

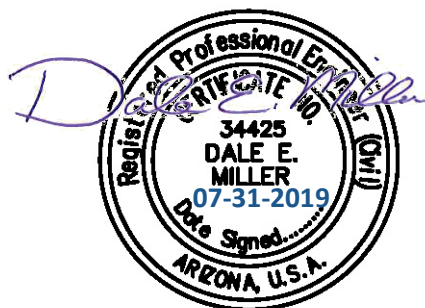


TOWN OF STAR VALLEY

2019 SLURRY SEAL PROGRAM

BID/CONTRACT DOCUMENTS
&
TECHNICAL SPECIFICATIONS

31 JULY 2019



Expires 12/31/2020

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2019 SLURRY SEAL PROGRAM

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REFERENCED DOCUMENTS

STANDARD SPECIFICATIONS (Separate documents from these bid/contract documents)

- Uniform Standard Specifications and Details for Public Works Construction
2019 Revision to the 2015 Edition, Maricopa Association of Governments (MAG)
- Arizona Department of Transportation, Standard Specifications for Road and Bridge
Construction, 2008 Edition, latest revision
- Manual on Uniform Traffic Control Devices (latest revision) and the Arizona Supplement
to the MUTCD (latest revision)

CONSTRUCTION DRAWINGS / PLANS (Separate document from these bid/contract documents)

- Note – there are no construction drawings/plans for this project – maps showing the
street segments to receive the slurry seal improvements are contained in the technical
specifications section herein

INVITATION TO SUBMIT BIDS

2019 SLURRY SEAL PROGRAM

**TOWN OF STAR VALLEY
3675 East Highway 260
Star Valley, Arizona 85541**

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Star Valley, Gila County, Arizona, will receive sealed bids from qualified firms registered with the Arizona Registrar of Contractors for the **2019 SLURRY SEAL PROGRAM**, Town of Star Valley.

Sealed bids will be accepted until 1:30 pm (local time), on the 10th day of September, 2019, at the Office of the Town Clerk, located at 3675 East Highway 260, Star Valley, Arizona 85541, at which time the bids will be opened, read aloud, and verified. It is the responsibility of the Bidder to ensure timely delivery of the bid. Any bid received after the bid closing time will not be accepted and will be returned unopened. Unsigned bids will be considered unresponsive and will be rejected. All information and bids submitted by bidders will be made available for public inspection following award of a Contract.

Each Bid shall be accompanied by a Certified Check, Cashier's Check, or Bid Bond in the amount of ten percent (10%) of the amount of the total base bid, and made payable to the Town of Star Valley. Such Check or Bid Bond will be given as a guarantee that Bidder will enter into a Contract, if awarded, and will provide a satisfactory Performance and Payment Bond; and shall be declared forfeited as Liquidated Damages if the successful Bidder refuses to enter into the said Contract after being requested to do so by the Town of Star Valley. Such Check or Bid Bond will be returned to the respective unsuccessful Bidders upon award of the Contract and to the successful Bidder on execution and delivery of a satisfactory Surety Company Performance and Payment Bond in the amount of one hundred percent (100%) of the total Contract Price.

All Bids must include a proposed project schedule.

Bidders and other interested parties are hereby notified that no pre-bid conference shall be held. **The deadline for submittal of Questions by Bidders for formal response by the Town of Star Valley is Wednesday, September 04, 2019.**

Bid/contract documents and any supporting information, in PDF format only, will be available from the Town of Star Valley located at 3675 East Highway 260, Star Valley, Arizona 85541, Monday through Friday, 8:00 a.m. to 5:00 p.m. **Electronic copies of the Plans and Bid/Contract Documents in PDF format will be provided by email or on a CD at no charge by contacting Edith Chapin, Town Clerk, (928) 472-7752, echapin@starvalleyaz.gov.** To receive a set of bid/contract documents and plans, you must **register as a plan holder with the Town Clerk** in order to receive addenda and other project-related information.

The Town of Star Valley reserves the right to reject any or all bids, to waive informalities or irregularities in the bidding, and to withhold the award for any reason the Town determines to be in the best interests of the Town of Star Valley.

Minority, woman-owned, and disadvantaged businesses are encouraged to submit bids.

All questions and/or correspondence regarding this project shall be directed to Mr. Dale E. Miller, Project Engineer for the Town of Star Valley, at (480) 522-0330, or at dmiller@rickengineering.com.

Timothy Grier
Town Manager

Edith Chapin
Town Clerk

End of Invitation to Submit Bids

INFORMATION FOR BIDDERS

2019 SLURRY SEAL PROGRAM

Sealed bids will be accepted until 1:30 pm (local time), on the 10th day of September, 2019, at the Office of the Town Clerk, located at 3675 East Highway 260, Star Valley, Arizona 85541. Bids must be mailed or delivered to Town of Star Valley Town Clerk at 3675 East Highway 260, Star Valley, Arizona 85541. Late bids will not be considered.

Each bidder, before submitting their bid, shall become fully informed as to the extent, nature, and character of work required. All questions relating to the bid must be submitted in writing to Edith Chapin, Town Clerk, by mail or by email (echapin@starvalleyaz.gov), referencing this project prior to the September 04, 2019, bidder questions deadline indicated on the Bidding Procedure Timetable. The bidder shall bear all risks associated with delays in the US mail or other delivery service. Any requests received after the stated deadline may not be considered. All requests received prior to the deadline will be responded to in writing by the Town in the form of an addendum addressed and sent to all registered plan holders.

If any addenda are issued, the contractor must acknowledge receipt of any and all addenda on the bid form in order to submit a qualifying bid.

Each Bid Form must be submitted in a sealed envelope addressed to Town of Star Valley Town Clerk. Each sealed envelope containing a Bid Form must be plainly marked on the outside with the name of the project:

2019 SLURRY SEAL PROGRAM

The envelope should also bear on the outside:

- **the name of the Bidder,**
- **the Bidder's address, and the**
- **bid opening date and time.**

All Bids must be made on the required Bid Form and Bid Schedule. All blank spaces for Bid Prices must be filled in, in ink or typewritten, and the Bid Form and Bid Schedule must be fully completed, and the Bid Form executed, when submitted. Only one copy of the Bid Form and Bid Schedule are required. Any improperly completed bids will not be accepted.

Bid Security in the amount of not less than ten percent (10%) of the total Bid amount must accompany each Bid Form in the type and form specified in these Bid/Contract Documents.

The Town reserves the right to reject any and all Bids, to waive any informalities and minor irregularities in bids, and to accept the Bid deemed in the opinion of the Town of Star Valley to be in the best interest of the Town. A conditional or qualified Bid may be cause for rejection.

Any Bid may be withdrawn prior to the above scheduled date and time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered and will be returned unopened. No Bidder may withdraw a Bid within ninety (90) calendar days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period of time, the time may be extended by mutual agreement between the Town and the Bidder.

Bidders and other interested parties are hereby notified that no pre-bid conference shall be held for this project. **The deadline for submittal of Questions by Bidders for formal response by the Town of Star Valley is Wednesday, September 04, 2019.**

Bidders must satisfy themselves as to the extent and accuracy of the estimated quantities in the Bid Schedule by examination of the project site, review of the project limits shown herein, these bid/contract documents, and the technical specifications, including any issued Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the approximate quantities of the work or the nature of the work to be done and satisfactorily completed.

Each Bidder shall demonstrate their experience in the construction of slurry seals, pavement surface striping, traffic control, and other related improvements as detailed herein and under local traffic conditions. **Each Bid must include a proposed project schedule, the provided 'Schedule of Major Subcontractors' to be assisting in the project, and a list of at least three (3) recent relevant complete projects of a similar nature with reference contact information.** For the reference project experience listing, the Bidder shall include the size range in construction cost for street slurry seal projects constructed, and a general description and conditions for each of the three or more referenced projects. The Bidder shall also provide at least one reference for each project with current and correct contact information (phone number and email address) for that reference.

The Bid/Contract Documents, and any Addenda issued, contain the provisions required for the construction of the Project. Information otherwise obtained from an officer, agent, or employee of the Town, or any other person, shall not affect the risks or obligations assumed by the Contractor or relieve them from fulfilling any of the conditions of the contract.

The Party to whom the Contract is awarded will be required to execute the Agreement within fourteen (14) calendar days from the date when Notice of Award is delivered to the Bidder.

The Notice of Award shall be accompanied by the necessary Agreement and any additional required or needed forms. In case the Bidder fails to execute the Agreement, the Town reserves the right to exercise its option to consider the Bidder in default and the Bid Security forfeited, in which case, another Bidder may be awarded the project.

A Performance Bond and a Labor and Material Payment Bond, each in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the Contracting Agency, will be required for the faithful performance of the Contract. Attorneys-in-Fact who sign Bid Bonds or Performance Bonds or Labor and Material Payment Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.

INSURANCE REQUIREMENTS:

The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed to do business in the State of Arizona with policies and forms satisfactory to the Town.

All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole direction of the Town, constitute a material breach of this Contract.

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

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

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town under such policies. The Contractor shall be solely responsible for deductible and/or self-insured retention and the Town, at its option, may require the Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

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

The insurance policies, except Workers' Compensation, required by this Contract shall name the Town, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

REQUIRED INSURANCE COVERAGE:

a. General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude X, C, U.

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

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20101185, and shall include coverage for Contractor's operations and products and completed operations.

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

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

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

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

CERTIFICATES OF INSURANCE:

Prior to commencing Services under this Contract, Contractor shall furnish the Town with Certificates of Insurance (naming the Town and their Engineer as additionally insured), or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the Town fourteen (14) calendar days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

INSURANCE CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without fourteen (14) calendar days prior written notice to the Town.

End of Insurance Provisions

Within fourteen (14) calendar days of receipt of acceptable proof of insurance, W-9 form, Payment and Performance Bonds, any other required documents, and an Agreement signed by the party to whom the Agreement was awarded, the Town shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Town not execute the Agreement within such period, the Bidder may, by Written Notice, withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Town.

The Town shall issue the Notice to Proceed within fourteen (14) calendar days of the execution of the Agreement. Should there be reasons why the Notice to Proceed cannot be issued within such period of time, the time may be extended by mutual agreement between the Town and Contractor. If the Notice to Proceed has not been issued within the fourteen (14) calendar day period, or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project, shall apply to the Contract throughout the term of the Contract.

Bidders shall be qualified firms registered with the Arizona Registrar of Contractors and a licensed and bonded contractor in the State of Arizona.

The Selected Contractor shall, in all hiring or employment made possible or resulting from this project, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeships.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this project on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status, sexual orientation, or the presence of any sensory, mental or physical handicap. In addition, the Town of Star Valley will ensure that disadvantaged business enterprises (DBEs) will be afforded full opportunity to submit bids and proposals to all invitations.

This project is being bid in accordance with the Town of Star Valley policies. Protest Procedure – bid protests shall be submitted in writing to:

Edith Chapin, Town Clerk
Town of Star Valley
3675 East Highway 260, Star Valley, Arizona 85541
Phone: (928) 472-7752

Bid protests must be received within 72 hours of the notification of award. Protests must contain, at a minimum:

- the name, address and telephone number of the protester
- the signature of the protester or its representative and evidence of authority to sign
- a detailed statement of the legal and factual grounds of the protest including copies of relevant data
- the form of relief requested

Within 5 business days of receipt, and after consultation with legal counsel or others, the Town will respond in writing to the protest.

The Town of Star Valley reserves the right to reject any or all bids; to waive irregularities of information in any bid; to re-advertise the bid; and/or take any steps determined prudent in order to resolve the protest.

End of Information for Bidders

BIDDING PROCEDURE TIMETABLE

2019 SLURRY SEAL PROGRAM TOWN OF STAR VALLEY

Invitation to Submit Bids Advertisement Date	First Notice August 06, 2019 Payson Roundup newspaper
Pre-Bid Conference (non-mandatory)	No Pre-Bid Conference to be Held
Deadline for Bidders Questions	September 04, 2019 (Wednesday)
Final Addendum Issued (if necessary)	September 05, 2019 (Thursday)
Bid Submittal Deadline / Bid Opening	1:30 PM September 10, 2019 (Tuesday) Town Hall 3675 East Highway 260 Star Valley, AZ 85131
Town Council Approval of Award	September 17, 2019 (Tuesday)
Notice of Award	September 18, 2019 (Wednesday)
Notice to Proceed Issued & Pre-Construction Meeting	September 30, 2019 (Monday)
Project Commences (estimated)	October 07, 2019 (Monday)
Number of Construction Days	30 Calendar Days
Project Completion (estimated)	November 06, 2019 (Wednesday)

BID FORM

2019 SLURRY SEAL PROGRAM TOWN OF STAR VALLEY

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____,* to the Town of Star Valley (hereinafter called "Contracting Agency").

(* Insert "a Corporation", a Partnership", "an Individual", as applicable)

In compliance with your Invitation to Submit Bids, Bidder hereby proposes to perform all work for the complete construction of the **2019 SLURRY SEAL PROGRAM** in strict accordance with these Bid/Contract Documents, within the time set forth therein, and at the prices stated in the following Bid Schedule. **The Bid Schedule must accompany this Bid Form.**

By submission of this Bid, the Bidder certifies, and in the case of joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed, and to **complete the Project within thirty (30) calendar days** thereafter. Bidder further agrees to pay as liquidated damages, and not as penalty, the sum of one thousand dollars (\$1,000.00) for each consecutive calendar day thereafter as provided in the General Conditions.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	ISSUE DATE	ACKNOWLEDGEMENT
Addendum 1		
Addendum 2		
Addendum 3		
Addendum 4		

Bidder agrees to perform all work described and contained herein and in accordance with these Bid/Contract Documents and the Technical Specifications for the unit prices or lump sum amounts shown on the accompanying Bid Schedule.

Bidder acknowledges that quantities shown in the accompanying Bid Schedule are estimated and approximate, and are only for the purpose of comparing bids and determining the low bid.

Bidder acknowledges that payment will be based on the unit prices set forth in the Bid Schedule for the actual quantities furnished, installed, or constructed, as provided for in the Technical Specifications and these Bid/Contract Documents.

Bidder acknowledges that the cost of a 100% Performance and a 100% Labor and Payment Bond have been included in the Bid, and agrees that Bidder will, at the time of execution of the Agreement or a suitable Letter of Intent, furnish said Bonds, in the amount of the 100% of the Contract amount, with a Surety Company satisfactory to the Town of Star Valley.

Respectfully Submitted:

Contractor-Firm Name (Bidder)

Signed by (Typed or Printed Name)

Title

Address

Doing Business As

Town/State/Zip Code

Contact Phone Number

Contact Email Address

Signature

Date

The BID SCHEDULE must accompany this BID FORM.

BID SCHEDULE

2019 SLURRY SEAL PROGRAM

Bidders Name: _____

NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM BID TOTAL
1.	SLURRY SEAL, LATEX MODIFIED EMULSION, TYPE II AGGREGATE	31,200	SY	\$	\$
2.	PAVEMENT MARKING – WHITE	260	SF	\$	\$
3.	PAVEMENT MARKING – YELLOW	2,985	SF	\$	\$
4.	MOBILIZATON & TRAFFIC CONTROL	1	LS	\$	\$
TOTAL BID AMOUNT					\$

ADJUSTMENT OF PROJECT SCOPE BASED ON FUNDING LIMITS

The total bid price for this project is for all pavement slurry seal surfacing, pavement markings, traffic control, and related improvements denoted in the Bid Schedule above and in the technical specifications contained herein. The Bidder is advised that the Town of Star Valley has a fixed budget for the project. The Town's intent is to keep the total project cost within the available funding amount. Therefore, the Town of Star Valley reserves the right to decrease (or increase) the scope of the project, at the bid unit prices, with the awarded Contractor, if and as deemed necessary, to adjust the overall construction cost of the project to fully use, but be within, the available funds for the project. By submitting a bid, the Bidder agrees to this scope adjustment and overall change in the total contract amount for award of the project.

QUANTITIES

The estimated quantities are approximate only and the actual quantities will vary from these totals.

BASIS FOR BID

The Bidder is required to bid each and every item in each and every bid schedule.

The total bid price will be used to compare bids received for the purpose of selecting a Contractor for the **2019 SLURRY SEAL PROGRAM** for The Town of Star Valley.

Award of the contract shall be to the bidder with the lowest total bid price based on the estimated quantities of work for each bid item set forth in the Bid Schedule.

BIDDER ACKNOWLEDGEMENT

The undersigned hereby declares that representatives of the Bidder have visited the site and have carefully examined the Bid/Contract Documents and Technical Specifications relating to the work covered by the above bid.

The undersigned understands that any quantities stated or implied in the specifications or elsewhere in the Contract Documents are approximate only, and are subject to increase or decrease, and hereby proposes to perform all quantities of work, as either increased or decreased, in accordance with the provisions of the technical specifications for the unit bid prices stipulated in the Bid Schedule.

