



Project Specifications and Contract Documents
For
Pavement Reconstruction – Stetson Road
CIP No. 2112-002

MAYOR AND COUNCIL:

Phil Goode, Mayor
Connie Cantelme, Council Member
Lois Fruhwirth, Council Member
Ted Gambogi, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member

CITY CLERK:

Sarah M. Siep

PUBLIC WORKS DIRECTOR:

Gwen Rowitsch

Notice Inviting Bids

Pavement Reconstruction – Stetson Road

DESCRIPTION: The primary scope of work includes the removal and/or installation of roadway pavement, sidewalk, ramps, driveways, curb and gutter, storm drain structures, dumpster pads, and pavement markings along Stetson Road and intersecting roadways.

Work also includes brush and debris removal, drainage grading, catch basins, storm drainpipe removal and installation, water services, grouted riprap, asphalt paving, and the adjustment of water valve boxes, and manhole frames and covers.

MANDATORY PRE-BID CONFERENCE: February 25, 2025, at 9:00a.m., City of Prescott Public Works Department.

BID OPENING: Thursday, March 13, 2025, at 2:00p.m. **City Council Chambers 201 N. Montezuma Street, 3rd Floor, Prescott, Arizona 86301**

In accordance with local and State law, sealed bids with the project name on outside of envelope will be received by the Office of the **City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, until 2:00pm on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time, and location. Any bid received at or after 2:00pm on the referenced date will be returned unopened.

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

Copies of the Plans, Project Specifications and Contract Documents are available for inspection at the Public Works Department, or may be obtained free of charge on the City's website at <https://prescott-az.gov/budget-and-finance/purchasing/>.

PUBLISH: February 16 and 23, 2025

Pavement Reconstruction – Stetson Road

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Attachments:

- City of Prescott Supplement to the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction (Technical Specifications)
- Project Special Provisions
- Project Soils Report

Special Instructions

Bids will be returned unopened if not submitted properly sealed and prior to the time set forth in the Notice Inviting Bids.

Bids shall be enclosed in a sealed envelope, addressed to the Office of the City Clerk, and marked on the outside, lower right-hand corner indicating:

1. Bidder's Name
2. Project Title
3. Bid Opening Date and Time
4. Acknowledgement of Addenda Received, if applicable

Mandatory Pre-Bid Conference

The pre-bid conference is mandatory for potential bidders. Bids will only be accepted from contractors in attendance as established on the sign-in sheet. Anything discussed, or not discussed, in the meeting shall not change the requirements of the bid documents. Any changes to the bid documents shall be in writing. The minutes of this pre-bid conference will be distributed to all attendees. The minutes shall not be considered part of any addendum and shall not be considered part of the contract documents for the project.

The mandatory pre-bid conference will be held on February 25, 2025, at 9:00a.m. at this location:

**City of Prescott
Public Works Department
433 N Virginia Street
Prescott, AZ 86301**

Bid Submittal

All bids must contain the following completed forms, provided herein:

1. Bidding Schedule (page 7-9)
2. Proposal (pages 10-12)
3. Subcontractors List (page 13)
4. Proposed Staging Locations (page 14)
5. Bidder's Affidavit (page 15)
6. Proposal Guarantee (certified check, cashier's check, or surety bond)
7. Addendum Acknowledgement (all pages), if applicable

Failure to complete and sign (where required) and return the above documents with your bid may render it irregular. It is not necessary to return a complete copy of the Notice Inviting Bids, Project Specifications and Contract Documents, other than the documents noted above. Bids shall be submitted as one (1) original with one (1) flash drive and must conform to this request.

DELIVERY OF SUBMITTALS

Sealed bids will be received **before 2:00p.m. on Thursday, March 13, 2025**, at the **City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened. The City will not accept delivery of the bid at any other City location.

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

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

**Notice of Inviting Bids:
Pavement Reconstruction – Stetson Road
Due before 2:00p.m. on March 13, 2025**

Requests for Information

Questions pertaining to this project prior to opening and award of the contract shall be directed to:

Jaimie Sventek
Contracts Coordinator
City of Prescott – Purchasing
contracts@prescott-az.gov

Requests for information must be received **by 5:00p.m. on Tuesday, March 4, 2025**. Responses or addenda will be issued **no later than 12:00p.m. (noon) on Monday, March 10, 2025**. It is the prospective proposer's full responsibility to check the City's website at <https://prescott-az.gov/budget-and-finance/purchasing/> for Addenda related to this procurement. A signed copy with all pages of the addenda must be submitted with the proposal package.

Scope of Work

The intent of the Plans and Specifications is to prescribe a complete work for the described project which the Contractor shall perform in a manner acceptable to the City Public Works Director and in full compliance with the terms of the Contract.

Unless otherwise specified in the Special Provisions, the Contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, but not limited to, dust and traffic control measures, and to perform all work involved in executing the Contract in a satisfactory and workmanlike manner within the specified time.

All standard specifications and details referenced, unless otherwise noted, shall conform to all the City of Prescott Standard Specifications and Detail Drawings, most current revisions, and to the most current editions of the Uniform Standard Specifications and Details for Public Works Construction by the Maricopa Association of Governments (MAG Specifications and Details), including revisions thereto.

Project Schedule

The Contractor shall fully complete all work under this Contract within one hundred twenty (120) calendar days beginning with the calendar day as noted in the Notice to Proceed. The Contractor shall at all times during the continuance of the Contract prosecute the work with such work force and equipment as is sufficient to complete the project within the time specified.

The following milestones are estimates of the earliest dates possible for planning purposes only and shall not represent any contractual commitment whatsoever on the part of the City. The City reserves the right to amend the project schedule as necessary.

Award of Contract	April 8, 2025
Pre-Construction Meeting	Week of April 14, 2025
Notice to Proceed	Week of April 21, 2025
Expected Completion Date	Week of August 19, 2025

City Protest Policy

Any protest against the solicitation or award must be filed with the City Clerk's Office by 4:00p.m. up to ten (10) days after award. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful vendors. The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

