



CONTRACT DOCUMENTS

Contract No.

ENG07-022

TRAFFIC SIGNAL

NORTH BANK STREET & GORDON DRIVE

April, 2009

JOHN SALEM
Mayor

JANET WATSON

RAY LYONS

KERRY DEERING

KEITH WALKER

ROBIN GORDON

CAROLE YOUNG

Council Members

JACK KRAMER
City Manager/
Acting Public Works Director

GREG HENRY, P.E.
City Engineer

DEBBIE FRANCIS
City Clerk



EX.P. 3/31/2011



Expires 6-30-2011

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

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SPECIAL NOTICE

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

NO SUBSTITUTIONS OR ALTERATIONS WILL BE ACCEPTED.

BIDS SHALL BE RETURNED IN THE ENVELOPE PROVIDED.

BIDS WILL BE RETURNED UNOPENED IF NOT SUBMITTED PROPERLY SEALED.

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ADVERTISEMENT FOR BIDS

The City of Kingman will accept sealed Bids at the office of the City Clerk, 310 N. Fourth Street, Kingman, Arizona, 86401, until **3:00 PM** Local Time on Monday, **May 18, 2009** for construction of a traffic signal system at the intersection of North Bank Street and Gordon Drive to include the installation of a traffic signal, detector loops, pedestrian signals, electric service and miscellaneous signal appurtenances. Bids will be publicly opened and read aloud.

Bids will be considered for award at the **June 1, 2009** regular meeting of the Common Council. The Council reserves the right to reject any and all bids. Work shall be completed and accepted within **one hundred and twenty (120)** consecutive calendar days, beginning with the day following the starting date specified in the Notice to Proceed.

The contract documents may be examined at the following locations:

- ▶ Office of the City Engineer, 220 North Fourth Street, Kingman, AZ 86401
- ▶ McGraw-Hill/ Dodge Plan Room, 2226 W. Northern Ave., Ste. C-120, Phoenix, AZ 85021
- ▶ Just Blueprints, 112 8th Street, Kingman, AZ 86401
- ▶ Performance Graphics, 2775 Miracle Mile, Suite 5, Bullhead City, AZ 86442
- ▶ Colorado River Bldg Industry Assoc., 2182 McCulloch Blvd., Ste. 1, Lake Havasu City, AZ 86403
- ▶ Northern AZ Homebuilders Plan Room, 1500 East Cedar Ave, Suite 86, Flagstaff, AZ 86004
- ▶ Reed Construction Data, 30 Technology Parkway South, Suite 500, Norcross, GA 30092-1912
- ▶ Central Arizona Plan Exchange, 403 North Arizona Avenue, Prescott, AZ 86301
- ▶ Integrated Digital Technology, 4633 E. Broadway Blvd, Tucson, AZ 85711
- ▶ Shirley's Plan Service, 425 S. Plumer Avenue, Tucson, AZ 85719
- ▶ Northstar Exchange Corp, 320 E. McDowell Road, Suite 221, Phoenix, AZ 85004
- ▶ Construction Notebook AZ, 3131 Meade Ave., Ste. B, Las Vegas, NV 89102
- ▶ Construction Reporter, 1609 Second St. NW, Albuquerque, New Mexico 87102

Construction plans, specifications, and bidding documents may be obtained from the City Engineer, 220 N. Fourth Street, Kingman, Arizona 86401, Phone (928) 753-8122, FAX (928) 753-8118, for a non-refundable copying fee of \$20.00 per set. Requests must include firm's complete mailing address, telephone number, and FAX number. The fee must be paid in advance.

PUBLISH 2X: April 24, 2009 and May 1, 2009

SUPPLEMENT TO ADVERTISEMENT FOR BIDS

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

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

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

Work shall be completed within one hundred and twenty (120) calendar days, beginning with the day following the starting date specified in the Notice to Proceed.

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

INFORMATION FOR BIDDERS

1. CONTRACT DOCUMENTS

The Contract Documents for this Project consist of the following:

Volume 1

Advertisement for Bids
Information for Bidders
General Conditions Supplement
Special Provisions
Proposal
Contract
Certificate of Insurance
Payment Bond
Performance Bond
Contractor's Affidavit

Volume 2

Plans

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

2. STANDARD SPECIFICATIONS AND STANDARD DETAILS

Attention is called to the fact that the City of Kingman is now operating under the 2004 edition of the Uniform Standard Specifications for Public Works construction, published by the Maricopa Association of Governments (MAG), as amended by the City of Kingman, which is herewith incorporated by reference and made a part hereof. Copies of these Standard Specifications and the MAG Uniform Standard Details (see below) may be obtained from the Maricopa Association of Governments, 302 N. 1st Avenue, Phoenix, Arizona 85003, Phone (602) 254-6300, FAX (602) 254-6490, or www.mag.maricopa.gov. Copies of the Kingman Specification Amendments may be obtained from the City Engineering Department or at www.ci.kingman.az.us/depts/engineering/mag.htm.

The City of Kingman is also operating under the 2004 edition of Uniform Standard Details as published by the Maricopa Association of Governments as amended by the City of Kingman. Copies of City of Kingman Detail Amendments may be obtained from the City Engineering Department or at www.ci.kingman.az.us/depts/engineering/mag.htm.

The Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction (2000 Edition), the 2004 ADOT Traffic Signals and Lighting Standard Drawings, and the 2002 ADOT Signing and Marking Standard Drawings are referred to in these Contract Documents and Plans. These Specifications and Standard Drawings are available for purchase from the Arizona Department of Transportation, Engineering Records Section, 1655 West Jackson Street, Room 175, Mail

Drop 112F, Phoenix, Arizona, 85007-3217 (Phone: 602-712-8216), or at www.dot.state.az.us/Inside_ADOT/Misc/Engineering_Records.asp.

3. **WORK UNDER THIS CONTRACT**

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

4. **LOCATION OF PROJECT**

This project is located at the intersection of North Bank Street and Gordon Drive in Kingman, Arizona.

5. **PROPOSAL PAMPHLET**

Bids shall be made in accordance with the following instructions: Before submitting a bid, bidders shall carefully examine the Plans, read the Specifications, Special Provisions and the other forms of these Contract Documents, visit the site of the work, fully inform themselves as to all existing conditions and limitations, and shall consider those conditions and limitations in the bid covering the cost of each item included in the Contract.

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

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

Bids shall not contain any recapitulations of the work to be done. Alternative proposals will not be considered unless called for. No oral, telegraphic, telephonic, or modified proposals will be considered.

Each bidder shall submit their bid on the Proposal Form provided sealed within the Envelope provided. The bidder shall complete their Firm Name, Address and Phone Number and City of Kingman Contract number on the outside of the Envelope.

6. **CONTRACT AND BONDS**

The form of Contract, which the successful bidder as Contractor will be required to execute, and the forms of Bonds which he will be required to furnish are included in the Contract Documents and should be carefully examined by the bidder.

7. **INTERPRETATION OF PLANS AND DOCUMENTS**

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

8. **ADDENDA**

Any Addenda issued during the time of bidding, forming a part of the documents purchased by the bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the Contract, and placed within the pages of the Contract Documents, Volume 1. All addenda shall be acknowledged on the Proposal Form at the time of bid submittal.

9. **AWARD OR REJECTION OF BIDS**

The Contract will be awarded to the lowest responsive, responsible bidder as determined by the lowest Total Bid, who also complies with these instructions and with the Advertisement for Bids. The City however, reserves the right to accept or reject any or all bids if it may deem it best for the public good or to reject the bids of any persons who have been unfaithful or delinquent to any contract with the City of Kingman, and to waive any informality in the bids received. The award, if made, will be within 30 days after the opening of bids.

