program and the very first project that KCS completed was for Coconino County's Sawmill Park, over 22 years ago.

Through our JOC Contract with the County, KCS has completed several projects over the past nine years with scopes highly similar to what will be required for the City of Prescott's JOC Program. KCS has completed several projects for the County that have utilized other Alternative Projects Delivery Methods, including CMAR and Design-Build.

FORT TUTHILL COUNTY PARK STORAGE BUILDING:

This project included site utilities, a concrete foundation, a 40x50 mezzanine, and a 4,000 SF pre-engineered metal building, plus the addition of three-phase power to the new building.

Key Individuals:

Mike Thomas
Project Director

Dan Flint
Project Manager

Callie Gabelman
Project Manager

Prashanth Venigalla
Estimator

Michael Santoro
Superintendent

Francois Badenhorst
Superintendent

Ron Lusk
Superintendent

Coconino County JOC Projects

19 JOC Projects for
Coconino County

- » Parks & Rec Bike Park Restroom, \$695,000
- » North Schultz Flood Repairs, \$619,372
- » Copeland Berm Maintenance, \$9,000
- » Mold Remediation, \$12,157
- » Ft. Tuthill Historic Quad Renovation, \$4,698,000
- » Page Jail Expansion, \$3,274,017
- » Medical Examiner's Office, \$1,947,050
- » Bellemont Paver Replacement, \$2,490
- » Drainage Improvements, \$54,017
- » Koch Field Road Catch Basin Adjustment, \$1,218
- » Leisure Lane Drainage Improvements, \$284,891
- » Radar Speed Sign Install, \$30,665
- » Williams Maintenance Facility Truck Barn, \$77,728
- » County Radar Signs, \$18,505
- » + Several Additional County Improvement Projects





Yavapai College JOC Program + Campus-Wide Improvements

VARIOUS LOCATIONS, NORTHERN ARIZONA

In addition to serving as a JOC Contractor for Yavapai College, KCS recently served as Yavapai College's exclusive Construction Manager at Risk partner for the College's five year Capital Improvements and Preventative Maintenance Program.

Yavapai College's six campuses included the Prescott Campus, Verde Valley Campus, Prescott Valley Center, Chino Valley Center, Sedona Center, and Career and Technical Center. Multiple projects of varying sizes occur simultaneously at the different campuses, requiring expert coordination and supervision.

BUILDING L ADDITION & RENOVATION PROJECT

Scope included 2,000 SF in new construction and 20,050 SF in renovations. The new two-story building design included enclosing existing exterior hallways and adding conditioned spaces for meeting and student collaboration.

Key Individuals:

Mike Thomas
Project Director

Dan Flint
Project Manager

Callie Gabelman
Project Manager

Prashanth Venigalla
Estimator

Michael Santoro
Superintendent

Francois Badenhurst
Superintendent

Ron Lusk
Superintendent

Yavapai College JOC Projects

14 JOC + Campus-Wide
Projects for Yavapai College

- » Verde Valley Campus Bldg. "F" Renovation, \$1,473,652
- » Verde Valley Campus Bldg. "G" Renovation, \$987,315
- » Verde Valley Campus Bldg. "H" Renovation, \$1,339,171
- » Verde Valley Campus Bldg. "I" Renovation, \$1,271,205
- » Verde Valley Campus Bldg. "M" Renovation, \$1,747,651
- » Buildings "F, G, H, I, M" Site Work, \$1,234,264
- » Campus-Wide Utility Distribution, \$1,521,494
- » Buildings "B, C, E, and J" Demolition, \$92,800
- » CTEC Dining Hall Renovations, \$90,729
- » CTEC Roof Repair, \$62,467
- » CTEC Parking & Drainage Improvements, \$967,616
- » Supai Residence Hall Demolition, \$223,900
- » Campus Landscaping, \$142,303
- » Yavapai College Building 1 Weatherization, \$116,066



EXPERIENCE AND QUALIFICATIONS



Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) JOC + Campus-Wide Improvements

VARIOUS LOCATIONS, NORTHERN ARIZONA

KCS first served as Design-Build Contractor for NAIPTA's Verde Valley Transit Facility in Cottonwood, AZ over 10 years ago. Since then, KCS has completed numerous building and civil projects for NAIPTA, all of which have been procured utilizing Alternative Project Delivery Methods (APDMs), with an emphasis on JOC and Design-Build.

NAIPTA is the transit agency in northern Arizona, operating the Mountain Line, Mountain Lift, and Mountain Link systems in Flagstaff. As a public, governmental entity, NAIPTA closely collaborates with their member agencies, including the City of Flagstaff, Coconino Community College, Coconino County, and Northern Arizona University.

FLAGSTAFF OFFICE RENOVATION

This project consisted of remodeling several areas within NAIPTA's Flagstaff office. Scope of work includes office space conversion, doorway & locker modifications, partition wall installation, lobby/front area reconfiguration, and new window installation.

Key Individuals:

Mike Thomas
Project Director

Dan Flint
Project Manager

Callie Gabelman
Project Manager

Prashanth Venigalla
Estimator

Michael Santoro
Superintendent

Francois Badenhorst
Superintendent

Ron Lusk
Superintendent

NAIPTA JOC Projects

5 JOC + Campus-Wide
Projects for NAIPTA

- » Flagstaff Office Renovation, \$377,625
- » Flagstaff Facility Expansion (Bus Storage Space, Fuel Island, and Wash/Dry Building), \$6,700,000
- » Verde Valley Transit Facility, \$2,946,000
- » NAIPTA Solar and Drainage, \$404,000
- » NAIPTA Bus Stops, \$75,330



EXPERIENCE AND QUALIFICATIONS **B****KCS Project Team Organization and Qualifications**

Below we have provided the proposed organizational chart for the City of Prescott's JOC Program. KCS President Mike Thomas will serve as the program point of contact, and the specific timing and required experience of each project will determine which Project Manager and Superintendent will be assigned. Dan Flint and Callie Gabelman will serve as Project Manager for projects they are assigned to, and will then serve as the primary point of contact on the project-level to ensure that the City of Prescott receives the highest level of project commitment, service, and quality synonymous with KCS.

Your Program requires a trustworthy project partner that offers JOC experience, a collaborative approach, and new construction & renovation expertise. **KCS offers all of these qualities and more—we have the necessary experience to bring your project aspirations to fruition.** We have provided resumes and qualifications for key team members on page 12.





Mike Thomas, LEED AP BD+C

President & Project Director

Education, Training, & Certifications

Bachelor of Arts in Business Management, National Louis University

Extensive coursework in Computer Aided Drafting, Parkland College

Extensive coursework in Architecture and Computer Programming, University of Illinois

The U.S. Green Building Council, LEED Accredited Professional

Affiliations

Treasurer, STEM City

Lean Construction Institute

Full STEAM Ahead: 8th Grade Mentor

American Society of Professional Estimators

Construction Management Association of America

Flagstaff Shelter Services, Board Member

NAU IAB, Board Member

Big Dig For Kids, Executive Board Member

As Project Director, Mike will work directly with the team as he manages the project at the strategic level. His responsibilities include establishing and adhering to project-specific goals including but not limited to budget, schedule, quality, safety, and sustainability excellence. As an experienced Project Director, Mike has accomplished managing multiple projects simultaneously and will bring a unmatched level of expertise to the City's JOC projects.

Mike has been with KCS for 20 years and among other executive management roles, he directs KCS's national award-winning Estimating Department. Mike will serve as the primary point of contact at the program level, and as projects commence, project managers Dan Flint and/or Callie Gabelman will be assigned to take over as the primary. Mike has been serving customers throughout northern Arizona for the past 20 years. Additionally, Mike has extensive experience serving municipal customers throughout northern Arizona, dozens of which were completed using the JOC delivery method.

JOC EXPERIENCE

- **City of Flagstaff, Building & Civil JOC Program + City-Wide Improvements**
20+ projects completed over the past seven years, refer to **page 6**.
- **Northern Arizona University, Building & Civil JOC Program + Campus-Wide Improvements**
90+ projects completed over the past 20 years, refer to **page 7**.
- **Coconino County, Building & Civil JOC Program + County-Wide Improvements**
19 projects completed over the past nine years, refer to **page 8**.
- **Yavapai College, JOC Program + Campus-Wide Improvements**
14 projects completed over the past nine years, refer to **page 9**.
- **Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) JOC Program + Facility Improvements Program**
Five projects completed over the past 13 years, refer to **page 10**.

ADDITIONAL JOC EXPERIENCE

- **Arizona Department of Administration (ADOA), recently awarded**
- **City of Kingman, Building & Civil JOC Program, recently awarded**
- **City of Cottonwood, Underground JOC Program**
- **Town of Camp Verde, JOC Program**
- **The Cooperative Purchasing Network (TCPN), JOC Program, Yavapai College – Prescott Campus**
- **Flagstaff Unified School District, JOC Program**
- **Strategic Alliance for Volume Expenditures (S.A.V.E.), City of Sedona JOC**

EXPERIENCE AND QUALIFICATIONS **B**

KCS has assigned two Project Managers to your JOC Program to ensure adequate and flexible coverage for all of your project needs. Only one Project Manager will be assigned to each project.

Dan Flint

Project Manager

Education, Training, & Certifications

Bachelor of Science in
Business Administration
and Management,
Northern Arizona
University

OSHA 30-Hour / Network
Awareness Training

OSHA 10-Hour
Certification

CPR/First Aid Certification

As Project Manager, Dan's responsibilities include helping to establish and adhere to project-specific goals; including but not limited to budget, schedule, quality, safety, and sustainability excellence. Dan will work directly and continuously with the Owner as he facilitates weekly pre-construction and construction meetings. His responsibilities also extend to overseeing Superintendents and Project Engineers as he reviews their daily reports and follows up with any reported difficulties. Dan is skilled at Value Engineering and will translate his expertise towards the City of Prescott's JOC Program.

Dan has over 10 years of experience managing JOC, municipal, educational, and commercial projects ranging in value from \$60,000 to over \$30M. He has managed all phases of construction including planning, permitting, estimating, budget development and control, proposal evaluation, subcontractor selection, scheduling, material procurement, inspections, and site management. **With Dan's extensive JOC experience, he has become an expert at collaborating with the owner to create a detailed scope, inevitably leading to the most successful outcome.**

JOC EXPERIENCE

- City of Flagstaff, Building & Civil JOC Program + City-Wide Improvements
- Northern Arizona University, Building & Civil JOC Program + Campus-Wide Improvements
- Coconino County, Building & Civil JOC Program + County-Wide Improvements
- Yavapai College, JOC Program + Campus-Wide Improvements
- Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) JOC Program + Facility Improvements Program

ADDITIONAL RELEVANT EXPERIENCE

- Coconino County Medical Examiner Facility
7,900 SF Warehouse Conversion | CMAR | \$1.94M | Conversion of existing warehouse space into Medical Examiner Office. | 2019
- Coconino County Sheriff's Office – Page Jail Expansion
8,000 SF Expansion | CMAR | \$3.56M | Short-term holding facility expansion. | 2021
- City of Flagstaff New Municipal Court Facility
40,000 SF New Construction | Design Build | \$19.5M | Three-story facility; high profile project in downtown Flagstaff. | 2020
- Maswik South Complex Reconstruction
63,584 SF New Construction | CMAR | \$30.2M | Demolition of the existing six wings and construction of four new wings. | 2022

EXPERIENCE AND QUALIFICATIONS **B**

KCS has assigned two Project Managers to your JOC Program to ensure adequate and flexible coverage for all of your project needs. Only one Project Manager will be assigned to each project.



Callie Gabelman

Project Manager

Education, Training, & Certifications

Bachelor of Applied
Human Sciences
in Construction
Management, Colorado
State University

OSHA 10-Hour
Certification

CPR/First Aid Certification

As Project Manager, Callie's involvement will be continuous throughout the project as she leads pre-construction and construction efforts as well as oversees project performance. Her responsibilities include helping to establish and adhere to project-specific goals including but not limited to budget, schedule, quality, safety, and sustainability excellence. Callie will work directly and continuously with the City of Prescott as she facilitates weekly pre-construction and construction meetings. Her responsibilities also extend to overseeing the onsite team as she reviews their daily reports and follows up with any difficulties. Callie has ample experience with time-sensitive JOC projects, making her an ideal candidate to manage the City of Prescott's JOC opportunities.

Callie has exceptional problem-solving and leadership skills. Her ability to communicate effectively, manage demanding schedules, and produce quality results consistently benefits the projects she works on, making for an extremely successful track record. Callie's experience negotiating material purchases, scheduling and managing subcontractors, performing quantity take-offs, soliciting bids, and managing change orders has given her in-depth knowledge of the purchasing, scheduling, and JOC processes.

JOC EXPERIENCE

- **City of Flagstaff, Building & Civil JOC Program + City-Wide Improvements**
- **Northern Arizona University, Building & Civil JOC Program + Campus-Wide Improvements**
- **Coconino County, Building & Civil JOC Program + County-Wide Improvements**
- **Yavapai College, JOC Program + Campus-Wide Improvements**
- **Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) JOC Program + Facility Improvements Program**

ADDITIONAL RELEVANT EXPERIENCE

- **City of Flagstaff New Municipal Court Facility**
40,000 SF New Construction | Design Build | \$19.5M | Three-story facility; high profile project in downtown Flagstaff. | 2020
- **Mountain Line Office Renovation**
19,296 SF Phased Renovations | CMAR | \$377K | Phased renovations to fully occupied facility. | 2018
- **Yavapai College Building L**
20,050 SF Renovation | 2,000 SF New Construction | CMAR | \$6.6M | Demolition of the existing interior to make way for new classrooms. | 2020



Prashanth Venigalla

Estimator

Education, Training, & Certifications

Bachelor of Science in
Civil Engineering, K L
University

Masters in Construction
Engineering and
Management, The
University of Texas at
Arlington

Construction Manager
in Training (CMIT)
Certification

As project Estimator, Prashanth will oversee all pre-construction activities, and is responsible for leading estimating, budget, and cost control efforts. Prashanth is responsible for the creation of accurate budgets at various intervals throughout the project, as well as for budget updates as more details become known. He will also lead the cost control effort from start to finish, ensuring that each project firmly stays on budget.

Prashanth is an experienced Estimator with a background in pre-construction management and design drafting. Prashanth has managed projects ranging in value up to \$10M across various industries that include municipal, healthcare, industrial, commercial, residential, nuclear, and rail infrastructure, as well as JOC Programs.

He is highly skilled in project estimation, productivity analysis, project scheduling, computer-aided design, BIM, and is proficient with the following software systems: On Screen Takeoff, Isqft, Primavera P6, Sage Timberline, Sage Database Management, Suretrak, Microsoft Project, Sage CPC, and Bluebeam. Prashanth has a strong technical background and familiarity with different JOC estimating platforms, ensuring an unwavering Job Order Price.

JOC EXPERIENCE

- **City of Flagstaff, Building & Civil JOC Program + City-Wide Improvements**
- **Northern Arizona University, Building & Civil JOC Program + Campus-Wide Improvements**
- **Coconino County, Building & Civil JOC Program + County-Wide Improvements**
- **Yavapai College, JOC Program + Campus-Wide Improvements**
- **Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) JOC Program + Facility Improvements Program**

ADDITIONAL RELEVANT EXPERIENCE

- **Maswik South Complex Reconstruction**
63,584 SF New Construction | CMAR | \$30.2M | Demolition of the existing six wings and construction of four new wings. | 2022
- **Coconino County Ft. Tuthill Bike Park Restroom Building**
597 SF New Construction | JOC | \$695K | New restroom building. | 2021
- **FedEx Relay Yard and Break Room**
13-Acre Site Development | Prime Civil Contractor | \$5.27M | 13-acre site development to accommodate a new intermediate trailer/truck relay yard. | 2022
- **FUSD Puente de Hozho Bathroom Addition**
53 SF Reconstruction | JOC | \$64K | Building renovation to accommodate new restroom. | 2021

EXPERIENCE AND QUALIFICATIONS **B**

KCS has assigned three Superintendents to your JOC Program to ensure adequate and flexible coverage for all of your project needs. Only one Superintendent will be assigned to each project.



Michael Santoro

Superintendent

Education, Training, & Certifications

Bachelor of Arts in Philosophy, Fordham University

Master of Science in Elementary Education, Hofstra University

Forklift Operator's Safety Certificate

OSHA 10-Hour Certification

CPR/First Aid Certification

As Superintendent, Michael is responsible for executing the contracted scope of work from start to finish. He ensures that all conformance with contract documents and quality are being met, implements logistics and staging, and inspects all work. Michael is responsible for safety checks, both state and federal regulation compliance, enforcement of KCS's Quality Assurance Program, and training and certification for all field personnel. He oversees daily coordination with the team and overall project quality. Michael guarantees clear lines of communication, ensuring that his team is highly knowledgeable and the Owner has full transparency of the project.

With 18 years of experience in the construction industry, Michael has accrued the skills and experience necessary to excel in his role as Superintendent. Michael knows how to work incessantly to preserve project design intent, ensuring it suits Owner's needs through all phases of a project. With collaborative JOC procedures, Michael's synergistic outlook always proves successful amidst a JOC project.

JOC EXPERIENCE

- **City of Flagstaff, Building & Civil JOC Program + City-Wide Improvements**
- **Northern Arizona University, Building & Civil JOC Program + Campus-Wide Improvements**
- **Coconino County, Building & Civil JOC Program + County-Wide Improvements**
- **Yavapai College, JOC Program + Campus-Wide Improvements**
- **Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) JOC Program + Facility Improvements Program**

ADDITIONAL RELEVANT EXPERIENCE

- **Coconino County Medical Examiner Facility**
7,900 SF Warehouse Conversion | CMAR | \$1.94M | Conversion of existing warehouse space into Medical Examiner Office. | 2019
- **Coconino County Sheriff's Office – Page Jail Expansion**
8,000 SF Expansion | CMAR | \$3.56M | Short-term holding facility expansion. | 2021
- **Mountain Line Facility Expansion**
25,000 SF Renovations/Expansion | Design Build | \$6.77M | Facility to house fleet of 32 transit buses. | 2015
- **NAU International Pavilion**
9,800 SF New Construction | CMAR | \$4.8M | LEED Platinum certified, new, two-story building; Flagstaff's first Net-Zero energy commercial facility. | 2015

EXPERIENCE AND QUALIFICATIONS **B**

KCS has assigned three Superintendents to your JOC Program to ensure adequate and flexible coverage for all of your project needs. Only one Superintendent will be assigned to each project.

Francois Badenhorst

Superintendent

Education, Training, & Certifications

Confined Space Certification

First Aid/CPR Certification

OSHA Trench Safety Training

SWPPP/Erosion Control Certification

OSHA 30-Hour Construction Safety Certificate

As Superintendent, Francois is responsible for overseeing project performance for all scopes and trades. He provides on-site management from start-up through final completion of the project. His responsibilities include the complete execution of KCS' contracted scope of work, inspecting work to ensure conformance with contract documents and quality, attending scope meetings, delivery coordination, establishing staging requirements, and implementing staging and logistics plans. Francois is responsible for weekly on-site safety meetings, equipment safety checklists, compliance with all state and federal regulations, training and certification for all field personnel, and the enforcement of our Quality Assurance Program. Francois is also responsible for daily coordination with the project team and the overall quality of the project. He is highly experienced in overseeing multiple projects simultaneously, making him the perfect fit for the City of Prescott's JOC Program.