Bid Schedule

Pavement Reconstruction -- Stetson Road						
CIP 2112-002						
Line No.	Item	Description	Qty	Unit	Unit Cost	Amount
General Construction Items						
1	105.8	Construction Stakes, Lines and Grades	1	LS		
2	107.15 SP	Public Relations	1	ALL	\$ 20,000.00	\$ 20,000.00
3	107.16 SP	Stormwater Pollution Prevention Plan (SWPP)	1	LS		
4	109.10	Mobilization/Demobilization	1	LS		
5	109.11	Contract Allowance	1	ALL	\$ 400,000.00	\$ 400,000.00
6	401.8a SP	Traffic Control	1	LS		
7	401.8b SP	Changeable Message Boards (EACH PER DAY)	10	DY		
<i>General Construction Items Subtotal</i>						
Removals						
8	205.8a SP	Roadway Excavation	1,445	CY		
9	350 SP	Remove and Dispose of asphalt pavement	5,683	SY		
10	350.10a SP	Removal of Existing Improvements	1	LS		
11	350.10c SP	Remove and Dispose of asphalt driveway and asphalt berm	268	SY		
12	350.10d SP	Remove and dispose of Existing Sidewalk Scupper	3	EA		
13	350.10e SP	Remove & Dispose of Curb and Gutter	587	LF		
14	350.10f SP	Remove & Dispose of Concrete Sidewalk	983	SF		
15	350.10g SP	Sawcut	824	LF		
16	350.10h SP	Remove & Dispose Storm Drain Pipe, 4" PVC Storm Drain	9	LF		
17	350.10i SP	Remove Storm Drain Pipe, 24" CMP Storm Drain	62	LF		
<i>Removals Subtotal</i>						
Roadway Improvements						
18	205.8b	Unsuitable Material	200	CY		
19	211.5a SP	Fill Construction	322	CY		
20	301 SP	Sub-Grade Preparation	4,703	SY		
21	310.5a SP	Aggregate Base Course	1,269	CY		
22	310.5b SP	Aggregate Base Course Preparation of Existing	980	SY		
23	321.13 SP	Placement and Construction of Asphalt Concrete Pavement	5,683	SY		
24	340.6a SP	Concrete Vertical Curb and Gutter Type A	570	LF		
25	340.6b SP	Concrete 4" roll curb, Type C	563	LF		
26	340.6c SP	Concrete 6" roll curb, Type E	668	LF		

Bid Schedule

Pavement Reconstruction -- Stetson Road						
CIP 2112-002						
Line No.	Item	Description	Qty	Unit	Unit Cost	Amount
27	340.6d SP	Concrete ribbon curb, Type B	37	LF		
28	340.6e SP	Concrete curb termination	5	LF		
29	340.6f SP	Concrete Driveway Entrance	687	SF		
30	340.6g SP	Commercial Concrete Driveway Entrance	491	SF		
31	340.6h SP	Concrete Curb and Gutter Transition	52	LF		
32	340.6i SP	Concrete Valley Gutter	60	SF		
33	340.6j SP	Concrete Sidewalk	867	SF		
34	340.6k SP	Concrete Handicap Ramp,with Cast Iron Panel	5	EA		
35	350.10j SP	Remove & Reset Mailbox per QCSD 134Q-1 and 134Q-2	4	EA		
36	350.10k SP	Remove and Relocate Existing Sign	2	EA		
37	402.4	Thermoplastic Striping, White, Stop Bar & Crosswalk (4" equiv.)	621	LF		
38	405.5.a SP	Adjust Survey Monuments (QCSD 270Q)	2	EA		
39	505.1.1F SP	Concrete Dumpster Pad	4	EA		
<i>Roadway Improvements Subtotal</i>						
Utility Improvements						
40	345.7a SP	Adjust New Water Valve Box & Cover	9	EA		
41	345.7b SP	Adjust Sewer Manhole Frame & Cover	5	EA		
42	345.7c SP	Replace Sewer Cleanout Frame & Cover	1	EA		
<i>Utility Improvements Subtotal</i>						
Drainage Improvements						
43	220.8a SP	Grouted Rip Rap D(5)=10", 20" Deep	235	SF		
44	220.8b SP	Rip Rap w/ filter fabric, D(50)=8", 16" Deep (SF)	1,950	SF		
45	505.1.1C	Storm Drain Catch Basin	1	EA		
46	211.5b SP	Bioretention Basin (Cut)	41	CY		
47	505.1.1A	Concrete Channel	2,976	SF		
48	505.1.1D SP	Concrete Scuppers	3	EA		
49	505.1.1G SP	Vaned Grate/Concrete Trench Drain	1	EA		
50	618.4a SP	12" ADS HDPE Catch Basin with 2'x2' grate	1	EA		
51	618.4b SP	12" HDPE Pipe	9	LF		
52	618.4c SP	24" ADS HDPE Flared end Section	1	EA		
53	618.4d SP	24"- 22-1/2° ADS HDPE Bend	1	EA		

Bid Schedule

Pavement Reconstruction -- Stetson Road						
CIP 2112-002						
Line No.	Item	Description	Qty	Unit	Unit Cost	Amount
54	618.4e SP	24" HDPE Pipe	31	LF		
55	618.4f SP	4" HDPE Pipe	28	LF		
56	618.4g SP	4" HDPE Perforated Pipe	372	LF		
<i>Drainage Improvements Subtotal</i>						
Total Bid Amount						\$

TOTAL BID AMOUNT:

Dollars and Cents

(In Written Words)

Company Name

Company Address

Signature of Company Official

Date Signed

Title

Email

Proposal

Date: _____

Proposal of _____

(Name)

Corporation organized and existing under the laws of the State of Arizona; a partnership consisting

of _____ or an individual trading as

_____.

TO THE HONORABLE MAYOR AND COUNCIL

CITY OF PRESCOTT

PRESCOTT, ARIZONA

Ladies and Gentlemen:

The Undersigned hereby proposes and agrees to furnish any and all required labor, material,

construction equipment, transportation, and services for completion of the Pavement Reconstruction

– Stetson Road Project, in strict conformity with the plans and specifications, at the total base bid

price of:

_____ Dollars

(\$ _____).

The Undersigned hereby declares that he has visited the site and has carefully examined the Contract Documents relating to the work covered by the above bid or bids.

The Proposal Guarantee (Certified Check, Cashier's Check, or Bid Bond) attached, payable to the City of Prescott in the sum of not less than ten percent (10%) of the total bid price submitted for the complete project, to ensure that the Undersigned, if his bid is accepted, shall enter into contract and give the bonds and certificates of insurance required. In the event that the contract and bonds and certificates of insurance required are not furnished to the City within the time required, then and in that event the City may retain from the proposal guarantee an amount, not to exceed the amount of the proposal guarantee, representing the difference between the amount specified in the proposal or bid, and such larger amount that the City in good faith contracts with another party to perform the work covered by the proposal or bid.

The project shall be completed within one hundred twenty (120) calendar days after the starting date set forth in the NOTICE TO PROCEED.