10. **SPECIAL NOTICE**

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

11. **QUESTIONS ON PLANS AND SPECIFICATIONS**

Bidders having questions prior to submitting their bids should contact Debra Casson, Asst. City Engineer at (928) 753-8122 or email at dcasson@cityofkingman.gov.

The City of Kingman shall not be held responsible for any oral instructions. Any changes to the Plans and Specifications will be in the form of an Addendum which will be furnished to all plan holders.

12. **LISTING OF SUBCONTRACTORS**

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

13. **CITY SALES TAX**

The Contractor is not required to pay City Sales Tax for the storage, use or consumption of property consisting of pipes or valves four (4) inches in diameter or larger, when actually used for transporting water. This exemption applies to materials only used on this project as called out in the Kingman Code, Chapter 8, Article 1.5, Section 8.4(2)d. Related costs should not be included in bid prices.

14. **CITY BUSINESS LICENSE**

The Contractor is advised that he is required to have a City Business License, which may be obtained from the City Clerk at 310 North Fourth Street, Kingman, Arizona 86401, Phone (928) 753-5561, FAX (928) 753-6867, for a cost of \$40.00 - \$60.00.

15. **RELOCATION AND/OR ADJUSTMENT OF EXISTING FACILITIES, SERVICES, AND ACCESS**

If relocation or adjustment of existing facilities is noted on the Plans, this is intended to include the relocation or adjustment of items appurtenant to the noted piece of work, just as if they were specifically called out. If these appurtenant items are damaged, broken, or lost during construction, they shall be replaced by the Contractor with items of equal or better quality.

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

16. **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officers, officials and employees from and against all tortuous claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its agents, employees or any tier of Contractor's subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any tortuous claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss or use resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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

17. **INSURANCE REQUIREMENTS**

The Contractor, at Contractor's own expense, shall purchase and maintain the minimum insurance required herein with companies duly licensed to do business in the State of Arizona, possessing a current A.M. Best, Inc. Rating of B++6 or better.

Said insurance shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. In the event any insurance policy(ies) required by the Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services.

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

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

The policy(ies), except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, officers, officials and employees for any claims arising out of the Contractor's work or service.

Any deductibles and/or self-insured retentions under the policy(ies) shall be waived with respect to the coverage provided to the City under such policy(ies). The Contractor shall be solely responsible for deductibles and/or self-insured retention and the City, at its option, may required the Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

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

The insurance policy(ies), except the copy of Workers' Compensation, required by this Contract shall name the City, its agents, officers, officials and employees as Additional Insured's.

REQUIRED COVERAGE

General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00021 1093 or any replacement thereof. The coverage shall not exclude X, C, U.

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

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

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

Automobile Liability

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

Workers' Compensation

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

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

CERTIFICATES OF INSURANCE

Prior to commencement of performance under this Contract, the Contractor shall furnish the City with Certificates of Insurance, or formal endorsement as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect.

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

If a policy does expire during the life of the contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with the name of and/or description of the project. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate identification.

CANCELLATION AND EXPIRATION NOTICE

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the City.

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

Prior to final payment, the Contractor shall submit an executed copy of the Contractor's Affidavit Regarding Settlement of Claims, using the form provided herein.

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

The Contractor is advised that the City of Kingman requires three working days advance notice to coordinate the necessary exercising and checking of valves prior to shutting off any water valves for tie-ins.

The Contractor shall review water maps with the Inspector and submit a written request to the Inspector listing the valves that need to be exercised and when they are to be shut off for any tie-ins on his project.

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

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

21. **CONSTRUCTION WATER**

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

22. **IMMIGRATION CONTROL ACT**

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

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

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

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

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

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

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

24. **WORK SCHEDULE**

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

The Contractor shall conduct the work at all times in such a manner and sequence that will assure the least interference with traffic and inconvenience to the public. The Engineer may require the contractor to finish a section on which work is in progress before work is started on any additional sections, if the opening of such section is essential to the public convenience.

Except in emergencies endangering life or property, permission shall be obtained from the Engineer to perform any work after regular working hours, on weekends, or legal holidays. Prior to the start of such work, the contractor shall arrange with the engineer for the continuous or periodical inspection of the work, surveys, and tests of materials as necessary.

25. **UTILITIES**

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

Blue Stake

1-800-STAKE-IT

26. **PERMITS**

The Contractor will obtain no-fee permits from the City Engineering Department prior to the commencement of construction for projects in the City right of way. The City has acquired a permit from Mohave County for this Project. The Contractor shall be required to comply with all conditions on the Mohave County permit, which is included in Appendix A.

27. **LIQUIDATED DAMAGES**

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

28. **PROJECT SCHEDULE**

Prior to commencing construction, the Contractor shall submit a project schedule that identifies major work elements for each project and the approximate time of completion for each. The Engineer shall approve the project schedule before the Contractor proceeds with any work under this contract. See MAG Standard Specification 108.4.

29. **TRAFFIC CONTROL**

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

All traffic influenced by the construction will be regulated in accordance with M.A.G. Uniform Standard Specifications for Public Works Construction, Part 400, Right-of-Way and Traffic Control, and Section 401, Traffic Control. It shall be the Contractor's responsibility to provide the required traffic control devices in order to comply with the latest edition of the Manual on Uniform Traffic Control Devices, adopted by the City of Kingman.

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

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

No partial inspections or acceptance of the work under this contract shall be allowed. M.A.G. Specifications, Sect. 105.15(B) Final Acceptance section shall govern, except that the date of final acceptance shall be the date of the City Council action on the project.

GENERAL CONDITIONS SUPPLEMENT

1. GENERAL

The City of Kingman has adopted the 2004 Edition of the "Uniform Standard Specifications for Public Works and Construction" and the 2004 Edition of the "Uniform Standard Details for Public Works Construction", sponsored and distributed by the Maricopa Association of Governments. These documents, with City amendments, are incorporated into these Contract Documents by reference.

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

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

2. SUBCONTRACTS

Subcontracts shall be in accordance with MAG Standard Specification 108.2.

3. PRECONSTRUCTION CONFERENCE

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

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

The Contractor will be required to provide the following information:

1. Names and emergency telephone numbers of key personnel involved in the project.
2. Names and contact information of all subcontractors proposed for use on the project.
3. Proposed construction schedule, indicating the time of starting and completion of each major item or phase of the project per the General Conditions Supplement.
4. Proposed payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project.
5. Written proposal outlining the frequency and offset of alignment and elevation stakes, to be mutually agreed upon.
6. Traffic Control plans including a written proposal outlining the sequencing of events which would allow 2-way traffic and continuous access to residences and businesses.
7. Five complete sets of submittals, shop drawings, catalog data, test reports and information in sufficient detail to show complete compliance with all specified requirements shall be furnished covering all contract items.

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

4. **PROJECT MEETINGS**

It shall be the responsibility of the Contractor to conduct periodic meetings to be attended by representatives of subcontractors, utilities, the Engineer and other interested parties for the purpose of keeping the project on schedule and to provide for necessary coordination of the work of the various parties. These meetings may be scheduled at the request of the City Engineer.