His extensive experience with emergency work ables him to be ready at a moment's notice, benefiting the City's JOC Program. Francois adds tremendous value during both phases of a project, from the development of customized Safety & Site Logistics Plans and constructability reviews during pre-construction to stringent subcontractor management and rapid response during construction.

JOC EXPERIENCE

- City of Flagstaff, Building & Civil JOC Program + City-Wide Improvements
- Northern Arizona University, Building & Civil JOC Program + Campus-Wide Improvements
- Coconino County, Building & Civil JOC Program + County-Wide Improvements
- Yavapai College, JOC Program + Campus-Wide Improvements
- Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) JOC Program + Facility Improvements Program

ADDITIONAL RELEVANT EXPERIENCE

- Maswik South Complex Reconstruction
63,584 SF New Construction | CMAR | \$30.2M | Demolition of the existing six wings and construction of four new wings. | 2022
- NAU International Pavilion
9,800 SF New Construction | CMAR | \$4.8M | LEED Platinum certified, new, two-story building; Flagstaff's first Net-Zero energy commercial facility. | 2015
- Yavapai College Building Renovations
65,997 SF Renovations | CMAR | \$10.65M | Renovations to five buildings simultaneously. | 2012

EXPERIENCE AND QUALIFICATIONS

KCS has assigned three Superintendents to your JOC Program to ensure adequate and flexible coverage for all of your project needs. Only one Superintendent will be assigned to each project.

Ron Lusk

Superintendent

Education, Training, & Certifications

Associate of Applied Science in Construction Management and Building Technologies, Community College of Southern Nevada

CSI, Construction Documents Technician (CDT) Certification

Boom, Scissor Lift, Forklift Operator's Safety Certificate

OSHA 10-Hour Certification

Air Quality Dust Control Certificate

OSHA 30-Hour Construction Safety Certificate

CPR/First Aid/AED Training Certificate

USGBC – Green Building Basics and LEED – Course Certificate

HSPD-12 Federal Security Clearance

As Superintendent, Ron is responsible for the complete execution of KCS's contracted scope of work, subcontractor coordination and management, inspecting work to ensure conformance with contract documents, attending scope meetings, delivery coordination, establishing staging requirements, and implementing staging and logistics plans. Ron will be responsible for daily coordination with our project team and overall project quality. As Superintendent, Ron is responsible for overseeing project performance for all scopes and trades. He provides onsite management from start-up through final project completion. In his 41 years of experience, Ron has become skilled at finding alternative solutions completing time-sensitive projects on schedule.

With over 25 years of construction management experience, Ron has repeatedly demonstrated that he can tackle any problem with a solutions-based approach. He has extensive safety and management certifications coupled with vast JOC experience. Ron always demonstrated sound leadership at job-sites while supervising subcontractors and maintaining project schedule.

JOC EXPERIENCE

- **City of Flagstaff, Building & Civil JOC Program + City-Wide Improvements**
- **Northern Arizona University, Building & Civil JOC Program + Campus-Wide Improvements**
- **Coconino County, Building & Civil JOC Program + County-Wide Improvements**
- **Yavapai College, JOC Program + Campus-Wide Improvements**
- **Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) JOC Program + Facility Improvements Program**

ADDITIONAL RELEVANT EXPERIENCE

- **City of Flagstaff New Municipal Court Facility**
40,000 SF New Construction | Design Build | \$19.5M | Three-story facility; high profile project in downtown Flagstaff. | 2020
- **Mountain Line Facility Expansion**
25,000 SF Renovations/Expansion | Design Build | \$6.77M | Facility to house fleet of 32 transit buses. | 2015
- **Verde Valley Medical Center – Camp Verde Clinic**
24,500 SF New Construction | CMAR | \$7.69M | Medical facility with multiple specialties. | 2016
- **Coconino County Ft. Tuthill Bike Park Restroom Building**
597 SF New Construction | JOC | \$695K | New restroom building. | 2021



C Value Added Knowledge and Experience

KCS's Value Added Knowledge and Experience

By electing to solicit JOC services, the City of Prescott is opening the door for a collaborative and economical approach to executing its projects. When comparing Prescott's need for an Alternative Project Delivery Method (APDM) to KCS's demonstrated excellence performing APDM projects for a range of customers, it is clear that our values are in perfect alignment.

The JOC project delivery method is a natural fit with our collaborative culture, and the project proof detailed **on the right side of this page** showcases how KCS has leveraged the JOC delivery method to maximize value for our customers. We understand how to help Owner's define their project needs and challenges up-front, and we do this by directly asking our customers the questions that will shape how a project progresses beforehand.

We pledge to deliver an extraordinary level of service to the City of Prescott, remain a constant advocate for the City's needs, and provide an unwavering commitment to completing your projects on-time, within budget, and to your satisfaction.

FAMILIARITY WITH COMMUNITY NEEDS

Offering a local team to the City has numerous benefits, including our team's proven familiarity with Prescott's local community needs. Having reviewed the City of Prescott's General Plan, KCS understands that the City is looking for a partner who will embrace the fundamental values that make up Prescott's Vision – balance, sustainability, preservation of community character, moderate growth and quality development, citizen empowerment and involvement, and ethic of equity and respect for all community members.

KCS will work strategically to consider and reflect each of these fundamental values with every project, and we are determined to assist the City of Prescott in achieving its community vision by executing your JOC projects at a high level and consistent with the City's goals.

Value Added Knowledge: Cost-Effective & Timely Solutions



NAIPTA Office Renovation

When renovating NAIPTA's existing Flagstaff headquarters to upgrade underutilized areas and increase space for other functional areas, KCS completed work in three phases to 11 different areas within the 19,296 SF, fully occupied facility.

Because of KCS's extensive experience with both the type of project and delivery method, KCS proactively asked the customer all of the right questions up-front in order to understand their priorities. **This effort resulted in the facility remaining occupied and in operation throughout the entire project, with three mobilizations and stringent safety plans to minimize disruptions.**

Having worked on projects throughout northern Arizona for over 20 years, including multiple projects in Prescott, KCS understands that Prescott needs a devoted contractor who will work with them throughout a project's development to ensure that the work is achieved in accordance with the City's predefined needs and priorities. By selecting KCS to perform JOC services, the City of Prescott can rest assured that your projects will be completed with the utmost significance placed on quality, budget, schedule, and community buy-in. Our past success providing cost- and time-saving JOC practices, paired with our local presence as northern Arizona's premier general contractor, will result in first-rate execution of your JOC Program projects.

FAMILIARITY WITH STANDARDS

We understand all layers of City involvement – review, permits, inspections, as well as state and federal regulations that must be locally applied. We also understand that all work completed for this City of Prescott's JOC Program will be done in accordance with the Maricopa Association of Governments' Uniform Standard Specifications For Construction.

FAMILIARITY WITH HISTORICAL CHALLENGES

With local roots, we understand how to construct in Prescott during inclement weather (snow, wind & monsoons) and will not shy away from the challenge. Demonstrated through the Yavapai College Building 1 Weatherization project that KCS completed in Prescott, we are prepared to stand by the City's side to help navigate the historical challenges associated with the region.

FAMILIARITY WITH LOCAL CODES

KCS has experience adhering to Prescott building codes, as evidenced by the completion of two building projects completed for Yavapai College's Prescott campus. Additionally, we are also aware that the City recently adopted Ordinance No. 2022-1804, updating Prescott's City Code. We are also familiar with working closely with Authorities Having Jurisdiction (AHJ), including APS, Unisource, and the City of Prescott, among others.

FAMILIARITY WITH SITE CONDITIONS

KCS understands that the City operates multiple facilities that serve a variety of purposes for the community, including the Prescott Regional Airport, City Hall, Parks and Recreation Centers, Prescott Rodeo Grounds, 2 Wastewater Treatment Plants, 7 Water Wells, over one hundred Water and Wastewater Pump Stations, Police Stations, multiple Fire Stations, Public Works and Engineering Facility, and Library. KCS has experience working on several facilities similar in size and purpose to the identified facilities, and we understand for every project we begin, we must take inventory of all of the considerations unique to the site and space we are working within. These considerations include learning whether the building is occupied or unoccupied, if it is a historical facility, if it is a secure municipal facility, etc. Additionally, with each project we begin, KCS puts together a site-specific plan that addresses safety and site-logistics.

VALUE ADDED: IN-HOUSE DESIGN CAPABILITIES

As JOC projects are identified and advanced, KCS is capable of assisting the City of Prescott with design in addition to general contracting. Project Director **Mike Thomas, LEED AP BD+C**, and Estimator **Prashanth Venigalla** both have experience assisting with design for JOC projects, and their abundant construction experience will inform their designs and ultimately enable a more cost- and time-efficient project for the City. **Selecting KCS for your JOC Program means that the City of Prescott will secure a fully-capable and experienced partner who is determined to deliver the highest-level of service to the City and community of Prescott.**

KCS/KCS Civil's Self-Performance Capabilities



Demolition



Excavation



Grading



Underground Utilities



Process Piping



Asphalt Paving



Concrete



Drainage



Carpentry



Drywall



General Labor



We have included the completed **Form B – Job Pricing Matrix** in the appendix immediately following this section.



We have included each of the required **Forms A-G** within this appendix, as well as a signed copy of **Addendum #1**.



KINNCON-02

BUNNYALDERETE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 214 E Birch Avenue Flagstaff, AZ 86001	CONTACT NAME: Bunny Alderete PHONE (A/C, No, Ext): (928) 774-3345 FAX (A/C, No): (928) 779-4561 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Employers Mutual Casualty Company</td> <td>21415</td> </tr> <tr> <td>INSURER B: CopperPoint Insurance Company</td> <td>14216</td> </tr> <tr> <td>INSURER C: Peleus Insurance Company</td> <td>34118</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Employers Mutual Casualty Company	21415	INSURER B: CopperPoint Insurance Company	14216	INSURER C: Peleus Insurance Company	34118	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Kinney Construction Services, Inc. 121 E. Birch Ste 500 Flagstaff, AZ 86001															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE ☒ OCCUR	X	3D48963	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY ☒ PROJECT ☐ LOC					
	OTHER:					
A X	AUTOMOBILE LIABILITY					
	ANY AUTO OWNED AUTOS ONLY	X	3E48963	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	HIRED AUTOS ONLY					BODILY INJURY (Per person) \$
	SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB	X				
	EXCESS LIAB		3J48963	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 5,000,000
	CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	1005812	6/1/2022	6/1/2023	X PER STATUTE OTH-ER \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Cov		3C48963	12/31/2021	12/31/2022	Total Limit 100,000
C	Professional Liabili		121CTR0153032-03	8/27/2022	8/27/2023	Occurrence/Agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contract # 2023-070 JOC Contracting Services for Citywide Construction- The City of Prescott is hereby listed as additional insured as respects General Liability Per Form CG 7174 (10/13) / CG 7174.3 (10/13) and Commercial Auto per form CA7450 (11/17) This insurance is Primary and Non-Contributory.;

CERTIFICATE HOLDER

CANCELLATION

The City of Prescott
 Public Works Department
 433 North Virginia Street
 Prescott, AZ 86301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. **Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. AUTOMATIC ADDITIONAL INSURED

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph A.1. **Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. **Who Is An Insured** is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. **Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage
Paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
- a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C. **Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph A. **Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E. All other terms and conditions of this policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
KINNEY CONSTRUCTION SERVICES, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of _____, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Kinney Construction Services, Inc., an Arizona corporation (the “Contractor”). The Town and Contractor are the only parties to this Agreement; they are each individually a “Party,” and together they are the “Parties.”

RECITALS

A. After a competitive procurement process, the City of Prescott, Arizona (“Prescott”), entered into Contract No. 2023-070, dated October 11, 2022 (the “Prescott Contract”), for the Contractor to provide job order contracting services for citywide construction. A copy of the Prescott Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such materials and services under the Prescott Contract, at its discretion and with the agreement of the awarded Contractor.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with construction materials and services, as more particularly set forth in Section 2 below on an as-needed basis (the “Materials and Services”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 202_ (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the Prescott Contract. The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a “Renewal Term”) if (A) it is

deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) the term of the Prescott Contract has not expired, (C) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term, and (D) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the Prescott Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of its then-current term; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting an extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, the Contractor shall be deemed to affirmatively assert that (A) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of this Agreement, and (B) any and all claims, known and unknown, relating to this Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for various citywide construction services, which may include, but are not limited to, building, altering, maintaining, repairing, improving, and demolishing public structures under the terms and conditions of the Prescott Contract and this Agreement. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases of such Materials and Services will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the Parties in a written invoice, quote, work order, job order, or other form of written agreement describing the work to be completed (each, a "Job Order"). Each Job Order shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Job Orders submitted without referencing this Agreement and the Prescott Contract will be subject to rejection. The Contractor acknowledges and agrees that Job Orders containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any Job Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Prescott Contract shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement or the Prescott Contract will be held at the Contractor's risk and may be returned to

the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel Job Orders within a reasonable period of time after issuance. Should a Job Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Job Order. The Town will not reimburse the Contractor for any costs incurred after receipt of the Town's notice of cancellation, or for lost profits, shipment of product prior to issuance of a Job Order, or anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay the Contractor for the Materials and Services in the amounts set forth in each Job Order. The total compensation for the Materials and Services purchased under this Agreement shall not exceed \$500,000 for the entire Term of this Agreement.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Prescott Contract will be subject to rejection and may be returned.

5. Safety Plan. The Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, the Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, the Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Contractor's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments, or claims based on the Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual

or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Contractor pursuant to this Agreement. The Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the Contractor or its subcontractors reasonable advance notice of intended audits. The Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. To the extent applicable under ARIZ. REV. STAT. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

9. Conflict of Interest. The Town may cancel this Agreement pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, and any Town-approved Job Orders, the Prescott Contract, and invoices, the documents shall govern in that order.

13. Rights and Privileges. To the extent provided under the Prescott Contract, the Town shall be afforded all of the rights and privileges afforded to Prescott and shall be the “City” (as defined in the Prescott Contract) for the purposes of this Agreement.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Prescott to the extent provided under the Prescott Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor’s work or services in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town Town of Chino Valley
 202 North State Route 89
 Chino Valley, Arizona 86323
 Attn: Town Manager

With copy to: GUST ROSENFELD P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to the Contractor: Kinney Construction Services, Inc.
 121 E Birch Avenue, Suite 500
 Flagstaff, Arizona 86001
 mt@kinneyconstruction.net
 Attn: Mike Thomas

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

“Contractor”

KINNEY CONSTRUCTION SERVICES,
INC., an Arizona corporation

Jack W. Miller, Mayor

Mike Thomas, President

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
KINNEY CONSTRUCTION SERVICES, INC.

[Prescott Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
KINNEY CONSTRUCTION SERVICES, INC.

[Job Orders]

See following pages (to be attached subsequent to execution).



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

6. k.

Meeting Date: 09/26/2023
Contact Person: Frank Marbury, Public Works Director/Town Engineer
Department: Public Works
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve a Cooperative Purchasing Agreement with Haley Construction Company for job order contracting townwide construction services for an amount not to exceed \$500,000.

RECOMMENDED ACTION:

Approve the Cooperative Purchasing Agreement with Haley Construction Company for job order contracting townwide construction services for an amount not to exceed \$500,000.

SITUATION AND ANALYSIS:

This is an indefinite quantity and indefinite delivery Agreement for various townwide construction services, which may include, but are not limited to, building, altering, maintaining, repairing, improving, and demolishing public structures under the terms and conditions of the Prescott Contract and this Agreement.

Other Pertinent Documents Available Upon Request:

This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025, unless terminated as otherwise provided in this Agreement or the Prescott Contract (the "Term"). The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code:
Available:
Funding Source:

Attachments

JOC Haley Construction
 CPA Haley Construction



**Request for Statement of Qualifications
Standard Specifications and Contract Documents
Job Order Contracting Services for Citywide Construction**

Contract Number 2023-069

MAYOR AND COUNCIL:

Philip Goode, Mayor
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member
Steve Sischka, Council Member
Clark Tenney, Council Member

CITY CLERK:

Sarah M. Siep

Request for Statement of Qualifications

Job Order Contracting Services for Citywide Construction

DESCRIPTION: This Job Ordering Contract (JOC) is for a broad range of building, altering, maintaining, repairing, improving, or demolishing any public structure or building of various scopes and sizes on an as-needed basis at various project locations throughout the City of Prescott, Arizona. For projects determined by the City to be appropriate for this JOC, the City will request the contractor prepare a scope of work, cost proposal, and project schedule. If acceptable, the City will issue an individual job order agreement and direct the contractor to proceed with the work. The City anticipates that awarded contractors will be issued work, the contractor is neither guaranteed a minimum amount of work nor jobs. The City reserves the right to issue job order contracting agreements based on the ability of the contractor to meet the City's work schedule, the availability of trades and expertise in relation to each project.

BID OPENING: September 8, 2022, at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott, Arizona 86303.

In accordance with local and State law, sealed bids will be received by the Office of the City Clerk at 201 S. Cortez Street, Prescott, Arizona 86303, until 2:00pm on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time, and location. Any bid received at or after 2:00pm on the referenced date will be returned unopened.

Copies of Project Specifications and Contract Documents are available for inspection on the City's website at:

<https://www.prescott-az.gov/business-development/purchasing/bid-listings/open-bid-requests/>

PUBLISH: August 21, 2022

Request for Statement of Qualifications

Job Order Contracting Services for Citywide Construction

The City of Prescott is soliciting statement of qualifications for Job Order Contracting Services for Citywide Construction. Sealed requests including one (1) original, (not bound or stapled) will be opened on September 8, 2022, at the time and place indicated in Section 2.2.

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1.0 Solicitation Specifications

1.1 Project Description

This Job Ordering Contract (JOC) is for a broad range of building, altering, maintaining, repairing, improving, or demolishing any public structure or building of various scopes and sizes on an as-needed basis at various project locations throughout the City of Prescott. For projects determined by the City to be appropriate for this JOC, the City will request the contractor prepare a scope of work, cost proposal, and project schedule. If acceptable, the City will issue an individual job order agreement and direct the contractor to proceed with the work. The City anticipates that awarded contractors will be issued work, the contractor is neither guaranteed a minimum amount of work nor jobs. The City reserves the right to issue job order contracting agreements based on the ability of the contractor to meet the City's work schedule, the availability of trades and expertise in relation to each project.

1.2 Scope of Work

The City operates multiple facilities including Prescott Regional Airport, City Hall, Parks and Recreation Centers, Prescott Rodeo Grounds, 2 Wastewater Treatment Plants, 7 Water Wells, over one hundred Water and Wastewater Pump Stations, Police Stations, multiple Fire Stations, Public Works and Engineering Facility, and Library.