The Undersigned hereby declares, as bidder, that the only persons or parties interested in this PROPOSAL as principals are those named herein; that no elected official or employee of the City is in any manner interested directly or indirectly in this PROPOSAL or in the profits to be derived

from the contract proposed to be taken, other than as permitted by law; that this bid is made without any connection with any other person or persons making a separate bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that he has read the NOTICE INVITING BIDS, CONTRACT DOCUMENTS AND PROJECT SPECIFICATIONS, and agrees to furnish the items and perform the work called for in accordance with the provisions of said form of Contract and the Specifications and to deliver the same within the time stipulated herein, and that he will accept in full payment therefore the total bid price named in this Proposal.

The bidder shall be an A-General Engineering contractor properly licensed in the State of Arizona at the time of bidding to perform construction in connection with fixed works, including streets, roads, power and utilities plants, dams, hydroelectric plants, sewage and waste disposal plants, bridges, tunnels, and overpasses and shall also be licensed to perform work within residential and commercial property lines, or shall be properly licensed to sub-contract residential or commercial work, as may be required in the Scope of Work.

Any bid submitted without the proper contracting license to perform the required work shall be considered non-responsive and rejected.

The bidder further agrees that, upon receipt of written notice of the acceptance of this PROPOSAL, he will execute the Contract in accordance with the PROPOSAL as accepted and furnish the required bonds TEN (10) days from the date of mailing of said Notice of Award to him at his address as given below, or within such additional time as may be allowed by the City; and that upon his failure or refusal to do so within said time, then the certified or cashier's check or bid bond accompanying this bid shall be cashed or enforced and the money payable pursuant thereto shall be forfeited to and become the property of the City as liquidated damages for such failure or refusal; provided that if said bidder shall execute the Contract and furnish the required bonds within the aforesaid time, his certified or cashier's check, if furnished, shall be returned to him within three (3) days thereafter, and the bid bond, if furnished, shall become void.

Bidder understands and agrees that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Bidder acknowledges receipt of the following Addenda: _____

The undersigned is the holder of Arizona State Contractor's License No(s). and Classification(s):

Respectfully submitted,

Bidder (Authorized Signature)

Corporate Seal

By: _____

Title: _____

Bidder's Contact Information:

Physical Address: _____

Mailing Address: _____

Telephone No: _____

Email Address: _____

Names and addresses of all members of the firm or names and titles of all officers of the corporation:

**Subcontractors List
Pavement Reconstruction – Stetson Road**

Subcontractor Information	Bid Item(s)	Subcontract Amount	% of Total Bid
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Total Subcontract Amount and Percentage of Bid	\$		%

**Use additional forms if needed*

Proposed Staging Locations

Project Name: Pavement Reconstruction – Stetson Road

Bid Date: March 13, 2025

Contractor Name: _____

Proposed Location No. 1	
General Description:	Parcel No:
	Physical Address:
Legal Owner:	Zoning District:

Proposed Location No. 2	
General Description:	Parcel No:
	Physical Address:
Legal Owner:	Zoning District:

**A map of each location may be attached to this form*

If no staging areas are proposed, please check here and sign below: No Areas Proposed

By signing below, I (“Contractor”) certify that no staging areas are required for the above-named project. If necessary, staging area(s) are later determined, I understand that any associated costs shall be furnished by the Contractor and will be considered incidental without additional compensation from the City.

Signature of Company Official

Date Signed



Bidder’s Affidavit

Pavement Reconstruction – Stetson Road Project

State of _____)
) ss.
County of _____)

_____, being first duly sworn, deposes and says:

That he/she is _____ of _____
(Title) (Bidder)

who submits herewith to the City of Prescott, Arizona, a Proposal:

That all statements of fact in such Proposal are true.

That said Proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation.

That said bidder has not, directly, or indirectly by agreement, communication, or conference with anyone attempted to induce action prejudicial to the interest of the City of Prescott, Arizona, or of any bidder or anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or of that of anyone else;
4. Did not, directly or indirectly, submit his proposed price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except the City of Prescott, Arizona, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: _____

SUBSCRIBED AND SWORN to before me by _____

this _____ day of _____, 2025.

Notary Public

Commission Expires



CONSTRUCTION CONTRACT

****Project**

Contract No. **_*****

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

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

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

ARTICLE II - CONTRACT DOCUMENTS: The Notice Inviting Bids, Project Plans and Specifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, Addenda, Contractor’s Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties, Contractor Bid Proposal as accepted by the Mayor and Council per Council Minutes of **, 20**, Proposal Guarantee, Performance Bond, Payment Bond, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The Contractor hereby agrees to commence work on or before the tenth (10th) day after written notice to do so, unless such commencement of work is mutually agreed to be extended by the parties due to material unavailability and delayed lead times. The Contractor will complete the work within ** (***) calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the City Supplement to MAG. The contract will close 60 days after the substantial completion date, to finalize the payment process.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract Documents, a not to exceed amount of ** dollars and ** cents (\$**), plus any approved contract amendments, for the full and satisfactory completion

of all work as set forth in the Project Plans, Specifications and Contract Documents. Retention shall be in accordance with A.R.S. § 34-221. If the Contractor claims that any instructions involve additional/extra cost, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services / work. No such claim shall be valid unless so made. The Contractor shall do such additional/extra services/work upon receipt of an accepted Contract Amendment or other written order of the Director. In the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments shall be approved by the Director, but Contract Amendments over \$50,000 must also be approved by City Council.

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

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

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

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

limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

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

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum of \$**.00 per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum of \$**.00 per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

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

ARTICLE XII - BONDS:

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

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

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

ARTICLE XIII – SUBCONTRACTORS:

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

ARTICLE XIV – INDEMNITY:

The Contractor shall defend, indemnify and hold harmless the City, its departments, officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys fees and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the Contractor’s owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under Worker’s Compensation Law or arising out of failure of such Contractor to conform to any Federal, State, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intentions of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts of Indemnatee, be indemnified by the Contractor from and against any and all claims. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its departments, officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

ARTICLE XV – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to

provide written assurance within the number of days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XVI – TERMINATION FOR CONVENIENCE:

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

ARTICLE XVII - MISCELLANEOUS:

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

City of Prescott
201 N Montezuma Street
Prescott, AZ 86301
contracts@prescott-az.gov

**
*
**
**

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

P. Nondiscrimination and Equal Employment Opportunity: The Contractor and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Contractor and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Contractor agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.

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

1. The Contractor shall comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, “Residence Requirements for Employees”, as amended.
2. Under the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its Subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter referred to as “Contractor Immigration Warranty”). The Contractor further understands and acknowledges that:
 - a. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - b. The City retains the legal right to inspect the papers of any Contractor or Subcontractors’ employee to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any such inspections.
 - c. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the Subcontractors to ensure compliance with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.
 - d. Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
 - e. The provisions of this Article shall be included in any contract the Contractor enters with any and all of its Subcontractors who provide Services under this Agreement. “Services” are defined as furnishing labor, time, or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.