The undersigned understands that all work associated with **2019 SLURRY SEAL PROGRAM** as specified for this contract shall be in accordance with the contract documents, technical specifications, all applicable MAG Standard Specifications, MAG Standard Details, ADOT Standard Specifications, ADOT Traffic Details, and all applicable requirements of the Manual on Uniform Traffic Control Devices (latest revision), except as otherwise required by the Project Bid/Contract Documents and the Technical Specifications.

The undersigned understands that this Bid Proposal Form and Bid Schedule shall be submitted with a Proposal Guarantee of Certified Check, Cashier's Check, or Surety (Bid) Bond for an amount not less than 10 percent of the amount bid, along with other required documents as set forth herein.

The undersigned agrees that upon receipt of the Notice of Award from the Town of Star Valley, the Bidder/Contractor will execute the contract documents and furnish the required bonds and certificates of insurance prior to commencement of work.

All work shall be completed within thirty (30) calendar days beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining all necessary materials, supplies, and/or equipment needed to complete the work in its entirety.

CONSTRUCTION SCHEDULE

The bidder shall submit with the bid a proposed construction schedule for the project.

Upon award of the project, once the final size and scope of the project has been established, the Contractor shall submit a detailed construction schedule prior to the preconstruction conference that will be scheduled for the project.

BID SUBMITTAL PACKAGE

All Bids must include:

- **Bid Form with Bid Schedule**
- **a Bid Bond (10% Bid Amount)**
- **a proposed Project Schedule**
- **a completed Schedule of Major Subcontractors to be assisting in the project**
- **a list of at least three (3) successfully completed projects of a similar nature to this project with reference contact information**

End of Bid Form with Bid Schedule

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____ as
Principal, and _____, as Surety, are
hereby held and firmly bound unto THE TOWN OF STAR VALLEY, ARIZONA, as Contracting
Agency in the penal sum of \$ _____
_____ for the payment of which, well and truly to be made, we hereby jointly and severally
bind ourselves, successors and assigns.

Signed this _____ day of _____, 2019

The Condition of the above obligation is such that whereas the Principal has submitted to THE TOWN OF STAR VALLEY, ARIZONA, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract, in writing, for the construction of the Project:

2019 SLURRY SEAL PROGRAM, TOWN OF STAR VALLEY

NOW, THEREFORE,

- (A) If said Bid shall be rejected, or
- (B) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of an Agreement attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Agreement, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by an extension of the time within which the Contracting Agency may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed, and these present to be signed by their proper officers, the day and the year first set forth above.

Principal (printed)

Principal (signature)

Surety (printed)

Surety (signature)

Witness

IMPORTANT: Surety companies executing Bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Arizona.

End of Bid Bond

SCHEDULE OF MAJOR SUBCONTRACTORS

2019 SLURRY SEAL PROGRAM

Contractor: _____

1	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
2	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
3	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
4	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
5	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
6	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail

Attach additional pages as needed. ***Submit with bid proposal form.***

End of Schedule of Major Subcontractors



**STANDARD FORM OF AGREEMENT
BETWEEN
TOWN AND CONTRACTOR
FOR
CONSTRUCTION SERVICES**

AGREEMENT

Made as of the _____ day of _____ in the year **2019**

BETWEEN the: **Town of Star Valley
3675 East Highway 260
Star Valley, Arizona 85541**

And the Contractor: _____

For the following Project:

2019 SLURRY SEAL PROGRAM

PART 1
CONTRACT DOCUMENTS

- 1.1 The Contract Documents consist of the following:
- (a) This Agreement;
 - (b) The Invitation to Submit Bids;
 - (c) The Contractor's Bid;
 - (d) Information for Bidders;
 - (e) Special Provisions;
 - (f) Plans (or drawings) and other documents listed in the Invitation for Bids;
 - (g) Bid Bond;
 - (h) Performance Bond and Labor and Material Payment Bond;
 - (i) Notice of Award;
 - (j) Acceptance of Notice of Award;
 - (k) Notice to Proceed;
 - (l) Change Orders;
 - (m) Addenda; and
 - (n) Modifications/Change Orders issued after execution of the Agreement
- 1.2 All of the above-listed Contract Documents are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Agreement. If there is any conflict between this Agreement and the other Contract Documents, the terms and conditions of this Agreement shall control.
- 1.3 The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations or agreements, either written or oral. Except as provided herein, this Contract may not be modified or amended except by written agreement signed by the parties.
- 1.4 The Agreement is this executed Standard Form of Agreement between Town and Contractor.

PART 2
CONTRACT SUM

- 2.1 The Town shall pay the Contractor, in current funds, for the Contractor's performance of the
- Contract in the total amount of \$_____
- subject to additions and deductions as provided for in the Contract Documents.

- 2.2 Based upon Invoices submitted by the Contractor, the Town shall make payments to the Contractor for actual work performed. Invoices shall indicate a description of the work performed and percentage completion, as specified in the Contract Documents.
- 2.3 Retainage. The amount to be retained from payments shall be ten (10) percent of the value of the completed work, exclusive of payments for materials on hand, but not greater than five (5) percent of the amount of the contract. When the retainage has reached five (5) percent of the amount of the contract, no further retainage will be withheld and this amount will be retained until such time as final payment is made. If applicable, the Contractor shall make payments to its subcontractors in accordance with Arizona Revised Statute Title 34-221
- 2.4 The appropriated funds for this project are equal to or exceed the amount of the contract stated in Paragraph 4. Any change order or change directive requiring additional compensable work to be performed which work causes the aggregate amount available under the contract to exceed the amount appropriated for the original contract shall be agreed to in writing, signed by both parties and shall assure that the Town has made lawful appropriations to cover the costs of the additional work. Any change order or directive made by the Town requiring additional compensable work to be performed shall be performed at the hourly rates and/or unit pricing set forth in the contractor's bid and shall be reimbursed at the contractor's costs on a monthly basis for all additional directed work performed until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the contractor has submitted an estimate of cost to the Town for the additional compensable work to be performed.

PART 3

SCOPE OF SERVICES

- 3.1 The Contractor shall execute the entire Scope of Work described in the **Bid/Contract Documents dated July 31, 2019**, any Addenda issued, and the Contractor's Bid, submitted **September 10th, 2019**, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

PART 4

TOWN'S RESPONSIBILITIES

- 4.1 The Town shall provide full information regarding requirements for Work to be performed.
- 4.2 The Town shall designate, when necessary, a representative authorized to act in the Town's behalf with respect to the Project or Project Documents.

- 4.3 The Town shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Contractor shall be entitled to rely upon the accuracy and completeness thereof.

PART 5
DATE OF COMMENCEMENT

- 5.1 The date of commencement is the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Town.

PART 6
TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 6.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on the date specified in the Notice to Proceed.
- 6.2 The Contractor will proceed with the work at such a rate or progress to insure full completion within the Contract time. It is expressly understood and agreed, by and between the Contractor and the Contracting Agency, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- 6.3 Should the Contractor fail to complete the work within the Contract time, or extension of time granted by the Contracting Agency, the Contractor shall pay the Contracting Agency the amount of liquidated damages specified in the Bid, or \$1,000 per day if not specified in the Bid, for each calendar day the Contractor may be in default of the time stipulated in the Contract Documents.
- 6.3.1 The Contractor shall not be charged with liquidated damages provided the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Contracting Agency or Engineer.
- 6.3.1.1 Delay due to any preference, priority or allocation order duly assigned by the Contracting Agency.

- 6.3.1.2 To unforeseeable causes beyond the control, and without the fault or negligence, of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of omission of the Contracting Agency, floods, epidemics, quarantine restrictions, strikes, material or fuel shortages due to governmental regulations or allocations, freight embargoes, and abnormal or unusually severe weather.
- 6.3.1.3 Permitting the Contractor to continue and finish the work, or any part of it, after the time fixed for its completion, or after the date to which the time fixed for its completion may have been extended, will in no way operate as a waiver on the part of the Contracting Agency of any of its rights under the Contract.

PART 7

FINAL INSPECTION AND FINAL PAYMENT

- 7.1 Final Inspection. The Contractor shall notify the Town when the Work is complete and ready for final inspection by means of a letter of completion. Within ten (10) working days thereafter, the Town shall make a final inspection to determine whether the Work has been completed in accordance with the Contract Documents and shall submit a written list of any defects to the Contractor. The Contractor shall promptly correct any defects without additional cost to the Town within ten (10) working days after receipt of the list of defects. If any defects cannot be corrected within ten (10) working days, the Contractor shall initiate corrective measures within said period of ten (10) working days, and shall thereafter pursue correction of such defects promptly and with due diligence. The Contractor shall also deliver to the Town all guarantees and warranties, all statements to support state sales and use tax refunds or payments, final plan set, record sets, as-constructed plans, geotechnical reports, documentations and calculations, approved shop drawings, and material testing records as a complete package. The Contractor shall provide the Town with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter).
- 7.2 Final Acceptance and Final Payment. If the Contractor has completed the Work in a manner finally acceptable to the Town ("Final Acceptance"), the Town may authorize final payment ("Final Payment") from the Retained Amount upon written request by invoice of the Contractor and completion of the following conditions:
 - (a) The Town shall determine that satisfactory and substantial reasons exist for the Final Payment;
 - (b) The Town shall require written approval from any surety furnishing bonds for the Work;

- (c) The Town may require the Contractor to provide evidence that payment has been made to all subcontractors, consultants, and suppliers;
- (d) A notice of contractor's settlement shall have been published in accordance with Town and State Regulations.

PART 8

TOWN'S RIGHT TO STOP THE WORK

- 8.1 If the Contractor fails to correct defective Work or fails to carry out the Work in accordance with the Contract Documents, the Town, by a written order, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.
- 8.2 The Town may order the Contractor in writing to suspend all or any part of the Work for such period of time as the Town may determine to be appropriate for the Town's convenience.
- 8.3 Upon receipt of any such suspension order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work suspension.
- 8.4 If the Town, pursuant to paragraph 8.2, suspends the performance of all or any part of the Work, the Contractor may make application for an adjustment in Contract Time and/or Contract Price, as applicable.

PART 9

TOWN'S RIGHT TO CARRY OUT THE WORK

- 9.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the Town to commence and continue correction of such default or neglect with diligence and promptness, the Town may, without prejudice to any other remedies it may have, initiate and complete the necessary work to cure such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due to Contractor, the cost of correcting such deficiencies, including compensation for the any additional services of the Town's consultant's made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Town by way of reimbursement.

PART 10
UNCOVERING THE WORK

- 10.1 If any portion of the Work should be covered contrary to the request of the Town or contrary to requirements specifically expressed in the Contract Documents relative to inspection by the Town, it must, if required in writing by the Town, be uncovered for its observation and inspection and shall be replaced at the Contractor's expense.
- 10.2 If any other portion of the Work has been covered, the Town may request to see such Work and the Contractor shall uncover it. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the Town by appropriate Change Order. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that the Town caused this condition, in which event the Town shall be responsible for the payment of such costs.

PART 11
CORRECTION OF WORK

- 11.1 The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, plans, reports, drawings, and other services rendered by the Contractor; and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies that occur.
- 11.2 The Contractor shall promptly correct all Work rejected by the Town as defective or as failing to conform to the Contract Documents observed before Final Acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Town's additional services made necessary thereby. This obligation shall survive termination of the Contract. The Town shall give such notice promptly after discovery of the condition.
- 11.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected, unless the Town waives such removal, in writing.
- 11.4 If the Contractor fails to correct defective or non-conforming Work, the Town may correct it in accordance with Part 9 (Town's Right to Carry Out the Work).
- 11.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Town, the Town may remove such work and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days after billing from the Town for such costs, the Town, upon ten (10) additional days' written notice, may sell such Work (materials and equipment) at auction or at private sale and shall account to the Contractor for the net proceeds

thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Town's additional services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Town by way of reimbursement.

- 11.6 The Contractor shall bear the cost of making good all work of the Town or separate contractors destroyed or damaged by such correction or removal, unless in the Town's sole discretion, the Town agrees to a percentage deduction of the total contract payment, in lieu of said correction or removal of Work.

PART 12

CHANGES IN THE WORK

- 12.1 The Town may from time to time, by written notice to the Contractor, extend the Start or Completion Dates or make changes in the Work necessary or convenient to accomplish the purpose intended by the Contract Documents. The Town shall have such further authority, if any, as may be specifically granted or authorized by the Town to initiate or process administrative Change Orders affecting the price or quantity of the Work to be performed. A Change Order is a written order to the Contractor signed by the Town, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Completion Date or Contract Price. By signing the Change Order, the Contractor indicates agreement with the Change Order, including, without limitation, the adjustment in the Contract Price or the Period of Performance set forth within such Change Order. The Contractor agrees to minimize the cost of all Change Order to the extent possible.
- 12.2 The cost or credit to the Town resulting from a change in the Work shall be determined in one or more of the following ways:
- (a) by mutual acceptance of a lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation;
 - (b) by unit prices stated in the Contract Documents or subsequently agreed upon; or
 - (c) by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

PART 13

TERMINATION OF AGREEMENT

- 13.1 This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

- 13.2 This Agreement may be terminated by the Town upon at least seven (7) days written notice to the Contractor in the event that the Project is permanently abandoned.

PART 14
NONDISCRIMINATION

- 14.1 The Contractor shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona-fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 14.2 No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

PART 15
HOLD HARMLESS/INDEMNIFICATION

- 15.1 To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town of Star Valley, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, omission, or other fault of the Contractor or any subcontractor, or any other person for whom the Contractor is responsible.
- 15.2 The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town of Star Valley.

PART 16
INDEMNIFICATION, BONDS, INSURANCE, AND WARRANTIES

- 16.1 Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and

against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and shall bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

- 16.2 Performance and Payment Bonds. For the construction portion of the Work, the Contractor shall furnish, at the Contractor's expense, a performance bond and a separate labor and materials payment bond, each for an amount not less than 100% of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Arizona. If at any time during performance of the Work, the surety on the bonds shall be disqualified from doing business in Arizona, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the Town. The bonds shall be delivered to the Town's Purchasing Agent prior to the commencement of the Work and shall remain in effect until two years from completion of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed Change Order or contract amendment.
- 16.3 Insurance. The Contractor and any subcontractors or sub-consultants shall purchase and maintain insurance coverage in a company or companies licensed to do business in the State of Arizona in not less than the minimum limits set forth in the Information for Bidders. Certificates evidencing such coverage shall be delivered to the Town Clerk prior to the start of Work. Such certificates shall name the Town of Star Valley as an additional insured and which shall further provide that coverage may not be discontinued or materially modified without at least 15 days prior written notice to the Town of Star Valley.
- 16.4 Warranty. The Contractor warrants the construction portion of the Work against defects in workmanship and materials for a period of two (2) years commencing on the date of Final Acceptance (the "Warranty Period"). The Contractor shall also assign to the Town any longer term warranty of materials used by the Contractor as may be provided by the manufacturer. The Contractor shall promptly replace any materials or re-perform any portion of the Work found to be defective within the Warranty Period in accordance with the Contract Documents and without expense to the Town. If the Contractor fails to proceed promptly in accordance with these warranties, the Town may have the work performed, at the expense of the Contractor.

PART 17
COMPLIANCE WITH LAWS

- 17.1 It is assumed that Contractor is familiar with all federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site or in any way affect the conduct of the work or construction of the project. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work or the project. It is not the responsibility of Contractor to determine that this Agreement and the contract documents are in accordance with applicable laws, statutes, building codes, and regulations; however, if Contractor knows, or should have reason to know, that any of the contract documents are at variance therewith in any respect, Contractor shall promptly notify the Town of Star Valley in writing, and any necessary changes shall be made as provided herein.

PART 18
FUTURE SUPPORT

- 18.1 The Town makes no commitment and assumes no obligations for the support of Contractor's activities except as set forth in this Agreement.

PART 19
INDEPENDENT CONTRACTOR

- 19.1 There is no employment relationship created pursuant to this Agreement and the Contractor is and shall remain an independent contractor for all purposes hereunder.

PART 20
MISCELLANEOUS PROVISIONS

- 20.1 This Agreement shall be governed by the laws of the State of Arizona.
- 20.2 The Town and the Contractor respectively bind themselves, their partners, agents, successors, assigns and legal representatives to the other party to this Agreement and to the partners, agents, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Town nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.
- 20.3 Contractor shall be required to comply with applicable safety regulations.