The Scope of work will include work tasks as requested and described below relating to a variety of citywide construction projects. These projects will include any or all of the following: earthwork and landscaping, structural, electrical, mechanical, plumbing, HVAC, drywall, painting, and any other related general contracting functions.

The following activities may be included in individual projects. If the contractor does not have direct expertise in some of these areas, they must demonstrate the knowledge needed to act as the general contractor utilizing specialty subcontractors for specific work elements.

Work Activities (including but not limited to):

- a. **Permit Management:** The attainment of permits from any and all jurisdictions which the project may require, including but not limited to the City of Prescott and Yavapai County.
- b. **Construction:** The physical construction of the work, through competitive subcontractor selection/bidding and/or self-performance as dictated by the unique needs of each individual project.
- c. **Cost Proposals:** Upon the request of the owner, project cost proposals may be submitted either as a lump sum or as a Guaranteed Maximum Price (GMP). GMP cost proposals shall be "open book" with full transparency provided to the Owner and any project allowance savings will be returned to the Owner at the end of the project.
- d. **Federal Compliance:** Where federal monies are utilized, the scope shall include prevailing wage compliance as per the Davis Bacon Act and

submission of weekly certified payroll. The City of will notify the contractor if federal grants are utilized.

- e. Project Close-Out: The preparation, maintenance, or modification of the Owner's project close-out documentation including, but not limited to: RLS certified survey as-built, CAD updates to as-built documents, operations and maintenance manuals, warranty manuals, turnover of certified payroll documentation (federal projects only), City, County, State, or Federal agency special close-out requirements, and maintenance personnel training (if applicable). Preparation of construction estimates. City staff may desire to use the contractor during capital project planning or design stages to perform construction estimates.

1.3 Contractor License

Contractor shall be a licensed contractor through the Arizona Registrar of Contractors and have the proper classification to perform the work specified in this contract.

1.4 Guarantee

The Contractor shall guarantee all work and operation of materials provided for one year after completion of the work and each offer shall provide a one-year warranty/guarantee against defects in materials, faulty workmanship and/or performance for all items required of the specifications. Contractor further warrants that all services provided under any job order agreement resultant of this Contract shall conform to the specifications of this Contract and any resulting job order agreement.

1.5 Ordering Work

Contractor shall provide the City with a written cost proposal for each project.

Proposals shall be itemized per the job pricing matrix and the job order cost proposal. Estimates are binding on the Contractor. However, conditions which will alter the original estimate may be brought to the attention of the City's Project Manager ("Project Manager") for approval. Such notification will occur quickly enough so as not to delay any project underway.

Contractor shall proceed with work only upon obtaining an off-site/ROW permit from the Engineering Department and the receipt of a purchase order. The City will waive any City permit fees.

1.6 Scope of Work Meeting

Prior to the commencement of any work on a project, a scope meeting will be held. Minimum attendance of the Contractor's staff shall include a responsible company official and the job superintendent. The agenda will include:

- a. Critical elements of the work schedule.
- b. The traffic control plans in writing.
- c. Coordination with the involved utility firms.

- d. Emergency telephone numbers for all representatives involved in the course of construction.
- e. Names and telephone numbers for all subcontractors proposed for use on the project

1.7 Contractor's Construction Schedule

The Contractor shall prepare and submit for approval a construction schedule outlining the proposed sequence of operations. The schedule shall conform to specific limitations of operations specified herein and to the approved traffic control plan, if needed.

1.8 Change in the Work

The Director may at any time, as the need arises, order changes within the scope of work of any job order agreement without invalidating the agreement. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written change order.

The Director also may, at any time, by issuing a written field order, make changes in the details of the work for any job order agreement. The Contractor shall proceed with the performance of any changes in the work so ordered unless the Contractor believes that such written field order entitles him/her to a change in Contract price or time, or both, in which event Contractor shall give the City written notice thereof within three days after the receipt of the field ordered change, and the Contractor shall not execute such changes pending the receipt of an executed change order or further written instruction from the City.

1.9 Layout, Field Measurements, and Inspection of Surfaces

Contractor shall be solely responsible for the accuracy of measurements and laying out their own work and shall make good any errors due to faulty measurements taken, information obtained, layout, or failure to report discrepancies. The City will assist the Contractor in establishing preliminary working lines and benchmarks.

The Contractor shall notify the Project Manager in writing of any defects noted in such surfaces that are to receive their work. The Project Manager will direct such surfaces to be remedied.

1.10 Inspection

City Inspectors ("Inspectors") will monitor the work site(s) to report as to the progress of the work, the manner in which it is being performed, and report whenever it appears that material furnished, or work performed by the Contractor fails to fulfill the requirements of the job order agreement. The Inspectors may direct the attention of the Contractor to such failures or infringement.

In a case of a dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the Director or designee. Inspectors are not authorized to revoke, alter,

enlarge, relax, or release any requirements of the specifications. Inspector shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

Inspection or supervision by the Director or designee shall not be considered as direct control of the individual worker and/or their work. The direct control shall be solely the responsibility of the Contractor.

1.11 Quality Assurance

The Contractor/Vendor is responsible for all laboratory tests and certifications to assure that the material is in conformance to the requirements set forth in this advertisement. Representative samples of the cover material, taken under the direct supervision of the Engineer, laboratory test results and certificates of compliance shall all be submitted to the Engineer. The Engineer may reject delivered base material if, in his opinion, the delivered material differs significantly from the representative sample.

1.12 Protection of Finished or Partial Finished Work

The Contractor shall properly guard and protect all finished or partially finished work and shall be responsible for the same until the entire contract is completed and accepted by the City. Partial payment on work so completed shall not release the Contractor from such responsibility, but they shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

1.13 Stockpile of Materials

The Contractor may, if approved by the Project Manager, place 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.

1.14 Supervision by Contractor

The Contractor shall supervise and direct the work and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall employ and maintain at the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The representative shall have full authority to act on behalf of the Contractor and all communications given to the representative shall be as binding as if given to the Contractor. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

1.15 Standard Specifications and Details

Except as otherwise noted, cost allocations of this project and all work done under this Contract shall be in accordance with these specifications and all applicable Uniform Standard Specifications For Construction sponsored and distributed by Maricopa Association of Governments (MAG), MAG Standard Details, the City supplements to MAG Standard Details, including the latest approved revisions thereto in force at the time of bid advertisement, which shall be referred to hereinafter as the "Standard Specifications." In all cases where accepted standards (American Water Works

Association (AWWA), American National Standards Institute (ANSI), American Association of State Highway and Transportation Officials (AASHTO), Arizona Department of Transportation (ADOT), American Society for Testing and Materials (ASTM), MAG, etc., are referred to in the "Standard Specifications," the latest revisions as of bid advertisement shall prevail.

1.16 Dumping and Disposal of Waste

The Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the Contractor, unless otherwise directed by the Director.

1.17 Clean Up

Clean up shall include the removal of all excess materials in conjunction with the project accumulated on any driveways, curbs, landscaping, or any other surface. No special payment will be made for this item.

The Contractor shall, upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site of the work and public right-of-way in a neat and clean condition. No special payment will be made for this item.

1.18 Dust Prevention

The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project to the satisfaction of the Director and in accordance with the requirements of the Yavapai County Health Department Air Pollution Control and Environmental Protection Agency (EPA) regulations. Contractor will work under the City's Dust Control permit.

1.19 Miscellaneous Removal and Relocations

Miscellaneous removals and relocations shall be construed to mean the removal of all unsuitable materials whether designated or allied by the plans and specifications and shall include but not be limited to the removal of such items as pipes, concrete, asphalt, block, brick, rock, metal, etc. of every nature and description, unless such items are specifically designated in a separate line item. Certain items require temporary removal and reinstallation such as mailbox stands, signposts, survey monument frames and covers, etc., and are included in this category.

1.20 Traffic Control

Most projects will be small enough where major traffic control will not be required. Quotes will be requested for each project. If the need for major traffic control arises for a certain project the cost for traffic control can be added as a separate line item. Any revisions shall be submitted to Public Works for review and approval.

All traffic shall be regulated in accordance with MAG Specifications and the Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall have the full responsibility and liability for traffic control under each job order agreement. The Contractor shall submit a Traffic Control Plan to the Public Works Department for approval prior to beginning any work under any job order agreement. It shall be noted that Traffic under this Contract shall include all motor vehicles, bicyclists, and pedestrians.

The Contractor shall notify all adjacent or affected residents or businesses at least 48 hours in advance of any street, alley, sidewalk, and driveway closures and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.

Access shall be maintained to adjacent businesses at all times during construction. Where property has more than one point of access, no more than one access shall be restricted or closed at any one time. Access to adjacent private driveways shall be maintained during all non-working hours.

No measurement will be made for traffic control. No payment will be made for traffic control the cost thereof shall be included in the price bid submitted for the construction or installation of the items to which such traffic control is incidental or appurtenant.

1.21 Survey Control Points

Existing survey monuments shall be protected by the Contractor or removed and replaced under the direct supervision of the City Department Prior to construction, it is the responsibility of the Contractor to notify the City of any survey monuments which need to be referenced off. Any monuments which are lost and have not been referenced off due to the Contractor's negligence and lack of notification to the City shall be replaced at the Contractor's expense. Lot corners shall not be disturbed without knowledge and consent of the property owner and only after such corner has been properly referenced for replacement.

1.22 Protection of Existing Facilities

The Contractor shall protect all existing facilities during construction. Utility poles that may be affected by the construction activities shall be protected and/or braced by the Contractor. The Contractor shall notify the appropriate Utility Company or agency of any construction that may affect their facilities and state the course of action, which will be taken to protect same.

1.23 Testing of Materials

Most projects will be small enough where testing is not required. All tests shall be done according to the City and results certified by an independent laboratory approved by the City. All material testing should be included in the project price.

1.24 Cooperation with Utilities

The Contractor shall comply with the requirements of the A.R.S 40-360.21 through 40-360.43 in notification to the interested utility owners prior to the start of construction and shall ascertain the approximate locations of the various underground utilities shown on the plans, and as may be brought to their attention. The exact location of these underground utilities shall be determined by excavations made by the Contractor prior to any trenching operations. When the Contractor's operations result in damage to any

utility, the location of which has been brought to their attention, they shall assume full responsibility for such damage.

- a. The Contractor shall contact the City's Public Works Department for blue staking of all traffic signals, when required.
- b. The Contractor shall assume full responsibility for all damage to all utilities, the locations of which have been made known to them due to their operations, and shall repair the damaged utilities as required herein, at their own expense.
- c. It is the Contractor's sole responsibility to coordinate with the utility companies to have any conflicts between existing utilities and the new construction project resolved. The City will not be held responsible for any delay claims due to such conflicts.
- d. Any waterlines or fire hydrants damaged during construction shall be replaced at the Contractor's expense as per the requirements of the MAG Standard Specifications.
- e. No water valve, sewer manhole or clean out shall be left damaged or inaccessible for more than seven working days. If deficiencies are not corrected within the prescribed time period, the necessary repairs will be affected by the City at the Contractor's expense.

1.25 Required Permits

Contractor will be responsible for any required permits either City or any other agency.

1.26 Independent Contractor

1.26.1 General

- a. The Contractor acknowledges that all services provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City.
- b. Both parties agree that this Contract is nonexclusive, and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing their profession elsewhere.

1.26.2 Other Benefits

The Contractor is an independent contractor; therefore, the City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits

shall be the sole responsibility of Contractor.

1.27 Inspections

All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be remedied immediately by the Contractor.

1.28 Project Completion

Project Completion is full completion of all construction associated with a job order agreement, including, but not limited to, punch list items, close out documentation, Operation & Maintenance manuals, warranties, and record drawings as certified by the Architect or Engineer of record.

1.29 Award

This contract will be awarded to the responsible bidder(s) whose bid conforms to the invitation and whose bid is the most advantageous to the City concerning price, conformity to the specifications and other factors. The City may, at its discretion, award multiple contracts if determined to be in the best interest of the City. The Prescott City Council reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of the City of Prescott. Past performance on City projects or other public projects will be evaluated in awarding contracts, and the City may decide to award to a contractor who is not the low bidder. Each bidder must include delivery and a corresponding delivery charge on Form B (Price Sheet) for each material type that the bidder offers. The primary delivery location for the material will be to the City facilities located along Sundog Ranch Road; however, occasional deliveries will be required to specific job sites within the Prescott City limits. The delivery location for slurry and concrete will always be to specific job sites within the Prescott City limits.

2.0 Solicitation Process Requirements

2.1 Communications with the City and Request for Information

All communications regarding this solicitation must be directed in writing to the Department. Unless authorized by the Director, no other City official or employee is empowered to speak for the City with respect to this solicitation. Bidders are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Bidders are cautioned against contacting any City official or employee other than the City Contact for this solicitation. Failure to observe this requirement may be grounds for rejection of Bidder's bid.

The City's buyer for this solicitation is:
 Tim Legler, Deputy Recreation Services Director
 Recreation Services
 E-mail: tim.legler@prescott-az.gov

Requests for information must be received by the Project Manager by **5:00 PM on Thursday,**

September 1, 2022. Responses or addenda will be issued **no later than 05:00 PM on Friday, September 2, 2022.** It is the prospective proposer's full responsibility to check the City's website at <http://www.prescott-az.gov/business/bids/> for Addenda related to this procurement. Signed copy of all addenda must submitted with the proposal package.

2.2 Schedule

2.2.1 Solicitation Advertisement

August 21, 2022

2.2.2 Bid Opening [one (1) original, not bound or stapled]

Thursday, September 8, 2022, at 2:00pm
City of Prescott City Clerk's Office
Council Chambers
201 South Cortez Street
Prescott, AZ 86303

2.3 Addenda

Changes to this solicitation will be made only by addenda issued by the CITY'S Contact. It is the bidder's responsibility to check for any addenda prior to submitting a bid. All addenda issued by the City shall become a part of the specifications of this solicitation and will be made part of the resulting agreement.

2.4 Proprietary Material

A Bidder shall clearly mark any proprietary information contained in its bid with the words "proprietary information." Bidder shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a bid as proprietary may result in rejection of the bid. Bidders should be aware that the City is required by law to make its records available for public inspection. The Bidder, by submission of materials marked proprietary, acknowledges, and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose these materials.

2.5 Multiple Bids

A Bidder may submit multiple bids for any solicitation however, each bid must be submitted separately (in its own complete package) from the others.

2.6 Delivery of Bids

Sealed bids one (1) original must be received at the City Clerk's office no later than the date and time listed in Section 2.2. The bids will be opened and read publicly in the Conference Room at that time.

If the bid is delivered by the U.S. Postal Service, the bid should be addressed to:

Job Order Contracting Services for Citywide Construction
C/O the City Clerk's Office
201 South Cortez Street
Prescott, AZ 86303

Bidder shall enclose one (1) original bid, not stapled, or bound, in a sealed envelope. The envelope should identify the Bidder's name, mailing address, Title, and the time and date of opening. The City shall not consider late bids, telegraphic (fax) or telephone bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of bids. Bids received after the deadline will be returned unopened. A Bidder may submit multiple bids for any solicitation however, each bid must be submitted separately (in its own complete package) from the others.

2.7 Cost of Bids

The City shall not be liable for any costs incurred by Bidder in the preparation and submittal of a bid(s) in response to the solicitation or in the participation of any part of the procurement process.

2.8 Errors in Bids

Bidder is responsible for all errors or omission in their bids, and any such errors or omission will not serve to diminish their obligations to the City.

2.9 Withdrawal of Bids

A bid may be withdrawn by written request of the Bidder prior to the bid due date and time listed in Section 2.2. No bid may be withdrawn for a period of 60 calendar days after the bid due date and time.

2.10 Changes in Bids

Prior to the bid due date and time listed in Section 2.2, a Bidder may make changes to its bid provided the change is initialed and dated by the Bidder. Corrections and/or modifications received after the closing time specified will not be accepted.

2.11 Rejection of Bids

The City reserves the right to reject any and all bids and to waive any immaterial defects and irregularities in bids.

2.12 Disposition of Bids

All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.

2.13 Incorporation of Solicitation and Response in Agreement

This solicitation, including all attachments and addenda, and all promises, warranties, commitments, and representations in the successful bid shall be binding and shall become obligations of the agreement.

2.14 Protests

Any protest of a notice that a bid is non-responsive must be filed by 5:00 p.m. on the third business day after such notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and is filed with the City Clerk's Office, 201 S Cortez Street, Prescott, AZ 86303. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of

this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Bidder(s). The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other bidder.

2.15 Bid Submittal

Bid one (1) original (not stapled or bound) must be sealed and the envelope must clearly indicate the information as described in Section 2.9. Bidder must fully complete and submit the following documents:

- 2.4.1 Bid Form A - Bidder Response
- 2.4.2 Bid Form B – Job Pricing Matrix
- 2.4.3 Bid Form C - Bid Certification
- 2.4.4 Bid Form D - Non-Collusion Certificate
- 2.4.5 Bid Form E – Certificate of Ownership
- 2.4.6 Bid Form F – Bidder Qualifications, Representations and Warranties
- 2.4.7 Bid Form G – Subcontractor’s List

3.0 General Contract Terms and Conditions

3.1 Entire Agreement

This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. The City’s NIB/RFB, all addenda to the NIB/RFB, and the Contractor’s response to the NIB/RFB are explicitly included in this contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City’s NIB/RFB; the City’s NIB/RFB; and the Contractor’s response to the NIB/RFB.

3.2 Term

The initial term of the contract shall be for a period of two (2) years. The contract may be extended for additional one (1) year period up to a total of three (3) additional years, with the mutual consent of the City of Prescott and Contractor. The contract shall commence when the contract is fully executed. Extensions allowed for in this paragraph 3.2 may be done administratively, without additional City council action. Extensions shall be memorialized in writing, agreed to and signed by both parties in an amendment.

3.3 Title

Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until City receives items at the delivery point.

3.4 Schedule

The Contractor shall deliver the items or render the services as stated in the Contract. At the City’s option, the Contractor’s failure to timely deliver or perform may require

expedited shipping at the Contractor's expense or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City of such difficulty and the length of the anticipated delay.

3.5 Invoicing

All invoices shall be emailed to the project manager and reviewed for accuracy prior to submission and payments.

3.6 Payment

Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice.

3.7 Unlawful Overcharges

The Contractor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.

3.8 Price Warranty

The Contractor warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Contractor warrants that price shown on this Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.

3.9 Warranties

The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

3.10 Equal Employment Opportunity

During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.

3.11 Discrimination in Contracting

The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction, and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the

basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

3.12 Record-Keeping

The Contractor shall maintain, for at least 12 months after expiration or earlier termination of the term of this Contract, relevant records, and information necessary to document the Contractor's utilization of other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the Contractor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.

3.13 Publicity

The Contractor shall not advertise or publish the fact that the City has contracted to purchase items from the Contractor without the City's prior written approval.

3.14 Proprietary and Confidential Information

The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings, or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges, and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.