- R. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott”, as that term is defined in A.R.S. § 35-393, of Israel.
- S. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
1. The forced labor of ethnic Uyghurs in the People’s Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 3. Any Contractor / subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

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

- T. Contracting with small and minority firms, women’s business enterprise and labor surplus area firms:
1. The Company will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.
 2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

DATED: _____ day of _____, 20____

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

** (Company Name)

City of Prescott, a municipal corporation:

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

SAMPLE

INSURANCE REQUIREMENTS

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

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

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. The Contractor is free to purchase such additional insurance as may be determined necessary.

ADDITIONAL INSURANCE REQUIREMENTS:

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:
City of Prescott
201 N. Montezuma Street
Prescott, AZ 86301**

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

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov. The City contract number and project name/description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

NOTICE OF CANCELLATION:

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

ACCEPTABILITY OF INSURERS:

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

VERIFICATION OF COVERAGE:

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

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project and warranty period as set forth in warranty letter. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

Commercial General Liability – Occurrence Form –

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

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

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

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

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

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

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

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

Worker's Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability	
• Each Accident -	\$1,000,000
• Disease – each employee -	\$1,000,000
• Disease – policy limit -	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Contractor.

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

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

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

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

Such policy shall not exclude coverage for the following:

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

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

The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

SAMPLE



FINAL PAYMENT ACKNOWLEDGEMENT

To the City of Prescott, Arizona:

****Company Name****

****Address**

****City, State, Zip**

****Email**

****Company Name**, has submitted the final pay application for the Pavement Reconstruction – Stetson Road project Contract No. 20**-*** in the consideration of:

\$ _____
(Total Final Project Amount)

as full and complete payment under the terms of the Contract. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott, as stated in the warranty letter to be provided.

The Undersigned further agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project within the next 90 days.

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

(Authorized Signature)

By: _____

Title: _____

State of _____)

) ss.

County of _____)

SUBSCRIBED AND SWORN to before me by _____

this _____ day of _____, 20_____.

Notary Public

Commission Expires



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

Project: Pavement Reconstruction – Stetson Road
Contract Number: 20**-***

To the City of Prescott, Arizona:

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

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

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

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

(Authorized Signature)

By: _____

Title: _____

State of _____)

) ss.

County of _____)

SUBSCRIBED AND SWORN to before me by _____

this _____ day of _____, 20 ____.

Notary Public

Commission Expires



CIP 2112-002
Pavement Reconstruction, Stetson Rd

Project Special Provisions

SPONSOR:

CITY OF PRESCOTT, ARIZONA

DEPARTMENT OF PUBLIC WORKS

ENGINEER:

RANDY PERHAM, P.E., CFM



PROJECT MANAGER:

THOMAS BURCHFIELD

NOTE:

THE SPECIAL PROVISIONS SHALL MODIFY AND SUPERSEDE THE VARIOUS SECTIONS OF EITHER THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION OR THE CITY OF PRESCOTT (COP) SUPPLEMENT TO THE MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION, TECHNICAL SPECIFICATIONS DATED FEBRUARY 2019. ALL UNMODIFIED SECTIONS OF MAG OR THE COP SUPPLEMENT TO MAG APPLY AND SHALL REMAIN PART OF THE PROJECT SPECIFICATIONS.

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104 SP SCOPE OF WORK

Add the following to Section 104.1.1 of the MAG Uniform Standard Specifications:

The project generally consists of milling existing asphalt pavement, removing and replacing aggregate base material and/or performing base preparation and placing new asphalt pavement and additional aggregate base material in the Green Manor Heights neighborhood. The streets within the Green Manor Heights neighborhood include a portion of Hartin Avenue (215 ft), a portion of Stetson Road (1,350 ft), and Daniels Drive in its entirety. The work includes unsuitable subgrade repairs on an as needed basis, the adjustment of utility covers to finish grade and the restoration of disturbed traffic striping. The project also includes some curb and gutter replacements, sidewalk replacement, curb ramp installation and/or up-grades, concrete spandrels, valley gutter installation and driveway(s) as shown on the plans. Stormwater flow patterns will remain generally the same but improvements will include constructing a vaned grate at the intersection of Stetson Road and Daniels Drive, a standard stormwater scupper at the first outfall in this same intersection. The stormwater will then discharge into a 10' wide x 3' deep concrete channel that extends from the proposed scupper within an existing 20' drainage easement, approximately 175' to the north and discharges into an existing basin. The second outfall, an existing shallow swale that discharges onto private property at the west end of Stetson Rd, will remain. Six-inch vertical curb and gutter will be constructed on the west side of Hartin Avenue, extending to the intersection of Stetson Road and Hartin Ave. The vertical curb and gutter will transition to roll curb and gutter and extend approximately 500' to the west down Stetson Road to the second out-fall, as it does currently. Other improvements include, concrete pads for the existing dumpsters located in this area and relocating mail boxes.

104.1.1 General

A. The project construction is immediately adjacent to a variety of private property improvements. The Contractor shall protect, preserve, and restore improvements as follows:

1. Existing trees are to be protected in place (unless noted otherwise on the plans). The Contractor shall make every effort possible to avoid damaging existing trees adjacent to the construction. During construction, any damage inflicted to trees shall be remedied that same day at the contractor's own expense by trimming damaged limbs next to the trunk and coating with "TreeKote" tree wound dressing or approved equal.

The Contractor, at his own expense, shall replace, in like kind, trees or other landscape elements that are intended to remain which are killed or damaged beyond repair, to the satisfaction of the Public Works Director.

2. There are numerous landscape features within the project limits such as, but not limited to, fences, inlaid brick features, inlaid flagstone, steps, timbers, paving stones, decorative concrete, landscape rock, landscape vegetation, irrigation systems, etc. that are to be protected in place wherever possible. Where construction requires disturbing existing landscape features, these items shall be restored in like kind. Irrigation

systems shall be tested prior to disturbance and restored to operation upon completion of disturbance. All work on landscape features shall be coordinated with the City Inspector and the affected property owners.