20.4 This project is being conducted in accordance with the Town of Star Valley Purchasing Policy.

20.5 Prior to start of any phase of Work, the following documents must be on file in the Town Clerk's Office.

20.5.1 Certificates of Insurance, as required by the Contract Documents

20.5.2 Completed W-9 Form

20.5.3 Town of Star Valley Business License

20.5.4 Town of Star Valley Sales Tax License, as required

20.5.5 Illegal Alien Certification Form

20.5.6 Performance Bond

20.5.7 Labor and Material Payment Bond

PART 21

TOWN OWNERSHIP

21.1 Regardless of the future services retained by the successful contractor, all of the products of this project, including recommendations, drawings, artwork, photos, and similar materials used to produce the required submittals, shall become the property of the Town of Star Valley. Any furnished materials shall remain the property of the Town of Star Valley. All such items shall be delivered to the Town of Star Valley in usable condition after completion of the work, and prior to submission of the invoice for payment.

21.2 Any materials excavated from the project site shall be used on the project where possible. The Town reserves the right to maintain possession of any unused excavated materials at the Town's discretion.

PART 22

SEVERABILITY

22.1 If any provision in the Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part of provision hereof.

THIS AGREEMENT is entered into as of the date and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor and one to the Town.

TOWN OF STAR VALLEY

(SEAL)

By: _____
Mayor Gary Coon
3675 East Highway 260
Star Valley, Arizona 85541

ATTEST:

Edith Chapin
Town Clerk

CONTRACTOR:
(NAME OF FIRM OR CONTRACTOR)

Firm Name: _____
(Insert name of Corporation, Limited Liability Company,
Partnership or sole proprietorship)

Doing business as _____
(insert trade name or name under which corporation,
company, partnership or proprietorship is doing
business, if different from legal name of entity or
proprietor)

By: _____
Signature

Title

Date

End of Standard Form of Agreement

NOTICE TO PROCEED

(DATE)

(CONTRACTOR)

RE: 2019 SLURRY SEAL PROGRAM

Dear (CONTRACTOR):

The date of Notice to Proceed for the above project is _____, **2019**.

In accordance with the Agreement dated _____, **2019**, you are hereby notified to commence work within ten calendar days after the Notice to Proceed, hence on or before _____, **2019**.

Before you begin work on the project, we will need the following, as necessary, for Town approval:

- Shop Drawings
- List of key Project Personnel contact names, telephone numbers, and email addresses
- Detailed and Updated Construction Schedule
- Traffic Control Plan including ADOT Encroachment Permit
- Pre-Construction Meeting – Please call to set this up with the Engineer in charge of this project.

You are to complete the work within **thirty (30) consecutive calendar days after the Notice to Proceed**.

Therefore, the date of completion of all work is _____, **2019**.

Sincerely,
TOWN OF STAR VALLEY

Timothy Grier
Town Manager

End of Notice to Proceed

ACCEPTANCE OF NOTICE TO PROCEED

(DATE)

(CONTRACTOR)

RE: 2019 SLURRY SEAL PROGRAM

Receipt of the Notice to Proceed is hereby acknowledged on this _____ day of _____,
2019.

By _____

Title _____

Company _____

Please complete and return this form within three days to:

**Town of Star Valley
Attn: Edith Chapin, Town Clerk
3675 East Highway 260
Star Valley, Arizona 85541**

End of Acceptance of Notice to Proceed

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Full name and address of legal title of Contractor)

_____, a

_____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Full name and address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Full name and address or legal title of Contracting Agency)

hereinafter called Town, in the penal sum of _____

Dollars \$(_____) (insert sum equal to Contract Price) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Contracting Agency, dated the _____ day of _____, **2019**, a copy of which is hereto attached and made a part hereof for the construction of:

2019 SLURRY SEAL PROGRAM

in accordance with the:

Bid/Contract Documents and Technical Specifications prepared by RICK Engineering Company, 6150 N 16th St, Phoenix, AZ 85016 [Attention: Dale E. Miller, PE, (480) 522-0330, dmiller@rickengineering.com];

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Contracting Agency, with or without notice to the Surety and during the two-year warranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Town of Star Valley from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Contracting Agency all outlay and expense which the Contracting Agency may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or Work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Any suit under this Bond must be instituted before the expiration or two (2) years from the date on which final payment under the Contract falls due. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Contracting Agency named herein or the heirs, executors, administrators, or successors of the Contracting Agency.

PROVIDED, FURTHER, that no final settlement between the Contracting Agency and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, on this the _____ day of _____, **2019.**

ATTEST:

(Principal)

By: _____
Secretary

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety)

By: _____
(Surety) Secretary

(SEAL)

(Witness as to Surety)

Attorney-in-Fact

(Address)

(Address)

NOTES: Date of Bond must not be prior to date of Contract.
 If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the US Treasury Department's
 most current list (Circular 570 as amended) and be authorized to transact business
 in the State of Arizona.

End of Performance Bond

LABOR AND MATERIAL PAYMENT BOND

This Bond is issued simultaneously with the Performance Bond in favor of the Town conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Full name and address or legal title of Contractor)

as Principal, herein called "Principal", and

(Full name and address of Surety)

a corporation duly organized under the laws of the State of Arizona, as surety, herein called Surety, are

held and firmly bound unto

(Full name and address or legal title of Contracting Agency)

as Obligee, hereinafter called Contracting Agency, for the use and benefit of claimants as here in below defined in the penal sum of

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

WHEREAS, Principal has by written agreement dated _____, 2019, entered into a contract with the Contracting Agency for the construction of the following project:

2019 SLURRY SEAL PROGRAM

in accordance with the:

Bid/Contract Documents and Technical Specifications prepared by RICK Engineering Company, 6150 N 16th St, Phoenix, AZ 85016 [Attention: Dale E. Miller, PE, (480) 522-0330, dmiller@rickengineering.com];

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contact with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Contracting Agency that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Contracting Agency shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Contracting Agency, or the Surety above named, within ninety (90) days after such claimant performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Contracting Agency or Surety at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be the minimum period of limitation permitted by such law.
 - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this _____ day of _____, **2019**.

ATTEST:

(SEAL)

(Principal)

(Principal Secretary)

By:

(Address)

By: _____
Witness as to Principal

(Address)

ATTEST:

(Surety)

By: _____
(Attorney-in-fact)

By: _____
(Witness as to Surety)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
 If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the US Treasury
 Department's most current list (Circular 570 as amended) and be authorized
 to transact business in the State of Arizona.

End of Labor and Material Payment Bond

CHANGE ORDER

RE: 2019 SLURRY SEAL PROGRAM

Contractor: _____

Acct. #

Department:

Staff Contact:

Contractor Name:

Address:

Original Contract Date:

Change Order Number:

THE CONTRACT SHALL BE MODIFIED AS FOLLOWS:

JUSTIFICATION:

COST BREAKDOWN:

Contractor agrees to the specific costs herein and waives all rights to any future impact costs directly or indirectly related to or arising from the additional work. The appropriated funds for this project are equal to or exceed the amount of the contract. Pursuant to C.R.S. § 24-91-103.6(2), any change order or change directive requiring additional compensable work to be performed which work causes the aggregate amount available under the contract to exceed the amount appropriated for the original contract shall be agreed to in writing, signed by both parties and shall assure that the Town has made lawful appropriations to cover the costs of the additional work. Any change order or directive made by the Town requiring additional compensable work to be performed shall be performed at the hourly rates and/or unit pricing set forth in the contractor's bid and shall be reimbursed at the contractor's costs on a monthly basis for all additional directed work performed until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the contractor has submitted an estimate of cost to the Town for the additional compensable work to be performed.

Original Contract Amount \$

Net change by previous Change Orders/Contract Modifications \$

Contract Sum prior to this Contract Modification \$

The Contract Sum will be (increased) (decreased) (unchanged) by \$

The new Contract Sum including this Contract Modification will be \$

The original completion date for the Contract was..... Month/Day/Year

The Contract Time will be (increased) (decreased) (remain the same)

The Date of Completion for the Contract therefore is Month/Day/Year

IN WITNESS WHEREOF, the Parties have executed this Change Order on:

_____, 2019.

CONTRACTOR

TOWN OF STAR VALLEY

By: _____

By: _____

Timothy Grier
Town Manager

Print Name: _____

Dale Miller, PE
Project Engineer for the Town of Star Valley

Title: _____

ATTEST (required for change orders over
\$10,000 only):

Edith, Town Clerk

End of Change Order Form

GENERAL CONDITIONS

1. ABBREVIATIONS AND DEFINITIONS

- 1.1 SCOPE: Many commonly used abbreviations appear in these specifications and the project drawings. These abbreviations normally require no explanation of definition beyond that contained in standard dictionaries and many technical handbooks.

Abbreviations of technical and construction terms used in these specifications and the project drawings are explained or defined in Section 1.2.

Technical and construction terms used in these specifications and the project drawings are defined in Section 1.3.

- 1.2 ABBREVIATIONS: Wherever the following abbreviations are used in these specifications, standard details or on the plans, they are to be construed the same as the respective expressions represented.

Abbreviations of technical or construction terms not defined herein shall be construed as defined in the most recent addition of CONSTRUCTION DICTIONARY, published by Greater Phoenix, Arizona Chapter #98 of the National Association of Women in Construction.

AASHTO American Association of State Highway & Transportation Officials

ACI American Concrete Institute

ACPA American Concrete Pipe Association

ADOT Arizona Department of Transportation

AGC Associated General Contractors of America, Inc.

AIA American Institute of Architects

AIEE American Institute of Electrical Engineers

AISC American Institute of Steel Construction

ANSI American National Standards Institute

APA American Plywood Association

APHA American Public Health Association

APWA American Public Works Association

ASCE American Society of Civil Engineers

ASME American Society of Mechanical Engineers

ASTM American Society for Testing Materials

AWSC American Welding Society Code

AWWA American Water Works Association

IEEE Institute of Electrical and Electronic Engineers

NBS National Bureau of Standards

NCPI National Clay Pipe Institute

NEC National Electrical Code

NEMA National Electrical Manufacturer's Association

NFPA National Fire Protection Association

NIC Not in Contract

SAE Society of Automotive Engineers
USC&GS United States Coast and Geodetic Survey
USGS United State Geological Survey

- 1.3 DEFINITIONS: Technical and construction terms used in these specifications and the Project drawings shall have the meanings indicated, applicable to both the singular and plural thereof. The technical and construction terms that are not defined in this section shall have the meanings set forth in the most recent addition of GLOSSARY, WATER AND WASTEWATER CONTROL ENGINEERING, prepared by AIWA, AWWA and WPCE; or CONSTRUCTION DICTIONARY, published by Greater Phoenix, Arizona Chapter #98 of the National Association of Women in Construction.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.

AGREEMENT OR CONTRACT: The formal or written agreement or contract executed by the authorized representatives of the Contracting Agency and the Contractor for the complete performance of the Project in accordance with the Contract Documents.

AWARD: The formal action of the Contracting Agency in accepting a proposal.

BID: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

BIDDER: Any qualified individual, firm partnership, corporation or combination thereof, acting directly or through a duly authorized agent submitting a bid for the work.

BONDS: Bid, Performance and Labor or Material Payment Bonds and other instruments of security furnished by the contractor and his surety in accordance with the contract documents.

CHANGE ORDER: A written order to the contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price or contract time.

CONTRACT DOCUMENTS: All of the integral documents of the contract, including but not limited to, Advertisement for Bids, Information for Bidders, Plans, Drawings, Construction Standards and Standard Details, Special Provisions, Proposal/Bid, Bid Bond, Agreement, Labor and Material Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Certificates of Insurance, Change Order, and Addenda or other documents incorporated therein.

CONTRACT PRICE: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Contract Documents for the completion of the work.

CONTRACTOR: The individual firm, partnership, corporation or combination thereof with whom the Contracting Agency has executed the agreement.

CONTRACTING AGENCY (TOWN): The legal entity that has contracted for the performance of the work, or for whom the work is being performed.

DRAWINGS (PLANS): The part of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the engineer.

ENGINEER: The person, firm or corporation named as such in the contract documents and licensed to perform such services in the State of Arizona.

FIELD ORDER: A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer to the contractor during construction.

NOTICE OF AWARD: The written notice of the acceptance of the bid from the contracting agency to the successful bidder.

NOTICE TO PROCEED: Written communication issued by the contracting agency to the contractor authorizing and directing him to proceed with the work and establishing the date of commencement of the work.

TOWN (CONTRACTING AGENCY): A public or quasi-public body or authority, corporation, association, partnership or individual for whom the work is to be performed.

PROJECT: The undertaking to be performed as provided in the Contract Documents.

RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the contracting agency who is assigned to the project site or any part thereof.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data, which are prepared by the contractor, a subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the work shall be fabricated or installed.

SPECIAL PROVISIONS: The special conditions, requirements, additions and/or revisions to the construction standards, applicable to the work, to cover conditions or requirements peculiar to the project under consideration.

SPECIFICATIONS (CONSTRUCTION STANDARDS): A part of the contract documents consisting of these General Conditions, special conditions and written descriptions of a technical nature relating to materials, equipment, construction systems, standards and workmanship.

SUBCONTRACTOR: An individual firm or corporation having a direct contact with the contractor or with any other subcontractor for the performance of a part of the work at the site.

SUBSTANTIAL COMPLETION: The date as certified by the engineer when the construction project or a specified part thereof is sufficiently completed, in accordance with the contract documents, so that the project or specified part can be utilized for the purposes for which it is intended.

SUPPLIER: An individual, firm or corporation having a direct contract with the contractor or with any subcontractor for the manufacture or furnishing of any part of the supplies and/or materials to be used at or incorporated in part of the work at the site.

WORK: All labor necessary to produce the construction required by the contract documents, and all materials and equipment incorporated in the project.

WRITTEN NOTICE: Any written notice from one party of the agreement to any other party of the agreement relative to any part of the contract documents, which notice shall be deemed to have been properly served and delivered when posted by the sending party by Certified or Registered Mail to the receiving party at the receiving party's last given address or when delivered in person to the receiving party or to his or its authorized representative.

2. BIDDING REQUIREMENTS AND CONDITIONS

2.1 ELIGIBILITY AND PREFERENCE

The employment of contractors and subcontractors on this work shall be governed by these General Conditions and Specifications and any applicable provisions included in the Special Provisions.

2.2 CONTENTS OF PROPOSAL

The prospective bidder may examine and/or obtain plans, specifications, and proposal documents at the location specified in the advertisement.

The proposal document will state the location of the contemplated construction; give the description of the various quantities of work to be performed or materials to be furnished, and have a Bid Schedule of pay items for which unit bid prices are invited. The proposal documents shall also state the form and amount of the proposal guarantee, the time in which the work shall be completed and may include additional instructions not included in these specifications.

The Plans, Construction Standards, Standard Details, Special Provisions, and all supplementary documents are essential parts of the contract documents and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy or conflict, Plans shall govern over both Standard Details and Construction Standards. Special Provisions will govern over standard specifications, standard details and plans.

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though they were included herein.

2.3 INTERPRETATION OF QUANTITIES IN PROPOSAL

The quantities appearing in the proposal are approximate only and are to be used for the comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed and accepted, or for materials furnished in accordance with the Contract Documents at the unit bid price in the Proposal.

Any or all items in the signed agreement may be increased or decreased not more than 20% at the discretion of the Contracting Agency without invalidating the unit price in any way. Changes greater than 20% shall be considered to be an alteration to the work and shall be paid for in accordance with the provisions of Section 9.4.

2.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK

The Contracting Agency shall prepare plans and special provisions in accordance with acceptable engineering standards, giving such direction as will enable the contractor to carry them out.

The Bidder shall examine the site of the proposed work and all documents pertaining to the work. It is mutually agreed that the submission of a proposal shall constitute an acknowledgement that the Bidder has made such examination and is familiar with the character, quality and quantity of the work to be performed and material to be furnished.

If a part of the Contract Documents, logs of test holes, ground water levels and accompanying soil reports furnished by the Contracting Agency are furnished for their general information only. Field conditions so set forth shall not constitute a representation or warranty, expressed or implied, that such conditions are actually existent. Bidders shall make their own investigations and form their own estimates of the site conditions.

No complaint or claim that there was any misunderstanding as to the quantities, conditions or nature of the work will be entertained after submission of the proposal, except as set forth in Section 004.2.

2.5 PREPARATION OF PROPOSAL

The Bidder shall submit his proposal on the forms provided by the Contracting Agency. The Bidder shall specify a unit bid price for each pay item where units and approximate quantities are given.

The Bidder shall specify a lump sum price for each pay item where a lump sum price is requested by the Contracting Agency.

The total proposal will be obtained by adding the amount bid on the individual pay items.

All information shall be in ink or typewritten. In case of a conflict between unit prices and total prices, unit prices shall govern.

The following shall also become a part of the Bidder's proposal:

- (A) Acknowledge receipt of the agreement that the proposal is based on, list addenda received with and/or after the receipt of the proposal documents.
- (B) Complete all portions of the bid proposal and bid schedule documents.
- (C) Bidders' signatures will be in ink on the Bid Form.