3.15 Indemnification of City against Liability

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City of Prescott, its employees, officers, agents, representatives, directors, and officials from and against all claims, damages, losses, expenses (including but not limited to attorney fees, court costs, and costs 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 employees, agents or any tier of subcontractors in the performance of this Contract; Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to or impairment, whether or not recovered under Workmen's Compensation law, destruction or property including loss of use resulting there from, or arising out of the failure of the Contractor or those acting under Contractor to conform to any statutes, ordinance, regulation, law or court decree. It is the intent and agreed to by the parties to this contract that the City of Prescott shall, in all instances, be indemnified against all liability, losses and damages of any nature whatever resulting from injuries to or death of persons or damages to or destruction of

property belonging to any person arising out of or in any way connected with the performance of this contract, whether the liability, loss or damage is caused by, or alleged to be caused in whole or in part by the negligence or fault of the Contractor or of its officers, agents or employees, or subcontractors.

3.16 Compliance with Law

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States, the State of Arizona, Yavapai County; the Prescott City Charter, the Prescott Municipal Code, and ordinances of The City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers, as may be applicable.

3.17 Licenses and Similar Authorizations

The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

3.18 Taxes

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment, and improvements; and taxes on the Contractor's interest in this Contract.

3.19 Tax ID Number

Bidder must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Bid Section. A City of Prescott Sales Tax Number, if applicable, must also be supplied.

3.20 Americans with Disabilities Act

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. If the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

3.21 Adjustments

At any time, the City may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

3.22 Amendments

Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties.

3.23 Price Adjustment

If the Contractor wishes to increase its prices for a contract extension, the contractor shall provide written notice to the City not less than sixty (60) days prior to the expiration of the original term of the contract (or any extension hereof). The City will consider a fully documented request for price increases. The requested increase shall be based upon a cost increase to Contractor that is directly correlated to the price of the product concerned. City shall determine whether the requested price increase or an alternate option, is in the best interest of City. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.

3.24 Acceptance by City

City reserves the right to accept or reject the request for a price increase. If City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.

3.25 Price Reduction

Contractor shall offer City a price reduction for its products concurrent with a published price reduction made to other customers.

3.26 Estimated Quantities

Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by City. City reserves the right to increase or decrease the quantities required. The City does not guarantee and maximum or minimum amounts of purchase.

3.27 Assignment

Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.

3.28 Binding Effect

The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

3.29 Waiver

The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

3.30 Applicable Law

This Contract shall be construed under the laws of the State of Arizona. The venue for any action relating to this Contract shall be in the Superior Court for Yavapai County, State of Arizona.

3.31 Remedies Cumulative

Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

3.32 Severability

Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

3.33 Gratuities

The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Contract upon one (1) calendar days' notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.

3.34 Termination**3.34.1 For Cause**

Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other within thirty calendar days after notice of breach has been provided to such other party.

3.34.2 For Reasons Beyond Reasonable Control of a Party

Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

3.34.3 For Public Convenience

The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City.

3.34.4 Notice

Notice of termination for convenience shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

3.35 Major Emergencies or Disasters

The following provision shall be in effect only during major emergencies or disasters. The City is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the City is contracting with the Contractor under the following terms and conditions: Contractor shall provide to the City, upon the City's

request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Contractor, the Contractor shall make such delivery as soon as practicable. If the Contractor is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Contractor shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Contractor has obtained prior approval from the City for such substitution. The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

3.36 Contractor Immigration Warranty

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with 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. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any 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.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.0 Standard Bid Information

4.1 Default by Bidder

In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Director.

4.2 Litigation

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or any other state or federal statute.

4.3 Cooperative Use of Contract

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

4.4 Brand Names

Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.

5.0 Instructions for Submittal Forms

5.1 Form A – Solicitation Response Cover Sheet

Bidder shall complete, sign, and submit Form A as the first page of the bid package.

5.2 Form B – Job Pricing Matrix

Bidder shall certify that its bid will be valid for 90 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.

5.3 Form C – Bid Certification

Bidder shall complete, sign, and submit Form C.

5.4 Form D – Non-Collusion Certificate

Bidder shall complete, sign, and submit Form D.

5.5 Form E – Certificate of Ownership

Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.

5.6 Form F – Bidder Qualifications, Representations and Warranties

5.6.1

The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to perform the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

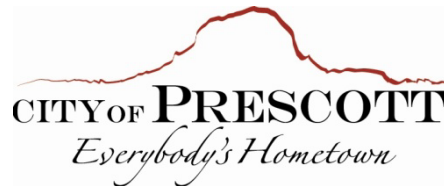
5.6.2

Bidder shall provide two (2) references, a sub-contractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign and submit Form F.

5.7 Form G – Subcontractors List

Bidder shall complete and submit Form G completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations that they may utilize for projects as subcontractors.

Construction Contract



Job Order Contracting Services for Citywide Construction

Contract No. 2023-069

THIS AGREEMENT made and entered into this 11th day of October 2022, by and between Haley Construction Company of the city of Prescott, county of Yavapai, state of Arizona, hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Job Order Contracting Services for Citywide Construction and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Notice Inviting Bids, Project Plans and Specifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, Addenda, Contractor Bid Proposal as accepted by the Mayor and Council per Council Minutes of October 11, 2022, Proposal Guarantee, Performance Bond, Payment Bond, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The initial term of the contract shall be for a period of two (2) years. The contract may be extended for additional one (1) year period up to a total of three (3) additional years, with the mutual consent of the City of Prescott and Contractor. The contract shall commence when the contract is fully executed.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract Documents, and approved quotes, for the full and satisfactory completion of all work as set forth in the Project Plans, Specifications and Contract Documents. Retention shall be in accordance with A.R.S. § 34-221, if applicable.

ARTICLE V - CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum according to the table in MAG 108-1 in section 108.9, per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum according to the table in MAG 108-1 in section 108.9 per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees, or any of the Contractor's subcontractors. In the event that the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XIII – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the

Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIV – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XV - MISCELLANEOUS:

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Public Works Director
City of Prescott
433 N. Virginia Street
Prescott, Arizona 86301

Haley Construction Company
PO Box 831, 1933 Rocky Dells Dr
Prescott AZ 86302
diane@haleyconstructionaz.com

- E. This Agreement shall be construed under the laws of the State of Arizona.
- F. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become

part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

- G.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- H.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- I.** Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.
- J.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit “A”.
- K.** Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- L.** Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott”, as that term is defined in A.R.S. § 35-393, of Israel.

ATTEST:

Witness, if Contractor is an Individual

Diane Travis

Haley Construction Company
(Authorized Signature)

By: Diane Travis

(Printed Name)

Title: CFO

Email: Diane@HaleyConstructionAZ.com

City of Prescott, a municipal corporation:

Philip R. Goode

Philip R. Goode, Mayor

ATTEST:

Sarah M. Siep

Sarah M. Siep, City Clerk

APPROVED AS TO FORM:

Matthew Podracky

Joseph D. Young, City Attorney
MATTHEW PODRACKY, FOR

Form A – Solicitation Response Cover Sheet**Job Order Contracting Services for Citywide Construction**

Please note all that apply:

- ☐ Job Pricing Matrix
- ☒ Addenda Number(s) Received (if any)
- ☐ Original Forms A through G

Business Name: HALEY CONSTRUCTION COMPANYBusiness Address: PO BOX 831, 1933 ROCKY DELLS DR.PRESCOTT, AZ 86302Business Phone: (928) 445-1281Business Contact: DIANE TRAVISContact Email: DIANE@HALEYCONSTRUCTIONAZ.COMContractor Comments: FEDERAL TAX ID NUMBER 86-0182772ARIZONA TRANSACTION PRIVILEGE TAX NUMBER 13021457

Form B – Job Pricing Matrix



Job Order Contracting Services for Citywide Construction

Company Name: HALEY CONSTRUCTION COMPANY

JOC MATRIX	\$1.00 - \$50,00.00	\$50,001.00 - \$100,000.00	\$100,001.00 - \$300,000.00	OVER \$300,001.00
INDIRECT COSTS				
General Contractor Overhead	6%	6%	6%	6%
General Contractor Profit	12%	10%	9%	8%
Subcontractor	No Additional Markups	No Additional Markups	No Additional Markups	No Additional Markups
Bonds	1.44%	1.44%	1.44% per \$100,000	1.44% per \$100,000 up to \$1,999,999
Insurance	1.75%	1.75%	1.75%	1.75%
AZ/County/City Tax	5.585%	5.585%	5.585%	5.585%
Total Indirect Costs %	26.78%	24.78%	23.78%	22.78%

Signature of Company Official

09/08/22

Date Signed

CFO

DIANE@HALEYCONSTRUCTIONAZ.COM

Title

Email Address

HALEY CONSTRUCTION COMPANY

928-445-1281

Company Name

Phone Number

PO BOX 831, 1933 ROCKY DELLS DR

Address

PRESCOTT, AZ

86302

City / State

Zip Code

Form C – Bid Certification**Job Order Contracting Services for Citywide Construction**Company Name: HALEY CONSTRUCTION COMPANY

The undersigned Bidder hereby certifies as follows:

- C1 That he/she has read The City of Prescott's solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Date Issued
1	08/26/2022

- C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

- C3 That the Bidder's bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Job Pricing Matrix
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties
7. Form G – Subcontractor's List

- C4 That the Bidder's bid is valid for 90 days.

Dated this 8 day of SEPTEMBER 2022.

Signature

DIANE TRAVIS

Written Name

928-445-1281

Phone Number

DIANE@HALEYCONSTRUCTIONAZ.COM

Email Address

Form D – Non-Collusion Certificate**Job Order Contracting Services for Citywide Construction**

Company Name: HALEY CONSTRUCTION COMPANY

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this 8 day of SEPTEMBER 2022.

Diane Travis

Signature

928-445-1281

Phone Number

DIANE TRAVIS

Written Name

DIANE@HALEYCONSTRUCTIONAZ.COM

Email Address

Form E – Certificate of Ownership**Job Order Contracting Services for Citywide Construction**

Company Name: HALEY CONSTRUCTION COMPANY

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this 8 day of SEPTEMBER 2022.

Diane Travis
Signature

928-445-1281

Phone Number

DIANE TRAVIS
Written Name

DIANE@HALEYCONSTRUCTIONAZ.COM
Email Address

Form F – Bidder Qualifications, Representations and Warranties



Job Order Contracting Services for Citywide Construction

Company Name: HALEY CONSTRUCTION COMPANY

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors – Bidder submits as Attachment 4 to this Bid Form A, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm's name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: YAVAPAI COLLEGE

Address: 1100 E. SHELDON ST.
PRESCOTT, AZ 86301

Contact Person: DAVID LAURENCE

Phone Number: 928-717-7666

Reference #2

Firm Name: Embry Riddle Aeronautical University
 Address: 3700 WILLOW CREEK ROAD
PRESCOTT, AZ 86301
 Contact Person: BRAD SINN
 Phone Number: 928-777-3734

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

- F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this 8 day of SEPTEMBER 2022.



Signature

928-445-1281

Phone Number

DIANE TRAVIS

Written Name

DIANE@HALEYCONSTRUCTIONAZ.COM

Email Address

Form G – Subcontractors List



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: J CO CONTRACTING LLC Address: PO BOX 3787 PRESCOTT, AZ 86302 Phone #: 928-277-4617 License #: 239181	CONCRETE AND MASONRY
Name: TBE CONSTRUCTION LLC Address: 9880 N MARTINGALE WAY PRESCOTT VALLEY, AZ 86315 Phone #: 928-308-9266 License #: 304111	WOOD FRAMING
Name: LEGACY ROOFING LLC Address: 1450 BUILDERS WAY PRESCOTT, AZ 86301 Phone #: 928-460-4430 License #: 253824	ROOFING
Name: C&I SHOW HARDWARE Address: 1209 N STADEM DRIVE TEMPE, AZ 85281 Phone #: 928-237-4556 License #: 300416	ACCESS CONTROL, DOORS AND DOOR HARDWARE

**Use additional form(s) if needed*

Form G – Subcontractors List
- Continuation



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: COMMERCIAL GLASS COMAPNY LLC Address: 8732 E VALLEY ROAD PRESCOTT VALLEY, AZ 86314 Phone #: 928-925-7992 License #: 246476	GLAZING AND STOREFRONTS
Name: TOTAL BUILDING SYSTEMS Address: 440 SOUTH 7TH STREET COTTONWOOD, AZ 86326 Phone #: 928-649-0131 License #: 146485	DRYWALL, STEEL STUD FRAMING, ACOUSTICAL CEILINGS
Name: BARRETT FLOORS LLC Address: 491 EZ STREET PRESCOTT, AZ 86301 Phone #: 928-227-3278 License #: 268407, 327048, 326614	FLOORING, FINISH CARPENTRY
Name: YAVAPAI MECHANICAL LLC Address: 5860 N FULTON DR. PRESCOTT VALLEY, AZ 86314 Phone #: 928-445-8450 License #: 222425, 222426	PLUMBING AND HVAC

**Use additional form(s) if needed*

Form G – Subcontractors List
- Continuation



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: KEVIN LOLLAR ELECTRIC LLC Address: P.O. BOX 1393 PRESCOTT, AZ 86302 Phone #: 928-778-2523 License #: 153800	ELECTRICAL
Name: CABLE SOLUTIONS Address: 2461 N ARIZONA AVE CHANDLER, AZ 85225 Phone #: 480-968-8601 License #: 139418	LOW VOLTAGE, COMMUNICATIONS
Name: FANN CONTRACTING INC. Address: PO BOX 4356 PRESCOTT, AZ 86302 Phone #: 928-778-0170 License #: 204153	EARTHWORK
Name: VICENTE LANDSCAPING Address: 2600 STEARMAN RD. SUITE C PRESCOTT, AZ 86301 Phone #: 928-363-1601 License #: 200432	LANDSCAPING

**Use additional form(s) if needed*



Public Works Department

433 N. Virginia Street
 Prescott, Arizona 86301
 (928) 777-1130

ADDENDUM NUMBER ONE

FOR THE

Job Order Contracting Services for Citywide Construction

DATE OF ADDENDUM: August 26, 2022

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

The following addendum shall be made part of the Project Specifications and Contract Documents. All other provisions of the Contract Documents remain unchanged. The Bidder shall acknowledge receipt of this Addendum on page 32 of the Bid Proposal form, in addition to signing below and returning this form with the bid package. The contents of this Addendum shall be given full consideration in the preparation of the Bid.

Remove and replace Form C Bid Certification

Correct C3 to show 2. Form B- Job Pricing Matrix.

Correction to Page 3 Contents Form B

Correct from Price Sheet to be Job Pricing Matrix.

Add to the RSOQ 2.16 Evaluation Criteria

2.16 Evaluation Criteria

The SOQ shall clearly and accurately display the capability, knowledge, and experience of the firm to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The SOQs will be evaluated by a Review Committee appointed by the City according to the following criteria with equal values in each category:

- a. General Information
- b. Experience and Qualifications
- c. Value Added Knowledge and Experience – the company must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.
- d. Job Pricing Matrix

- END -

City of Prescott

Tim Legler
Tim Legler, Deputy Recreation Services Director

8/26/2022
Date

Acknowledgement: (must be signed and turned in with the bid documents)

HALEY CONSTRUCTION COMPANY
Company Name
Diane Travis
Signature of Company Official