3. Restorations shall include match up and/or replacement of existing surfacing, sidewalks, decorative stone, and other specialty construction elements adjacent to and within 5' of the new curbs, sidewalks, driveways and other improvements. Replacement construction shall be sloped to match up to the new top of curb elevations. The Contractor shall match existing surface finishes, colors, textures, pavers, concrete, curbs, steps, landscaping and other improvements as closely as possible to the adjacent improvements.
 4. Where established turf is disturbed or removed, said turf shall be restored with sod to be matched like in kind. Seeding will not be acceptable.
- B. Prior to bidding, prospective bidders shall make themselves aware of the possible impacts to adjacent improvements and base their bid accordingly.
- C. During construction the City's representative may consider minor deviation from original alignment of existing sidewalks to avoid conflicts with existing features such as established fences and other established landscape features. These decisions shall be on a case-by-case basis solely at the City's discretion.
- D. No separate payment shall be made for Restoration Requirements. Such payment shall be considered incidental to the item of work for which restorations are required, unless otherwise noted on the plans, special provisions and bid schedule.
- E. Sequencing on this project shall be as follows:

In general, all removals, curb replacements, curb additions, sidewalk replacements, utility work, ramp additions, valley gutter and spandrel replacements shall be completed prior to commencing with the asphalt reconstruction on the street for which these repairs are called for on the plans.

Sequencing and timing for work shall be that only one lane between intersections may be worked on at a time, once all repairs have been made and that portion of the roadway has been paved the contractor may go to the next section of roadway. An exception may be given on this requirement if the Contractor provides an approved plan for ingress and egress for vehicles using side roads.

107 SP STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

Remove Section 107.16 of the COP MAG Supplement and replace with the following:

This project will require a Stormwater Pollution Prevention Plan document (SWPPP).

The Contractor shall create and manage an Erosion and Sediment Control (ESC) Plan. This plan shall identify locations of Best Management Practices (BMPs) to be used, details of BMP's and who will manage the ESC Plan. The ESC Plan shall be submitted prior to construction for City of Prescott review and approval.

The Contractor shall comply with AZPDES stormwater requirements for construction sites under the ADEQ Construction General Permit for Arizona. Under provisions of that permit, the Contractor shall be designated as permittee and shall be responsible for providing the necessary labor and materials, and for taking the appropriate measures to assure compliance with the AZPDES Construction General Permit for Arizona as well as other Federal, State, and local requirements pertaining to stormwater discharges.

Installation and maintenance of erosion and sediment control BMPs shall be in accordance with the most recent version of the Arizona Department of Transportation Erosion and Pollution Control Manual. The Contractor will be required to update and revise the ESC Plan as necessary throughout the construction of the project to assure compliance with ADEQ permit requirements.

The permittee shall implement BMPs as described in the ESC Plan and shall periodically conduct site inspections to ensure that BMPs are operating correctly and have not been damaged and/or altered. The site will be inspected a minimum of once within 14 calendar days, but not within 10 calendar days of the previous inspection, and within 24 hours of the occurrence of each storm event of 0.5 inches or greater in 24 hours. Inspections shall be conducted using the City of Prescott Stormwater Construction Site Inspection Report form (Attachment A). This form shall be filled out by the contractor and submitted within 72 hours of inspection to the City of Prescott. At any time, a City of Prescott representative may request to attend an inspection. Noted compliance issues found shall be corrected prior to the next inspection or rain event.

Measurement and Payment:

Payment for the SWPPP and the ESC Plan shall be full compensation for furnishing the ESC plan, management of the plan, performing and submitting inspections, installation, and maintenance (all labor, material, tools, and equipment) required for the BMP's.

Pay Item: 107.16SP – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) (LS)

205 SP ROADWAY EXCAVATION

The roadway prism shall include measurement from lip of curb to lip of curb in those areas where curbs exist. Where no curbs are required, measurement shall be from edge of pavement to edge of pavement.

Pay Item:

205.8a SP – Roadway Excavation (CY)

208.8b SP Unsuitable Material - Provisionary Item - May Not Be Used (CY)

211 SP FILL CONSTRUCTION

Pay Item:

211.5a SP – Fill Construction (CY)

211.5b SP – Bioretention Cut (CY)

220 SP RIPRAP CONSTRUCTION

Add the following to Section 220.8 of the MAG Uniform Standard Specifications:

Pay Item: 220.8a SP – Grouted Rip Rap D(50)=10", 20" Deep (SF)

220.8b SP - Rip Rap w/ filter fabric, D(50)=8", 16" Deep (SF)

301 SP SUB-GRADE PREPARATION

Remove Section 301.8 from MAG in its entirety and replace with the following:

No separate payment shall be made for Sub-grade Preparation. Payment for Sub-grade preparation including scarification shall be included in the unit cost for work for which sub-grade preparation is required.

310 SP PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

Add the following to Section 310.5 of the MAG Uniform Standard Specifications:

Pay Item: 310.5a SP – Aggregate Base Course (CY)

Pay Item: 310.5b SP – Aggregate Base Course Preparation of Existing (SY)

321 SP PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

ADD the following to Section 321.2 of the COP MAG Supplemental Specifications:

The asphalt concrete for the project shall be 3/4" fiber reinforced Marshall Mix asphalt concrete. A reinforcing aramid fiber shall be added to the mix design and production for the asphalt concrete. The aramid fiber shall be FORTA-FI brand, or a City Engineer approved equal.

ADD the following to Section 321.6 of the COP MAG Supplemental Specifications:

Add aramid and polyolefin reinforcing fiber blends at a dosage rate of one (1) pound fiber per one (1) ton of asphalt.

Contractor shall have the fiber manufacturer's representative on site during mixing and production. This requirement can be waived if fiber manufacturer and asphalt producer can supply evidence of manufacturer's brand of fiber being successfully produced a minimum of three times at the asphalt plant to be used for the project. Batch Plant Production: When a batch plant is used, add fiber to the aggregate in the weigh hopper and increase both dry and wet mixing times. Ensure that the fiber is uniformly distributed before the injection of asphalt cement into the mixture. Drum Plant Production: Inject fibers through the RAP collar manually or by feeding them with a metered air blown system to promote rapid and complete fiber dispersion. Rate the feeding of fibers with the rate the plant is producing asphalt mix. If there is any evidence of fiber bundles at the discharge chute, increase the mixing time and/or temperature or change the angle of the fiber feeder line to increase dry mixing time. Add fibers continuously and in a steady uniform manner. Provide automated proportioning devices and control delivery within $\pm 10\%$ of the mass of the fibers required. Perform an equipment calibration to the satisfaction of the fiber manufacturer's representative to show that the fiber is being accurately metered and uniformly distributed into the mix.

Include the following with the air blown system:

- Low level indicators
- No-flow indicators
- A printout of feed rate status in pounds/minute
- A section of transparent pipe in the fiber supply line for observing consistency of flow or feed.
- Manufacturer's representative's approval of fiber addition system

Plant Quality Control:

Aramid Dispersion Visual Test: Collect a 10kg sample of mix from the discharge chute during first 50 tons of production. Visually assess the state of aramid fibers in the sample according to Reference 4 (Section B of this specification) and rate the sample as "Pass" or "Fail". "Pass" = All fibers exist in an Individual State and no Undistributed Clips or Agitated Bundles of fiber are detected. "Fail" = One or more Undistributed Clips or Agitated Bundles are detected.