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

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

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

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

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

6. CONSTRUCTION SCHEDULE

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

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

- a. Start of construction in order to arrange for inspections to be provided by City Inspection Department.
- b. Construction staking to be provided by the City Surveyor or his authorized representative.
- c. Shutdown of City water or sewer facilities for tie-ins and/or operation of existing water valves.
- d. Commencement of any new phase of construction such as foundation excavation, pole erection, concrete pour for signal pole or controller cabinet foundation, programming of controller, activation of signal, wire pulling, sub-grade preparation, placement of aggregate base course, asphalt cement concrete pavement, preservative seal coat, etc.

7. SHOP DRAWINGS, SCHEDULES, AND SAMPLES

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

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

8. **MATERIAL LIST**

Signs	Striping materials	Poles	Mast Arms
Pre-emption cable	LED signals	Mounting assemblies	Controller
Service Enclosure	Circuit breakers	Conduit	Pull boxes
Conductors	Pedestrian signals	Pedestrian Push buttons	Signal mounts
Control cabinet	Loop Detectors	Luminaries	Lamps
Concrete Mix	Fuse Holders	Conflict monitors	Load switches
Flashers	Power supply	Signing materials	

9. **SUBMITTALS**

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

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

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

10. **MATERIAL AND EQUIPMENT SCHEDULES**

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

11. **MILL AND FACTORY TESTS**

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

12. **REINFORCING STEEL**

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

13. **QUALITY CONTROL**

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

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

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

14. **TRAFFIC CONTROL**

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

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

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

- A. Permission to restrict or close City Streets shall be in accordance with MAG Uniform Standard Specifications for Public Works Construction.
- B. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings, speed reduction, loose gravel, do not pass signs, business access, etc. in accordance with the above reference manuals.
- C. When construction activities or traffic hazards at the construction site require the use of flagman, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.
- D. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangements should be made with the Kingman Police Department at telephone number 753-8188 at the expense of the Contractor.
- E. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.
- F. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the above referenced manuals upon prior notification of the Engineer.
- G. The Contractor shall minimize disruption to adjacent business and residential access. Where two or more driveways exist for one parcel, the contractor shall leave one access open and clearly delineated. Business access points shall be clearly marked or signed and the access free from dips or bumps greater than 2 inches.
- H. During inclement weather or when the unpaved roadway is wet, the contractor shall furnish and install aggregate base course 3-inches in depth or greater as needed to provide a smooth, passable surface for the roadway and driveway accesses within the project limits.

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

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

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

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

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

15. **TEMPORARY FACILITIES**

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

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

16. **TEMPORARY UTILITIES**

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

WATER: The contractor shall pay for and shall construct all facilities necessary to furnish water for his use during construction. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water. Water for construction purposes must be free of impurities that would be detrimental in the construction process.

TEMPORARY LIGHTING: The Contractor shall provide temporary lighting in all work areas sufficient to maintain a lighting level during working hours not less than the lighting level required by OSHA standards.

HEATING AND VENTILATION: The Contractor shall provide means for heating and ventilating all work areas as may be required to protect work from damage by freezing, high temperatures, weather, or to provide a safe environment for workers. Heating may be by steam coils, vented or unvented direct fired heaters, or remote heating facilities except that unvented direct fired heaters shall not be used in any area where freshly placed concrete will be exposed to the combustion gasses, until at least two hours after it has attained its initial set.

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

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

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

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

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

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

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

17. SPECIAL CONTROLS

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

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

NOISE ABATEMENT: In inhabited areas, particularly residential, operations shall be performed in a manner to minimize unnecessary noise generation. In residential areas particular consideration shall be given to noise generated by repair and service activities during the night hours (Refer to MAG Standard Specification 108.5).

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

18. **PROJECT CLOSEOUT**

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

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

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

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

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

PROJECT RECORD DOCUMENTS: The Contractor shall maintain at the site, available to the City representative, one copy of all Drawings, Specifications, Addenda, accepted Shop Drawings, Change Orders and other modifications in good order and marked to record all changes made during construction. Record drawings shall be kept legible and current and shall show all changes in a contrasting, reproducible color. When the project is substantially complete, the Contractor shall submit these plans to the City Engineer for acceptance. The City Engineer shall be the sole judge as to the acceptability of the record plans. Receipt of an acceptable set is a prerequisite for final payment.

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

19. **PROTECTION OF EXISTING UTILITIES**

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

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

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

In most cases, existing individual or house service utility lines are not shown on the Plans. It shall be the Contractor's responsibility to locate and protect these individual or house services. If, due to the Contractor's operations, any of these lines are damaged, he shall repair or replace these lines in a manner satisfactory to the owner of the utility at no extra cost to the City. The cost of location, protection, and working around these individual or house service utility lines shall be included in the Contractor's bid for the work under this Contract.

If the locations of any underground utilities not shown on the plans cause changes to be made in the plans and specifications resulting in extra expense to the Contractor, adjustment in payment may be negotiated with the Contracting Officer. However, no payment shall be made unless significant changes in the plans or specifications are required.

20. **SURVEY CONTROL POINTS AND MONUMENTS**

Existing survey monuments indicated on the Plans or found during construction shall be protected by the Contractor. In the event removal of monuments is necessary, removal and replacement shall be performed by permission of the City Engineer, under direct supervision of the City Engineer or his authorized representative. Survey monuments shall be constructed to conform to the requirements of City of Kingman Standard Specification Sections 400 and applicable Standard Details.

21. **PAYMENTS TO CONTRACTOR**

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

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

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

22. **SUSPENSIONS OF WORK**

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

23. **CONSTRUCTION SURVEYING AND LAYOUT**

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

24. **STORM WATER CONSTRUCTION PERMIT**

The Contractor is advised that a storm water construction permit may be required for work under this contract. The Contractor shall be responsible for providing Notice of Intent and obtaining any storm water construction permits for any required projects under this contract. Permits may be obtained from the Arizona Department of Environmental Quality (ADEQ), Surface Water Permits Unit. Information may be obtained from Karen Moldenhauer by calling (602) 771-4449 or toll free in Arizona at (800) 234-5677.

SPECIAL PROVISIONS

1. STANDARD SPECIFICATIONS AND DETAILS

The provisions of the 2004 Edition of the MAG Uniform Standard Specifications and Details for Public Works Construction along with the 2004 revisions and City of Kingman Addendums (Ordinance No. 1432) to the MAG Specifications and Details, which are not altered or modified by the Drawings or by these Special Provisions or by any subsequently issued Addendum, shall apply to the Contract even though the Contractor's attention is not specifically drawn to such provisions.

In addition, the provisions of the 2008 Arizona Department of Transportation (ADOT) Standard Specifications for Road & Bridge Construction, the 2004 ADOT Traffic Signals and Lighting Standard Drawings, and the 2002 ADOT Signing and Marking Standard Drawings shall apply to this project.

2. TRAFFIC CONTROL

All traffic affected by this construction shall be regulated in accordance with MAG Uniform Standard Specifications for Public Works Construction, Part 400: Right-of-Way and Traffic Control, Section 401, Traffic Control. It shall be the Contractor's responsibility to provide the required traffic control devices in order to comply with the latest Edition of the Manual on Uniform Traffic Control, for this project.

Permission to restrict or close City streets shall be requested in accordance with MAG Uniform Standard Specifications for Public Works Construction. Requests for permission to restrict or close County streets or State highways shall be per the regulations of the applicable agencies.

3. SUBSURFACE INVESTIGATION

No soil borings have been performed at the project sites.

If bidders desire to make their own soils investigations, they shall obtain necessary permits from the City or any other appropriate agency.

4. PROTECTION OF EXISTING STRUCTURES

The Contractor, especially in blasting or in the use of heavy equipment, shall protect existing power lines, roofs, buildings, other structures, and utilities.