09/08/2022
Date

JOC PROJECT TEAM



Allan Crary



Principal/Project Director

Gillian Haley



Principal/Project Director

Jeff Falls



JOC Project Manager

Diane Travis



CFO/ Project Documentation

Harry Polley



**Superintendent
ERAU - JOC**

Matt Gillis



**Superintendent
YCC/COP - JOC**

Kathy Wright



Project Engineering

Michael Osborne

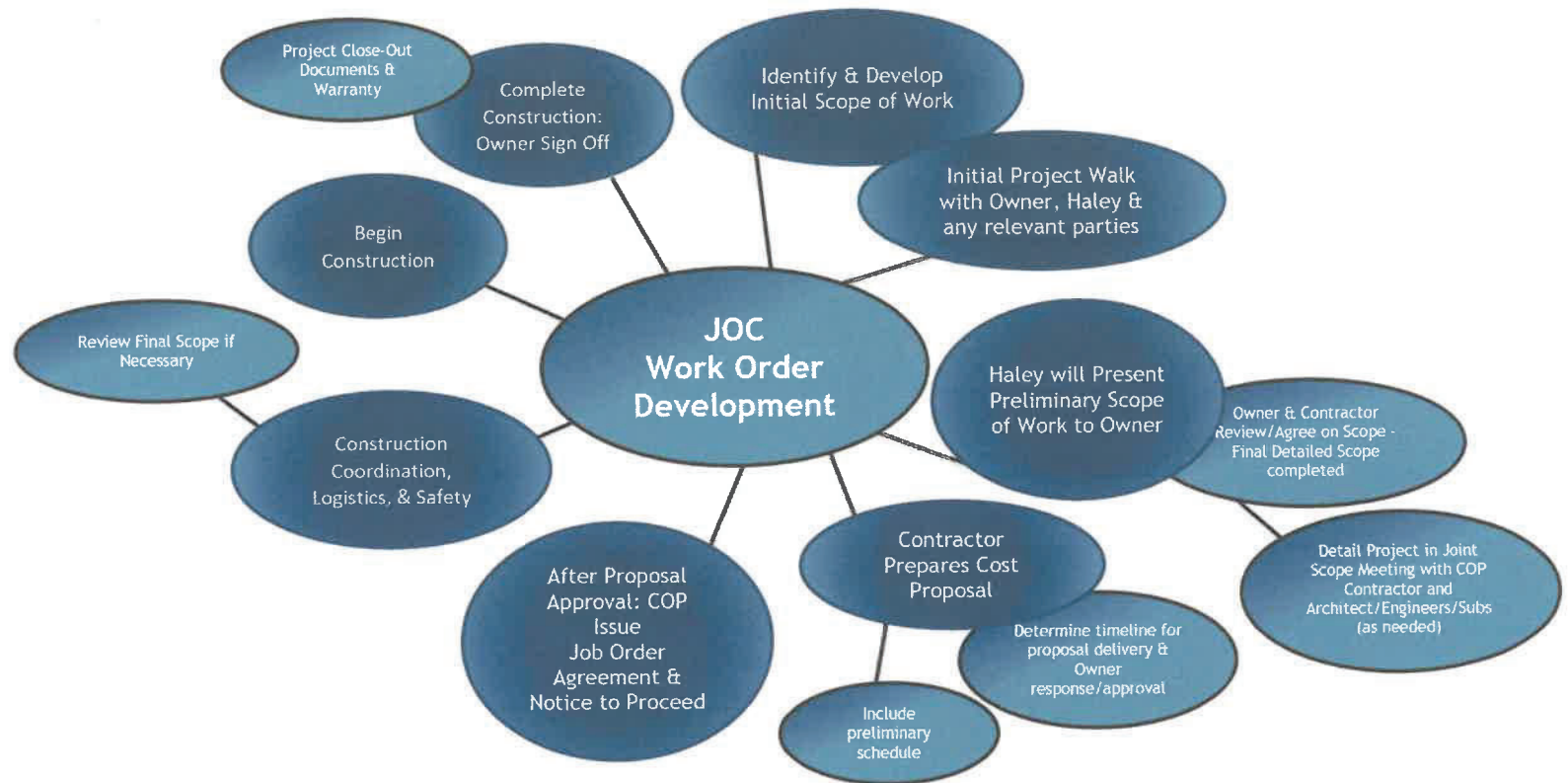


**Project Engineering
Estimating**

JOC PROJECT EXPERIENCE

JOC EXPERIENCE			
PROJECT NAME	PROJECT DESCRIPTION	DATE	STATUS
Yavapai College PAC Improvements	Replace finishes throughout the front of house and lobby portions of the Performing Arts Theater	2021	COMPLETE
Yavapai College PAC Restroom Addition	Add new restroom to back of house area	2021	COMPLETE
Yavapai College Library Restroom Repairs	Make repairs to walls to prevent further damage to restroom toilets and walls	2021	COMPLETE
Yavapai College PAC Theater Lighting	Replace dated LED lighting with new LED lighting	2021	COMPLETE
Yavapai College Fire Lane Concrete Replacement	Replace concrete sidewalks at fire lane between buildings 2 and 3	2021	COMPLETE
Yavapai College Campus Concrete Replacement A	Replace concrete sidewalks at various locations on campus	2022	COMPLETE
Yavapai College Campus Concrete Replacement B	Replace concrete sidewalks at various locations on campus	2022	COMPLETE
Yavapai College Library Exterior Steel Re-Paint	Repaint all existing exposed exterior steel on building	2022	COMPLETE
Yavapai College CTEC Roof Rebuild	Rebuild roof area at entry	2022	IN PLANNING
Yavapai College Building 3 Improvements	Interior improvements at cafeteria area	2022	IN PLANNING
Embry-Riddle University Library Data/Power Additions	Add new power and data drops to newly installed shelving and testing desks	2021	COMPLETE
Embry-Riddle University Flight Line F-6 Remodel	Remodel existing offices into new testing center	2022	COMPLETE
Embry-Riddle University Volleyball Court Improvements	Replace existing sand rework concrete and utilities replace equipment	2021	COMPLETE
Embry-Riddle University West Ramp Improvements	Add future temp building pad, Add concrete stairs, handrail, and rework fencing.	2022	COMPLETE
Embry-Riddle University Covid Cottage	Convert existing wood framed temp building into Covid-19 testing facility	2021	COMPLETE
Embry-Riddle University T-2 Dorms Closet Improvements	Rework existing dorm closets to accommodate new furniture	2022	COMPLETE
Embry-Riddle University Flight Line Temp Building Power	Upgrade electrical power and add power and data to newly set temp classroom buildings	2022	IN CONSTRUCTION
Embry-Riddle University Building 19 Remodel	Convert existing digital music and video classroom into new offices	2022	IN CONSTRUCTION
Embry-Riddle University Observatory Slabs	Demo and reconstruct new footings and slab for small observatory building	2022	IN PLANNING
City of Prescott New City Hall 3 rd Floor Remodel	Convert existing built out spaces and raw spaces into new offices and City Council chambers	2022	IN CONSTRUCTION

JOC PROJECT TIMELINE





September 8, 2022

Tim Legler
Deputy Recreation Services Director
Recreation Services

Re: Request for Qualifications - Job Order Contracting Services for Citywide Construction

To the honorable Mayor Phil Goode and esteemed members of the Prescott City Council:

Thank you for taking the time to review our Statement of Qualifications for the Job Order Contract General Construction Services. We appreciate your interest in Haley Construction and look forward to having an opportunity to serve you and welcome the trust that you place in us as a respected contractor. Our commitment to the city and the people of Prescott is to provide the security and confidence that is needed to ensure the repeated successful completion of high-quality construction projects while adding value to your facilities.

Haley Construction has been based in Prescott since 1960 and has led the way in industry advancements and innovative construction techniques for more than 6 decades. As the first local contractor to specialize in multiple alternative delivery methods such as Design-Build, Construction Manager at Risk, and Job Order Contracting we understand the importance of adaptability and delivering personalized building solutions to our clients.

Throughout those six decades, and 3 generations of our family business, Haley has been working with, and building for the City of Prescott, as well as the other surrounding municipalities. From completing a 1970s remodel of the lower level of the existing City Hall into a conference room and an alternate emergency command post to the remodel of the new City Hall building that Haley is currently completing for the City through a JOC contract, we value our decades long relationship with the City of Prescott. I believe our continued relationship and our involvement in many City projects over the years is a testament to our commitment to provide only the highest quality and economically practical services to the City of Prescott. As long-standing members of this community, we do not only see this as standard of our business, but as obligation to our fellow community members.

We believe our experience, our deep roots within the local construction trades, and our community involvement make Haley Construction an ideal fit to be your JOC Contractor, Construction Manager, and General Contractor. With more than 3,000 projects completed in Yavapai County, we pride ourselves on approaching each client with dedication and professionalism and take ownership in the success of each project. Our entire team is familiar with working through the JOC delivery method, and we have a deep understanding of the process development of a JOC Work Order. This process is distinct in that it requires a team with the knowledge, experience, and understanding to take a project, of any size, efficiently from inception through scope development and ultimately to successful completion. Efficiency is key in a successful JOC relationship. At Haley Construction we are uniquely poised with our current working knowledge of Job Order Contracting and our trained JOC team to partner with the City of Prescott in this capacity in a smooth, streamlined, and proven process.

We are straight forward, honest, and accountable. We will work to ensure that each project stakeholder participates with these values in mind and works transparently with all project team players, associated subcontractors, architect(s) and design team, consultants, and all government entities. Choosing Haley translates into resources, relationships, and skills that are well-suited to deliver the highest level of quality, best value in pricing and material analysis, and the most efficient reviews of construction technique and scheduling oversight to

1933 ROCKY DELLS DRIVE PRESCOTT, AZ 86303
928.445.1281 | HaleyConstructionAZ.com

Residential: ROC 025486-B | Commercial: ROC 075583 B-01



your project. We provide hands-on involvement of highly experienced project superintendents, while also offering the personal involvement of our company principals and executive team.

With Haley Construction you are not just another client and another construction project - this is the opportunity to continue a long-term relationship based on a personal investment and desire to achieve success in our shared community. We recognize this is more than simply choosing a builder - it is about finding a partner that will work tirelessly with you to achieve your vision. Our track record over 67 years of no litigation or arbitration with any client, and three generations of completing successful projects proves that we are that partner - it is what sets us apart from our competitors. Respectfully, we would be honored to continue working with the City of Prescott.

Sincerely,

A handwritten signature in blue ink, which appears to read "Gillian Haley-Meierbachtol", followed by a long horizontal line extending to the right.

Gillian Haley-Meierbachtol
Principal

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
HALEY CONSTRUCTION COMPANY**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of _____, 202_, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Haley Construction Company, an Arizona corporation (the “Contractor”). The Town and Contractor are the only parties to this Agreement; they are each individually a “Party,” and together they are the “Parties.”

RECITALS

A. After a competitive procurement process, the City of Prescott, Arizona (“Prescott”) entered into Contract No. 2023-069, dated October 11, 2022, the (“Prescott Contract”), for the Contractor to provide job order contracting services for citywide construction. A copy of the Prescott Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such materials and services under the Prescott Contract, at its discretion and with the agreement of the awarded Contractor.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with construction materials and services, as more particularly set forth in Section 2 below on an as-needed basis (the “Materials and Services”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 202_ (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the Prescott Contract. The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a “Renewal Term”) if (A) it is

deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) the term of the Prescott Contract has not expired, (C) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term, and (D) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the Prescott Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of its then-current term; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting an extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, the Contractor shall be deemed to affirmatively assert that (A) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of this Agreement, and (B) any and all claims, known and unknown, relating to this Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for various citywide construction services, which may include, but are not limited to, building, altering, maintaining, repairing, improving, and demolishing public structures under the terms and conditions of the Prescott Contract and this Agreement. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases of such Materials and Services will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the Parties in a written invoice, quote, work order, job order, or other form of written agreement describing the work to be completed (each, a "Job Order"). Each Job Order shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Job Orders submitted without referencing this Agreement and the Prescott Contract will be subject to rejection. The Contractor acknowledges and agrees that Job Orders containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any Job Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Prescott Contract shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement or the Prescott Contract will be held at the Contractor's risk and may be returned to

the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel Job Orders within a reasonable period of time after issuance. Should a Job Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Job Order. The Town will not reimburse the Contractor for any costs incurred after receipt of the Town's notice of cancellation, or for lost profits, shipment of product prior to issuance of a Job Order, or anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay the Contractor for the Materials and Services in the amounts set forth in each Job Order. The total compensation for the Materials and Services purchased under this Agreement shall not exceed \$500,000 for the entire Term of this Agreement.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Prescott Contract will be subject to rejection and may be returned.

5. Safety Plan. The Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, the Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, the Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Contractor's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments, or claims based on the Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual

or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Contractor pursuant to this Agreement. The Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the Contractor or its subcontractors reasonable advance notice of intended audits. The Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. To the extent applicable under ARIZ. REV. STAT. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

9. Conflict of Interest. The Town may cancel this Agreement pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, and any Town-approved Job Orders, the Prescott Contract, and invoices, the documents shall govern in that order.

13. Rights and Privileges. To the extent provided under the Prescott Contract, the Town shall be afforded all of the rights and privileges afforded to Prescott and shall be the “City” (as defined in the Prescott Contract) for the purposes of this Agreement.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Prescott to the extent provided under the Prescott Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor’s work or services in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town	Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323 Attn: Town Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to the Contractor:	Haley Construction Company P. O. Box 831 1933 Rocky Dells Drive Prescott, Arizona 86302 diane@haleyconstructionaz.com Attn: Diane Travis

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

“Contractor”

Haley Construction Company,
an Arizona corporation

Jack W. Miller, Mayor

Diane Travis, CFO

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
HALEY CONSTRUCTION COMPANY

[Prescott Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
HALEY CONSTRUCTION COMPANY

[Job Orders]

See following pages (to be attached subsequent to execution).



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

6. I.

Meeting Date: 09/26/2023
Contact Person: Frank Marbury, Public Works Director/Town Engineer
Department: Public Works
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve a Cooperative Purchasing Agreement with Fann Contracting, Inc., for job order contracting townwide construction services for an amount not to exceed \$500,000.

RECOMMENDED ACTION:

Approve the Cooperative Purchasing Agreement with Fann Contracting, Inc., for job order contracting townwide construction services for an amount not to exceed \$500,000.

SITUATION AND ANALYSIS:

This is an indefinite quantity and indefinite delivery agreement for various townwide construction services, which may include, but are not limited to, building, altering, maintaining, repairing, improving, and demolishing public structures under the terms and conditions of the Prescott Contract and this Agreement.

Other Pertinent Documents Available Upon Request:

This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025, unless terminated as otherwise provided in this Agreement or the Prescott Contract (the "Term"). The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

CPA Fann Contracting Vertical
 JOC Fann Contracting Vertical

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of _____, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Fann Contracting, Inc., an Arizona corporation (the “Contractor”). The Town and Contractor are the only parties to this Agreement; they are each individually a “Party,” and together they are the “Parties.”

RECITALS

A. After a competitive procurement process, the City of Prescott, Arizona (“Prescott”), entered into Contract No. 2023-067, dated October 11, 2022 (the “Prescott Contract”), for the Contractor to provide job order contracting services for citywide construction. A copy of the Prescott Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such materials and services under the Prescott Contract, at its discretion and with the agreement of the awarded Contractor.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with construction materials and services, as more particularly set forth in Section 2 below on an as-needed basis (the “Materials and Services”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 202_ (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the Prescott Contract. The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a “Renewal Term”) if (A) it is

deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) the term of the Prescott Contract has not expired, (C) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term, and (D) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the Prescott Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of its then-current term; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting an extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, the Contractor shall be deemed to affirmatively assert that (A) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of this Agreement, and (B) any and all claims, known and unknown, relating to this Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for various citywide construction services, which may include, but are not limited to, building, altering, maintaining, repairing, improving, and demolishing public structures under the terms and conditions of the Prescott Contract and this Agreement. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases of such Materials and Services will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the Parties in a written invoice, quote, work order, job order, or other form of written agreement describing the work to be completed (each, a "Job Order"). Each Job Order shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Job Orders submitted without referencing this Agreement and the Prescott Contract will be subject to rejection. The Contractor acknowledges and agrees that Job Orders containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any Job Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Prescott Contract shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement or the Prescott Contract will be held at the Contractor's risk and may be returned to

the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel Job Orders within a reasonable period of time after issuance. Should a Job Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Job Order. The Town will not reimburse the Contractor for any costs incurred after receipt of the Town's notice of cancellation, or for lost profits, shipment of product prior to issuance of a Job Order, or anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay the Contractor for the Materials and Services in the amounts set forth in each Job Order. The total compensation for the Materials and Services purchased under this Agreement shall not exceed \$500,000 for the entire Term of this Agreement.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Prescott Contract will be subject to rejection and may be returned.

5. Safety Plan. The Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, the Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, the Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Contractor's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments, or claims based on the Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual

or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Contractor pursuant to this Agreement. The Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the Contractor or its subcontractors reasonable advance notice of intended audits. The Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. To the extent applicable under ARIZ. REV. STAT. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

9. Conflict of Interest. The Town may cancel this Agreement pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, and any Town-approved Job Orders, the Prescott Contract, and invoices, the documents shall govern in that order.

13. Rights and Privileges. To the extent provided under the Prescott Contract, the Town shall be afforded all of the rights and privileges afforded to Prescott and shall be the “City” (as defined in the Prescott Contract) for the purposes of this Agreement.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Prescott to the extent provided under the Prescott Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor’s work or services in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town	Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323 Attn: Town Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to the Contractor:	Fann Contracting, Inc. P. O. Box 4356 Prescott, Arizona 86302 jfann@fanncontracting.com Attn: Jason Fann

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

“Contractor”

FANN CONTRACTING, INC.,
an Arizona corporation

Jack W. Miller, Mayor

Jason Fann, President

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.

[Prescott Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.

[Job Orders]

See following pages (to be attached subsequent to execution).



Request for Statement of Qualifications
Standard Specifications and Contract Documents
Job Order Contracting Services for Citywide Construction

Contract Number 2023-067

MAYOR AND COUNCIL:

Philip Goode, Mayor
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member
Steve Sischka, Council Member
Clark Tenney, Council Member

CITY CLERK:

Sarah M. Siep

Request for Statement of Qualifications

Job Order Contracting Services for Citywide Construction

DESCRIPTION: This Job Ordering Contract (JOC) is for a broad range of building, altering, maintaining, repairing, improving, or demolishing any public structure or building of various scopes and sizes on an as-needed basis at various project locations throughout the City of Prescott, Arizona. For projects determined by the City to be appropriate for this JOC, the City will request the contractor prepare a scope of work, cost proposal, and project schedule. If acceptable, the City will issue an individual job order agreement and direct the contractor to proceed with the work. The City anticipates that awarded contractors will be issued work, the contractor is neither guaranteed a minimum amount of work nor jobs. The City reserves the right to issue job order contracting agreements based on the ability of the contractor to meet the City's work schedule, the availability of trades and expertise in relation to each project.

BID OPENING: September 8, 2022, at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott, Arizona 86303.

In accordance with local and State law, sealed bids will be received by the Office of the City Clerk at 201 S. Cortez Street, Prescott, Arizona 86303, until 2:00pm on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time, and location. Any bid received at or after 2:00pm on the referenced date will be returned unopened.

Copies of Project Specifications and Contract Documents are available for inspection on the City's website at:

<https://www.prescott-az.gov/business-development/purchasing/bid-listings/open-bid-requests/>

PUBLISH: August 21, 2022

Request for Statement of Qualifications

Job Order Contracting Services for Citywide Construction

The City of Prescott is soliciting statement of qualifications for Job Order Contracting Services for Citywide Construction. Sealed requests including one (1) original, (not bound or stapled) will be opened on September 8, 2022, at the time and place indicated in Section 2.2.

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1.0 Solicitation Specifications

1.1 Project Description

This Job Ordering Contract (JOC) is for a broad range of building, altering, maintaining, repairing, improving, or demolishing any public structure or building of various scopes and sizes on an as-needed basis at various project locations throughout the City of Prescott. For projects determined by the City to be appropriate for this JOC, the City will request the contractor prepare a scope of work, cost proposal, and project schedule. If acceptable, the City will issue an individual job order agreement and direct the contractor to proceed with the work. The City anticipates that awarded contractors will be issued work, the contractor is neither guaranteed a minimum amount of work nor jobs. The City reserves the right to issue job order contracting agreements based on the ability of the contractor to meet the City's work schedule, the availability of trades and expertise in relation to each project.

1.2 Scope of Work

The City operates multiple facilities including Prescott Regional Airport, City Hall, Parks and Recreation Centers, Prescott Rodeo Grounds, 2 Wastewater Treatment Plants, 7 Water Wells, over one hundred Water and Wastewater Pump Stations, Police Stations, multiple Fire Stations, Public Works and Engineering Facility, and Library.

The Scope of work will include work tasks as requested and described below relating to a variety of citywide construction projects. These projects will include any or all of the following: earthwork and landscaping, structural, electrical, mechanical, plumbing, HVAC, drywall, painting, and any other related general contracting functions.

The following activities may be included in individual projects. If the contractor does not have direct expertise in some of these areas, they must demonstrate the knowledge needed to act as the general contractor utilizing specialty subcontractors for specific work elements.

Work Activities (including but not limited to):

- a. **Permit Management:** The attainment of permits from any and all jurisdictions which the project may require, including but not limited to the City of Prescott and Yavapai County.
- b. **Construction:** The physical construction of the work, through competitive subcontractor selection/bidding and/or self-performance as dictated by the unique needs of each individual project.
- c. **Cost Proposals:** Upon the request of the owner, project cost proposals may be submitted either as a lump sum or as a Guaranteed Maximum Price (GMP). GMP cost proposals shall be "open book" with full transparency provided to the Owner and any project allowance savings will be returned to the Owner at the end of the project.
- d. **Federal Compliance:** Where federal monies are utilized, the scope shall include prevailing wage compliance as per the Davis Bacon Act and

submission of weekly certified payroll. The City of will notify the contractor if federal grants are utilized.

- e. Project Close-Out: The preparation, maintenance, or modification of the Owner's project close-out documentation including, but not limited to: RLS certified survey as-built, CAD updates to as-built documents, operations and maintenance manuals, warranty manuals, turnover of certified payroll documentation (federal projects only), City, County, State, or Federal agency special close-out requirements, and maintenance personnel training (if applicable). Preparation of construction estimates. City staff may desire to use the contractor during capital project planning or design stages to perform construction estimates.

1.3 Contractor License

Contractor shall be a licensed contractor through the Arizona Registrar of Contractors and have the proper classification to perform the work specified in this contract.

1.4 Guarantee

The Contractor shall guarantee all work and operation of materials provided for one year after completion of the work and each offer shall provide a one-year warranty/guarantee against defects in materials, faulty workmanship and/or performance for all items required of the specifications. Contractor further warrants that all services provided under any job order agreement resultant of this Contract shall conform to the specifications of this Contract and any resulting job order agreement.