If a sample is rated as “Fail”, adjust mixing operations to improve fiber dispersion and repeat Step 1 above. If Visual Test results in three consecutive “Fail” ratings, plant mix samples should be sent to a third-party laboratory for complete ADSR testing before production is allowed to commence. In addition to Visual Test, use a shovel to inspect mix in the back of first three trucks and every tenth truck thereafter to confirm adequate blending of the fiber. Remove any observed fiber bundles from placed mixture and adjust operations per the manufacturer’s recommendation to eliminate future fiber bundle development and repeat Steps 1 through 3 above to confirm adequate aramid fiber dispersion.

ADD the following to Section 321.6 of the COP MAG Supplemental Specifications:

(E) Hot plant reports shall be submitted to the City of each production lot prior to payment.

REMOVE section 321.8.5 from the City of Prescott MAG Supplement and refer to MAG 321.8.5.

321.13 Payment

ADD the following to Section 321.13 of the COP MAG Supplemental Specifications:

Payment for placed asphalt shall be per square yard.

Pay Item: 321.13 SP –Asphalt Concrete Pavement with Fiber Reinforcement, 4" Thick (3/4" Marshall Mix) (SY)

340 SP CONCRETE, CURB, GUTTER, SIDEWALK, CURB RAMPS, & DRIVEWAY AND ALLEY ENTRANCE

Add the following to Section 340.3.11 of the COP MAG Supplement:

Protection of Concrete

Side forms shall remain in place until the day after placing concrete, and in all cases until the edge of the concrete no longer requires the protection of the forms. Forms shall be carefully removed in such a manner as to avoid damage to the concrete. Use of prying devices between the concrete and the forms will not be permitted.

The Contractor shall be responsible for taking adequate steps to protect concrete placed during rain, or hot or cold weather as defined in ACI Standards, and to the satisfaction of the Engineer. Any concrete damaged by rain or extreme temperatures shall be removed and replaced at the Contractor's expense.

No traffic or Contractor’s equipment, except as hereinafter provided, will be permitted on the concrete until it has developed a compressive strength of 3500 psi.

Equipment for sawing joints will be permitted on the concrete when, in the Contractor's judgment, the concrete has developed sufficient strength to support the equipment without damage to the concrete. In case of visible cracking or other damage to the concrete, operation of the equipment on the concrete shall be immediately discontinued.

Add the following to Section 340.6 of the COP MAG Supplement:

Payment

Payment for installation of concrete vertical curb and gutter, Type A, shall include all subgrade preparation, restoration of disturbed landscape features, and all work necessary to produce a finished product. Payment shall be per linear foot of the total placement.

Pay Item: 340.6a SP - Concrete Vertical Curb and Gutter Type A (LF)

Payment for installation of concrete single 4" roll curb, Type C, shall include all subgrade preparation, restoration of disturbed landscape features, and all work necessary to produce a finished product. Payment shall be per linear foot of the total placement.

Pay Item: 340.6b SP - Concrete 4" roll curb, Type C (LF)

Payment for installation of concrete single 6" roll curb & gutter, type E, shall include all subgrade preparation, restoration of disturbed landscape features, and all work necessary to produce a finished product. Payment shall be per linear foot of the total placement.

Pay Item: 340.6c SP - 6" Roll Curb & Gutter, Type E (LF)

Payment for installation of ribbon curb, Type B, shall include all subgrade preparation, restoration of disturbed landscape features, and all work necessary to produce a finished product. Payment shall be per linear foot of the total placement.

Pay Item: 340.6d SP – Ribbon Curb, Type B (LF)

Payment for installation of concrete curb termination shall include all subgrade preparation, restoration of disturbed landscape features, and all work necessary to produce a finished product. Payment shall be per linear foot of the total placement.

Pay Item: 340.6e SP – Concrete Curb Termination (LF)

Payment for installation of concrete driveway entrance shall include removal and disposal of existing driveway materials, all subgrade preparation, restoration of disturbed landscape features, and all work necessary to produce a finished product. Payment shall be per square foot of the total replacement.

Pay Item: 340.6f SP – Concrete Driveway Entrance (SF)

Payment for installation of commercial concrete driveway entrance shall include removal and disposal of existing driveway materials, all subgrade preparation, restoration of disturbed landscape features, and all work necessary to produce a finished product. Payment shall be per square foot of the total replacement.

Pay Item: 340.6g SP – Commercial Concrete Driveway Entrance (SF)

Payment for concrete curb and gutter transition installation shall include all demolition, removals, excavation, subgrade preparation, restoration of disturbed landscape features, and all work necessary to produce a finished product. Payment shall be per linear feet for total installation.

Pay Item: 340.6h SP – Concrete Curb & Gutter Transition (LF)

Payment for installation of concrete valley gutter entrance shall include removal and disposal of existing valley gutter materials, all subgrade preparation, restoration of disturbed landscape features, and all work necessary to produce a finished product. Payment shall be per square foot of the total replacement.

Pay Item: 340.6i SP – Concrete Valley Gutter (SF)

Payment for sidewalk installation shall include all subgrade preparation, restoration of disturbed landscape features, and all work necessary to produce a finished product. Payment shall be per square foot of the total placement.

Pay Item: 340.6j SP - Concrete Sidewalk (SF)

Payment for curb ramp replacement shall include all demolition, removals, excavation, subgrade preparation, restoration of disturbed landscape features, and all work necessary to produce a finished product, to include cast iron detectable warning panels. Payment shall be each for total replacement.

Pay Item: 340.6k SP – Concrete Handicap Ramp, with Cast Iron Panel (EA)

345 SP ADJUSTING FRAMES, COVERS AND VALVE BOXES

Remove second paragraph of MAG Section 345.1 in its entirety and replace with the following:

345.1 Description

- A. All frames, covers, valve boxes, manholes, etc., shall be adjusted to finished grade after placement of asphalt concrete surface course by the Contractor per Quad City Standard Details 270Q, 391Q, and 422Q. The Contractor shall provide and install new sewer rings, frames, and manhole covers when old ones cannot be reused. The City of Prescott inspector

or project manager will determine which can be reused at the time of removal by the contractor. New sewer manhole covers shall have the City logo of Thumb Butte. Old rings and covers not reused shall be disposed of by the contractor.