5. ROCK EXCAVATION

The Contractor is hereby notified that excavation in some areas may be in rock. There is no separate pay item for such excavation, and the cost thereof shall be included in the unit price bid for the associated work item. The Contractor is encouraged to make his own investigation of subsurface conditions prior to submitting his bid. Any blasting shall conform to MAG Standard Specification 107.8, and all applicable codes and regulations by O.S.H.A.

6. **TRENCH EXCAVATION, BACKFILLING AND COMPACTION**

Trench excavation, backfilling and compaction shall conform to all applicable provisions of MAG Standard Specification Section 601 and City of Kingman Standard Detail No.'s 200-1, 200-2, 392, and 400. Mechanical compaction shall be used to achieve the required minimum densities per MAG Standard Specifications Table 601-2. Bedding and shading material shall be tested to insure compliance with size and granular material requirements (MAG Standard Specification 601.4.6) at the contractors expense and provided to the City prior to it's use.

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

7. **COMPACTION CONTROL AND TESTING**

It shall be the responsibility of the Contractor to accomplish the specified compaction for backfill, fill, and other earthwork. It shall be the responsibility of the Contractor to control his operations by confirmation tests to verify and confirm that he has complied, and is complying at all times, with the requirements of these Specifications concerning compaction, control, and testing.

The frequency of Contractor's confirmation tests shall be not less than as follows and each test location for trenches shall include tests for each layer, type, or class of backfill from bedding to finish grade.

Backfill Type I*	1 test location every 500 linear feet**
Backfill Type II*	1 test location every 1,000 linear feet**
Crossing of any paved or unpaved roadway	1 test location at each crossing

*Backfill Type per MAG Standard Specification Table 601-2

**with 1 test minimum per project

Confirmation tests shall be paid for by the Contractor.

Copies of the test reports shall be submitted promptly to the Engineer. The Contractor's tests shall be performed by an independent soils testing laboratory acceptable to the Engineer.

The Contractor shall demonstrate the adequacy of compaction equipment and procedures before exceeding any of the following amounts of earthwork quantities:

- A. 200 linear feet of trench backfill.
- B. 10 cubic yards of structural backfill.
- C. 100 cubic yards of embankment work.
- D. 50 cubic yards of base material.

Until the specified degree of compaction to the previously specified amounts of earthwork is achieved, no additional earthwork of the same kind shall be performed.

After satisfactory conclusion of the initial compaction demonstration and at any time during construction, earthwork which does not comply with the specified degree of compaction shall be removed and recompact.

Periodic compliance tests may be made by the City to verify that compaction is meeting the requirements previously specified at no cost to the Contractor. For tests in backfill that has been water settled, the Contractor shall remove the overburden to the level at which the Engineer wishes to test and shall backfill and re-compact the excavation after the test is complete. Water settling is only allowed in accordance with MAG Standard Specification 601.4.5, as modified by the City of Kingman.

If compaction fails to meet the specified requirements, the Contractor shall remove and replace the backfill at proper density or shall bring the density up to specified level by other means acceptable to the Engineer. Subsequent tests required to confirm and verify that the reconstructed backfill has been brought up to specified density shall be paid by the Contractor. The Contractor's confirmation tests shall be performed in a manner acceptable to the Engineer. Frequency of confirmation tests for remedial work shall be double that amount specified for initial confirmation tests.

8. PAVEMENT REPLACEMENT

Pavement shall be removed and replaced at the locations shown on the plans or as otherwise directed by the Engineer. Widths for pavement replacement shall be as shown on the plans.

Any existing asphalt pavement removed or damaged during construction shall be neatly saw-cut, removed, and replaced in accordance with MAG Specifications Sect. 336 and City of Kingman Detail 200-1, to the existing asphalt and base course depths.

Pavement replacement shall be in accordance with MAG Standard Specifications Section 336. Unless otherwise specified asphalt shall match and be of the same thickness as adjacent pavement, (3 inch minimum to 5 inch maximum). The seal coat or deposit in lieu of seal coat as called for in MAG Standard Specification 336.2.4 (second and third paragraphs) is not applicable.

Permanent asphalt replacement as shown on the plans shall be made within 5 working days after acceptable pressure and chlorine testing has been made on each individual project. Initial patching of asphalt cuts shall be made within 48 hours of trench backfill placement. All backfill under pavement shall be in accordance with City of Kingman Standard Detail No. 200-1.

Saw-cutting of asphalt pavement shall be per MAG Standard Specifications 336.2.2.

9. UTILITY RELOCATIONS/ REMOVALS

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

UNISOURCE ENERGY ELECTRIC
2498 Airway Ave., Kingman AZ
Mr. Marvin Yarbrough: 928-618-8921

FRONTIER COMMUNICATIONS
3405 Northern Ave., Kingman, AZ
Mr. Dave Morpew: 928-757-0204

UNISOURCE ENERGY GAS
2498 Airway Ave., Kingman, AZ
Mr. Mike Roberts: 928-681-6515

NPG CABLE, INC.
2900 Airway Ave., Kingman, AZ
Mr. Aaron Searan: 928-530-8079

A.T. & T.
501 N. 3rd St., Kingman, AZ
Mr. Gary Stephens: 702-595-7965

KINGMAN MUNICIPAL WATER & SEWER SYSTEM
3700 E. Andy Devine Ave., Kingman, AZ
Mr. Bob Steele, Utilities Supt.: 928-757-7467

10. **CURB & GUTTER, AND SIDEWALK REPLACEMENT**

Any existing concrete curb, gutter, or sidewalk removed or damaged due to construction shall be neatly saw-cut, removed, and replaced to the nearest construction joints with new curb & gutter or sidewalk, to the same dimensions and finish as the original construction. Work shall be in accordance with MAG Sect. 340.

11. **MATERIALS DISPOSAL**

Any asphalt paving, concrete, or other materials removed during construction shall be disposed of by the Contractor meeting all federal, state, and local regulations.

12. **ELECTRICAL CONDUIT**

Electrical conduit shall conform to ADOT Standard Specifications, Sect. 732 and ADOT Standard Details for Traffic Signals and Lighting. Installation and materials for the 2-inch and 3-inch electrical conduit shall meet ADOT Standard Spec. Sect. 732. The pipe shall be Schedule 40 heavy wall P.V.C. with solvent cemented joints conforming to ASTM 1785-83, installed at 30-inch minimum depth with end cap fittings at all exposed ends, according to the project plans.

13. **STRIPING**

Pavement striping on this project shall be in accordance with the latest editions of the ADOT Pavement Marking Standards and the Manual on Uniform Traffic Control Devices (MUTCD) by the Contractor per the project plans.

14. **TRAFFIC ENGINEERING SPECIAL PROVISIONS**

SECTION 730- GENERAL REQUIREMENTS FOR TRAFFIC SIGNAL AND HIGHWAY LIGHTING SYSTEMS: of the Standard Specifications is modified to SPECIFICATIONS:

The work embraced herein shall be performed in accordance with the requirements of the following separate documents, and shall be modified as called out hereafter:

Arizona Department of Transportation (ADOT), Highways Division, Standard Specifications for Road and Bridge Construction, 2008 Edition.