1.5 Ordering Work

Contractor shall provide the City with a written cost proposal for each project.

Proposals shall be itemized per the job pricing matrix and the job order cost proposal. Estimates are binding on the Contractor. However, conditions which will alter the original estimate may be brought to the attention of the City's Project Manager ("Project Manager") for approval. Such notification will occur quickly enough so as not to delay any project underway.

Contractor shall proceed with work only upon obtaining an off-site/ROW permit from the Engineering Department and the receipt of a purchase order. The City will waive any City permit fees.

1.6 Scope of Work Meeting

Prior to the commencement of any work on a project, a scope meeting will be held. Minimum attendance of the Contractor's staff shall include a responsible company official and the job superintendent. The agenda will include:

- a. Critical elements of the work schedule.
- b. The traffic control plans in writing.
- c. Coordination with the involved utility firms.

- d. Emergency telephone numbers for all representatives involved in the course of construction.
- e. Names and telephone numbers for all subcontractors proposed for use on the project

1.7 Contractor's Construction Schedule

The Contractor shall prepare and submit for approval a construction schedule outlining the proposed sequence of operations. The schedule shall conform to specific limitations of operations specified herein and to the approved traffic control plan, if needed.

1.8 Change in the Work

The Director may at any time, as the need arises, order changes within the scope of work of any job order agreement without invalidating the agreement. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written change order.

The Director also may, at any time, by issuing a written field order, make changes in the details of the work for any job order agreement. The Contractor shall proceed with the performance of any changes in the work so ordered unless the Contractor believes that such written field order entitles him/her to a change in Contract price or time, or both, in which event Contractor shall give the City written notice thereof within three days after the receipt of the field ordered change, and the Contractor shall not execute such changes pending the receipt of an executed change order or further written instruction from the City.

1.9 Layout, Field Measurements, and Inspection of Surfaces

Contractor shall be solely responsible for the accuracy of measurements and laying out their own work and shall make good any errors due to faulty measurements taken, information obtained, layout, or failure to report discrepancies. The City will assist the Contractor in establishing preliminary working lines and benchmarks.

The Contractor shall notify the Project Manager in writing of any defects noted in such surfaces that are to receive their work. The Project Manager will direct such surfaces to be remedied.

1.10 Inspection

City Inspectors ("Inspectors") will monitor the work site(s) to report as to the progress of the work, the manner in which it is being performed, and report whenever it appears that material furnished, or work performed by the Contractor fails to fulfill the requirements of the job order agreement. The Inspectors may direct the attention of the Contractor to such failures or infringement.

In a case of a dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the Director or designee. Inspectors are not authorized to revoke, alter,

enlarge, relax, or release any requirements of the specifications. Inspector shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

Inspection or supervision by the Director or designee shall not be considered as direct control of the individual worker and/or their work. The direct control shall be solely the responsibility of the Contractor.

1.11 Quality Assurance

The Contractor/Vendor is responsible for all laboratory tests and certifications to assure that the material is in conformance to the requirements set forth in this advertisement. Representative samples of the cover material, taken under the direct supervision of the Engineer, laboratory test results and certificates of compliance shall all be submitted to the Engineer. The Engineer may reject delivered base material if, in his opinion, the delivered material differs significantly from the representative sample.

1.12 Protection of Finished or Partial Finished Work

The Contractor shall properly guard and protect all finished or partially finished work and shall be responsible for the same until the entire contract is completed and accepted by the City. Partial payment on work so completed shall not release the Contractor from such responsibility, but they shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

1.13 Stockpile of Materials

The Contractor may, if approved by the Project Manager, place 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.

1.14 Supervision by Contractor

The Contractor shall supervise and direct the work and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall employ and maintain at the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The representative shall have full authority to act on behalf of the Contractor and all communications given to the representative shall be as binding as if given to the Contractor. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

1.15 Standard Specifications and Details

Except as otherwise noted, cost allocations of this project and all work done under this Contract shall be in accordance with these specifications and all applicable Uniform Standard Specifications For Construction sponsored and distributed by Maricopa Association of Governments (MAG), MAG Standard Details, the City supplements to MAG Standard Details, including the latest approved revisions thereto in force at the time of bid advertisement, which shall be referred to hereinafter as the "Standard Specifications." In all cases where accepted standards (American Water Works

Association (AWWA), American National Standards Institute (ANSI), American Association of State Highway and Transportation Officials (AASHTO), Arizona Department of Transportation (ADOT), American Society for Testing and Materials (ASTM), MAG, etc., are referred to in the "Standard Specifications," the latest revisions as of bid advertisement shall prevail.

1.16 Dumping and Disposal of Waste

The Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the Contractor, unless otherwise directed by the Director.

1.17 Clean Up

Clean up shall include the removal of all excess materials in conjunction with the project accumulated on any driveways, curbs, landscaping, or any other surface. No special payment will be made for this item.

The Contractor shall, upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site of the work and public right-of-way in a neat and clean condition. No special payment will be made for this item.

1.18 Dust Prevention

The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project to the satisfaction of the Director and in accordance with the requirements of the Yavapai County Health Department Air Pollution Control and Environmental Protection Agency (EPA) regulations. Contractor will work under the City's Dust Control permit.

1.19 Miscellaneous Removal and Relocations

Miscellaneous removals and relocations shall be construed to mean the removal of all unsuitable materials whether designated or allied by the plans and specifications and shall include but not be limited to the removal of such items as pipes, concrete, asphalt, block, brick, rock, metal, etc. of every nature and description, unless such items are specifically designated in a separate line item. Certain items require temporary removal and reinstallation such as mailbox stands, signposts, survey monument frames and covers, etc., and are included in this category.

1.20 Traffic Control

Most projects will be small enough where major traffic control will not be required. Quotes will be requested for each project. If the need for major traffic control arises for a certain project the cost for traffic control can be added as a separate line item. Any revisions shall be submitted to Public Works for review and approval.

All traffic shall be regulated in accordance with MAG Specifications and the Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall have the full responsibility and liability for traffic control under each job order agreement. The Contractor shall submit a Traffic Control Plan to the Public Works Department for approval prior to beginning any work under any job order agreement. It shall be noted that Traffic under this Contract shall include all motor vehicles, bicyclists, and pedestrians.

The Contractor shall notify all adjacent or affected residents or businesses at least 48 hours in advance of any street, alley, sidewalk, and driveway closures and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.

Access shall be maintained to adjacent businesses at all times during construction. Where property has more than one point of access, no more than one access shall be restricted or closed at any one time. Access to adjacent private driveways shall be maintained during all non-working hours.

No measurement will be made for traffic control. No payment will be made for traffic control the cost thereof shall be included in the price bid submitted for the construction or installation of the items to which such traffic control is incidental or appurtenant.

1.21 Survey Control Points

Existing survey monuments shall be protected by the Contractor or removed and replaced under the direct supervision of the City Department Prior to construction, it is the responsibility of the Contractor to notify the City of any survey monuments which need to be referenced off. Any monuments which are lost and have not been referenced off due to the Contractor's negligence and lack of notification to the City shall be replaced at the Contractor's expense. Lot corners shall not be disturbed without knowledge and consent of the property owner and only after such corner has been properly referenced for replacement.

1.22 Protection of Existing Facilities

The Contractor shall protect all existing facilities during construction. Utility poles that may be affected by the construction activities shall be protected and/or braced by the Contractor. The Contractor shall notify the appropriate Utility Company or agency of any construction that may affect their facilities and state the course of action, which will be taken to protect same.

1.23 Testing of Materials

Most projects will be small enough where testing is not required. All tests shall be done according to the City and results certified by an independent laboratory approved by the City. All material testing should be included in the project price.

1.24 Cooperation with Utilities

The Contractor shall comply with the requirements of the A.R.S 40-360.21 through 40-360.43 in notification to the interested utility owners prior to the start of construction and shall ascertain the approximate locations of the various underground utilities shown on the plans, and as may be brought to their attention. The exact location of these underground utilities shall be determined by excavations made by the Contractor prior to any trenching operations. When the Contractor's operations result in damage to any

utility, the location of which has been brought to their attention, they shall assume full responsibility for such damage.

- a. The Contractor shall contact the City's Public Works Department for blue staking of all traffic signals, when required.
- b. The Contractor shall assume full responsibility for all damage to all utilities, the locations of which have been made known to them due to their operations, and shall repair the damaged utilities as required herein, at their own expense.
- c. It is the Contractor's sole responsibility to coordinate with the utility companies to have any conflicts between existing utilities and the new construction project resolved. The City will not be held responsible for any delay claims due to such conflicts.
- d. Any waterlines or fire hydrants damaged during construction shall be replaced at the Contractor's expense as per the requirements of the MAG Standard Specifications.
- e. No water valve, sewer manhole or clean out shall be left damaged or inaccessible for more than seven working days. If deficiencies are not corrected within the prescribed time period, the necessary repairs will be affected by the City at the Contractor's expense.

1.25 Required Permits

Contractor will be responsible for any required permits either City or any other agency.

1.26 Independent Contractor

1.26.1 General

- a. The Contractor acknowledges that all services provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City.
- b. Both parties agree that this Contract is nonexclusive, and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing their profession elsewhere.

1.26.2 Other Benefits

The Contractor is an independent contractor; therefore, the City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits

shall be the sole responsibility of Contractor.

1.27 Inspections

All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be remedied immediately by the Contractor.

1.28 Project Completion

Project Completion is full completion of all construction associated with a job order agreement, including, but not limited to, punch list items, close out documentation, Operation & Maintenance manuals, warranties, and record drawings as certified by the Architect or Engineer of record.

1.29 Award

This contract will be awarded to the responsible bidder(s) whose bid conforms to the invitation and whose bid is the most advantageous to the City concerning price, conformity to the specifications and other factors. The City may, at its discretion, award multiple contracts if determined to be in the best interest of the City. The Prescott City Council reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of the City of Prescott. Past performance on City projects or other public projects will be evaluated in awarding contracts, and the City may decide to award to a contractor who is not the low bidder. Each bidder must include delivery and a corresponding delivery charge on Form B (Price Sheet) for each material type that the bidder offers. The primary delivery location for the material will be to the City facilities located along Sundog Ranch Road; however, occasional deliveries will be required to specific job sites within the Prescott City limits. The delivery location for slurry and concrete will always be to specific job sites within the Prescott City limits.

2.0 Solicitation Process Requirements

2.1 Communications with the City and Request for Information

All communications regarding this solicitation must be directed in writing to the Department. Unless authorized by the Director, no other City official or employee is empowered to speak for the City with respect to this solicitation. Bidders are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Bidders are cautioned against contacting any City official or employee other than the City Contact for this solicitation. Failure to observe this requirement may be grounds for rejection of Bidder's bid.

The City's buyer for this solicitation is:
 Tim Legler, Deputy Recreation Services Director
 Recreation Services
 E-mail: tim.legler@prescott-az.gov

Requests for information must be received by the Project Manager by **5:00 PM on Thursday,**

September 1, 2022. Responses or addenda will be issued **no later than 05:00 PM on Friday, September 2, 2022.** It is the prospective proposer's full responsibility to check the City's website at <http://www.prescott-az.gov/business/bids/> for Addenda related to this procurement. Signed copy of all addenda must submitted with the proposal package.

2.2 Schedule

2.2.1 Solicitation Advertisement

August 21, 2022

2.2.2 Bid Opening [one (1) original, not bound or stapled]

Thursday, September 8, 2022, at 2:00pm
City of Prescott City Clerk's Office
Council Chambers
201 South Cortez Street
Prescott, AZ 86303

2.3 Addenda

Changes to this solicitation will be made only by addenda issued by the CITY'S Contact. It is the bidder's responsibility to check for any addenda prior to submitting a bid. All addenda issued by the City shall become a part of the specifications of this solicitation and will be made part of the resulting agreement.

2.4 Proprietary Material

A Bidder shall clearly mark any proprietary information contained in its bid with the words "proprietary information." Bidder shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a bid as proprietary may result in rejection of the bid. Bidders should be aware that the City is required by law to make its records available for public inspection. The Bidder, by submission of materials marked proprietary, acknowledges, and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose these materials.

2.5 Multiple Bids

A Bidder may submit multiple bids for any solicitation however, each bid must be submitted separately (in its own complete package) from the others.

2.6 Delivery of Bids

Sealed bids one (1) original must be received at the City Clerk's office no later than the date and time listed in Section 2.2. The bids will be opened and read publicly in the Conference Room at that time.

If the bid is delivered by the U.S. Postal Service, the bid should be addressed to:

Job Order Contracting Services for Citywide Construction
C/O the City Clerk's Office
201 South Cortez Street
Prescott, AZ 86303

Bidder shall enclose one (1) original bid, not stapled, or bound, in a sealed envelope. The envelope should identify the Bidder's name, mailing address, Title, and the time and date of opening. The City shall not consider late bids, telegraphic (fax) or telephone bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of bids. Bids received after the deadline will be returned unopened. A Bidder may submit multiple bids for any solicitation however, each bid must be submitted separately (in its own complete package) from the others.

2.7 Cost of Bids

The City shall not be liable for any costs incurred by Bidder in the preparation and submittal of a bid(s) in response to the solicitation or in the participation of any part of the procurement process.

2.8 Errors in Bids

Bidder is responsible for all errors or omission in their bids, and any such errors or omission will not serve to diminish their obligations to the City.

2.9 Withdrawal of Bids

A bid may be withdrawn by written request of the Bidder prior to the bid due date and time listed in Section 2.2. No bid may be withdrawn for a period of 60 calendar days after the bid due date and time.

2.10 Changes in Bids

Prior to the bid due date and time listed in Section 2.2, a Bidder may make changes to its bid provided the change is initialed and dated by the Bidder. Corrections and/or modifications received after the closing time specified will not be accepted.

2.11 Rejection of Bids

The City reserves the right to reject any and all bids and to waive any immaterial defects and irregularities in bids.

2.12 Disposition of Bids

All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.

2.13 Incorporation of Solicitation and Response in Agreement

This solicitation, including all attachments and addenda, and all promises, warranties, commitments, and representations in the successful bid shall be binding and shall become obligations of the agreement.

2.14 Protests

Any protest of a notice that a bid is non-responsive must be filed by 5:00 p.m. on the third business day after such notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and is filed with the City Clerk's Office, 201 S Cortez Street, Prescott, AZ 86303. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of

this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Bidder(s). The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other bidder.

2.15 Bid Submittal

Bid one (1) original (not stapled or bound) must be sealed and the envelope must clearly indicate the information as described in Section 2.9. Bidder must fully complete and submit the following documents:

- 2.4.1 Bid Form A - Bidder Response
- 2.4.2 Bid Form B – Job Pricing Matrix
- 2.4.3 Bid Form C - Bid Certification
- 2.4.4 Bid Form D - Non-Collusion Certificate
- 2.4.5 Bid Form E – Certificate of Ownership
- 2.4.6 Bid Form F – Bidder Qualifications, Representations and Warranties
- 2.4.7 Bid Form G – Subcontractor’s List

3.0 General Contract Terms and Conditions

3.1 Entire Agreement

This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. The City’s NIB/RFB, all addenda to the NIB/RFB, and the Contractor’s response to the NIB/RFB are explicitly included in this contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City’s NIB/RFB; the City’s NIB/RFB; and the Contractor’s response to the NIB/RFB.

3.2 Term

The initial term of the contract shall be for a period of two (2) years. The contract may be extended for additional one (1) year period up to a total of three (3) additional years, with the mutual consent of the City of Prescott and Contractor. The contract shall commence when the contract is fully executed. Extensions allowed for in this paragraph 3.2 may be done administratively, without additional City council action. Extensions shall be memorialized in writing, agreed to and signed by both parties in an amendment.

3.3 Title

Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until City receives items at the delivery point.

3.4 Schedule

The Contractor shall deliver the items or render the services as stated in the Contract. At the City’s option, the Contractor’s failure to timely deliver or perform may require

expedited shipping at the Contractor's expense or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City of such difficulty and the length of the anticipated delay.

3.5 Invoicing

All invoices shall be emailed to the project manager and reviewed for accuracy prior to submission and payments.

3.6 Payment

Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice.

3.7 Unlawful Overcharges

The Contractor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.

3.8 Price Warranty

The Contractor warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Contractor warrants that price shown on this Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.

3.9 Warranties

The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

3.10 Equal Employment Opportunity

During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.

3.11 Discrimination in Contracting

The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction, and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the

basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

3.12 Record-Keeping

The Contractor shall maintain, for at least 12 months after expiration or earlier termination of the term of this Contract, relevant records, and information necessary to document the Contractor's utilization of other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the Contractor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.

3.13 Publicity

The Contractor shall not advertise or publish the fact that the City has contracted to purchase items from the Contractor without the City's prior written approval.

3.14 Proprietary and Confidential Information

The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings, or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges, and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.

3.15 Indemnification of City against Liability

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City of Prescott, its employees, officers, agents, representatives, directors, and officials from and against all claims, damages, losses, expenses (including but not limited to attorney fees, court costs, and costs 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 employees, agents or any tier of subcontractors in the performance of this Contract; Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to or impairment, whether or not recovered under Workmen's Compensation law, destruction or property including loss of use resulting there from, or arising out of the failure of the Contractor or those acting under Contractor to conform to any statutes, ordinance, regulation, law or court decree. It is the intent and agreed to by the parties to this contract that the City of Prescott shall, in all instances, be indemnified against all liability, losses and damages of any nature whatever resulting from injuries to or death of persons or damages to or destruction of

property belonging to any person arising out of or in any way connected with the performance of this contract, whether the liability, loss or damage is caused by, or alleged to be caused in whole or in part by the negligence or fault of the Contractor or of its officers, agents or employees, or subcontractors.

3.16 Compliance with Law

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States, the State of Arizona, Yavapai County; the Prescott City Charter, the Prescott Municipal Code, and ordinances of The City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers, as may be applicable.

3.17 Licenses and Similar Authorizations

The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

3.18 Taxes

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment, and improvements; and taxes on the Contractor's interest in this Contract.

3.19 Tax ID Number

Bidder must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Bid Section. A City of Prescott Sales Tax Number, if applicable, must also be supplied.

3.20 Americans with Disabilities Act

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. If the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

3.21 Adjustments

At any time, the City may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

3.22 Amendments

Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties.

3.23 Price Adjustment

If the Contractor wishes to increase its prices for a contract extension, the contractor shall provide written notice to the City not less than sixty (60) days prior to the expiration of the original term of the contract (or any extension hereof). The City will consider a fully documented request for price increases. The requested increase shall be based upon a cost increase to Contractor that is directly correlated to the price of the product concerned. City shall determine whether the requested price increase or an alternate option, is in the best interest of City. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.

3.24 Acceptance by City

City reserves the right to accept or reject the request for a price increase. If City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.

3.25 Price Reduction

Contractor shall offer City a price reduction for its products concurrent with a published price reduction made to other customers.

3.26 Estimated Quantities

Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by City. City reserves the right to increase or decrease the quantities required. The City does not guarantee and maximum or minimum amounts of purchase.

3.27 Assignment

Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.