- B. To expedite the cure time of concrete collars on utility covers, survey monuments, and manholes, the Contractor shall utilize a high/early concrete mix equivalent to a minimum 5,000 psi 28-day strength. Traffic may not be allowed to traverse over the collars until the concrete has reached 3,000 psi. Payment for high/early concrete shall be considered incidental to the item being adjusted to grade.
- C. New and reused valve caps and manhole covers shall be well seated and not result in objectionable noise when driven over, such as clanging or rattling. Any valve covers or manhole covers that result in objectionable noise when driven over shall be replaced at no additional cost to the City, to include replacing adjustment rings if needed to obtain acceptable results.
- D. Existing water meter boxes in the roadway shall be replaced per the applicable COP standard detail, to include a traffic rated cover. Where existing water meter boxes in the roadway have a concrete collar, said collar shall also be replaced with new concrete collar to match existing. Water meter assembly is not to be disturbed.
- E. During the raising of utility covers to finish grade, demolished material and left-over concrete shall not be placed directly onto new pavement or slurry seal coat. Such material shall be stockpiled on tarps as a minimum and properly disposed of to avoid staining the new pavement surface.
- F. Payment shall be made on a per each basis for adjusting manholes, cleanouts, valves, and storm drain inlets to finish grade.
- G. Payment for new sewer manhole rings, frames, and covers if needed will be paid for separately per the bid schedule. Payment for new water valve risers, covers, and debris caps if needed will be paid for separately per the bid schedule.
- H. Adjustment of sewer manholes using riser rings shall be per the manufacture's recommendations. Payment shall be for each riser ring including all labor and materials for installation.

345.7 Payment

ADD the following to MAG Section 345.7:

Pay Item: 345.7a SP – Adjust Water Valve Box & Cover (EA)

Pay Item: 345.7b SP – Adjust Sewer Manhole Frame & Cover (EA)

Pay Item: 345.7c SP – Replace Sewer Cleanout Frame & Cover (EA)

350 SP REMOVAL OF EXISTING IMPROVEMENTS

Add the following to Section 350.1 of the COP MAG Supplemental Specifications:

Description

The Contractor shall anticipate the existence of tree and shrubbery roots in the sidewalk, curb, and gutter excavation prism. The Contractor shall remove all roots and all other deleterious materials in the excavation prism, taking care not to damage adjacent trees, shrubs, or other landscape features. It shall be the Contractor's responsibility to examine each site prior to bidding to ascertain the amount of tree root removals and all other removals that will be necessary to construct a complete and acceptable unit of work. Trees shall not be removed (unless otherwise noted of the plans). No extra or separate payment shall be made for removal of tree roots. To maintain a clean construction site, all demolished materials, to include but not limited to, asphalt pavement, concrete, rock, dirt and guardrail shall be removed from the site daily. Stock piling of excess materials shall not be allowed. The only material to be stockpiled on site shall be materials specifically intended for use or re-use. No separate payment shall be made for meeting these requirements.

Pay Item: 350.10a SP – Removal of Existing Improvements (LS)

Pay Item: 350.10b SP – Remove Aggregate Base Course, Fill Construction (CY)

Pay Item: 350.10c SP – Remove & Dispose of Asphalt Driveway and Asphalt Berm (SY)

Pay Item: 350.10d SP – Remove & Dispose of Existing Sidewalk Scupper (EA)

Payment for removal of curb and gutter shall include all demolition, saw-cutting, removals, excavation, and all work necessary to prepare for the placement of the new curb and gutter. Payment shall be per linear foot of the total removal.

Pay Item: 350.10e SP – Remove & Dispose of Curb and Gutter (LF)

Payment for removal of concrete sidewalk shall include all demolition, removals, excavation, and all work necessary to prepare for the placement of the sidewalk. Payment shall be per square foot of the total removal.

Pay Item: 350.10f SP – Remove & Dispose of Concrete Sidewalk (SF)

Pay Item: 350.10g SP – Sawcut (LF)

Pay Item: 350.10h SP – Remove & Dispose of 4” PVC Storm Drain (LF)

Pay Item: 350.10i SP – Remove & Dispose of 24” CMP Storm Drain (LF)

Payment for relocating existing mailboxes shall include all demolition, removals, excavation, subgrade preparation, restoration of disturbed landscape features, and all work necessary to produce a finished product. Payment shall be each for total relocation, per post.

Pay Item: 350.10j SP – Remove and Reset Mailbox (EA)

Payment for relocating existing sign(s) shall include all demolition, removals, excavation, subgrade preparation, restoration of disturbed landscape features, and all work necessary to produce a finished product. Payment shall be each for total relocation, per post.

Pay Item: 350.10k SP – Remove and Relocate Existing Sign (EA)

401 SP Traffic Control

401.1 Description

ADD the following to COP MAG Supplement 401.1:

The work under this item shall include providing all equipment, materials, labor, and incidental and appurtenant work necessary to provide traffic control and off-duty police officer hours for the project in accordance with these technical specifications.

Traffic control shall be provided by the contractor in accordance with the Manual on Uniform Traffic Control Devices (latest edition and updates), and MAG Section 401, as supplemented by the COP Supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction.

No work shall begin prior to Engineer's approval of the proposed Traffic Control Plan(s).

At the time of the Pre-Construction Meeting, the contractor shall designate an American Traffic Safety Services Association (ATSSA) certified as a Traffic Control Supervisor (TCS) individual to be responsible for implementing, monitoring, and altering traffic control measures as necessary to ensure that all traffic (vehicle, bicycle, and pedestrian) is carried through the work area in a safe and effective manner. The contractor shall be responsible for maintaining all temporary traffic control devices at all times. The City will designate a representative who will oversee and monitor the City's requirements.

The contractor shall notify the Engineer seven (7) calendar days in advance of the time work will be started in areas requiring the rerouting of traffic, traffic lane striping and removal of street signs. The foregoing shall apply to progressive modifications of traffic routing within an area in which work is in progress.

The contractor shall ensure that all sidewalks on this project remain in compliance with the Americans with Disabilities Act (ADA) and Pedestrian Right-of-way Access Guidelines (PROWAG) Standards. All open pedestrian walkway areas, paved or unpaved, shall be maintained and safely useable at all times. Such measures as backfilling or ramping to existing sidewalks or providing alternate sidewalk

areas adjacent to existing sidewalks may be used. An escort may be required for pedestrians who need assistance in navigating through a signalized intersection that is under construction.

Construction signs shall not be displayed to traffic for more than 24 hours prior to the actual start of construction. Signs shall be removed within 24 hours after completion of the construction. Plan preparation, signing, and public notification shall be considered incidental to other items of work and no specific measurement or payment will be made. All existing signs in conflict with the construction signs shall be removed, covered with plywood, or relocated. Any changes in speed limits within the construction zone shall be determined by the Engineer.

