



CONTRACT DOCUMENTS

City of Kingman Project Number
ENG 16-0059

DRILLING AND INSTALLATION OF CITY OF KINGMAN HILLTOP WASTEWATER TREATMENT FACILITY INJECTION WELL NO.

February 1, 2019

JEN MILES
Mayor

TRAVIS LINGENFELTER (VICE MAYOR)

JAMIE SCOTT STEHLY

DAVID WAYT

SUEANN MELLO KEENER

KEN WATKINS

DEANA NELSON

Council Members

RON FOGGIN
City Manager

ROB OWEN
Public Works Director

GREG HENRY, P.E.
City Engineer

SYDNEY MUHLE
City Clerk

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 WILL BE RETURNED UNOPENED IF NOT SUBMITTED PROPERLY SEALED.

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INVITATION TO BID

FROM:

City of Kingman Public Works:

Project Manager

3700 E. Andy Devine Ave.

Kingman, AZ. 86401

ISSUE DATE: February 1, 2019

TO: POTENTIAL BIDDERS

The City of Kingman will accept sealed Bids from qualified firms at the **office of the City Clerk at 310 North Fourth Street, Kingman, AZ 86401**, until **3:00 PM** Local Time on **February 28, 2019 (Thursday)** for drilling and installation of City of Kingman Hilltop Wastewater Treatment Facility Injection Well No. 1.

Project Description: Injection Well No. 1 consists of the DRILLER drilling a pilot borehole to the specified depth using the reverse circulation mud-rotary drilling method and collecting cutting samples from the pilot borehole as specified. The scope of work presented herein includes aquifer testing (8-hour constant-rate pumping test and 14-day injection test, consisting of approximately 8 hours of step-rate injection with the remainder of injection occurring at a fixed rate to be determined by the step-rate testing) after the well installation and development is complete. The DRILLER will install the well pursuant to the final well design, which will be developed by the CONSULTANT and approved by the OWNER.

Work shall be completed within **Sixty (60) calendar days**, beginning with the day following the starting date specified in the Notice to Proceed.

The successful proposer should be prepared to comply with all local, state and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

Bid Documents for a Stipulated Price contract may be obtained from the City of Kingman Public Works, Project Managers Office. Even though the construction specifications may be downloaded from the City's web site, **all bidders will need to get the bidding package directly from the City of Kingman Public Works, Project Managers Office**. This will allow the City to maintain an accurate plan holders list in the event that addendums need to be sent out to all the bidders. Contact Burley Hambrick, (928) 692-3117, or email bhambrick@cityofkingman.gov, or visit 3700 E. Andy Devine Ave, Kingman AZ, 86401.

The contract documents may be examined at the following locations:

City of Kingman website <http://www.cityofkingman.gov>

City of Kingman Public Works, Project Managers Office, 3700 E. Andy Devine Ave.

Refer to other bidding requirements described in the Instructions to Bidders Section of the Contract Documents.

Submit your offer on the Proposal form provided. Bidders may supplement this form as appropriate.

Your offer will be required to be submitted under a condition of irrevocability for a period of 30 days after submission.

The City will conduct a Pre-Bid Conference at the Powerhouse Conference Room, 120 W. Andy Devine Ave. Kingman Arizona, on **Tuesday, February 19, 2019** beginning at **11:00 a.m.** local time. Interested bidders are encouraged to attend.

The City of Kingman reserves the right to accept or reject any or all offers.

END OF INVITATION TO BID

ADVERTISEMENT FOR BIDS

ISSUED BY: CITY OF KINGMAN PUBLIC WORKS, 3700 E. ANDY DEVINE AVE., KINGMAN, ARIZONA

ISSUE DATE: February 1, 2019

PUBLISH DATE: February 7, 2019

2ND PUBLISH DATE: February 14, 2019

TO: POTENTIAL BIDDERS

The City of Kingman will accept sealed Bids from qualified firms at the office of the City Clerk at 310 North Fourth Street, Kingman, AZ 86401, until **3:00 PM** Local Time on **February 28, 2019 (Thursday)** for drilling and installation of City of Kingman Hilltop Wastewater Treatment Facility Injection Well No. 1.

Project Description: Injection Well No. 1 consists of the DRILLER drilling a pilot borehole to the specified depth using the reverse circulation mud-rotary drilling method and collecting cutting samples from the pilot borehole as specified. The scope of work presented herein includes aquifer testing (8-hour constant-rate pumping test and 14-day injection test, consisting of approximately 8 hours of step-rate injection with the remainder of injection occurring at a fixed rate to be determined by the step-rate testing) after the well installation and development is complete. The DRILLER will install the well pursuant to the final well design, which will be developed by the CONSULTANT and approved by the OWNER.