3.28 Binding Effect

The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

3.29 Waiver

The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

3.30 Applicable Law

This Contract shall be construed under the laws of the State of Arizona. The venue for any action relating to this Contract shall be in the Superior Court for Yavapai County, State of Arizona.

3.31 Remedies Cumulative

Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

3.32 Severability

Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

3.33 Gratuities

The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Contract upon one (1) calendar days' notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.

3.34 Termination**3.34.1 For Cause**

Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other within thirty calendar days after notice of breach has been provided to such other party.

3.34.2 For Reasons Beyond Reasonable Control of a Party

Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

3.34.3 For Public Convenience

The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City.

3.34.4 Notice

Notice of termination for convenience shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

3.35 Major Emergencies or Disasters

The following provision shall be in effect only during major emergencies or disasters. The City is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the City is contracting with the Contractor under the following terms and conditions: Contractor shall provide to the City, upon the City's

request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Contractor, the Contractor shall make such delivery as soon as practicable. If the Contractor is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Contractor shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Contractor has obtained prior approval from the City for such substitution. The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

3.36 Contractor Immigration Warranty

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with 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. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any 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.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.0 Standard Bid Information

4.1 Default by Bidder

In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Director.

4.2 Litigation

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or any other state or federal statute.

4.3 Cooperative Use of Contract

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

4.4 Brand Names

Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.

5.0 Instructions for Submittal Forms

5.1 Form A – Solicitation Response Cover Sheet

Bidder shall complete, sign, and submit Form A as the first page of the bid package.

5.2 Form B – Job Pricing Matrix

Bidder shall certify that its bid will be valid for 90 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.

5.3 Form C – Bid Certification

Bidder shall complete, sign, and submit Form C.

5.4 Form D – Non-Collusion Certificate

Bidder shall complete, sign, and submit Form D.

5.5 Form E – Certificate of Ownership

Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.

5.6 Form F – Bidder Qualifications, Representations and Warranties

5.6.1

The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to perform the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

5.6.2

Bidder shall provide two (2) references, a sub-contractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign and submit Form F.

5.7 Form G – Subcontractors List

Bidder shall complete and submit Form G completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations that they may utilize for projects as subcontractors.

Construction Contract



Job Order Contracting Services for Citywide Construction

Contract No. 2023-067

THIS AGREEMENT made and entered into this 11th day of October 2022, by and between Fann Contracting, Inc. of the city of Prescott, county of Yavapai, state of Arizona, hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Job Order Contracting Services for Citywide Construction and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Notice Inviting Bids, Project Plans and Specifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, Addenda, Contractor Bid Proposal as accepted by the Mayor and Council per Council Minutes of October 11, 2022, Proposal Guarantee, Performance Bond, Payment Bond, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The initial term of the contract shall be for a period of two (2) years. The contract may be extended for additional one (1) year period up to a total of three (3) additional years, with the mutual consent of the City of Prescott and Contractor. The contract shall commence when the contract is fully executed.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract Documents, and approved quotes, for the full and satisfactory completion of all work as set forth in the Project Plans, Specifications and Contract Documents. Retention shall be in accordance with A.R.S. § 34-221, if applicable.

ARTICLE V - CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum according to the table in MAG 108-1 in section 108.9, per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum according to the table in MAG 108-1 in section 108.9 per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees, or any of the Contractor's subcontractors. In the event that the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XIII – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the

Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIV – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XV - MISCELLANEOUS:

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Public Works Director
City of Prescott
433 N. Virginia Street
Prescott, Arizona 86301

Fann Contracting, Inc.
PO Box 4356
Prescott AZ 86302
jfann@fanncontracting.com

- E. This Agreement shall be construed under the laws of the State of Arizona.
- F. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become

part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

- G.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- H.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- I.** Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.
- J.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit “A”.
- K.** Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- L.** Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott”, as that term is defined in A.R.S. § 35-393, of Israel.

ATTEST:

Witness, if Contractor is an Individual



Fann Contracting, Inc.
(Authorized Signature)

By: Jason Fann

(Printed Name)

Title: President

Email: jfann@fanncontracting.com

City of Prescott, a municipal corporation:



Philip R. Goode, Mayor

ATTEST:



Sarah M. Siep, City Clerk

APPROVED AS TO FORM:



Joseph D. Young, City Attorney

Form A – Solicitation Response Cover Sheet**Job Order Contracting Services for Citywide Construction**

Please note all that apply:

- ☐ 2.16 Evaluation Criteria
- ☒ Job Pricing Matrix
- ☒ Addenda Number(s) Received (if any)
- ☒ Original Forms A through G

Business Name: Fann Contracting, Inc.Business Address: PO Box 4356Prescott, AZ 86302Business Phone: (928) 778-0170Business Contact: Jason FannContact Email: jfann@fanncontracting.com

Contractor Comments: _____

CONFIDENTIAL PROPRIETARY INFORMATION

Form B – Job Pricing Matrix

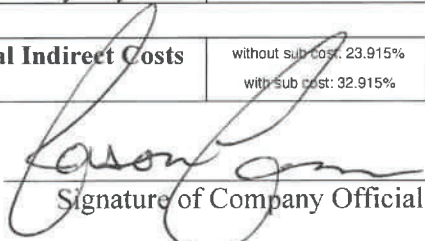


Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

JOC MATRIX	\$1.00 - \$50,00.00	\$50,001.00 - \$100,000.00	\$100,001.00 - \$300,000.00	OVER \$300,001.00
INDIRECT COSTS				
General Contractor Overhead	6%	6%	6%	6%
General Contractor Profit	10%	9%	8%	7%
Subcontractor	9%	8%	7%	6%
Bonds	1%	1%	1%	1%
Insurance	1%	1%	1%	1%
AZ/County/City Tax	5.915%	5.915%	5.915%	5.915%

Total Indirect Costs %	without sub cost: 23.915% with sub cost: 32.915%	without sub cost: 22.915% with sub cost: 30.915%	without sub cost: 21.915% with sub cost: 28.915%	without sub cost: 20.915% with sub cost: 26.915%
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 Signature of Company Official
 President
 Title

September 8, 2022
 Date Signed

jfann@fanncontracting.com
 Email Address

Fann Contracting, Inc.
 Company Name

928-778-0170
 Phone Number

PO Box 4356
 Address

Prescott, AZ
 City / State

86302
 Zip Code

Form C – Bid Certification**Job Order Contracting Services for Citywide Construction**

Company Name: Fann Contracting, Inc.

The undersigned Bidder hereby certifies as follows:

- C1 That he/she has read The City of Prescott's solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Date Issued
<u>One (1)</u>	<u>August 26, 2022</u>

- C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

- C3 That the Bidder's bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties
7. Form G – Subcontractor's List

- C4 That the Bidder's bid is valid for 90 days.

Dated this 8th day of September 2022.

Signature

Jason Fann

Written Name

(928) 778-0170

Phone Number

jfann@fanncontracting.com

Email Address

Form D – Non-Collusion Certificate

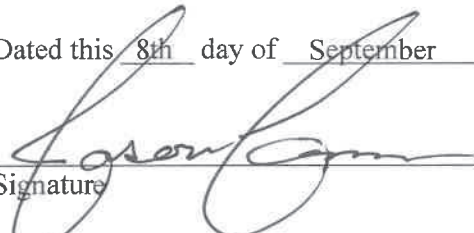


Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this 8th day of September 2022.


Signature

(928) 778-0170

Phone Number

Jason Fann

Written Name

jfann@fanncontracting.com

Email Address

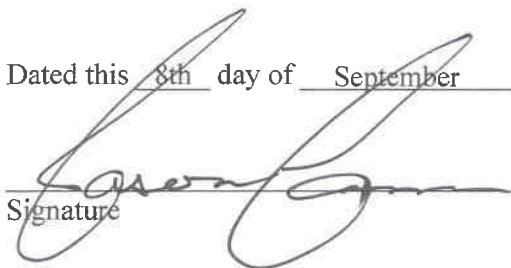
Form E – Certificate of Ownership**Job Order Contracting Services for Citywide Construction**

Company Name: Fann Contracting, Inc.

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this 8th day of September 2022.


Signature

(928) 778-0170
Phone Number

Jason Fann
Written Name

jfann@fanncontracting.com
Email Address

Form F – Bidder Qualifications, Representations and Warranties



Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors – Bidder submits as Attachment 4 to this Bid Form A, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm's name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name:	<u>Coconino County Public Works</u>		
Address:	<u>5600 E. Commerce Ave</u>		
	<u>Flagstaff, AZ 86004</u>		
Contact Person:	<u>JD Brice, Project Manager</u>	/	<u>Dionisio Erasun, Inspector</u>
Phone Number:	<u>928-606-8998</u>	/	<u>928-679-8300</u>

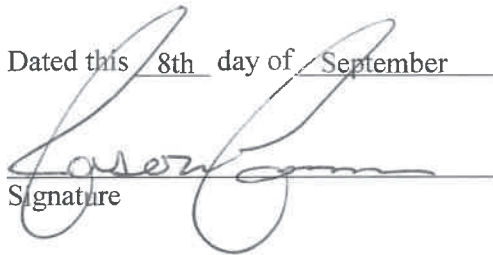
Reference #2

Firm Name: Yavapai College
 Address: 1100 E. Sheldon Street
Prescott, AZ 86301
 Contact Person: Scott Blevins, Manager / James Crockett, Assistant Director
 Phone Number: 928-717-7639 / 928-717-7645

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

- F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this 8th day of September 2022.



Signature

(928) 778-0170
 Phone Number

Jason Fann
 Written Name

jfann@fanncontracting.com
 Email Address

Form G – Subcontractors List



Job Order Contracting Services for Citywide Construction	
Subcontractor Information	Bid Item(s)
Name: J. Co. Contracting, LLC Address: PO Box 3787 Prescott, AZ 86302 Phone #: (928) 277-4617 License #: 239181	Concrete
Name: Engineering & Testing Consultants, Inc. Address: 417 North Arizona Street Prescott, AZ 86301 Phone #: 928-778-9001 License #: 07306723	Quality Control
Name: Address: Phone #: License #:	
Name: Address: Phone #: License #:	

**Use additional form(s) if needed*

J. Co. Contracting, LLC
License KB-01 ROC239181



P.O. Box 3787
Prescott, AZ 86302
928-277-4617
jcocontracting@yahoo.com

September 8, 2022

Whom it may concern,

J.Co. contracting L.L.C. is pleased to announce its commitment to Fann Contracting, Inc., as a subcontractor for the City of Prescott's Job Order Contracting Services for Citywide Construction project.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Nay". The signature is written in a cursive, flowing style.

Michael Nay

Sr. Estimator

J.Co. Contracting L.L.C.



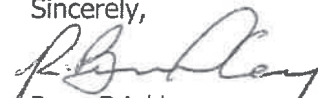
ENGINEERING & TESTING CONSULTANTS INC.

September 8, 2022

Whom it may concern,

Engineering & Testing Consultants, Inc is pleased to announce its commitment to Fann Contracting, Inc., as a subcontractor for the City of Prescott's Job Order Contracting Services for Citywide Construction projects.

Sincerely,



Ryan Brinkley

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION

**417 NORTH ARIZONA AVENUE • PRESCOTT, ARIZONA 86301
928-778-9001 • FAX 928-778-4866**



Public Works Department

433 N. Virginia Street
 Prescott, Arizona 86301
 (928) 777-1130

ADDENDUM NUMBER ONE

FOR THE

Job Order Contracting Services for Citywide Construction

DATE OF ADDENDUM: August 26, 2022

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

The following addendum shall be made part of the Project Specifications and Contract Documents. All other provisions of the Contract Documents remain unchanged. The Bidder shall acknowledge receipt of this Addendum on page 32 of the Bid Proposal form, in addition to signing below and returning this form with the bid package. The contents of this Addendum shall be given full consideration in the preparation of the Bid.

Remove and replace Form C Bid Certification

Correct C3 to show 2. Form B- Job Pricing Matrix.

Correction to Page 3 Contents Form B

Correct from Price Sheet to be Job Pricing Matrix.

Add to the RSOQ 2.16 Evaluation Criteria

2.16 Evaluation Criteria

The SOQ shall clearly and accurately display the capability, knowledge, and experience of the firm to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The SOQs will be evaluated by a Review Committee appointed by the City according to the following criteria with equal values in each category:

- a. General Information
- b. Experience and Qualifications
- c. Value Added Knowledge and Experience – the company must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.
- d. Job Pricing Matrix

- END -

Addendum No. One: Job Order Contracting Services for Citywide Construction

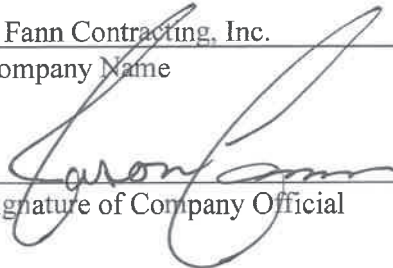
City of Prescott

Tim Legler
Tim Legler, Deputy Recreation Services Director

8/26/2022
Date

Acknowledgement: (must be signed and turned in with the bid documents)

Fann Contracting, Inc.
Company Name


Signature of Company Official

September 8, 2022
Date



JOC-Yavapai College East Campus Parking Lot Rehab



JOC Cosnino Road Pavement Preservation



JOC Pinewood Blvd Pavement Preservation

CITY OF PRESCOTT JOB ORDER CONTRACTING SERVICES FOR CITYWIDE CONSTRUCTION RESPONSE TO 2.16 EVALUATION CRITERIA SEPTEMBER 8, 2022

6725 Generation Lane PO Box 4356 Office: (928) 778-0170
Prescott, AZ 86301 Prescott, AZ 86302 www.fanncontracting.com

AZROC 071520-A | AZROC 204153-B | AZROC 078800-B1 | AZROC 041313-B4

FANN CONTRACTING

City of Prescott

Tim Legler, Deputy Recreation Service Director

201 S. Cortez Street

Prescott, AZ 86303

**RE: Job Order Contracting Services for Citywide Construction,
2.16 Evaluation Criteria**

Dear Selection Committee,

We are pleased to submit our proposal for the City of Prescott's Job Order Contracting Services for Citywide Construction. Fann Contracting (Fann) is recognized as a leading horizontal contractor in Northern Arizona providing consistent and quality JOC services for municipalities, year after year. We look forward to a partnership with the City of Prescott in which we can offer the same level of customer service under a JOC services agreement. Fann will hands-down provide the City with the most value when it comes to responsiveness, reliability, available resources, well-rounded abilities, teamwork, and customer service.

Northern Arizona Presence: Fann's 62 years of construction, specifically in Northern Arizona, has tailored our company and it's resources to be more readily equipped in working with challenging site conditions on a variety of projects. We are more familiar than many of our competitors in tough climate conditions, unique job environments, hard dig situations, multi-jurisdictional procedures and specifications. We also developed relationships and work regularly with many of the local subcontractors and suppliers in the area. With our Northern Arizona presence and proximity in location, we can provide a quick and timely response to any JOC service request.

Combined Strengths: Our proposed JOC team brings together decades of industry knowledge and pointed construction experience in horizontal construction. Our key team members include Alternative Delivery Lead/Project Executive **Jason Fann (Key Member)**, Project Manager/JOC Estimators **Brian Fuller and Derek Kack (Key Members)** as the City of Prescott's project point-of-contact. Our team brings to the City the best combination of fast-track project implementation and execution, quick turn

September 8, 2022

around estimating, local and technical construction experience, a strong reputation with local subcontractors and suppliers, a keen eye for quality and safety, and a partnership approach to see that your job orders are carried out successfully.

Self-Perform Capabilities: As the largest heavy-civil contractor in Northern Arizona, we are best suited for JOC work given the variety of services that we offer. Performing major scopes in-house allows us to maintain control over the project ultimately leading to accelerated completion of projects, overall project savings, and a higher quality of work. Additionally, we employ our own traffic control on projects with our ATSSA-certified staff to carry-out the safest and most efficient means possible to minimize public impact.

JOC Experience: The team selected for your JOC program all have experience with JOC contracts making our team uniquely qualified. We continue to obtain repeat business under our current JOC contracts proving our successful performance both in the JOC process and in customer satisfaction.

You'll find in the following SOQ document that Fann has much to offer as your most valued JOC contractor. We thank you for this opportunity to present ourselves, and we hope you'll find Fann and our team of experts your most valued JOC partner.

Sincerely,



Jason Fann

Fann Contracting, Inc.

6725 Generation Lane, Prescott, AZ 86301

928-778-0170

jfann@fanncontracting.com

FANN
CONTRACTING

300+
EMPLOYEES

Continuous
JOC Work
SINCE 2013

250+
PUBLIC/GOVERNMENT
CONTRACTS

Largest
Equipment Fleet
in Northern AZ
W/ HIGHLY EXPERIENCED
OPERATORS

75-90%
TYPICAL SELF-PERFORM
RATE RANGE

2.16 A - GENERAL INFORMATION

Firm Description, Legal Organization and Organizational Chart with Key Personnel.

Fann Contracting, Inc. (Fann) is a Northern Arizona based general contractor celebrating more than 62 years in business. Our firm builds projects of all types and sizes, performing earthmoving, rock handling, utility work, site prep, roadway and highway construction, street improvements, drainage facilities, channel and detention improvements, mining work, roadway maintenance, and general construction improvements for public and private customers throughout Arizona. We do this under many contract forms on large and small projects including JOC.

Fann's extensive experience in and around Prescott, coupled with our well rounded knowledge of public works street improvements, makes us a great fit for the City's unique JOC Street and Drainage Facilities projects! Our familiarity with the local climate and rock conditions, attention to detail, focus on job safety and quality, and our experienced employees are all beneficial factors we bring to your JOC program.

We own and maintain one of the largest heavy equipment and trucking fleets in Northern Arizona. This allows us to offer competitive pricing coupled with seasoned operators and lots of horsepower. Our full-service fleet maintenance department works around the clock to maintain and repair our heavy equipment, so projects stay on schedule with minimal interruption. We have the ability to self-employ increased resources as necessary to adjust to job conditions and demands with minimal reliance on

subcontractors in today's high-demand market.

Our core values include **safety, quality, productivity, honesty, pride, respect and community**. This is the foundation that brings out the best in our employees to provide high-end service for our clients.

Licences, Terminated Contracts and Bonding Capacity.

Arizona Professional Contractor Licenses.

A-General Engineering - AZROC 071520

B-General Residential Contractor - AZROC 204153

B1-General Commercial Contractor - AZROC 078800

B4-General Engineering Contractor - AZROC 041313

Terminated Contracts

Neither Fann Contracting nor any officers of the firm have had any contract or subcontract terminated in the past five years.

Bonding Capacity

Fann has 60-years of successful bonding history with a capacity of \$80,000,000.00 per project and \$220,000,000.00 total aggregate. Over the past several years, we have maintained excess bonding capacity of at least \$80,000,000.00 per project. Fann Contracting will not have any problem maintaining enough capacity for any jobs awarded under this JOC.