Flaggers may be necessary to assist with guiding motorists through a construction area. Flaggers and guards, while on duty, shall wear personal protective equipment that conforms to applicable City, County and State requirements. It is the contractor's responsibility to inform the Engineer of hazardous conditions immediately.

An off-duty Arizona POST certified uniformed Police Officer may be present at the project site in accordance with these specifications. Off-duty officers may be required at signalized intersections per the Engineer. Off-duty officers may not be used as flaggers as part of typical traffic control.

401.8 Measurement and Payment

REMOVE the Section 401.8 from the COP MAG Supplement in its entirety and REPLACE with the following:

The work under this item shall be Lump Sum to include providing all devices, equipment, materials, labor, and incidental and appurtenant work necessary to provide traffic control and off-duty police officer hours for the project in accordance with these technical specifications.

(A) Preparation of traffic control plan shall be inclusive of all submittals, reviews and if needed, resubmittals.

(B) Flaggers and pilot cars with driver, shall be inclusive and is the Contractor's responsibility to manage the project appropriately to adequately control traffic.

Pay Item: 401.8a SP Traffic Control (LS)

Pay Item: 401.8b SP Changeable Message Boards (EACH PER DAY) (DY)

405 SP SURVEY MONUMENTS

Add the following to Section 405 of the COP MAG Supplemental Specifications:

Pay Item: 405.5a SP – Adjust Survey Monument (QCSD 270Q) (EA)

Pay Item: 405.5b SP – Survey Monument (QCSD 120Q, Type 'A') (EA)

505 SP CONCRETE STRUCTURES

Add the following to Section 505 of the COP MAG Supplemental Specifications:

505.1.1D SP Concrete Scupper

Work under this item shall be in accordance with MAG Standard Detail 206-1, 206-2 and 206-3, MAG Sections 505 and 725 and above mentioned specifications for Portland Cement Concrete. Payment shall be made per each scupper installed complete in place, including the concrete spillway section and handrail. Base or fill material shall be considered incidental to this item. **Measurement and payment under this item shall be per each scupper installed complete in place in accordance with the respective detail.**

Pay Item: 505.1.1D Concrete Scupper (SF)

505.1.1F SP Concrete Dumpster Pad

Work under this item shall be in accordance with the plan detail, MAG sections 505 and 725 and above mentioned specifications for Portland Cement Concrete. Base or fill material shall be considered incidental to this item. **Measurement and payment under this item shall be per each Concrete Dumpster Pad, to include bollards installed complete in place in accordance with the respective detail.**

Pay Item: 505.1.1F Concrete Dumpster Pad (EA)

505.1.1G SP Vaned Grate/Concrete Trench Drain

Work under this item shall be in accordance with the plan detail, MAG sections 505 and 725 and above mentioned specifications for Portland Cement Concrete. The heavy duty grate shall be Neenah Foundry R-4999 Vaned Type 'L' series or approved equal. Contractor shall submit shop drawings of the grate and concrete trench drain prior to construction. Payment shall be made per each concrete trench drain installed complete in-place, including grates, removal and disposal of existing improvements and replacement of disturbed adjacent pavement. Base or fill material shall be considered incidental to this item. **Measurement and payment under this item shall be per each Concrete Trench Drain installed complete in place in accordance with the respective detail.**

Pay Item: 505.1.1G Vaned Grate/Concrete Trench Drain (EA)

618 SP Storm Drain Construction

Add the following to Section 618 of the COP MAG Supplemental Specifications:

The work consists of furnishing and installing custom manufactured HDPE pipes, bends, flared end sections and catch basins as designated on the project drawings in accordance with project specifications section 618 and manufacturer's specifications.

HDPE bends shall be watertight according to the requirements of ASTM D3212. Gaskets shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant shall be used on the gasket and bell during assembly. Joints shall have a reinforced bell with a polymer composite band. Fittings shall conform to ASTM F 2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the watertight joint performance requirements of ASTM F 2306. The bell tolerance device shall be installed by the manufacturer.

Material for pipe production shall be an engineered compound of virgin and recycled high-density polyethylene conforming with the minimum requirements of cell classification 424420C (ESCR Test Condition B) for 4- through 10-inch (100 to 250 mm) diameters, and 435420C (ESCR Test Condition B) for 12- through 60-inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The design engineer shall verify compatibility with overall system including structural, hydraulic, material and installation requirements for a given application.

Payment shall be based on each bend installed complete in place. The storm drain trench work in the vicinity of the bend shall be considered incidental to the construction of this item and provided for in the unit price for the work.

Pay Item: 618.4a 12"x12" HDPE Catch Basin with 2'x2' grate (EA)

Pay Item: 618.4b 12" HDPE pipe (LF)

Pay Item: 618.4c 24" HDPE Flared End Section (EA)

Pay Item: 618.4d 24"-22-1/2 Degree HDPE Bend (EA)

Pay Item: 618.4e 24" HDPE pipe (LF)

Pay Item: 618.4f 4" HDPE pipe (LF)

701 AGGREGATE

Remove Section 701.5 Reclaimed Asphalt Pavement (RAP) from the City of Prescott Supplement and refer to MAG 701.5.

Add the following to Section 701.5 of the MAG Specifications:

Any RAP approved for use shall not include any non-asphaltic or organic materials. Observation and testing of RAP material to be used shall be made available to ENGINEER prior to acceptance or approval for use a minimum of 14 days prior to proposed application.

REMOVE section 710.2.1 from the City of Prescott MAG Supplement and refer to MAG 710.2.1.

710.2.3 Reclaimed Asphalt Pavement (RAP):

Remove MAG Supplement Section 710.2.3 in its entirety and REPLACE with the following:

When allowed by the Engineer, Reclaimed Asphalt Pavement (RAP), as defined in Section 701.5, may be used in asphalt concrete provided all requirements of Section 710 are met. References to use of RAP in Section 710 apply only if RAP is used as part of the mixture.

When RAP is used in asphalt concrete, it shall be of a consistent gradation, asphalt content, and properties. When RAP is fed into the plant, the maximum RAP particle size shall not exceed 3/4 in. The percentage of asphalt in the RAP shall be established in the mix design. The percentage of RAP binder shall be established in the mix design.

When RAP is used in any courses, the amount of RAP aggregate and RAP binder shall not exceed 15% contribution.

In addition to the requirements of Section 710.3.1, the job mix formula shall indicate the percent of asphalt RAP and the percent and performance grade of virgin (added) asphalt binder.

When less than or equal to 15% RAP binder is used by weight of total binder in the mix, the added virgin binder shall meet the requirements for PG 64-22 as specified in the contract documents or as directed by the Engineer.