2.6 SUBCONTRACTORS' LIST

A list of Subcontractors shall be attached to the proposal. The Bidder shall submit this list showing each specialty Subcontractor to whom he proposes to subcontract any portion of the work.

2.7 IRREGULAR PROPOSALS

Proposals shall be considered irregular and may be rejected for any one of the following reasons:

- (A) If the proposal is on a form other than that furnished by the Contracting Agency; or if the form is altered or any part thereof is detached.
- (B) If there are unauthorized additions, statements, conditional or alternate bids, or irregularities of any kind.
- (C) If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award.
- (D) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items.
- (E) If the Bidder fails to submit the List of Subcontractors.
- (F) If more than one proposal for the same work is submitted by an individual, partnership or corporation under the same or different names.
- (G) If there is evidence of collusion among Bidders or assistance from any officer of the Contracting Agency or of any department thereof.

2.8 BID BONDS

No proposal will be considered unless accompanied by Bid Bond or certified check in the form and amount stated in the Advertisement for Bids. The bond or certified check shall be made payable to and shall be acceptable to the Contracting Agency as a guarantee that the Bidder shall execute the contract documents upon award of the Contract.

2.9 SUBMISSION OF PROPOSAL

The proposal and Bid bond or certified check shall be submitted in a sealed envelope. The outside, lower left hand corner of which shall be marked as follows:

Bid of _____,
(Contractor)

For: _____
(Project)

Bids Due: _____

Contracting Agency: _____ Town of Star Valley, Arizona

Envelopes shall be mailed or delivered to the office of the Contracting Agency and must be received before the time and date specified in the Information for Bidders or any Addenda.

Proposals received after the time and date specified will be returned, unopened, to the Bidder.

2.10 WITHDRAWAL OR REVISION OF PROPOSAL

Any Bidder may withdraw or revise a proposal after it has been deposited with the Contracting Agency, provided his request is received by the Contracting Agency, in writing or by telegram, before the time specified for opening proposals as stipulated herein.

2.11 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place specified in the Advertisement for Bids, or any Addenda. Bidders, their authorized agents and other interested parties are invited to be present.

Should proposals for more than one project be scheduled to be opened at the same time, and Bidder may, after the time set for opening proposals, request to withdraw his second or succeeding proposal prior to the opening of proposals for that project. Should this occur, there will be a brief delay in the opening of Proposals for the second project to permit the Bidder to submit his request. The Contracting Agency shall return the unopened Proposal for the second project of any Bidder submitting a personal or written request.

3. AWARD AND EXECUTION OF CONTRACT

3.1 CONSIDERATION OF PROPOSALS

All proposals received shall be publicly opened and read, as provided for in these specifications. After reading, the respective totals shall be checked and compared by the Contracting Agency. The accuracy of the total proposal shall be checked by verifying the extensions and additions. The Unit Bid Price shall govern in all cases. The results of such comparison shall be considered public information. The right is reserved to award the Contract to the lowest responsible Bidder, or to reject all proposals and re-advertise for any reason the Contracting Agency determines.

Should all proposals be rejected, any and all subsequent changes, additions, addenda, or new sets of plans and Special Provisions shall be provided to all purchasers of the first issue of the plans and Special Provisions at no additional charge, except that out of Town bidders will pay shipping charges.

3.2 RETURN OF BID BONDS

Bid Bonds or certified checks submitted by the three lowest responsible Bidders shall be retained by the Contracting Agency until the Contract has been executed by all parties. Retained Bid Bonds or certified checks shall be returned to Bidders upon execution of the Agreement.

All other Bid Bonds or certified checks shall be returned to Bidders immediately following the Bid opening and the checking of the proposals submitted has been completed.

3.3 AWARD OF CONTRACT

The Contracting Agency shall award the Contract or all proposals will be rejected within 90 days after bid opening. The Contracting Agency's award of Contract shall be considered an acknowledgement that funding appropriations exist.

No proposal shall be withdrawn for a period of 90 days after opening without consent of the Contracting Agency.

The successful Bidder shall execute and deliver the prescribed Agreement to the Contracting Agency within 15 days after receipt of notice of award, provided that acceptance of the proposal is delivered to the Bidder within the time limit prescribed and prior to withdrawal of the proposal. Required Bonds shall be delivered with the executed Contract. Otherwise the Bidder's Bid Bond or certified check shall be forfeited.

3.4 REVOCATION OF AWARD

The Contracting Agency reserves the right to revoke the Award at any time prior to execution of the Contract without liability to the Contracting Agency.

3.5 CONTRACT SECURITY

The Contractor shall furnish the Contracting Agency a Performance Bond and a Labor and Material Payment Bond, each in penal sums equal to the amount of the Contract. Bonds shall be furnished with the executed Contract. The expense of the Bonds shall be borne by the Contractor.

Bonds shall be executed by the Contractor and a Corporate Bonding Company licensed to transact such business in the State of Arizona and named on the current "Surety Companies Acceptable on Federal Bonds" as published in the U.S. Treasury Department Circular #570. Bonds acceptable to the Contracting Agency shall be substituted in the event the original surety loses its right to transact business in the State of Arizona, is declared bankrupt, or is removed from U.S. Treasury Department Circular #570. Substitute Bonds shall be furnished within 10 days after notice from the Contracting Agency. Substitute Bonds shall conform to all requirements and sums established for the original Bonds. All premiums for the substitute Bonds shall be borne by the Contractor.

All payments due the Contractor may be deferred until the substitute bonds have been delivered to the Contracting Agency.

3.6 CONTRACTOR'S INSURANCE

- (A) The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 7.15 of this Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 7.15 of this Contract by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- (B) Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and from insurers licensed by the State of Arizona and acceptable to the Contracting Agency. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 007.15 of this Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

INSURANCE COVERAGE LIMITS ARE SET FORTH IN THE INFORMATION FOR BIDDERS SECTION OF THESE BID/CONTRACT DOCUMENTS

- (C) The policy required by this Section shall be endorsed to include the Contracting Agency and its officers and employees as additional insureds. Every policy required shall be primary insurance, and any insurance carried by the Contracting Agency, its officers, and its employees, or carried by or provided through any insurance pool of the Contracting Agency, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by this Section shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required.
- (D) The Certificate of Insurance shall be provided to the Contracting Agency and completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Contracting Agency prior to commencement of the contract. The certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least 30 days prior written notice has been given to the Contracting Agency. The completed certificate of insurance shall be sent to the Town Clerk, 628 North Main Street, Star Valley, Arizona 85131
- (E) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Contracting Agency may immediately terminate this contract or, at its discretion, the Contracting Agency may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Contracting Agency shall be repaid by the Contractor to the Contracting Agency upon demand, or the Contracting Agency may offset the cost of the premiums against any monies due to the Contractor from the Contracting Agency.
- (F) The Contracting Agency reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- (G) The parties hereto understand and agree that the Contracting Agency is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by Arizona Revised Statute, as from time to time amended, or otherwise available to the Contracting Agency, its officers, or its employees.

3.7 EXECUTION AND APPROVAL OF CONTRACT

The Contractor shall execute and deliver the Agreement to the Contracting Agency within 15 calendar days following receipt of the Notice of Award from the Contracting Agency.

The Contracting Agency shall approve and execute the Agreement within fifteen (15) calendar days following receipt of signed Agreement and acceptable Bonds and Certificates of Insurance.

No Contract shall be considered in effect until the Agreement has been fully executed by all parties concerned.

3.8 FORFEITURE OF PROPOSAL GUARANTEES

Failure of the Contractor to execute the Agreement, within the time stated, shall be just cause for revocation of the Award and the forfeiture of the proposal guarantee which shall become property of the Contracting Agency, not as a penalty, but as liquidation of damages sustained.

4. SCOPE OF WORK

4.1 WORK TO BE DONE

The Contractor shall perform all work as may be necessary to complete the Contract in a satisfactory and acceptable manner in full compliance with the plans, specifications and terms of the Contract.

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 within the time specified.

4.2 ALTERATION OF WORK

The Contracting Agency may order changes within the scope of the work without invalidating the Contract. Such changes may be made without notice to the Surety and the Surety shall not be released therefrom. An increase or decrease in the unit cost or completion time requiring an equitable adjustment and a Change Order shall be authorized by the Engineer.

Payment for work occasioned by these changes shall be made in accordance with provisions of Section 009. Completion time adjustment required by these changes shall be made in accordance with the provisions of Section 8.

4.2.1 SUBSURFACE CONDITIONS

4.2.1.1 The Contractor shall promptly notify the Contracting Agency or the Engineer in writing of any subsurface or latent physical condition at the site that differs materially from that indicated in the Contract Documents. Notification shall precede disturbing such conditions.

4.2.1.2 The Contractor shall promptly notify the Contracting Agency in writing of any unusual physical conditions at the site which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. Notification shall precede disturbing such Conditions.

4.2.1.3 The Contracting Agency shall promptly investigate the conditions. An equitable adjustment shall be made and the Contract Documents modified by a Change Order should the investigation reveal that the conditions do differ materially and cause an increase or decrease in the cost or time required for performance of the work.

4.2.1.4 Adjustment in compensation because of a change or changes resulting from one or more of the conditions described shall be made in accordance with the provisions of Section 009. Adjustment in Contract time because of such change or changes shall be made in accordance with the provisions of Section 008.

4.3 EXTRA WORK

The Contractor shall perform unforeseen work, for which there is no unit price included in the Contract, whenever it is deemed necessary or desirable in order to fully complete the work as contemplated. Such work shall be governed by all applicable provisions of the Contract documents and payment shall be made in accordance with the provisions of Section 9.5.

The Contractor may claim that instructions received involve extra work under the Contract. If so, he shall give the Contracting Agency written notice thereof within 48 hours after receipt of such instructions. In any event, written notice shall precede execution of the work, except in emergencies endangering life or property. No claim shall be valid unless such written notice is given.

4.4 CHANGES AT CONTRACTOR'S REQUEST

The Contractor may request changes in the plans or specifications which do not materially affect the work or the interests of the Contracting Agency. Requests shall be in writing and submitted to the Contracting Agency for approval. Such requests may be granted to facilitate the work. The Contracting Agency reserves the right to receive an equitable adjustment in the contract price or contract time for authorizing change.

4.5 MAINTENANCE OF TRAFFIC

The Contractor shall insure the only portion of the project being used by the public be maintained in such condition that vehicular and pedestrian traffic shall be adequately accommodated. He shall also provide and maintain safe temporary approaches, crossings and intersections with Agencies and facilities that provide emergency services to the public.

The Contractor shall not interfere with traffic on streets adjacent to off-street projects. Traffic upon street projects shall be maintained in accordance with the Special Provisions. Detours to by-pass traffic shall be used only after approval by the Contracting Agency.

4.6 CLEAN UP AND DUST CONTROL

Throughout all phases of construction, and until final acceptance of the project, the Contractor shall keep the work area clean and free from rubbish, excess materials and debris.

Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation or time will be allowed as a result of such suspension.

The Contractor shall take whatever steps, procedures or means are required to prevent abnormal dust conditions due to his construction operations. The dust control measures shall be maintained at all times, to the satisfaction of the Engineer.

4.7 FINAL CLEANING UP

All private or public property and grounds occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures and equipment, and, all parts of the work area shall be left in a condition acceptable to the Contracting Agency.

5. CONTROL OF WORK

The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work.

5.1 AUTHORITY AND RESPONSIBILITY OF THE ENGINEER

The Engineer shall be the Contracting Agency's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer shall make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.

The Engineer shall not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety nor shall he direct the Contractor's operations in any manner.

The Contractor shall be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the work required by the Contract Documents.

The additional drawings and instructions thus supplied shall become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

The Engineer may suspend the work, wholly or in part, for any of the following reasons:

(A) For such period of time deemed necessary due to unsuitable weather conditions.

(B) Contractor's failure to perform according to the provisions of the Contract.

(C) Contractor's failure to provide safe working conditions.

(D) For reasons deemed to be in the public interest.

5.2 DRAWINGS AND SPECIFICATIONS

Drawings will show details of all structures, utilities, lines, elevations, grades, typical cross sections and location and design of all work.

The intent of the specifications and drawings is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Contracting Agency.

In case of conflict between the drawings and Specifications, the drawings shall govern. Figure dimensions on drawings shall govern over scale dimensions and detailed drawings shall govern over general drawings.

Discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported, in writing, to the Engineer. The Engineer shall promptly correct such inconsistencies or ambiguities in writing. Any work performed by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk, until or unless authorized by the Engineer.

5.3 SHOP DRAWINGS

The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the Contract Documents. The engineer shall promptly review all shop drawings. The engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any shop drawing which substantially deviates from the requirements of the Contract Documents shall be evidenced by a Change Order.

When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.

Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

The number of shop drawings required by the Contracting Agency will be six (6) unless otherwise specified in the special provisions. The cost of furnishing all shop drawings shall be considered as included in the amount bid for one or more of the pay items.

5.4 CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

All work performed and all materials furnished shall comply with the lines, elevations, grades, cross sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the specifications.

Materials or finished products incorporated in the work that do not conform to the plans and specifications may be accepted and remain in place. However, the engineer shall determine if reasonably acceptable work has been produced or that the finished product substantially complies with the Contract Documents. Acceptance shall be documented by a Change Order providing for an appropriate adjustment in the Contract price.

5.5 COOPERATION OF CONTRACTOR

The Contractor shall be supplied with two (2) sets of Contract Documents. The Contractor shall keep one set available at the work site at all times.

The Contractor shall have on the work site at all times his agent, a competent superintendent capable of reading and understanding the plans and specifications. The superintendent shall have full authority to stop or delay work as directed by the Engineer for testing or inspection or for any reason as specified in Section 5.1.

Emergencies may arise during the progress of the work which may require special effort or require extra shifts of men to continue the work beyond normal working hours. The Contractor shall be prepared to do all such work promptly in case of such emergencies arising. If such emergencies arise out of or as a result of any improper or negligent act or omission of the Contracting Agency, the Contractor shall not be paid for all of his work costs actually incurred in excess of normal working hours and normal equipment use.

5.6 COOPERATION WITH UTILITIES

The Contracting Agency will notify all municipal agencies, utility companies, all pipeline Towns, or other affected parties, and have all necessary adjustments made of the public or private utility fixtures, pipelines, and other appurtenances within or adjacent to the limits of construction as soon as practical.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by their Towns at their expense, except as otherwise provided for in the Special Provisions or as noted on the plans. Existing services found to be in a location different than shown on the plans which require additional cost on the part of the Contractor, shall require issuance of a Change Order in accordance with the proposal Section 009.5

It is understood and agreed that the Contractor has considered in his proposal all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconvenience or damage sustained by him due to any interference from the said utility appurtenance or the operation of moving them. If delays are encountered because utility Towns fail in their responsibility to relocate or adjust their facilities, the contract time will be adjusted in accordance with Section 8.

The Contractor has considered the location of all permanent and temporary utilities and has included allowance for any delay, inconvenience or damage sustained by the operation of moving of said utility.

Delays encountered due to utility Town's failure to relocate or adjust their facilities shall result in an extension of the Contract time in accordance with Section 008.7.

5.7 SEPARATE CONTRACTS

The Contracting Agency reserves the right to let other contracts in connection with this project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work with his. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the engineer any defects in such work that render it unsuitable for such proper execution and results.

The Contracting Agency may perform additional work related to the project itself. The Contractor will afford the Contracting Agency reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly coordinate his work with theirs.

The Contracting Agency will not honor any claim for extra compensation due to delays, extra work or extensions of time caused by any other contractors working within the limits of the same project.

Performance of additional work by other Contractors or the Contracting Agency that was not noted in the Contract Documents prior to the execution of the Contract shall be subject to written notice to the Contractor prior to starting any such additional work.

The Contractor shall give all utility companies, all pipeline Towns and other parties affected the maximum notice possible when their underground or overhead services interfere with his work. The Contractor shall resolve all problems with the utility Towns concerned.

5.8 SURVEYS

The engineer shall establish all base lines for locating the principal component parts of the work, together with a suitable number of bench marks adjacent to the work. The contractor shall develop and make all detail surveys needed for construction, such as staking all proposed improvements for construction, slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

The Contractor shall carefully preserve bench marks, reference points and stakes and in case of willful or careless destruction, shall be charged with the replacement expense.

5.9 INSPECTION OF WORK

Inspection of the work by the Engineer or his authorized representative shall not be considered as direct control of the work. The direct control of the work shall be the sole responsibility of the Contractor's supervisor.

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Contractor shall provide the testing and inspection services required by the Contract Documents and other such tests necessary to assure the quality of the work. The Contracting Agency will provide independent inspection of the work, and the Contractor shall provide 24 hour notice for required witness testing and prior to covering work to be inspected.