KEY PERSONNEL:



JASON FANN
ALT. DELIVERY LEAD/PROGRAM DIRECTOR



BRIAN FULLER
ESTIMATOR/PROJECT
MANAGER



DEREK KACK
ESTIMATOR/PROJECT
MANAGER



This is one of the largest Capital Projects that the Town has pursued, and also one of the most sensitive....Good interaction with the existing home owners is critical...I get positive comments from homeowners consistently on the courtesy and good workmanship that Fann provides."

Robin Allen, Senior Civil Engineer,
Town of Chino Valley Project

ACCESS TO FANN'S 14 PROJECT ENGINEERS AND SUPERINTENDENTS

2.16 B EXPERIENCE AND QUALIFICATIONS

Comparable JOC contracts:

COCONINO COUNTY JOC

This JOC program was originally awarded to Fann by Coconino County Public Works in May of 2013. The County has renewed and awarded the JOC contract to Fann year-after-year, which remains active today. Fann has performed seven major projects under the County's JOC contracts to date. The JOC included (vertical and horizontal) construction services for minor and major construction projects, maintenance, renovations, repairs, additions, demolitions, re-constructions and alteration services to County facilities and roadways.



PINEWOOD BLVD PAVEMENT PRESERVATION (COCONINO COUNTY JOC)

Description: The Pinewood Blvd project consisted of milling, cement soil stabilization, ABC, paving, roadside ditch improvements, striping, safety rails, shouldering, traffic control and coordination of existing utilities.

Role of the Firm: JOC Contractor

Original/Final Cost: Original:

\$1,692,900.00 / Final: \$1,597,752.72

Construction Dates: May 2015 - July 2015

Project Owner: Coconino County Public Works Department

References:

1. JD Brice, 928-606-8998 (Coconino County Project Manager), 2. Dionisio Erasun, 928-679-8300 (Inspector, Coconino County)



COSNINO ROAD PAVEMENT PRESERVATION (COCONINO COUNTY JOC)

Description: Mill existing asphalt, salvage and deliver RAP to County's yard, 5" ABC, 4" AC, pave driveways, subexcavation with suitable fill, roadside grading, ditch cleaning, relocate mailboxes, traffic control, and pavement markings.

Role of the Firm: JOC Contractor

Original/Final Cost: Original: \$1,852,595.00 /

Final: \$1,848,055.00

Construction Dates: April 2017 - June 2017

Project Owner: Coconino County Public Works Department

References:

1. JD Brice, 928-606-8998 (Coconino County Project Manager), 2. Dionisio Erasun, 928-679-8300 (Inspector, Coconino County)



STATEWIDE JOC

This JOC was established for statewide horizontal work to serve publicly funded owners and agencies with a streamlined purchasing system administered through the State of Arizona Procurement Office. The program not only serves state agencies, but it helps towns, cities, counties, schools, parks, tribal agencies, and other non-state agencies (Cooperative Members) with their maintenance and construction jobs of up to \$1M per project. Fann was awarded the Statewide JOC contract in 2017. Fann has performed 22 projects under the Statewide JOC program to date. This contract has been renewed and re-awarded to Fann since that time and remains active today.



ADOT GRAND CANYON AIRPORT FAA RUNWAY REPAIRS (STATEWIDE JOC)

Description: 125,700 LF of crack seal with an average width of 3/4" and 2" deep and up to 12,200 LF of crack seal with an average width of 1.5" and 4" deep. All work will be performed during day hours (no night work). Low profile barricades set up on taxiway/crossovers work and runway closure for runway work

Role of the Firm: JOC Contractor

Original/Final Cost: \$605,275.33/ On Going

Construction Dates: November 2021 - January 2022

Project Owner: ADOT Grand Canyon Airport

References:

1. Matt Smith 928-638-2446 (Airport Manager)
2. Michael Cockrum 928-638-2446 (Operations Manager)



YAVAPAI COLLEGE EAST CAMPUS PARKINGLOT REHABILITATION (STATEWIDE JOC)

Description: Yavapai College Prescott Valley Paving Improvements work - Removals include concrete sidewalk/curb, sawcut, 3" asphalt and 6" sub-base/grade, and pre lower water valves and manhole. Improvements will include ribbon curb, curb/gutter, single curb, sidewalk, 5" AC on 4" ABC, 5 each speed humps, striping, and rip rap.

Role of the Firm: JOC Contractor

Original/Final Cost: \$359,674.29 / \$377,976.81 (Owner added to the contract additional geogrid to address unstable subgrade)

Construction Dates: June 2020 - August 2020

Project Owner: Yavapai College

References:

1. Scott Blevins 928-717-7639 (Manager, Plant and Process Engineer)
2. James Crockett 928-717-7645 (Assistant Director, Facilities)



YAVAPAI COUNTY BEASLEY FLAT LOW WATER CROSSING (STATEWIDE JOC)

Description: Project included installation of new low water crossing structure, roadway excavation and grading to match existing roadways to new concrete LWC. Channel improvements, temporary drainage facilities, 18'd reno mattresses with rip-rap.

Role of the Firm: JOC Contractor

Original/Final Cost: \$237,805 (original and final)

Construction Dates: September 2018 - November 2018

Project Owner: Yavapai County Public Works / Flood Control

References:

1. Bert Miller 928-771-3183 (YC Public Works Construction Division Manager)
2. Randy Smith 928-308-7241 (Project Manager, YC Flood Control)

Firm JOC Project Experience		
Job Order Contract	Job Order	Location
City of Flagstaff JOC		
Original Contract: 2015 Renewal Years: '16 - '20	COF Landfill - Phase 1 Site Investigation	Flagstaff, AZ
	COF Landfill - Phase 2 Site Investigation	Flagstaff, AZ
Yavapai College JOC		
Original Contract: 2020	YC Prescott Campus Deforestation	Prescott, AZ
	COP Rodeo Grounds Aquifer Recharge	Prescott, AZ
	YC Prescott Valley Entrance Road	Prescott Valley
	YC Prescott Campus BLDG 3 & 4 Loop Rd	Prescott, AZ

Firm JOC Project Experience		
Job Order Contract	Job Order	Location
Coconino County JOC		
Original Contract: 2013 Renewal Years: 2014 - 2020	Oak Creek Slide Fire Emergency Protection	Oak Creek, AZ
	Cattle Guard Replacement Double A Ranch Rd	Flagstaff, AZ
	Munds Wash Bridge Repair (Pre-Con svc only)	Flagstaff, AZ
	Pinewood Blvd	Flagstaff, AZ
	Sheephill Crushing	Flagstaff, AZ
	Cosnino Rd	Flagstaff, AZ
	Park Knoll Pit	Flagstaff, AZ
Arizona Statewide JOC		
Original Contract: 2017 Renewal Years: 2018 - 2020	COP Washington School Driveway	Prescott, AZ
	COP Rodeo Drive	Prescott, AZ
	COP Willis Street	Prescott, AZ
	COP Samaritan Way	Prescott, AZ
	COP Senator Highway Slope Protection	Prescott, AZ
	COP Alarcon Street	Prescott, AZ
	Yavapai Hills Drainage Structures	Prescott, AZ
	PUSD Mile High Middle School	Prescott, AZ
	PUSD Taylor Hicks Elementary School	Prescott, AZ
	PUSD Granite Mountain Middle School	Prescott, AZ
	PUSD Abia Judd Elementary School	Prescott, AZ
	PUSD Prescott High School	Prescott, AZ
	COC Cottonwood Main Street	Cottonwood, AZ
	Yavapai College Asphalt Repairs	Prescott, AZ
	YC - Beasley Flats Low Water Crossing	Camp Verde, AZ
	GC Airport - Paving at Residential Streets	Grand Canyon, AZ
	GC Airport - Perimeter Rd Milling Replacement	Grand Canyon, AZ
	GC Airport - Paving at Eq. Services Building	Grand Canyon, AZ
Original Contract: 2017 Renewal Years: 2018 - 2020	GC Airport Runway Painting	Grand Canyon, AZ
	GC Airport FAA Runway Repairs	Grand Canyon, AZ
	ADVS Camp Navajo Asphalt Repairs	Grand Canyon, AZ
	GC Airport - Drainage Cleaning	Grand Canyon, AZ
Town of Tusayan - Town Hall Milling Placement		Tusayan, AZ

2.16 C VALUE ADDED KNOWLEDGE AND EXPERIENCE

Firm's knowledge, training and experience with Job Order Contracting.

Fann continues to build successful projects by applying key principles of partnering, collaboration, and open communication to get the most out of its project and client experiences. This approach complimented by our team-centered mindset helps us solve problems quickly and cost-effectively. As issues and important matters arise during the JOC process, the team works collaboratively and quickly to determine the best outcome for the project. With our management tools and systems in place, we can achieve success on every project.

Fann is frequently engaged by owners and designers to participate in design and constructibility reviews on a wide range of projects. As a contractor with multiple JOC contracts and a history of working on this particular contract arrangement, we will work in partnership with The City of Prescott and its designers to provide value engineering and constructibility input to assist with any design effort to find the most cost-effective solutions on a variety JOC projects. During the preconstruction phase, our front-end project estimating/management team and assigned superintendent will put emphasis on site due diligence to explore existing surface conditions, potential site and underground conditions, and propose probable solutions to any concerns or job risks identified. We recognize that timely response is key to executing task orders, so all discovery information will be reported to the project team to include in design or scoping to properly account for those concerns identified.



JOC contracts and projects related to drainage facilities and general street and civil construction.

Drainage Facilities. Fann has successfully completed drainage-specific JOC projects as well as larger JOC jobs that included drainage systems as a part of the overall project scope. One drainage project includes the City of Prescott's Hornet Drive Drainage JOC where

Fann scoped, priced, and installed roadway trench drains with vein grates at several roadway crossing locations within the Yavapai Hills subdivision to address recurring drainage and flooding issues within this mountainous community. Another drainage project included a concrete at-grade drainage crossing at Beasley Flat wash for Yavapai County Public Works & Flood Control. Fann successfully completed Yavapai County's first civil JOC project to address the erosion and scouring that was occurring on the roadway to Beasley Flat.

General Street and Civil Construction. Our JOC team has scoped, priced, and completed several street and civil construction projects over the years. In fact, many of our JOC projects have been specific to street and civil work for various clients including the City of Prescott, City of Flagstaff, Yavapai County, Town of Tusayan, Yavapai College, Prescott Unified School Districts (several school campuses), DEMA Camp Navajo, ADOT Grand Canyon Airport, Coconino County, and City of Cottonwood.

A few examples of **street projects** include City of Prescott Samaritan Way Road Reconstruction (Prescott, AZ), Coconino County Pinewood Boulevard Reconstruction (Munds Park, AZ), Coconino County Cosino Road Phase II Pavement Preservation Project (Flagstaff, AZ), and Cottonwood Main Street Pavement Repairs and Re-striping (Cottonwood, AZ). These projects had an assortment of scope items including pavement removals and milling, utility work, cement-treated subgrade, grading and subgrade preparation, over-excavation of unsuitable material, ABC import and place, site concrete, asphalt paving, striping, signage, and other incidental work. Fann performed traffic control services on all of these projects that included lane closures, road closures, rolling closures, flagger set-ups, pilot cars, and traffic control maintenance to minimize traffic impacts.

We have a wide array of **civil projects** including Yavapai College East Campus Parking Lot Reconstruction (Prescott Valley, AZ), PUSD Granite Mountain Middle School Yard and Parking Rehabilitation (Prescott, AZ), PUSD Abia Judd Elementary School Parking Lot Reconstruction (Prescott, AZ), PUSD Prescott High School Parking Lot Reconstruction (Prescott, AZ), City Of Prescott Senator Highway Slope Protection (Prescott, AZ), Coconino County Sheephill Pit Blasting & Crushing (Flagstaff, AZ), and much more. These projects vastly ranged in JOC services that included pavement and concrete removals, placement of recycled asphalt millings (*Value Engineering), earthmoving, grading and subgrade preparation, over-excavation of unsuitable material, ABC import and place, site concrete, asphalt paving, striping, blasting, crushing, and other incidental work.

Knowledge of Price Cost Estimating and Estimating Software.

Fann's estimating team will use HCSS HeavyBid for estimating JOC projects, a software that allows us to quickly develop estimates for each project order. Additionally, our JOC team is well versed in unit pricing and cost book-type JOC (example - Gordian's Construction Task Catalogue (CTC)) estimating and contracting given our ongoing JOC programs with ADOT/Gordian Statewide JOC contract and other similar JOC programs. Through the pre-construction phase, our estimating staff will prepare a detailed, line-item based estimate so the City has transparency into each component of the work. Fann's estimating department is set up to quickly respond and execute JOC task orders, led by Jason Fann, who will oversee the management of the City's estimates for this JOC.

Fann's estimating team also has experience using the eGordian web-based program for estimating JOC projects using the Construction Task Catalogue (CTC), a software that allows us to quickly develop estimates with predefined unit pricing for each project order. Through the preconstruction phase, our JOC estimating staff can prepare a preliminary estimate so the City has transparency into each individual component of the work. Fann's preconstruction team, led by Jason Fann, is structured to respond quickly to JOC requests and execute JOC task orders on an accelerated basis.

In addition, Fann uses a heavy construction cost accounting system, Viewpoint, which provides detailed records of all labor, burden, equipment, material and subcontractor expenses. This information is used to provide weekly and monthly cost reports that are used to track current cost information, task productivity, and forecasts items to complete. Our reports are broken down by detailed tasks, which provide detailed reporting to our management and field teams at any point to compare actual cost to the budget. This is what helps Fann keep a close eye on costs accountability and any potential cost problems that may arise.

Training and Certification for Price Cost Estimating of Key Team Personnel.

Our team has many, many years of estimating experience in our everyday work as well as pointed task-order scoping and estimating under various JOC programs. Gordian who administers the Statewide JOC and Yavapai College JOC owns RS Means. If you aren't familiar with RS Means, it is the industry-leading construction cost data system typically used by owners and engineers. Gordian's cost data system integrates with their JOC pricing under their Construction Task Catalogue (CTC). Our key team members are trained, certified, and

vary familiar with Gordian's Construction Task Catalogue (CTC) and their eziQC Contractor Onboarding & Training Certification. Since the City of Prescott JOC program will use standard pricing methods, this will likely fall under typical scoping, quantifying, and pricing methods using our HCSS estimating software. Our team uses HCSS almost every day and are very experienced with preparing and presenting detailed estimates.

Jason Fann

- Gordian - Construction Task Catalogue (CTC) Training/Certification
- Gordian - eziQC Contractor Onboarding & Training Certification
- HCSS HeavyBid Training, HCSS HeavyJob Training

Brian Fuller

- Gordian - Construction Task Catalogue (CTC) Training/Certification
- Gordian - eziQC Contractor Onboarding & Training Certification
- HCSS HeavyJob Training

Derek Kack

- Gordian - Construction Task Catalogue (CTC) Training/Certification
- Gordian - eziQC Contractor Onboarding & Training Certification
- HCSS HeavyBid Online Program Training, HCSS HeavyJob Training

Actual Project Experience with Cost Estimating Utilization on Job Order Pricing.

Various JOC programs differ on what pricing method will be used - Job-By-Job Estimates, IDIQ Pre-Defined Unit Pricing, Gordian CTC (specific to Gordian-partnered JOC's), and Negotiated. Our JOC Key Team Members have actual project experience in all of these pricing formats on the wide variety of JOC projects referenced herein. In fact, Jason, Derek, and Brian have scoped and priced most of the Fann's JOC work and looks forward to the opportunity to offer detailed estimates for the City of Prescott for their upcoming JOC work!





CERTIFICATE OF LIABILITY INSURANCE

Page 1587 of 1605

DATE (MM/DD/YYYY)

10/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reseco Insurance Advisors, LLC 7901 N. 16th Street, Suite 100 Phoenix AZ 85020	CONTACT NAME: PHONE (A/C, No, Ext): 602-753-4250 E-MAIL ADDRESS: certificates@resecoadvisors.com FAX (A/C, No): 602-419-2242
INSURED Fann Contracting, Inc. P.O. Box 4356 Prescott AZ 86302	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of Amer INSURER B: The Phoenix Insurance Company INSURER C: Travelers Indemnity Company of CT INSURER D: The Travelers Indemnity Co of America INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1089919655**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ No XCU Exclusion GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	DT-CO-1H12415A-PHX-22	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	810-0N740458-22-26-G	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ \$3,000/\$3,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CUP-1H12415A-22-26	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	Y	UB-5K613005-22-26-G	6/1/2022	6/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Bldrs Risk/Installation Floater \$25,000 Ded EQ/Flood \$1,000 Ded All Other			QT-630-4T849779-TIL-22	6/1/2022	6/1/2023	Limit per Location \$3,000,000 Limit per Disaster \$3,000,000 Limit EQ/Flood \$2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is hereby included as Additional Insured with respects to the General Liability, Automobile Liability and Excess/Umbrella Liability on a primary and non-contributory basis if required by written contract subject to all provisions and limitations of the policy. Waiver of Subrogation in favor of Certificate Holder applies to the General Liability, Automobile Liability and Employers Liability/Workers Compensation if required by written contract subject to all provisions and limitation of the policy. The above referenced Excess/Umbrella Liability policy provides additional limits of insurance for General Liability, Automobile Liability and Employers Liability/Workers Compensation. See Attached Forms. Additional Insured status applies to ongoing and completed operations.

RE: City of Prescott Job Order Contracting Services for Citywide Construction - Contract No. 2023-067

CERTIFICATE HOLDER**CANCELLATION**

City of Prescott
433 N. Virginia Street
Prescott AZ 86301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II**.

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

POLICY NUMBER: DT-CO-1H12415A-PHX- 22

COMMERCIAL GENERAL

LIABILITY ISSUE DATE: 06-01-22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT, THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project General Aggregate(s):

GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
- 4.** The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B**; and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: DT-CO-1 H1 2415A-PHX-22

ISSUE DATE: 06-01-22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**DESIGNATED ENTITY – NOTICE OF
CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE**CANCELLATION:****Number of Days Notice of Cancellation: 30****PERSON OR
ORGANIZATION:**ANY PERSON OR ORGANIZATION TO WHOM
CONTINUED ON IL T8 03**ADDRESS:**THE ADDRESS FOR THAT PERSON
CONTINUED ON IL T8 03
PRESCOTT
AZ
86302**PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V.
– DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Aircraft Chartered With Pilot | H. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Damage To Premises Rented To You | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments | J. Knowledge And Notice Of Occurrence Or Offense |
| D. Incidental Medical Malpractice | K. Unintentional Omission |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations | L. Blanket Waiver Of Subrogation |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries | M. Amended Bodily Injury Definition |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. Contractual Liability – Railroads |

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a.** Fire;
- b.** Explosion;
- c.** Lightning;
- d.** Smoke resulting from such fire, explosion, or lightning; or
- e.** Water;

unless Exclusion **f.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE:**

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph **4.b.(1)(b)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- (b) That is insurance for "premises damage"; or

7. Paragraph **4.b.(1)(c)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE:**

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED:**

Paragraph **(1)(d)** above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

COMMERCIAL GENERAL LIABILITY

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

- 3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
- 2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-5K613005-22-26-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.