Arizona Department of Transportation, Traffic Signals and Lighting Standard Drawings, 2004 Edition

Arizona Department of Transportation, Signing and Marking Standard Drawings, 2002 Edition

SECTION 731- STRUCTURAL SUPPORTS AND FOUNDATIONS FOR TRAFFIC SIGNAL AND HIGHWAY LIGHTING:

731-3.01 Foundations: of the Standard Specifications is modified to add:

The final location of each pole shall be staked in the field by the City to insure that the edge of pole foundation is immediately adjacent (1-inch maximum) to the back of the wheelchair ramp curb. The intent of these criteria is to insure that the pedestrian push button assemblies are accessible to wheelchair-bound pedestrians.

SECTION 732- ELECTRICAL UNDERGROUND MATERIAL:

732-2.03- Pull Boxes: of the Standard Specifications is revised to read:

Polymer concrete fiberglass reinforced pull boxes, lids and extensions shall be installed and located as shown on the project plans and shall be the size specified.

Concrete pull boxes, lids and extensions shall not be used.

Covers shall be marked as follows:

“TRAFFIC SIGNALS”

Markings shall be clearly defined and uniform in depth and shall be placed parallel to the long side of the cover. Letters shall be one inch high.

733-2.01(A)(4) - BACKPLATES: of the Standard Specifications is revised to read:

Louvered back plates shall be furnished and installed on all vehicular signal sections. Anodized aluminum sheet, 16 gauge, shall be used. All 12-inch signal faces shall have five-inch back plates installed. All eight-inch signal faces shall have eight-inch back plates installed.

SECTION 735 DETECTORS:

735.2.02 Pedestrian Push Button Detectors: of the Standard Specifications is modified to add:

The pedestrian push button shall conform to standard drawing T.S. 11-1 except the push button shall be a minimum 2 inches (51mm) in diameter and shall not require a push button cover. The push button shall be raised from, or flush with, the push button housing. The force required to activate the control shall be no greater than 5 lbs. force (22.2N).

The following manufacturers' products are approved for use:

Dick Campbell Company
DCC 400 Series
Pedestrian Crosswalk Switch

McCain Traffic Supply
MPB01 - ADA
9 inch x 12 inch Push button Assembly

American Pole Structures Inc.
APS 1690
Pedestrian Crosswalk Switch

American Pole Structures Inc.
APS 1695
9 inch x 12 inch Push button Assembly

Products other than those listed above may be used but must be approved by the Department prior to use.

735-3 Construction Requirements: of the Standard Specifications is modified to add:

The pedestrian push button shall be mounted in accordance with standard drawing T.S. 4-20 except the center of the push button shall be a maximum of 42 inches (1065 mm) above the finished sidewalk.

15. GPS OPTICOM SYSTEM

The contractor shall furnish all Opticom antennas, cables, rack, and phase selector equipment compatible with and able to successfully preempt the traffic signal controller with a GPS-based signal from an emergency vehicle. Furnished equipment shall be compatible with the existing City of Kingman GPS

Opticom system, and shall be set up in the controller cabinet by an authorized Opticom representative (Mike Lemon- (480)221-5716).

Opticom Model 138 cable shall be furnished and installed, as indicated on the project plans, in addition to the GPS system equipment, for potential future use. Cable shall be installed un-spliced, from the controller cabinet to subject signal pole, and to the yellow signal section of the signal head at the end of the signal mast arm, with 3-feet of cable coiled and tagged in the signal head as well as in the controller cabinet, identifying direction of travel served by the subject cable.

16. **TRAFFIC SIGNS**

The Contractor shall maintain (including temporary relocations) all existing regulatory signs erect, clean and in full view of the intended traffic at all times until activation of the traffic signal occurs.

Street name signs for signal mast arm poles shall be ADOT D3 street name signs, 18" in height, by sufficient length to fit text, rounded to the nearest/ next foot interval. Sheeting shall be Type VII. Layout shall be in accordance with ADOT sign layout for D3 signs, and shall be submitted to the City of Kingman in advance of fabrication, for approval.

The signs shall be mounted to the signal mast arm pole as shown in ADOT Standard Detail S-9, sheet 1 of 3. No strap or banding attachments shall be used

All other signs shown on the plans are to be provided and installed by the Contractor as called out in the Proposal and shall meet the ADOT requirements for Roadside Sign Supports (Sec. 607 of the ADOT Standard Specifications for Road and Bridge Construction) and Sign Panels (Sec. 608), plus the requirements in the Manual on Uniform Traffic Control Devices, Millennium Edition.

17. **ELECTRICAL SERVICE**

Work under this item shall consist of coordinating with the local utility company to install a new and complete functioning electrical service to power the roadway traffic signal system. The City of Kingman shall make the application to the utility company and forward a copy to the Contractor. The Contractor shall proceed with that application and coordinate with the utility company for the service connection.

The Contractor shall provide the trench and 2-inch conduit between the meter cabinet and the electric company electric source as shown on the plans and in accordance with the electrical utility requirements.

18. **SIGNAL ACTIVATION**

The Contractor shall give the City a minimum of seven days notice prior to the proposed date of signal activation. The Contractor will install warning signs per plans to all legs of the intersection prior to activation.

Flashing operation of the signal is not planned. Luminaries may be turned on once poles and mast arms are set in order to check out their operation prior to activation.

It is the Contractor's responsibility to hire a qualified representative from the controller manufacturer or dealer to completely program the controller per the Timing chart, to be provided to the Contractor by the Engineer a minimum of two weeks prior to the scheduled signal activation. The Contractor is responsible for transporting the programmed controller to the Kingman District ADOT Traffic Office to evaluate the programming prior to mounting in the cabinet. ADOT personnel may also be on-site prior to and during the actual activation to check the wiring and test the signal circuits.

The procedure for the activation of the traffic signal shall include the provision of off-duty policemen at each leg of the intersection to stop traffic in all directions while the Contractor's representative checks all phases of operation. One full cycle shall be run through while traffic is stopped prior to signal activation and allowances of traffic movement. The Contractor is responsible for all costs associated with activation of the signal including the off-duty policemen and the presence of a controller manufacturer representative.

The Contractor is responsible for furnishing any and all necessary traffic control including the bucket truck and is responsible for any adjustments to hardware identified by the City/ ADOT staff during the turn-on.

19. **CONFLICTS WITH EXISTING OVERHEAD UTILITIES**

The Contractor is hereby notified that there are overhead utilities in the proximity of the proposed Signal Poles. It is the Contractor's responsibility to make contact with the utility company and arrange the necessary inspections or coordination required by the utility company.

Any new steel pole, arm, luminaire, or other metallic object attached to any traffic signal pole shall be located a minimum of 12 feet (direct line between object and power line) from any power line, neutral, or static line.

20. **AS-BUILT DRAWINGS**

The work under this item shall consist of preparing as-built drawings of all installed electrical equipment and shall conform to the requirements of these special provisions.

The Contractor shall provide "red line" drawings of all installed electrical equipment on project plan sheets. All measurements made for dimensioning shall be to the nearest 0.1 feet. All as-built drawings shall be 24 x 36 inches in size (or 1/2 size if practical) with red ink used to indicate dimensions of electrical items that are not shown on the original plan sheets. As-built drawings shall be made in such a manner that clear and legible copies can be made.

Underground conduit shall be dimensioned from edge of roadway, curb, or sidewalk with lengths installed called out.

All pull boxes and foundations shall indicate two swing tie dimensions and offset from the back of sidewalk, curb, or roadway. Distances from pull box to pull box and pull box to foundation shall be shown.

Loop detectors shall be dimensioned from the edge of roadway, curb, or sidewalk to the center of the loop and from the cross-walk line or stop bar line to the front of the loop. Home run conduits shall be dimensioned from the pull box showing length and direction.