Any law, ordinance, rule, regulation or order of a public authority having jurisdiction may require inspections or tests by someone other than the Contractor. If so, the Contractor will give the Engineer timely notice of readiness for such inspections or tests. The Contractor will furnish the Engineer copies of certificates of inspection, testing or approval resulting from such inspections or tests within 24 hours of completion when practical, or as soon as they are available.

Inspections, tests or approvals by the Engineer shall not relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

The Engineer and his representatives will at all times have access to the work.

Authorized representatives or agents of a participating local, federal or state agency shall be permitted to inspect the work. The Contractor will provide access to the work for inspection or testing thereof.

The Engineer may order that portions of the work be uncovered, exposed or made available for observation, inspection or testing. The Contractor shall provide all necessary labor, materials, tools and equipment to comply with the Engineer's order. If such portion of the work is determined to be defective, the Contractor shall bear all costs involved, including the cost of reconstruction. If such portion of the work is determined to be in substantial compliance with the Contract Documents, the Contractor shall be compensated in accordance with Section 9.5(B). The Contract time shall be extended in accordance with Section 8.6.

5.10 DUTIES OF INSPECTOR

Inspectors employed by the Contracting Agency will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and the preparation, fabrication or manufacture of the materials to be used.

The inspector will not be authorized to alter or waive the provisions of the Contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

The inspector will have authority to suspend acceptance of work or materials until any disagreement between the Contractor and the inspector can be referred to and decided upon by the Engineer.

5.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

The Contractor shall remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not. The Contractor shall promptly replace or re-execute the work in accordance with the Contract Documents and without expense to the Contracting Agency. The Contractor shall also bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense within the Contract period.

Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans, or any extra work done without authority, will be considered as unauthorized work to be removed and to deduct the costs for any monies due or to become due the Contractor.

5.12 MAINTENANCE OF PUBLIC ROADWAYS DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall require continuous and effective work prosecuted day by day, with adequate equipment and forces so that the roadway or structures are kept in satisfactory condition at all times.

The Contractor shall maintain the previous course or subgrade during all construction operations. All cost of maintenance work during construction and before the project is accepted shall be included in the unit bid price on the various pay items.

5.13 FAILURE TO MAINTAIN PUBLIC ROADWAY OR STRUCTURE

If the contractor fails to perform maintenance during construction, the Engineer will immediately notify the Contractor of such noncompliance. If the Contractor fails to comply within 24 hours after receipt of such notice the Engineer may immediately proceed to maintain the project at the expense of the Contractor. The entire cost of this maintenance will be deducted from monies due to the Contractor on this or other contracts with the Contracting Agency.

5.14 PARTIAL USE OR OCCUPANCY

Should an urgent or unforeseen need occur, the Contractor agrees to let the Contracting Agency use or occupy a unit or portion of the project, such as a structure, utility service or a section of road or pavement prior to final acceptance.

The Contracting Agency will prepare a written agreement with the Contractor and accomplish a partial acceptance inspection. The written agreement will include a revised construction schedule; responsibilities for maintenance of the portion of the project partially accepted and continued construction of the original project to final acceptance, payments, and insurance and bond requirements.

5.15 ACCEPTANCE

(A) PARTIAL ACCEPTANCE: During the prosecution of the project, the Contractor may substantially complete a unit or portion of the Project. The Contractor may request the Engineer to make final inspection of that portion of the work. If the Engineer finds, upon inspection, that the work has been satisfactorily completed in compliance with the Contract, he shall accept the work as being completed and the Contractor shall be relieved of further responsibility for that work. Such partial acceptance shall in no way void or alter terms of the Contract.

(B) FINAL ACCEPTANCE: Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer shall make an inspection. If all construction provided for by the Contract is found completed, that inspection shall constitute the final inspection and the Engineer shall make the final acceptance. The Contractor shall be notified in writing of acceptance as of the date of the final inspection.

If the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer shall give the Contractor the necessary instructions for correction of same, and the Contractor shall comply with and execute such instructions within the same contract period. Upon correction of the work, another inspection shall be made which shall constitute the final inspection provided the work has been completed. In such event, the Engineer shall make the final acceptance and notify the Contractor in writing of acceptance as of the date of the final inspection.

6. CONTROL OF MATERIALS

6.1 SOURCE OF MATERIALS AND QUALITY

All construction materials to be used on the work or incorporated into the work shall be subject to the inspection and approval or rejection of the Engineer.

The materials shall meet all quality requirements of these specifications. The Contractor shall notify the Engineer of his proposed source of materials prior to delivery. The Engineer may approve materials at the source of supply or point of manufacture prior to movement to the job site. Such approval does not waive the Engineer's right to inspect the materials at the job site or to reject materials that do not conform to specifications.

6.2 MATERIALS, SERVICES AND FACILITIES

The Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction and all other services and facilities necessary to execute, complete and deliver the work within the specified time.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as recommended by the manufacturer.

Materials, supplies and equipment shall be substantially equal to samples submitted by the Contractor and approved by the Engineer.

Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

6.3 SAMPLES AND TESTS OF MATERIALS

All materials to be incorporated into the work may be subject to sampling, testing and approval. Samples furnished shall be representative of the materials to be used. The Engineer may select samples, or may require that samples be delivered by the Contractor to a certified laboratory.

The procedures and methods used to sample and test materials will be determined by the Engineer. Unless otherwise specified samples and tests will be made in accordance with the standard methods of Quality Standards which were in effect and published at the time of advertising for Bids. Copies of tests accomplished by the Contracting Agency will be furnished the Contractor at his request.

The Engineer may permit the use of some manufactured materials prior to sampling and testing provided they are delivered with either a Certificate of Compliance or a Physical and Chemical Analysis conforming to Quality Standards requirements, stating that the materials comply with the requirements of the specifications. The certificates shall clearly identify each delivery of materials to the work area. The certificates shall be signed by a person having legal authority to bind the supplier or manufacturer. Copies of the certificate shall be delivered to the Engineer.

6.4 PLANT INSPECTION

The Engineer may authorize inspection of materials at the source, point of storage or point of manufacture. The following conditions shall apply in all cases:

- (A) The Contractor shall submit a written request for the plant inspection. The request shall include a list of the materials to be inspected, detailed locations of inspection point and listing of responsible persons at location of inspection.
- (B) The Contractor shall also insure that the Engineer shall have access to any part of the plant engaged in the manufacturing, production or assembly of the material to be inspected. Access shall be subject to normal work schedules, safety procedures and security of the plant.

Materials delivered to job site that have been damaged or altered subsequent to the plant inspection may be rejected by the Engineer.

6.5 TRADE NAMES AND SUBSTITUTIONS

Plans and specifications may contain references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number. Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection based upon compatibility with existing equipment or materials. Such reference shall not be construed as limiting the selection to a specified item or source, unless specifically designated.

The use of an alternate item or source may be permitted, subject to the following:

- (A) No consideration will be given a request for an alternate prior to bid opening.
- (B) The Contractor may submit a written request for approval of an alternate item or source after Notification of Award of Contract. The request shall include all information necessary for evaluation of quality and suitability for purpose intended. The Contractor shall submit samples when required.

(C) The Engineer shall evaluate the information, perform tests when necessary and make a final decision as to the acceptability of the proposed alternatives. The Engineer shall give the Contractor written notification of his decision within 10 days after receipt of request.

6.6 PATENTS

The Contractor shall pay all applicable royalties and license fees. He shall defend all lawsuits or claims for infringement of any patent rights and save the Contracting Agency harmless from loss on account thereof. The Contracting Agency shall be responsible for any loss when a particular manufacturer or manufacturers is specified in the Contract documents.

6.7 STORAGE OF MATERIALS

The Contractor shall provide storage facilities and exercise such measures as will insure the preservation of the quality and fitness of all materials and/or equipment approved for storage. Stored items shall be located so as to facilitate their prompt inspection. Portions of the right-of-way easements not required for public travel may be used for storage purposes when approved by the Engineer. Any additional storage area required must be provided by the Contractor. Private property shall not be used for storage purposes without written permission of the Town or lessee. The Engineer may request copies of such written permission. All storage sites shall be restored to their original condition by the Contractor at his expense.

6.8 HANDLING MATERIALS

Materials and/or equipment shall be handled in such a manner as to preserve their quality and fitness for the work. Manufacturers' written requirements shall be followed if different than accepted local practice.

6.9 UNACCEPTABLE MATERIALS

All materials and/or equipment not conforming to the requirements of the specifications, in place or not, may be rejected. Rejected materials and/or equipment shall be removed immediately from the site of the work otherwise permitted by the Engineer. No rejected materials and/or equipment, the defects of which have been subsequently corrected, shall be used until approved in writing by the Engineer.

Materials which may have been rejected for failure to comply with accepted national standards on any other project shall not be incorporated into this project without written approval of the Contracting Agency.

6.10 CONTRACTING AGENCY FURNISHED MATERIALS

Materials and/or equipment furnished by the Contracting Agency will be delivered to the Contractor as indicated in the Special Provisions. The cost of handling and placing shall be included in the appropriate Contract pay sum. The Contractor shall be held responsible for any shortages, deficiencies and damages which may occur after his acceptance.

7. LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

7.1 PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He shall take precautions necessary to provide for the safety of the employees on the work. He shall protect materials and equipment that are to be incorporated into the work. He shall provide protection to prevent damage to other property at or adjacent to the site.

Property to be protected shall include pavements, roadways, structures, utilities, trees, lawns, shrubs and walks designated to be incorporated into the completed project.

The Contractor shall comply with all legally applicable laws, orders, ordinance, rules or regulations enacted by the public body having jurisdiction over the work. He will erect and maintain all necessary safeguards for safety and protection as required by the progress of the work. He shall notify Towns of adjacent utilities at such time as progress of the work may directly affect them. The Contractor shall remedy all damage, injury or loss to any property caused directly, in whole or in part, by the Contractor, his Subcontractors, or anyone directly employed by any of them.

The Contractor shall act promptly in emergencies to prevent threatened damage, injury or loss to the work or persons or property at, or immediately adjacent to the site. The Contractor is expected to act promptly and without special instruction or authorization from the Contracting Agency or Engineer. The Contractor shall submit prompt written notice to the Engineer defining significant changes to the work or to the Contract Documents that resulted from the emergency. The Engineer shall promptly issue a change order covering the changes and deviations involved.

7.2 SUPERVISION BY CONTRACTOR

The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, his inspectors and other Contractors in every way possible.

All phases of the Project such as concrete work, pipe work, etc. shall be under the direct supervision of a foreman or the superintendent's designated representative on the site who shall have authority to accept instructions with respect to that particular phase of the project, and take action required to properly carry out the work.

The Engineer may require the Contractor to stop work on a specific part of the project until the required supervision is present.

The Contractor shall file with the Engineer the names, addresses and telephone numbers of representatives who can be contacted at any time in case of emergency. These representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice.

7.3 PERMITS

Permits and licenses of a temporary nature and necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in Special Provisions. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Contracting Agency.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 009.4.

The Contractor shall notify the appropriate permit agencies of actions undertaken as required by the permit.

7.4 TAXES

The contractor is responsible for any and all taxes due for materials incorporated into the work, as well as any sales or use taxes. All taxes and fees are to be included in the bid prices.

7.5 ARCHAEOLOGICAL REQUIREMENTS

When the Contractor's excavating operations encounter remains of prehistoric people's dwelling sites or artifacts of historical or archaeological significance, the operations shall be temporarily discontinued. The Engineer will contact archaeological authorities to determine the disposition thereof. When directed, the contractor shall excavate the site in such manner as to preserve the artifacts encountered and shall remove them for delivery to the custody of the proper state authorities. Such excavation will be considered and paid for as extra work.

7.6 RESERVED -- ARCHAEOLOGICAL REPORTS

7.7 SAFETY, HEALTH AND SANITATION PROVISIONS

The Contractor shall provide and maintain neat, sanitary accommodations for his employees' use as may be necessary to comply with the requirements and regulations of the Arizona Department of Environmental Quality. Full use of the Contractor's accommodations shall be provided to the employees of the Contracting Agency or the Engineer who might be assigned to the project.

The Contractor shall provide all safeguards, safety devices and protective equipment and take any other actions reasonably necessary to protect the life and health of employees on the job, the safety of the public and to protect property in connection with the performance of the work covered by the Contract.

Precautions shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws pertaining to such protection, including all Federal and State occupational safety and health acts, standards and regulations promulgated thereunder.

7.8 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall at all times conduct his work so as to assure the least possible obstruction to traffic and adjacent residents. The safety and the protection of persons and property of the general public and residents along the street, highway and areas adjacent to the work shall be provided for by the Contractor.

7.9 BARRICADES AND WARNING SIGNS

The Contractor shall provide, erect and maintain all necessary barricades, sufficient lights, danger signals and other traffic control devices and shall take all necessary precautions for the protection of the work and safety of the public. Roads partially or fully closed to traffic shall be protected by effective barricades. Obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance of any place where operations may interfere with the use of the road by traffic. Warning signs shall be placed at all intermediate points where the new work crosses or coincides with an existing road.

All barricades, lights, control devices, signs and warning devices shall conform in all respects to the provisions of the Manual on Uniform Traffic Control Devices for Streets and Highways, which is hereby made a part of these Specifications.

7.10 USE OF EXPLOSIVES

The use of explosives will be permitted only when authorized in writing by the Engineer and after the Contractor has obtained the necessary permit from the Contracting Agency.

The Contracting Agency reserves the right to order the discontinuance of blasting operations at any time.

Explosives shall be transported, stored, handled and used in accordance with the provisions and requirements of all applicable laws, ordinance and regulations. Work shall be done in accordance with the recommendations of the AGC Manual of Accident Prevention in Construction and Institute Makers of Explosives.

The approval by the Engineer for the use of explosives shall not relieve the Contractor from his responsibilities. When explosives are used the Contractor will:

- (A) Exercise the utmost care not to endanger life or damage property.
- (B) Be responsible for any and all damages resulting from their use.
- (C) Furnish and erect special signs to warn the public of his blasting operations. They shall be located and maintained so as to be clearly evident to the public during all critical periods of blasting operations.
- (D) Notify each public utility company having structures adjacent to the work of his intention to use explosives. Such notice shall be given sufficiently in advance to enable the companies to advise the Contractor of any precautions that should be taken to protect their structures from damage.
- (E) Make a survey of adjacent properties, before commencing blasting operations, locating on drawings and by photographs all existing cracks and damages to structures. A copy shall be filed with the Engineer, including a report of any property Owners who refused to cooperate and permit entry and inspection.

7.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property within the limits of the work. He shall protect and prevent disturbance or damage to all land monuments and property marks until the Engineer has witnessed, or otherwise referenced their location, and shall not move them until directed.

Access to private property shall be maintained to minimize inconvenience to the property Owner or lessee. The Contractor shall notify the property occupant 24 hours in advance of any construction across driveways and sidewalks shall be minimized by restoring serviceability as quickly as possible.

7.12 CONTRACTOR'S RESPONSIBILITY FOR WORK

The Contractor shall protect and take all necessary precautions against injury or damage to all finished or partially finished work, including protection against action of the elements or from any other cause until the entire project is completed and accepted by the Engineer. Partial payment for completed portions of the work shall not release the Contractor from such responsibility.

The Contractor shall be responsible for the project in case the work is suspended. The Contractor shall take appropriate precautions to prevent or minimize damage to the project. Erection of temporary structures, signs or other facilities may be required to provide the necessary protection.

7.13 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES

The Contractor shall cooperate with the Towns of underground or overhead utilities in order that the work may progress in a reasonable manner and that duplication of work may be minimized. The Contractor shall not commence work at points adjacent to the property, equipment or service facilities of utilities until arrangements for protection, removal or movement thereof have been made. The Contractor shall not undertake work adjacent to fire hydrants until the local fire authority has approved provisions for continued use and service.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any action, omission, neglect or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted

The Contractor shall immediately notify the proper authority if any utility service is interrupted as a result of the Contractor's operations. The Contractor shall assist and cooperate with the utility in the restoration of the service.

Utility service interruptions caused by the Contractor's negligence, carelessness or failure to utilize the utility's capabilities in locating services shall be the sole responsibility of the Contractor. If water service is interrupted, repair work shall be continuous until the service is restored.

In case of utility service interruptions caused by the failure or refusal of the utility to identify and/or locate existing utilities, the Contractor shall immediately provide the Engineer written notification of the utility's non-cooperation and proceed only as instructed by the Engineer.

7.14 RIGHT-OF-WAY

Prior to issuance of Notice to Proceed, the Contracting Agency shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents.

7.15 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the Contracting Agency, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor, or which arise out of any worker's compensation claim of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

7.16 NO WAIVER OF LEGAL RIGHTS

The Contracting Agency will expeditiously make a final inspection and notify the Contractor of acceptance, upon completion of the work. Such final acceptance shall not preclude or prevent the Contracting Agency from correcting any measurement, estimate or certificate made before or after completion of the work. Nor shall the Contracting Agency be precluded or prevented from recovering from the Contractor, his surety, or both, any overpayment made or for a failure by the Contractor to fulfill his obligations under the Contract. A Contracting Agency waiver on a single part of the work shall not be deemed to be a waiver on any other part of the work

The Contractor shall be liable to the Contracting Agency for any fraud or latent defects or gross mistakes as may amount to fraud and the Contracting Agency's rights under any warranty or guaranty.

8. COMMENCEMENT, PROSECUTION AND PROGRESS

8.1 NOTICE TO PROCEED

Neither the Contractor nor any Subcontractor shall commence work on the project prior to receipt of the written Notice to Proceed issued by the Contracting Agency. The Contractor shall commence work as soon as practicable after the starting date specified in the Notice to Proceed. All work under the Contract shall be completed within the number of calendar days stated in the proposal, plus extensions stipulated in Change Orders, beginning with the day following the starting date specified in the Notice to Proceed.

The Contractor shall notify the Engineer 24 hours in advance of the time and place where work will begin. Two working days advance notice is required for surveying and staking.

8.2 SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of all or any part of the Contract or Contracts, or of his right, title or interest therein, without prior written consent of the Contracting Agency.

The Contractor may utilize the services of specialty Subcontractors on those parts of the work, which under normal contracting practices, are performed by specialty Subcontractors.

The Contractor shall not award work to Subcontractor(s), in excess of fifty (50) percent of the Contract Price, without prior written approval of the Contracting Agency.

The Contractor shall be fully responsible to the Contracting Agency for the acts and omissions of his Subcontractors, and of persons directly employed by them, as he is for the acts and omission of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents and to give the Contractor the same power as regards terminating any subcontract that the Contracting Agency may exercise over the Contractor under any provision of the Contract Documents. All subcontracts shall be in writing.

8.3 SCHEDULES, REPORTS AND RECORDS

The Contractor shall submit information on the work to be performed to the Contracting Agency relating to quantities, progress schedules, payrolls, reports, estimates, records and other data as are required by the Contract Documents.

Prior to the commencement of construction, the Contractor shall submit construction progress schedules showing the order in which he proposes to carry on the work.

The progress schedules shall include starting and completion dates of the various parts of this project.

The Special Provisions shall detail requirements for submission of schedules and reports relating to Special Detail Drawings, Shop Drawings, manufacturing schedules, testing and/or inspection of materials purchased for the project and any other specific schedule, report or record.

8.4 LIMITATION OF OPERATIONS

The Contractor shall not perform any work after regular working hours, on weekends or legal holidays without written permission from the Engineer, except for emergencies. The Contractor and the Engineer shall arrange for continuous or periodic inspection of the work, surveys and tests when such work is necessary.

The Engineer may require the Contractor to increase his operations to insure that the construction schedule is attained, should the rate of construction fall behind schedule. The Contractor may be required to increase personnel, shifts and/or overtime operations as well as quantity of equipment until such time as the work is back on schedule. Increased operations required shall be at the Contractor's expense unless such increased operations arise out of or are as a result of any improper or negligent act or omission of the Contracting Agency in which latter event, the Contractor shall be paid for all of his or its costs actually incurred in excess of normal working hours.

8.5 CHARACTER OF WORKMEN: METHODS AND EQUIPMENT

The Contractor shall, at all times employ sufficient labor and equipment, for prosecuting the work to full completion in the manner and time required by the Contract Documents.

All workmen shall be competent and have sufficient skill, knowledge and experience their class of work and operation of equipment, to perform all work properly and satisfactorily.

The Engineer may provide the Contractor a written opinion that a specific person or persons are not performing in a proper and skillful manner. Further, the Engineer may request that such person or persons be removed from the work by the Contractor or Subcontractor. The request may also require that persons so removed shall not again be employed in any portion of the work without written approval of the Engineer. The Contractor shall hold the Contracting Agency harmless from damages or claims for compensation that may occur in the enforcement of this paragraph.

Should the Contractor fail to remove such person as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may suspend the work by written notice until such orders are complied with.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that it will not damage property adjacent to the work area.

The Contractor shall be responsible for the construction means, methods, controls, techniques, scheduling, sequences, procedures, construction safety and operations throughout the term of the Contract. Should work so produced not conform to the Specifications, the Contractor shall remove the defective work and replace it with work of the specified quality or take such corrective action as approved by the Engineer. No change in basis of payment or Contract Time shall be authorized for defective work replaced or corrective work required.

When the Contract specifies that construction be performed by the use of certain methods and equipment, should work so provided not conform to the Specifications, the Contractor may be required to remove the defective work and replace it with work of the specified quality or take such corrective action as approved by the Engineer.

8.6 DETERMINATION AND EXTENSION OF CONTRACT TIME

The number of calendar days allowed for the completion of the work included in the Contract will be as stated in the proposal. The Contract time shall consist of the number of calendar days specified, including all weekends and legal holidays. All calendar days elapsing between the effective dates of any written notice from the Engineer to suspend work and to resume work following suspension shall be excluded. Completion date of the project shall be determined as the date of final inspection on which all deficiencies have been corrected.

The Contractor may submit a written request for an extension to the completion time. The request must set forth specific reasons or conditions beyond the control of or through no fault of the Contractor. The Engineer shall evaluate the request and may extend the time for completion as the conditions justify. If granted, the extended time for completion shall be in full effect the same as though it were the original time for completion.

8.7 WARRANTY

The Contractor shall warrant all materials and equipment furnished or installed, and work performed for a period of two (2) years from the date of final acceptance. The Contractor warrants that the completed system is free from all defects due to faulty materials or workmanship. The Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repair of any damage resulting from such defects. The Contracting Agency will give notice of observed defects with reasonable promptness. The Performance Bond shall remain in full force and effect through the warranty period.

Should any defects develop within two years from the date of final acceptance due to faults in workmanship or materials, the Contractor shall, within 14 calendar days of receipt of written notice from the Contracting Agency, begin making the necessary repairs to the satisfaction of the Engineer. Such work shall include the repair or replacement of other work or materials damaged or affected by making the above repairs or corrective work, all at no additional cost to the Contracting Agency.

In case of work, materials or equipment for which written warranties are required by the special provisions, the Contractor shall provide or secure from the appropriate Subcontractor or supplier such warranties addressed to and in favor of the Contracting Agency and deliver same to the Engineer prior to final acceptance of the work. Delivery of such warranties shall not relieve the Contractor from any obligation assumed under any other provisions of the Contract.

8.8 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on the date specified in the Notice to Proceed.

The Contractor will proceed with the work at such a rate or progress to insure full completion within the Contract time. It is expressly understood and agreed, by and between the Contractor and the Contracting Agency, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

Should the Contractor fail to complete the work within the Contract time, or extension of time granted by the Contracting Agency, the Contractor shall pay the Contracting Agency the amount of liquidated damages specified in the Bid or \$500 per day if not specified in the Bid for each calendar day the Contractor may be in default of the time stipulated in the Contract Documents.

8.8.1 The Contractor shall not be charged with liquidated damages provided the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Contracting Agency or Engineer.

- (A) To any preference, priority or allocation order duly assigned by the Contracting Agency.
- (B) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of omission of the Contracting Agency, floods, epidemics, quarantine restrictions, strikes, material or fuel shortages due to governmental regulations or allocations, freight embargoes and abnormal or unusually severe weather.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time fixed for its completion may have been extended, will in no way operate as a waiver on the part of the Contracting Agency of any of its rights under the Contract.

8.9 SUSPENSION OF WORK, TERMINATION AND DELAY

8.9.1 The Contracting Agency may suspend all or any portion of the work for not more than 90 days by written notice to the Contractor. The notice shall include the date on which work shall be resumed, and the contractor, shall resume work on that date. The Contractor shall be allowed an increase in the Contract Price or an extension in time of completion, or both, directly attributable to any suspension.

8.9.2 The Contracting Agency may terminate the services of the Contractor, and take possession of the project and all materials, equipment, tools, construction equipment and machinery thereon that may be owned by the Contractor. The termination shall be effective ten days after the Contracting Agency has delivered written notice to the Contractor. The termination may be initiated for any of the following reasons and shall not prejudice any other right or remedy available to the Contracting Agency:

- (A) The Contractor is adjudged bankrupt or insolvent.
- (B) The Contractor makes a general assignment for the benefit of his creditors.
- (C) A trustee or receiver is appointed for the Contractor or for any of his property.
- (D) The Contractor files a petition to take advantage of any debtor's act or to reorganize under any bankruptcy law.
- (E) The Contractor repeatedly fails to supply sufficient skilled workmen, materials or equipment to maintain the construction schedule.
- (F) The Contractor repeatedly fails to make prompt payments to Subcontractors, or for labor, materials or equipment.
- (G) The Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work.
- (H) The Contractor disregards the authority of the Engineer.
- (I) The Contractor violates any provision of the Contract Documents.

After termination notice is served, the Contracting Agency may proceed to finish the work by whatever method it deems most expedient.

The Contractor shall not be entitled to receive any payment from time of termination until the work is finished. All direct and indirect costs incurred in completing the project shall be assessed against the Contract Price. Any residue shall be paid the Contractor. Any unpaid balance shall be immediately paid to the Contracting Agency by the Contractor.

8.9.3 The Contracting Agency may elect to suspend or abandon the project and terminate the Contract. The action shall be effective ten days after the Contracting Agency has delivered written notice to the Contractor. This action may be initiated for any reason, without cause, and shall not prejudice any other right or remedy available to the Contracting Agency. The Contractor shall be paid for all work executed. No claim for loss of profits will be considered.

8.9.4 The Contractor may terminate the Contract for any of the following reasons. The termination shall be effective ten days after the Contractor has delivered written notice to the Contracting Agency.

- (A) The Contracting Agency has suspended the work for more than 90 days.
- (B) The work is suspended for more than 90 days under the order of the court or other public authority.
- (C) The Engineer fails to act on any request for payment within 30 days after its submittal.
- (D) The Contracting Agency fails to pay the Contractor within 30 days the sum approved by the Engineer or awarded by arbitrators.

The Contractor shall be entitled to payment for all work executed. The Contract will be terminated by the Contractor ten days after receipt of the Contractor's written notification.

9. MEASUREMENTS AND PAYMENTS

9.1 MEASUREMENT OF QUANTITIES

Measurement for pay items in the Bid Schedule and the Contract shall be defined in the Technical Specifications.

All work completed under the Contract will be measured by the Engineer according to United States standard measures. The methods of measurement and computation to be used in determination of quantities of materials furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

Longitudinal and transverse measurement for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of one square yard or less. The neat dimensions shown on the plans or ordered in writing by the Engineer shall be used for area computation.

The term "lump sum," when used as a pay item, will mean complete payment for the work described.

Sundry items which are incidental to or required in the construction of the work but are not included as items in the bid schedule shall be considered an integral part of the Contract, and all labor, materials, etc. required for such items shall be furnished by the Contractor and included in the appropriate unit price bid.

9.2 SCOPE OF PAYMENT

Payment for pay items in the Contract shall be as indicated in the Technical Specifications.

Payment for the various items in the Contract shall be made at the unit price Bid in the proposal. Payment shall be compensation in full for furnishing all labor, materials, equipment, and appurtenances necessary to complete the work as shown on the plans and as required in the Specifications. Each item, fixture, piece of equipment, etc., shall be complete with all necessary connections and appurtenances, for the satisfactory use and operation of said item. No additional payment will be made for work related to any item unless specifically called for in the Contract.

Payment may be specified to be made on the basis of weight. The weighing shall be done on certified platform scales sealed by the State Inspector. The Contractor shall furnish the Engineer with duplicate Weigh master's Certificates showing the actual net weights. The Contracting Agency will accept the certificates as evidence of the weight delivered.

The Engineer and Contractor may agree to use a weight/volume factor in computing payment for materials to be measured by the cubic yard. An acceptable method of computing volumes of excavation is to determine a weight/volume factor and convert weights to volumes by means of the factor. The weight/volume factor shall be determined by test methods agreed upon by the Engineer and Contractor. The number of tests used to determine the material weight/volume factor shall be determined by the Engineer. The locations where the tests are taken shall be those locations specified in the "Method of Measurement" for the particular Bid item, i.e., Unclassified Excavation - in its original position: Fill Construction - in its final compacted position, or as agreed upon by the Engineer and the Contractor.

9.3 ASSIGNMENTS

Neither the Contractor nor the Contracting Agency shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

9.4 COMPENSATION FOR ALTERATION OF WORK

When the total quantity of the original Contract or the total quantity of any item increases or decreases more than 20 percent, either party may require an adjustment in payment as follows:

- (A) A quantity decrease in an item that is in excess of 20% of the quantity bid may require an adjustment when a reasonable cost analysis supports an increase in the unit cost of the fixed costs chargeable to that item.

- (B) A quantity increase in an item that is in excess of 20% of the quantity bid may be considered and will apply only to that quantity in excess of 120% of the Bid schedule quantity. Adjustment shall be made when a reasonable cost analysis supports a change in the pro rata share of the fixed costs chargeable to that item. The Engineer reserves the right to require increases in excess of 120% of the bid schedule quantity to be performed on the basis of extra work.

Adjusted unit prices shall include fixed costs as determined above an allowance of 15% of the fixed costs to cover applicable overhead and profit. No claim shall be made by the Contractor for any loss of anticipated profits because of such alterations. No claim shall be made for any variations between the approximate quantities and the quantities of work as completed.

9.5 EXTRA, ALTERED, OR FORCE ACCOUNT WORK

The value of Extra, Altered or Force Account work performed in accordance with the requirements and provisions of Section 4 shall be determined by the Engineer in one or more of the following ways:

- (A) By unit Bid prices or lump sum, either as set forth in the original proposal or as agreed upon by both the Contractor and the Engineer and stipulated in the Change Orders authorizing the work. Should both parties fail to agree on a basis of payment, the Engineer may order the work done on an actual cost basis.
- (B) By actual cost for which reimbursement will be based in the following manner:
 - (1) Labor. For all labor and foremen in direct charge of the specific operations, the contractor shall receive the rate of pay (or scale) agreed upon in writing before beginning work for each and every hour that said labor and foremen are actually engaged in such work.

An amount equal to 67% of the above rates will also be paid the Contractor to cover overhead, additional bond, property damage and liability insurance, workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes

In addition to the wage plus 67% of the wage, the actual amount of fringe benefits will be paid to the Contractor for those work classifications which carry fringe benefits resulting from collective bargaining agreements or as required by U.S. Department of Labor Wage Schedules. (Fringe benefits are those payments made by the Contractor to a third party or trustee to cover such things as, but not limited to health and welfare, pensions, vacations, apprenticeship programs and industry advancement funds). Also, the Contractor shall receive the actual costs paid to or in behalf of workmen by reason of subsistence and travel allowances which are the result of a collective bargaining agreement or other employment contract generally applicable to the classes of labor employed by the work. The 67% factor shall not apply to fringe benefits, subsistence and travel allowances paid to the workmen, to a third party, or to a trustee.

- (2) Materials. For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the Work, including transportation charges by him (excluding machinery rentals as hereinafter set forth), to which cost 15% will be added.
- (3) When extra work on a force account basis is performed on the project by a Subcontractor or specialty firm including utilities and railroads, in accordance with the provisions, an extra work order on a percentage based on the following table will be allowed as additional to the total compensation due as calculated under this Subsection. This additional percentage is to reimburse the prime Contractor for the administrative expenses incurred in connection with the work. Bid items and any other work in the original Contract are not to be considered.
Percentages allowed will be applied to each individual billing for extra work not to exceed one billing per month.

To \$1,000	10%
Over \$1,000 to \$10,000	\$100 plus 5% of excess over \$1,000
Over \$10,000	\$550 plus 3% of excess over \$10,000

Approval of this additional percentage will be made after certified invoices are furnished by the Contractor.
- (4) Equipment. For use of equipment which has been authorized by the Engineer, the Contractor shall be paid in accordance with rental rates specified in the most current issue of the Arizona Department of Transportation Construction Equipment Rental Rate Schedule or as agreed upon in writing before the work is commenced. Such rental rates shall exclude labor but shall include fuel and lubricants, to which will be added the cost of transporting such special equipment to the job site.
- (5) Miscellaneous. Additional allowance will not be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (6) Compensation. The Contractor's representative and the Engineer shall compare records and agree upon the payment for work done as ordered on a force account basis.
- (7) Statements. Payment will not be made for work performed until the Contractor has furnished the Engineer with an itemized statement of the cost of such Extra, Altered or Force Account Work. Statements shall be accompanied and supported by certified invoices for all materials used. However, if materials used on the Extra, Altered or Force Account Work are not specifically purchased for such work but are taken from the Contractor's stock, then, in lieu of the invoices, the Contractor shall furnish a written statement certifying that such materials were taken from his stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

9.6 ELIMINATED ITEMS

Should any items contained in the proposal be found unnecessary for the proper completion of the work, the Engineer shall notify the Contractor in writing to eliminate the item. Such action will not invalidate the Contract. The Contractor, by Change Order, will be reimbursed for actual work done and all costs incurred, including mobilization of materials and equipment prior to the elimination of such items.