The conductor and pole schedule shall reflect changes made such as phase number, number of conductors, size of conductors, circuit numbers, type of signal head, mountain assembly, poles and mast arms.

One set of as-built electrical plan sheets shall be submitted to the Engineer prior to final acceptance of the traffic signal work.

MEASUREMENT AND PAYMENT

GENERAL

The method of measurement and payment for the various items comprising the completed work are as follows: Payment shall be compensation in full for the furnishing of all overhead, labor, material, tools, equipment, and appurtenances necessary to complete the work in a good, neat, and satisfactory manner as indicated on the Plans or as specified, including but not limited to all connections, testing, painting, cleanup, and related work. Each item, fixture, piece of equipment, etc., shall be complete with all necessary connections and appurtenances for the satisfactory use and/or operation of said item. No additional payment will be made for work related to each item unless specifically noted. Measurement will be of the completed work installed and in place with no allowance for waste.

Payment for materials on hand may be made when invoices from the supplier are submitted and materials are verified as being on site, per MAG Standard Specification 109.7.

The unit prices called out in the Proposal shall include all incidental or contingency work, materials, equipment, services, labor, warranties, etc. required to provide, install, remove or replace pertinent items complete, in place, and operational as indicated or directed by the Plans and Contract Documents. Any items not listed on the Proposal are considered incidental to the items listed. No additional compensation beyond the bid total amount will be permitted for failure to completely ascertain all aspects of the project.

Measurement and payment for all pay items in the Proposal shall be as indicated in the applicable portions of MAG Standard Specifications or the ADOT Standard Specifications for Road and Bridge Construction, unless specifically called out herein.

TRAFFIC SIGNAL STRUCTURAL SUPPORTS AND FOUNDATIONS

The structural supports and foundations for traffic signals will be measured as a unit for each type of support and foundation furnished and installed. The accepted quantities of supports and foundations for signals, will be paid for at the contract unit price each, for the type of support or foundation designed in the bidding schedule, complete in place, which price shall be full compensation for the work described and specified herein and on the plans, including all hardware, wire, excavation, backfill and incidentals necessary to complete the work.

No measurement or direct payment will be made for anchor bolts, the cost being considered as included in the unit price paid for foundations.

SIGNAL POLES & MAST ARMS

The signal poles, signal mast arms, and luminaries mast arms will be paid for at the contract unit price each, for the type, size and length of pole or mast arm designated in the bidding schedule, complete in place. This price shall be full compensation for the work described in the Special Provisions and in the A.D.O.T. Standard Specifications for Road and Bridge Construction and on the project plans to include all hardware, wire, and incidentals necessary to complete the work.

CONDUIT

Measurement and payment for PVC conduit shall be made at the contract unit price per linear foot for the particular size conduit installed, complete and in place including end caps, bends, etc.

Conduit will be measured by the linear foot for each diameter size as follows:

1. From center to center of pull boxes.
2. From edge of foundation to center of pull box.
3. From edge to edge of foundation.
4. From end of conduit to center of pull box or foundation.
5. From end to end of conduit when no pull boxes are used.

The accepted quantities of conduit will be paid for at the contract unit price per linear foot, which price shall be full compensation for the work, complete in place, including excavation, backfill, compaction, ABC replacement, asphalt replacement, boring, jacking, or tunneling operations, coordination with local utility companies, and any incidentals necessary to complete the work. No direct payment will be made for rigid metal or non-metallic conduit bends at pull boxes, expansion fittings and coupling fittings, or vertical riser sections; the cost being considered as included in the contract price for the conduit.

The conduit for the electrical service connection shall be measured from center of pole to center of controller cabinet and paid for at the unit price per linear foot called out in the proposal being full compensation as outlined above. Uni-source Electric requests an inspection of the conduit in the trench prior to backfilling, and requires 24-hours minimum advance notification to schedule the inspection.

TRAFFIC PULL BOXES

Pull boxes will be measured as a unit for each number & type of pull box. The accepted quantities for pull boxes will be paid for at the contract unit price each, which price shall be full compensation for the work, complete in place, including any excavation, removal and disposal of existing pull boxes, removal and replacement of existing bricks, removal & salvaging of existing pull boxes, backfilling, and the locating, routing, and adjusting of existing conduits into the new pull boxes and the extension (SE corner) as necessary to complete the work.

CONDUCTORS FOR SIGNALS AND SIGNAL LIGHTING

Conductors for signals and signal lighting, including all future phases, shall be measured as a complete unit of work. This method of measurement shall be used for all signal, signal lighting and electrical service conductors shown in the signal conductor schedule on the project plans. No measurement or direct payment will be made for conductors in poles and pull boxes, the cost being considered as included in the contract price for the pole and pull box items. Conductors (for signals and signal lighting) shall be paid for at the contract lump sum price, such price shall be full compensation for the work, complete in place.

GPS OPTICOM SYSTEM

The Opticom system equipment shall be paid for as a Lump Sum, inclusive of the cabinet rack, phase selector, antennas, all cable (including the Model 138 cable to the signal pole mast arms for the future mast arm sensors), the cables internal to the controller cabinet necessary to connect GPS Opticom components, and all items called out in the Special Provisions for a fully functional 4-way pre-emption system.

TRAFFIC SIGNAL FACES

Traffic signal faces, pedestrian signal faces, traffic signal mounting assemblies, luminaires, and pedestrian push buttons will be measured as a unit for each type of signal face, mounting assembly, luminaire, or push button furnished and installed. The accepted quantities of traffic signal faces, pedestrian signal faces, traffic signal mounting assemblies, luminaire, or pedestrian push button will be paid for at the contract unit price each, for the type signal face, mounting assembly, luminaire, or push button designated in the bidding schedule, complete in place, which price shall be full compensation for the work described (including the push button signal) and specified herein and on the plans, including visors, backplates, lamps and all hardware necessary to provide a complete, functional, traffic signal installation.

TRAFFIC SIGNAL CONTROL CABINET AND CONTROLLER

The traffic signal control cabinet, inclusive of the elevator base, will be measured as a unit for the controller assembly and control cabinet, furnished and installed. The traffic signal control cabinet will be paid for at the contract unit price each for the type controller assembly and control cabinet designated in the Proposal, complete in place, which price shall be full compensation for the work described and specified herein and on the plans, including the controller assembly, service terminal boxes, cabinet mounted service enclosures, additional 30-feet of wire needed for service connection, meter sockets, breaker panels, conduit, elbows, anchor bolts, clearance pad, auxiliary signal controls, external logic modules, interior light and all other components necessary to provide a complete functional assembly for controlling the operation and timing of traffic control signals.

Also included in this price is the actual programming of the controller by a qualified representative of the manufacturer or dealer for immediate phases, as called out on the plans, and complete wiring of the conductors for both immediate and future phasing requirements.

The Control Cabinet foundation will be measured as a separate complete unit including the adjacent sidewalk area called out on the plans, and paid for at the unit price called out on the Proposal, complete and in place.

CONTROL CABINET FOUNDATION

The traffic signal Control Cabinet Foundation will be measured as a unit for each foundation furnished and installed.

The accepted quantities of Control Cabinet Foundation, measured as provided above, will be paid for at the contract unit price for each, complete in place.

The contract unit price will be full compensation for the work described herein and on the plans including the conduit, elbows, anchor bolts & maintenance pad, constructing the foundation including the 3-foot by 4-foot sidewalk area, excavation and backfill, and disposing of excel excavated material as needed for a complete foundation

LOOP DETECTORS

Loop detectors will be measured as a unit for each type and size of detector furnished and installed. Loop detectors will be paid for at the contract unit price each for the size and type detector designated in the bidding schedule, complete in place, which price shall be full compensation for the work described and specified herein and on the plans.

SIGNS

Signs shall be measured by the number of signs installed, complete and in place and paid for at the contract unit price for each called out in the Proposal.

The contract unit price shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in furnishing and installing the sign panels, posts, and foundations, complete and in place, including furnishing and applying all reflective sheeting, all mounting hardware, all necessary sign supports, sign posts, stringers and post ties, left and right arrows, all as shown on the plans and specified herein.

There shall be no separate payment for removal, relocation, and salvaging of existing signs in good condition to the City of Kingman Public Works Department after activation of the traffic signal. The cost of this work to be included in related items.

TRAFFIC CONTROL

There will be no separate payment for providing, erecting, and maintaining necessary and adequate devices for the protection of the work, the workmen and the traveling public, nor for the labor involved in the application of any traffic control measures as required and specified in the General Conditions and Special Provisions. Costs associated with this work shall be included in the unit prices for related items.

No separate measurement or payment will be made for constructing or removing temporary paved or unpaved detours and/or temporary paved or unpaved business accesses. The cost is considered included in the unit prices for related bid items

MISCELLANEOUS

There will be no separate payment for miscellaneous items such as: bond expenses, sales tax, permits, mobilization, materials testing, drainage restoration and replacement; mailbox removal and relocations, traffic sign removal and relocations, relocations or repair of any items unavoidably damaged, destroyed, or moved as a result of construction, saw-cutting and removal or repairs of existing pavement, sidewalks, curbs and gutters, aprons, valley gutters, handicap ramps not called for on the plans but damaged by the Contractor's operations; repairs of existing utility service lines; cutting, plugging or abandoning existing water lines, grading areas behind sidewalks and within Right-of-Way, removal and disposal of existing concrete, asphalt pavement or excess soil material, saw-cutting of A.C. driveways, required traffic control measures including the use of off-duty policemen, coordination with ADOT or Mohave County traffic personnel and with utility companies, coordination with Unisource Electric for the electric service connection to the controller pedestal, disposal of waste materials, or project cleanup. The cost of these items shall be included in bid prices for related items in the Bid Schedule.

There is also no separate payment for coordination with private utility companies for relocation of their facilities or connection to their facilities per the Special Provisions. The cost of these items shall be included in bid prices for related items in the Proposal.

There will be no separate payment for compaction control and testing or testing verifying quality and specifications of materials used on this project as outlined in the Special Provisions. The cost associated with this work shall be included in bid prices for related items.

There will be no separate payment for the submittal of As-Built drawings of all electrical equipment as outlined in the Special Provisions. The cost associated with this work shall be included in bid prices for related items.

There will be no separate payment for coordination with the utility company for the electric service connection to

**CITY OF KINGMAN
KINGMAN, ARIZONA**

**TRAFFIC SIGNAL
NORTH BANK STREET & GORDON DRIVE**

PROPOSAL

PROPOSAL - In compliance with the Advertisement for Bids, the undersigned bidder:

Having carefully examined the Contract Documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor, and everything necessary for the completion of the work listed and agrees to execute the Contract Documents and furnish the required bonds and certificates of insurance necessary for the completion of the work, at the locations and for the prices set forth on the inside pages of this form.

Understands that construction of this project shall be in accordance with all applicable Uniform Standard Specifications and Standard Details and ADOT Standard Specifications and Details, except as otherwise required by the Project Plans and Special Provisions.

Understands that his Proposal shall be submitted with a Proposal guarantee of cash, certified check, cashier's check, or surety bond for an amount not less than Ten Percent (10%) of the amount bid.

Agrees that upon receipt of Notice of Award from the City of Kingman, he will execute the Contract Documents within ten calendar days of the date of the Notice of Award.

Understands work shall be completed within **120 (one hundred and twenty)** consecutive calendar days, beginning with the day following the starting date specified in the Notice to Proceed.

The Bidder hereby acknowledges receipt of and agrees his Proposal is based on the following Addenda:
(If there are no addenda, write "NONE" below).

CITY OF KINGMAN
TRAFFIC SIGNAL PROPOSAL
NORTH BANK STREET & GORDON DRIVE

TO: THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF KINGMAN, ARIZONA

The Undersigned proposes and agrees to furnish any and all required labor, material, construction equipment, transportation and services for the construction of the City Traffic Signal project (ENG07-022) in strict conformity with the Plans, Specifications, and Special Provisions, for the following unit prices:

Item	Description	EST. QTY	Unit	Unit Price	Extended Cost
1	POLE (TYPE K)	2	EA.		
2	POLE (TYPE R)	2	EA.		
3	POLE FOUNDATION (TYPE K)	2	EA.		
4	POLE FOUNDATION (TYPE R)	2	EA.		
5	SIGNAL MAST ARM (50 FT.)(TAPERED)	3	EA.		
6	SIGNAL MAST ARM (55 FT.)(TAPERED)	1	EA.		
7	LUMINAIRE MAST ARM (20 FT.)(TAPERED)	2	EA.		
8	ELECTRICAL CONDUIT (2-INCH)(PVC)	180	L.F.		
9	ELECTRICAL CONDUIT (3-INCH)(PVC)	120	L.F.		
10	ADOT PULL BOX (NO. 7)	3	EA.		
11	ADOT PULL BOX (NO. 7)(WITH EXTENSION)	1	EA.		
12	CONDUCTORS	1	L.S.		
13	GPS OPTICOM SYSTEM (incl. mtg. & conductors)	1	L.S.		
14	TRAFFIC SIGNAL FACE (Type F)	12	EA.		
15	TRAFFIC SIGNAL FACE (Pedestrian)(Man/Hand)	8	EA.		
16	PEDESTRIAN PUSH BUTTON (ADA)(With Placard)	8	EA.		
17	TRAFFIC SIGNAL MOUNTING ASSEMBLY (Type II)	8	EA.		
18	TRAFFIC SIGNAL MOUNTING ASSEMBLY (Type V)	4	EA.		
19	TRAFFIC SIGNAL MOUNTING ASSEMBLY (Type VII)	4	EA.		
20	CONTROL CABINET (TYPE IV)(W/ MTD. SERVICE ENCL.& PED)	1	EA.		
21	CONTROL CABINET FOUNDATION (Type IV)(w/ Maint. Pad)	1	EA.		
22	LOOP DETECTOR FOR TRAFFIC SIGNALS (6'x 50')(QUAD.)	5	EA.		
23	LOOP DETECTOR FOR TRAFFIC SIGNALS (6'x 70')(QUAD.)	7	EA.		
24	LUMINAIRE (HORIZONTAL MOUNT)(HPS 250 WATT)	2	EA.		
25	SIGNAL WARNING SIGN (W8-1 Placard)(36"x 36")	4	EA.		
26	MAST ARM MOUNTED STREET NAME SIGN (12"x8')	4	EA.		
27	REMOVE & SALVAGE SIGNS & POSTS	4	EA.		
TOTAL BID: ITEMS 1-27					\$.

TOTAL BID (Numbers): \$ _____

TOTAL BID (Words): \$ _____

CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____ 2009 by and between _____, hereinafter designated CONTRACTOR, and the CITY OF KINGMAN, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated OWNER.