9.7 CHANGE ORDERS

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (A) Unit prices previously approved.
- (B) An agreed lump sum.
- (C) The procedure set forth in Subsection 9.5.

9.8 PAYMENTS TO THE CONTRACTOR

Payments will be made in the manner and at such times as set forth in the Special Provisions of the Contract Documents.

The Contractor will indemnify and save the Contracting Agency, its agents and employees harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, suppliers and furnishers of machinery, parts, equipment, tools and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Contracting Agency's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived (lien waiver). If the Contractor fails to do so, the Contracting Agency may, after having notified the Contractor, either pay undisputed unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the Contract Documents. In paying undisputed bills of the Contractor, any payment so made by the Contracting Agency shall be considered as payment made under the Contract Documents by the Contracting Agency to the Contractor and the Contracting Agency shall not be liable to the Contractor for any such payments made in good faith.

9.9 ARBITRATION

Unless prohibited by local charter, ordinance or other law, all claims, disputes and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, and aggregating not more than \$50,000 or 10% of the original contract price, whichever is greater, except for claims which have been waived by the making and acceptance of final payment as provided by Section 9.8, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This provision to arbitrate shall be specifically enforceable under applicable statutes or laws. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

Claims, disputes or other matters in question and aggregating more than \$50,000 or 10% of the original contract price may be decided by arbitration, as defined above, provided both parties mutually agree in writing to submit such claims, disputes or other matters to arbitration.

Notice of the demand for arbitration shall be filed in writing with the other party to the Contract Documents and with the American Arbitration Association, and a copy shall be filed with the Engineer. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by an applicable statute of limitations.

The Contractor will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

9.10 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Contracting Agency of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Contracting Agency and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Labor and Material Payment Bonds, as hereinabove more fully described.

End of General Conditions Section

TECHNICAL SPECIFICATIONS

2019 SLURRY SEAL PROGRAM

The construction of the project shall be in accordance with the following standards:

- **2019 Revision to the 2015 Edition of the Uniform Standard Specifications and Details for Public Works Construction**, sponsored and distributed by the Maricopa Association of Governments, January 2019
- Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, 2008 Edition, latest revision
- Manual on Uniform Traffic Control Devices (latest revision) and the Arizona Supplement to the MUTCD (latest revision)

These Technical Specifications provide supplemental information regarding the bid line items for the project, and shall be used in conjunction with the Bid Schedule(s) for determination of the quantities and line item costs for measurement and payment purposes for this project. These technical specifications shall govern and control anywhere they may deviate or conflict with the MAG Standard Specifications and Details and/or the ADOT Standard Specifications and Drawings.

In addition, anywhere the Maricopa Association of Governments Uniform Standards and Details for Public Works Construction, the ADOT Standard Specifications and Drawings, these Technical Specifications, the Bid/Contract Documents, or the General Conditions conflict, the more stringent of the document requirements shall apply, except that the measurement and payment of construction bid items shall be strictly governed by these technical specifications.

The various bid items set forth in the Bid Schedule are hereby described on the subsequent pages, and the measurement and payment for each bid item are defined for this project, as provided for in this technical specifications section of the bid/contract documents.

Geotechnical Evaluation & Report

No geotechnical investigation and evaluation was conducted for this project. Bidders/contractors shall satisfy themselves as to the local site conditions (surface and below surface grade) through close and careful site reconnaissance and any potholing and/or testing needed to prepare the bid and for construction of the project.

PROJECT DESCRIPTION

The 2018 SLURRY SEAL PROGRAM consists of the application of a new slurry seal surface treatment to the following street segments in the Town of Star Valley:

1. Highline Drive, from the south edge of SR 260 shoulder pavement to the cul-de-sac
2. Mountain View Road from the north edge of the SR 260 pavement north to the “Y” in the road
3. Pinon Road from the north edge of the SR 260 pavement north to the wash crossing
4. Switchman Lane between Mountain View Road and Pinon Road

The maps on the following two pages show the location and limits of the slurry seal project.

Approximate Slurry Seal Quantities:

1. Highline Drive

12,100 SY – includes returns at SR 260 but not at side road intersections

2. Mountain View Road

8,335 SY – includes returns at SR 260 but not at side road intersections

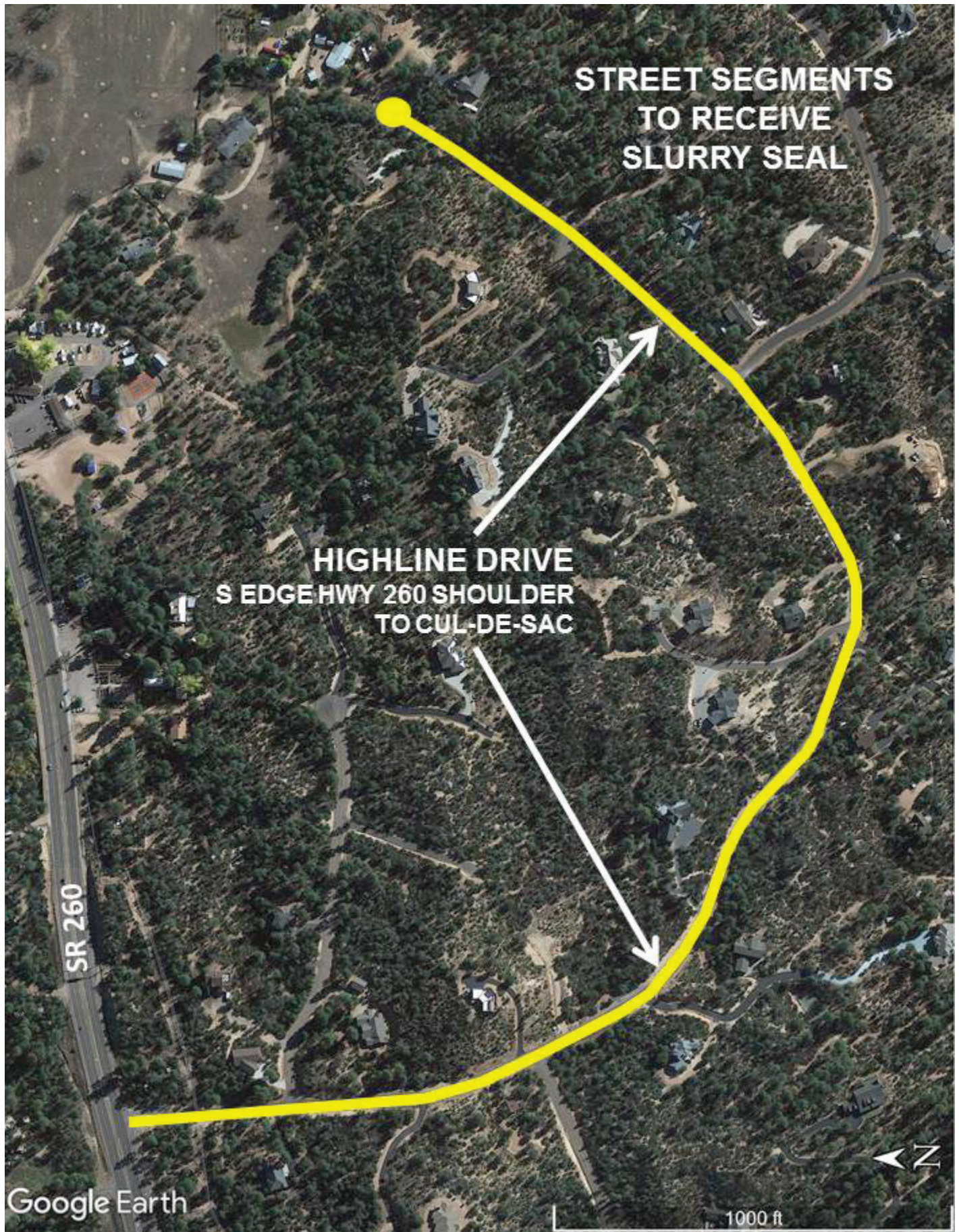
3. Pinon Road

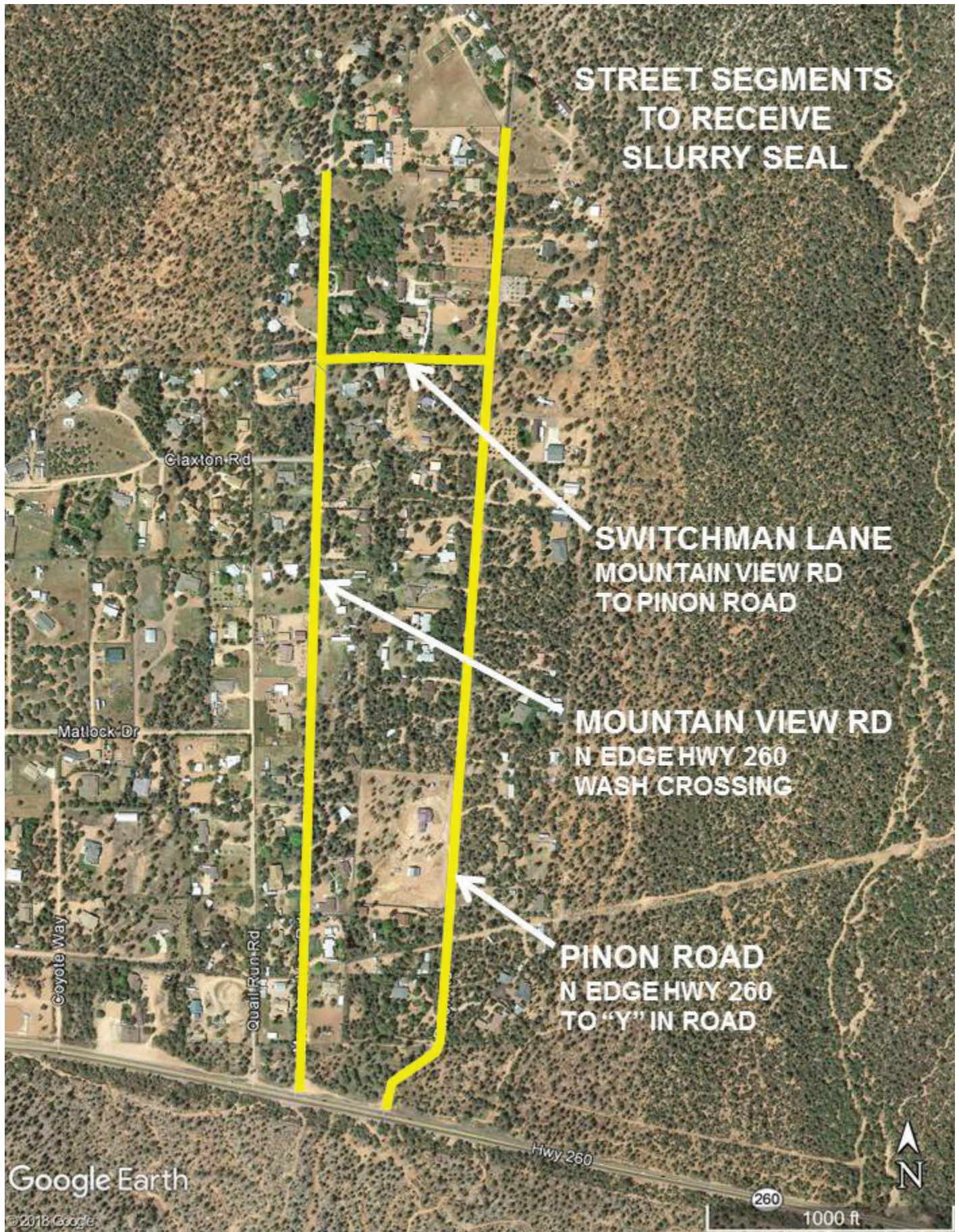
9,125 SY – includes returns at SR 260 but not at side road intersections

4. Switchman Lane

1,640 SY – includes returns at Mountain View Road and Pinon Road

TOTAL SLURRY SEAL QUANTITY = 31,200 SY (APPROXIMATE/ESTIMATED)





Approximate Pavement Marking Quantities:

1. Highline Drive

White: 160 SF

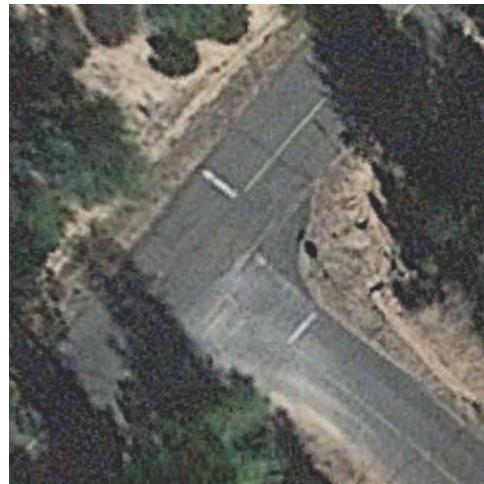
- White solid edge lines each return at SR 260
- White solid turn lane line at SR 260
- White solid stop bar @ SR 260
- White solid stop bar for WB traffic at Pine Canyon Road

Yellow: 2,940 SF

- Double yellow solid centerline for full length skipping intersections
Note: Double Yellow centerline replaces existing single solid yellow centerline



Highline Drive at SR 260



Highline Drive at Pine Canyon Road

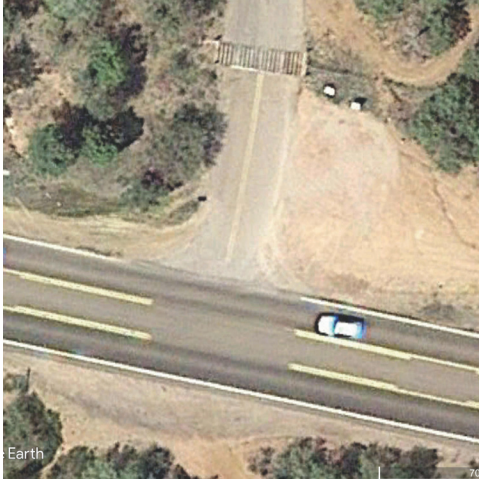
2. Mountain View Road

White: 30 SF

- White solid stop bar @ SR 260 @ stop sign location

Yellow: 45 SF

- Double yellow solid centerline from SR260 to wash structure



Mountain View Road @ SR 260

3. Pinon Road

White: 30 SF

- White solid stop bar @ SR 260 @ stop sign location



Pinon Road @ SR 2560

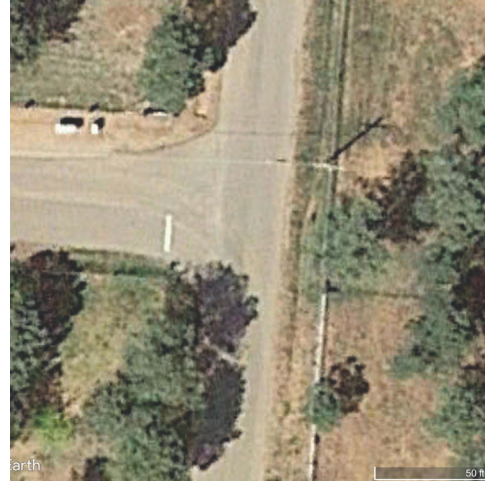
4. Switchman Lane

White: 40 SF

- White solid stop bar @ Mountain View Road
- White solid stop bar @ Pinon Road



Switchman Lane @ Mountain View Rd



Switchman Lane @ Pinon Rd

TOTAL MARKING QUANTITIES

WHITE = 260 SF

YELLOW = 2,985 SF

Notes: New stop bars shall be 24" wide

All centerline and edge line striping shall be 4" wide

Marking quantities are approximate / estimated only

1. SLURRY SEAL, LATEX MODIFIED EMULSION, TYPE II AGGREGATE

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 332, Section 713, Section 715, and other related sections and details.

Description: This specification covers the work required to furnish all labor, materials, and equipment for the placement and construction of an asphalt emulsion slurry seal coat pavement surfacing. The work shall be in accordance with Section 332, Placement and Construction of Asphalt Emulsion Slurry Seal Coat, and with Section 715, Slurry Seal Materials.

Slurry seal surfacing shall consist of:

- Latex polymer modified emulsion
- Type II aggregate
- Application rate of 16 pounds/SY minimum
- Emulsion content at approximately 13% by weight of aggregate

MODIFICATIONS TO THE MAG STANDARD SPECIFICATIONS

Section 332 – Placement and Construction of Asphalt Emulsion Slurry Seal Coat

Sub-Section 332.1, Description

Supplement with the following:

Pavement surfaces shall include intersection aprons (radii / returns) where noted.

Sub-Section 332.2, Materials

Supplement with the following:

The asphalt emulsion material, mineral aggregate, and mineral filler shall be as specified in MAG Section 715 – Slurry Seal Materials. The Slurry Seal Aggregate shall be:

TYPE II Slurry Seal Aggregate per Table 715-1

The emulsified asphalt used for slurry seal purposes shall be per MAG Section 713 – Emulsified Asphalts Materials and per MAG Section 715 – Slurry Seal Materials. The emulsified asphalt for slurry seal shall be:

Polymer Modified Cationic Quick Setting Emulsified Asphalt PMCQS-1h

Sub-Section 332.3.2, Self-Contained Slurry Machine

Supplement with the following:

The self-contained slurry machine shall be equipped with mechanical and electronic counters to accurately measure and calibrate the revolutions of the conveyor delivering slurry aggregate to the pug mill. Each slurry machine shall also be equipped with a positive displacement pump and digital read-out counter to accurately measure and display in gallons and/or pounds the quantity of emulsified asphalt delivered to the pug mill. Counters and meters shall be repaired or replaced immediately upon discovery of any inaccuracy or failure. Slurry seal units shall not be used until measuring devices are repaired.

The slurry machine shall have an operating and clearly audible back-up horn.

Sub-Section 332.3.3, Slurry Spreading Equipment

Supplement with the following:

A steering device for the mechanical distributor (sled) is required. The slurry spreading equipment shall be cleaned each day and inspected by the Town Inspector prior to each day's work. The slurry box shall be capable of covering a width of fifteen (15) feet or greater in a single pass. The Contractor shall also have a smaller slurry spreader box at each stockpile for use on non-standard width streets. The Contractor shall take all appropriate measures to insure that traffic control is in place and that traffic is adequately protected from the slurry spreading equipment.

Sub-Section 332.3.4, Rollers

Supplement with the following:

Rollers shall be self-propelled, four (4) ton minimum, steel wheel rollers. The roller shall be equipped with an operating water spray system. The resurfaced area shall be subjected to a minimum of two (2) full passes by the roller. Rolling shall not commence until the slurry has cured sufficiently so that the slurry shall not pick up when rolled.

Rollers shall have an operating strobe light or rotating beacon.

Sub-Section 332.4.1, Preparation of the Surface

Modify second sentence of the first paragraph to read:

In urban areas for curbed or non-curbed streets, the surface shall be cleaned with a self-propelled pick-up sweeper.

Append the first paragraph by adding the following:

The Contractor shall thoroughly clean existing asphalt surfaces prior to applying the slurry seal.

The cost of the immediate pre-sweeping for slurry seal and the post-sweeping for loose slurry seal material removal shall be incidental to the cost of the work.

The Town, under a separate contract, shall have the existing pavement cracks that are wider than 1/4" blown out and sealed with a hot rubberized crack filling material. This preparation work is to be completed prior to the application of the slurry seal surfacing under this contract.

Add a third paragraph to the sub-section as follows:

All utility covers (gas, water, sewer, etc.), shall be protected by covering each with polyethylene film, roofing paper, or other approved method, and secured with a spray adhesive prior to the application of the slurry seal surfacing. Raised pavement markers and survey monuments shall be protected by covering each lid with duct tape or other approved method. The protective cover material shall be removed within two (2) business days from the day when they were first covered with the slurry seal. Dirt or aggregate is not an acceptable cover protection material and shall not be allowed.

Sub-Section 332.4.2, Tack Coat

A tack coat prior to the application of the slurry seal is not required for this contract.

Sub-Section 332.4.3, Water Fogging

Append the sub-section by adding a second paragraph as follows:

Water fogging sprayers shall be required and shall be kept clean and operating at all times. Sprayers shall be immediately in front of the truck and the slurry box capable of turning each system on and off independently to be in compliance. Spray systems for front and back shall be controlled by the slurry operator and not by the driver of the vehicle. Slurry vehicles without this dual spray operator controlled system shall not be permitted to work on the contract. The fogging shall be accomplished in such a manner that the entire surface is damp with no apparent flowing water or puddles.

Sub-Section 332.5, Weather Limitations

Modify to read:

The slurry seal shall not be applied if either the pavement or air temperature is below fifty degrees Fahrenheit (50°F) and falling, but may be applied when both pavement and air temperature are forty-five degrees Fahrenheit (45°F) and rising. No slurry seal shall be applied when there is a danger that the finished product will freeze within twenty-four (24) hours. The mixture shall not be applied when weather conditions may prolong opening to traffic by the designated time.

Sub-Section 332.9, Measurement

Replace with the following:

Measurement and Payment: Measurement for 'SLURRY SEAL, LATEX MODIFIED EMULSION, TYPE II AGGREGATE' will be based on the square yards (SY) of slurry seal constructed and applied as measured on the ground by the Town Inspector. Payment will be made at the bid unit price per square yard (SY) based on the measured quantity.

2. PAVEMENT MARKING – WHITE

Specifications: Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, 2008 Edition, Section 704 – Thermoplastic Pavement Markings, and related sections.

Description: The Contractor shall furnish and apply approved permanent pavement markings, thermoplastic white striping, to the required widths, lengths, and configurations specified herein.

- Stop bars are to be 2' wide and extend from the centerline to the edge of the pavement
- Striping shall match the width of the existing striping with a minimum width of 4"

Prior to application of the slurry seal surfacing, the Contractor shall survey, measure, and record the locations of all pavement markings including the beginning and end points, widths, and distances for each stop bar or striping line in order to enable the Contractor to apply new pavement markings in the same location as the existing markings that will be covered.

An exception is the Contractor shall install a stop bar at all intersections with SR 260 whether one existed prior to the slurry seal or not.

The thermoplastic lines shall be 0.090-inch (90 mils) thick striping. The work shall include all materials, equipment, and labor costs to properly apply the permanent pavement markings, thermoplastic white striping, in accordance with Section 704 Thermoplastic Pavement Markings of the ADOT Standard Specifications.

Measurement and Payment: Measurement for 'PAVEMENT MARKING – WHITE' will be based on the square feet (SF) of thermoplastic white striping, properly installed, and as measured on the ground by the Town Inspector. Skips in dashed lines will not be included in the measurement. Payment will be made at the bid unit price per square feet (SF) of markings installed based on the measured quantity.

3. PAVEMENT MARKING – YELLOW

Specifications: Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, 2008 Edition, Section 704 – Thermoplastic Pavement Markings, and related sections.

Description: The Contractor shall furnish and apply approved permanent pavement markings, thermoplastic yellow striping, to the required widths, lengths, and configurations specified herein.

- Striping shall match the width of the existing striping with a minimum width of 4"

Prior to application of the slurry seal surfacing, the Contractor shall survey, measure, and record the locations of all pavement markings including the beginning and end points, widths, and distances for each marking and/or striping line in order to enable the Contractor to apply new pavement markings in the same location as the existing markings that will be covered.

An exception is that the Contractor shall install a double yellow solid centerline on Highline Drive in lieu of the single solid centerline that currently exists.

The thermoplastic lines shall be 0.090-inch (90 mils) thick striping. The work shall include all materials, equipment, and labor costs to properly apply the permanent pavement markings, thermoplastic yellow striping, in accordance with Section 704 Thermoplastic Pavement Markings of the ADOT Standard Specifications.

Measurement and Payment: Measurement for 'PAVEMENT MARKING – YELLOW' will be based on the square feet (LF) of thermoplastic yellow markings and striping, properly installed, and as measured on the ground by the Town Inspector. Skips in dashed lines will not be included in the measurement. Payment will be made at the bid unit price per square feet (SF) of markings installed based on the measured quantity.

4. MOBILIZATION & TRAFFIC CONTROL

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Part 100, Section 109, and other related sections.

Mobilization: The work under this item shall consist of preparatory work and operations, including but not limited to, the movement of personnel, equipment, materials, supplies, and incidentals to the project site; the establishment of any office, restrooms, and storage/staging facilities necessary for work on the project; and for all other work and operations that must be performed and costs incurred prior to beginning work on the various construction items at the project site. The mobilization/demobilization work shall also include the movement of personnel, equipment, materials, supplies, tools, and other items from the site following completion of construction activities and restoration of any site(s) used for Contractor storage and staging.

Include in the lump sum price all costs to mobilize for the project such as moving equipment, trucks, and personnel, both to the site and off the site upon completion of the work. The lump sum price also includes expenses for bonds, licenses, permits, project insurance, project coordination, materials, quality control testing, testing coordination, cut-sheet submittals, storage of materials, removal and disposal of construction debris, and the temporary supplies, power, and telephone, all necessary for the execution of the work.

The Contractor shall obtain approval of the property owner and the Town when using vacant private property to park and service equipment, and/or to store materials for use on this project.

1. The Contractor shall notify adjacent property owners/residents of this proposed use.
2. Any use of vacant property adjacent to or near the project for parking or servicing equipment and/or storing of material will require the Contractor to obtain written approval from the property owner. This approval shall contain any requirements which are a condition of this approval.
3. A copy of the property owner's approval shall be submitted along with the Contractor's request to the Town for approval for the use of the marshaling yard in connection with the project. An appropriate distance from adjacent property will be set by the Town on a case by case basis based on the size and type of equipment to be used on the project.
4. The yard shall be fenced and adequately dust-proofed in a manner such as to preclude tracking of mud onto paved or unpaved Town streets.
5. Work in the yard shall be scheduled so as to comply with the Town Noise Ordinance.
6. Equipment, materials, supplies, etc., shall be located so as to minimize impact on adjacent properties. A sound barrier may be required if deemed necessary by the Town.
7. The Contractor shall clean up the property promptly upon completion of use and shall provide a signed property release as a condition of final acceptance.

Contractor's request for approval shall specify in detail how they propose to comply with 1 through 7 above.

Site Use and Clean-up: Fine grading of disturbed surfaces; spreading new decomposed granite on disturbed surfaces where it existed prior to construction; returning staging areas and surrounding disturbed areas to their original condition (or better), and including reseeding, if necessary.

This bid item also includes all costs associated with implementation of street sweeping as necessary to eliminate tracked dirt, mud, and debris from the project site onto paved surfaces via construction vehicle traffic and domestic traffic as a storm water management, pollution, and sediment control mitigation measure. Sweeping and dust control shall be monitored and performed daily as needed and as may be directed by the Town Inspector. Staging areas shall be provided with security fencing, scrubber pad to keep from tracking dirt/mud onto street surfaces, frequent housekeeping cleanup, and restoration of site to a condition as good if not better than found prior to construction. Dust control measures (including spraying water and/or dust palliatives on disturbed ground surfaces) are to be employed as needed to minimize fugitive dust from project activities.

Traffic Control: Effective and safe traffic control is critically important for this project. The Contractor shall coordinate closely with Town officials throughout the duration of the project to ensure safe passage of pedestrian, bicycle, and vehicular traffic. This construction/bid item includes any and all traffic control supervisors, flaggers, barrels, cones, barricades, lights, signage, directional pedestrian routing, and development and implementation of an approved traffic control plan. Traffic control shall route traffic over a uniform durable driving surface at all times with no drop offs adjacent to traffic travel lanes greater than 2" at any time unless protected by lighted barricades. Traffic control shall meet all requirements of the Arizona Department of Transportation and the Manual on Uniform Traffic Control Devices.

Reasonable access to businesses and residences must be maintained at all times unless a minimum of 48 hours written notification is given to property owners and residents including an estimated length of time for the entire duration of the planned closure. The Contractor shall be responsible for individual notification to residences and business owners within the construction area whenever they are impacted by access restrictions, sidewalk and/or road closures, and construction activities impacting their properties.

Traffic control is particularly important for this project due to the location of some of the improvements within the ADOT right of way for SR 260. The Contractor shall not encroach onto the roadway pavement of the highway at any time with construction stockpiles or materials.

Traffic control for any and all work along SR 260 within ADOT Right of Way shall comply with all requirements of the ADOT Encroachment Permit for this project and any special requirements imposed by ADOT for working in close proximity to traffic on the highway. The Contractor shall coordinate closely with ADOT officials throughout the duration of the project to ensure safe passage of vehicles. The Contractor shall apply for an ADOT Encroachment permit to complete the work under this contract. The Contractor's traffic control plan (and insurance) must meet the approval of ADOT and the traffic control plan shall comply with all ADOT and MUTCD requirements.

Traffic Control Plan: Prior to the start of work, the **Contractor shall submit a detailed “Vehicular and Traffic Control Plan” to ADOT, the Town of Star Valley, and the Engineer of Record for approval. Plan approval from ADOT and the Town is required before work can commence.** The plan shall address and include as applicable:

1. A schedule for shutting down residential and/or business access, with durations, as required by the project construction.
2. A plan for constructing temporary driveway access ramps with aggregate base material as needed to provide continuous access to properties except when closure is needed due to street base and pavement construction.
3. Proposed signage indicating any applicable closures or street / sidewalk detours.
4. Signage layout and design in compliance with the Manual on Uniform Traffic Control Devices.
5. Overall total length (distance and duration) of street, alley, driveway, and/or sidewalk closures due to construction activities at any point in time during the overall project schedule.
6. The Contractor shall clean up and re-open sidewalks and street lanes one block or segment at a time and prior to starting construction on the next block or street segment.
7. Construction staging and phasing to limit total length of closures at any time.

Measurement and Payment: Mobilization & Traffic Control will be measured as a single complete lump sum (LS) item of work. Payment will be made at the lump sum (LS) price indicated on the Bid Schedule and as specified below. The total lump sum amount shall be considered full compensation for the work as described herein and necessary for complete mobilization to the site and demobilization and clean-up when leaving the site and for traffic control for the full duration for the project work. The lump sum amount shall be considered full compensation for the all work associated with this bid item, whether specifically stated or not.

Payment will be made in two equal portions:

1. The first half of the payment shall be made with the Contractor’s initial billing invoice and shall be 1/2 (50%) of the contract lump sum amount for mobilization, initial expenses, ADOT Encroachment Permit, and traffic control.
2. The final half of the payment shall be made as part of the Contractor’s final close-out billing invoice once the project has been fully completed and accepted by the Town of Star Valley and shall be 1/2 (50%) of the contract lump sum amount for on-going traffic control, demobilization, and site restoration.

INCIDENTAL ITEMS

Any and all items of work to be provided by the Contractor that are not specifically listed in the Bid Schedule will NOT be measured or paid for separately as they are considered “incidental” and “subsidiary” to the overall project. The cost associated with each incidental item of work shall be applied to its associated bid schedule line item or across all applicable bid schedule line items as most appropriate in the judgment of the Contractor.

The following is a list of some, but not all, construction items that are considered “incidental” to the construction project that shall be provided, but will not be paid for separately as a bid item:

- **Water Used by the Contractor for Construction Purposes**

The Contractor shall establish an account with the Town to purchase water used at a nominal rate for construction purposes so the Town has a record of water usage. The Town will provide a meter for this purpose. The Contractor shall reimburse the Town for the cost of water used for this project. The cost of associated work and the cost of water used are incidental to the overall project.

- **Construction Staking for all Improvements**

Cost for all labor, materials, and equipment associated with construction surveying and staking including, but not limited to, information gathering of existing elevations and the staking of waterlines, fixtures and appurtenances, utilities, removals and new paving, and other associated improvements for construction purposes. Any survey monuments that are disturbed during construction activities shall be replaced at the Contractor’s expense.

- **Quality Control Testing**

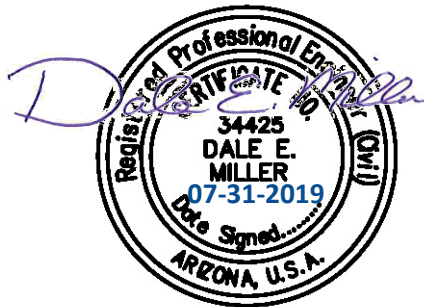
The Contractor is responsible for quality control testing per General Conditions Section 5.0, Inspection of Work, Paragraph 3, “The Contractor shall provide the testing and inspection services required by the Contract Documents and other such test necessary to assure the quality of the work.”

Contractor shall provide all pre-construction, during-construction, and post-construction testing required by the MAG standards and the project’s contract documents. Testing frequency minimums shall be governed first by current the Maricopa Association of Governments, Uniform Standard Specifications and Details for Public Works Construction, and second by the Arizona Department of Transportation Materials Testing Manual-Series 900, Appendix C, and third by accepted industry standards.

The Contractor shall provide all test results to the Town, the Engineer of Record, and the Inspector within 24 hours of completion of the testing.

The Town may provide quality assurance testing as needed to verify the quality of the work and to satisfy themselves that the work has been constructed in compliance with the plans, specifications and contract documents.

End of Technical Specifications Section



Expires 12/31/2020