WITNESSETH: That the CONTRACTOR for the consideration of _____ DOLLARS (\$ _____), agrees to do and perform, or cause to do and be performed in a good and workmanlike manner, under the observation of, and to the satisfaction of, the City Engineer, the following described work:

Construction of the following project:

< ENG07-022: Traffic Signal at the North Bank Street and Gordon Drive intersection

All as is more fully described in the ADVERTISEMENT FOR BIDS, GENERAL CONDITIONS SUPPLEMENT, SPECIAL PROVISIONS, STANDARD SPECIFICATIONS AND DETAILS, PLANS, PROPOSAL, AND ADDENDA, all of which documents are incorporated herein by reference and made a part hereof as though fully set forth.

The CONTRACTOR hereby agrees to indemnify and save harmless the OWNER and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and representatives from all suits, actions, loss, damage, expense, costs, or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this Agreement, or on account of any act or omission by the CONTRACTOR or his agents, or from any claims or amounts arising or recovered under Workmen's Compensation laws or any other law, bylaws, ordinance, or order or decree.

The CONTRACTOR further agrees that it will, at its own cost and expense, furnish all necessary materials and labor for said work and that the materials used herein shall comply with said Documents listed above, and be to the satisfaction of said City Engineer, that it will, within the time hereinafter fixed, turn said work over to the OWNER, complete and ready for use, free and discharged of all claims and demands whatsoever, for or on account of any and all labor and materials used or furnished to be used in said work.

And the OWNER hereby agrees that the time for completion of said work to be _____ (_____) consecutive calendar days, beginning with the day following the starting date specified in the NOTICE TO PROCEED.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first herein written.

COMPANY NAME BY: _____
PRESIDENT

ARIZONA STATE CONTRACTORS LICENSE NO. CLASSIFICATION

CITY OF KINGMAN BUSINESS LICENSE: _____

ATTEST:

Secretary
.....

CITY OF KINGMAN
OWNER

ATTEST:

JOHN SALEM, MAYOR

DEBORAH FRANCIS, CITY CLERK

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

KNOW ALL MEN BY THESE PRESENTS: That, _____

(hereinafter "Principal"), as Principal, and _____

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

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

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

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

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

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

Witness our hands this _____ day of _____, 20____.

PRINCIPAL SEAL

BY: _____

SURETY

BY: _____

AGENCY OF RECORD

AGENCY ADDRESS

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

KNOW ALL MEN BY THESE PRESENTS THAT: _____

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

_____ Dollars

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

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

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

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

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

Witness our hands this _____ day of _____, 20____.

PRINCIPAL

SEAL

BY: _____

SURETY

BY: _____

AGENCY OF RECORD

AGENCY ADDRESS

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has submitted a bid for _____
_____.

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

Witness our hands this _____ day of _____, 20_____.

Principal

Seal

Surety

Seal

By: _____

By: _____

Attorney-in-Fact

It's: _____

AGENCY OF RECORD

AGENCY ADDRESS

APPENDIX A

Mohave County ROW permit

MOHAVE COUNTY PUBLIC WORKS

PERMIT TO USE RIGHT-OF-WAY

MOHAVE COUNTY PUBLIC WORKS
 Telephone: (928) 757-0910
 Fax : (928) 757-0929

PERMIT # : 20080845

3675 East Andy Devine Ave.
 P.O. Box 7000
 Kingman, Arizona 86402-7000

The undersigned herewith made application for a permit to enter in or upon and to use a portion of the right-of-way of the County road located in :

Township : <u>22 N</u> , Range : <u>16 W</u> , Section : <u>31</u> , Road name : <u>Bank St. and Gordon Ave.</u>			
Area : <u>Kingman</u>			
Purpose	Install Traffic Control Signal		
Comments	Trench in right of way to install traffic signal.		
Paved <input checked="" type="checkbox"/>	Gravel <input type="checkbox"/>	Unimproved <input type="checkbox"/>	Scheduled Start Date : <u>03/01/2009</u> Scheduled Completion Date : <u>10/03/2009</u>
COMPLETION DATE OF WORK AND PERMIT # MUST BE CALLED INTO PUBLIC WORKS AT 928-757-0910			

FOR AND IN CONSIDERATION of granting of a permit for the purpose set forth herein, the Permittee hereby agrees, covenants and binds said Permittee to the standard requirements listed on page 2 of 2.

IN WITNESS WHERE OF this application has been duly signed this <u>17</u> day of <u>December</u> , 2008	
I certify that I am properly licensed by the State of Arizona, to work within Mohave County Right-of-Way	Owner / Agent or Contractor : <u>City Of Kingman</u>
	Telephone # : <u>928-753-8122</u> Agent Ref # :
Contractor : <u>TBD</u>	Applicant's Signature : <u>SIGNATURE ON FILE</u>
License No.:	Address : <u>220 N. Fourth St., Kingman, AZ 86407</u>

THIS PERMIT IS APPROVED WITH THE FOLLOWING DIRECTIONS, REQUIREMENTS AND SPECIFICATIONS

When the trench falls within the paved portion of the roadway, the backfill shall be placed so as to adhere to Mohave County STD Detail 200-1, on sack ABC slurry, a copy of which accompanies this permit and that all other proposed work should be in accordance with the submitted plans and specifications

The proposed work shall adhere to the submitted plans and specifications.

Applicant to be responsible for all future maintenance of signal .
 Proper traffic control to be in place prior to and during instalation.

This permit is issued with the understanding that Mohave County is granting permission for the proposed work to be performed where Mohave County has right-of-way jurisdiction only.

A Permit is hereby issued to the foregoing for the purpose contained in the application and upon the expressed condition that every agreement and covenant therein contained is faithfully performed, and said work to be performed in accordance with approved plans and specifications or as stipulated hereinbefore.

Mohave County Department of Public Works

By Public Works Director : GARY CONTER FOR MICHAEL P. HENDRY Permit # : 20080845 Date Issued : 12/19/2008

MOHAVE COUNTY PUBLIC WORKS

PERMIT TO USE RIGHT-OF-WAY

MOHAVE COUNTY PUBLIC WORKS
Telephone: (928) 757-0910
Fax : (928) 757-0929

PERMIT # : 20080845

3675 East Andy Devine Ave.
P.O. Box 7000
Kingman, Arizona 86402-7000

Standard Right-of-Way Use Permit Requirements

- 1) To perform all work in accordance with the Mohave County Standard Specifications and Details (Mohave County Board of Supervisor's Resolution No. 2002-397).
- 2) If the above stated scheduled start date or completion date is changed for any reason, the Permittee shall notify Public Works by telephone at least two (2) working days in advance.
- 3) All work in the Right-of-Way will require Engineering inspection.
- 4) Any work rejected by Engineering inspection shall be remedied or removed and replaced by the Permittee in a manner acceptable to the Public Works Department.
- 5) Failure to comply with the permit conditions may result in revocation of the permit and the requirement of posting an appropriate performance bond for future permit applications.
- 6) A copy of the approved Right-of-Way Use Permit must be on the job site at all times during the construction process.
- 7) Permittee MUST notify the Mohave County Public Works Department 48 hours prior to the commencement of work. Failure to do so could result in withdrawal of approval.
- 8) Work must be completed within 15 working days from the issuance date of the Permit unless otherwise approved by the Public Works Director or other authorized Public Works personnel.
- 9) Permittee or his contractor is solely responsible for the erection and maintenance of all barricades, lights and traffic control devices in accordance with the ADOT Manual of Uniform Traffic Control Devices (MUTCD).

CALL BLUE STAKE BEFORE YOU DIG
1-800-STAKEIT (782-5348)