Work shall be completed within Sixty (**60**) **calendar days**, beginning with the day following the starting date specified in the Notice to Proceed. For additional information on plan and spec review locations and how to obtain project specifications, as well as additional bidding procedures contact: City of Kingman Public Works, Project Manager, Burley Hambrick (928) 692-3117.

Bid documents may be obtained at City of Kingman, Public Works, Project Manager's Office,

all bidders will need to get the bidding package directly from the City of Kingman Public Works, Project Managers Office. This will allow the City to maintain an accurate plan holders list in the event that addendums need to be sent out to all the bidders. Contact Burley Hambrick, (928) 692-3117, or email bhambrick@cityofkingman.gov, or visit 3700 E. Andy Devine Ave, Kingman AZ, 86401.

The City will conduct a Pre-Bid Conference at the Powerhouse Conference Room, 120 W. Andy Devine Ave. Kingman Arizona, **Tuesday, February 19, 2019 beginning at 11:00 a.m.** local time. Interested bidders are encouraged to attend.

END OF ADVERTISEMENT FOR BIDS

DRILLING AND INSTALLATION OF CITY OF KINGMAN HILLTOP WASTEWATER TREATMENT FACILITY INJECTION WELL NO. 1

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 **Sixty (60)** 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.

INSTRUCTIONS TO BIDDERS

BID SUBMISSION

Sealed bids complete with all required documents will be accepted at the office of the City Clerk at 310 North Fourth Street, Kingman, AZ 86401 until **3:00 PM** local time on the **28th day of February, 2019** for the construction of this project.

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

1. Proposal Form - Acknowledge all addendums or write "NONE" if no addendums.
Confirm all math calculations and the total bid amount.
2. Bid Security in the form of bid bond, unconditional certified check or cashier's check payable to the City of Kingman for 10% of the bid amount.

Offer submitted after the above listed due time shall be returned to the bidder unopened. Alternative proposals will not be considered unless specifically called for. Oral, telephonic, faxed, emailed or modified proposals will not be considered.

Bids will be opened publicly immediately after the bid acceptance time at the 310 North Fourth Street address.

PROJECT DETAILS

The intent of this Bid request is to obtain an offer to furnish any and all required labor, material, construction equipment, transportation and services to complete this project. The project generally consists of the DRILLER drilling a pilot borehole to the specified depth using the reverse circulation mud-rotary drilling method and collecting cutting samples from the pilot borehole as specified. The scope of work presented herein includes aquifer testing (8-hour constant-rate pumping test and 14-day injection test, consisting of approximately 8 hours of step-rate injection with the remainder of injection occurring at a fixed rate to be determined by the step-rate testing) after the well installation and development is complete. The DRILLER will install the well pursuant to the final well design, which will be developed by the CONSULTANT and approved by the OWNER.

Work for this project must be completed within **Sixty (60)** calendar days, beginning with the day following the starting date specified in the Notice to Proceed.

BID DOCUMENT AVAILABILITY

Bid documents may be viewed at:

City of Kingman website <http://www.cityofkingman.gov>

Bid documents may be obtained at:

City of Kingman Public Works, Project Manager's Office, 3700 E. Andy Devine Ave.

all bidders will need to get the bidding package directly from the City of Kingman Public Works, Project Managers Office. This will allow the City to maintain an accurate plan holders list in the event that addendums need to be sent out to all the bidders. Contact Burley Hambrick, (928) 692-3117, or email bhambrick@cityofkingman.gov, or visit 3700 E. Andy Devine Ave, Kingman AZ, 86401.

Bid documents should be verified for completeness. If bid documents are found to be incomplete or contain discrepancies or omissions, the City of Kingman should be notified immediately.

INQUIRIES/PLAN ADDENDA

Questions concerning project requirements need to be directed to Burley Hambrick, Project Manager, telephone (928) 692-3117, or email bhambrick@cityofkingman.gov

Addenda may be issued during the bidding period. All addenda will become part of the contract document. All plan holders need to make sure that their correct contact information, including email address, are on file with the Project Managers Plan Holders List for this project. Addenda to the bid documents, if any, will be distributed to the contacts as listed on the Plan Holders List.

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

SITE ASSESSMENT/SUBSURFACE EXAMINATION

It is the responsibility of the DRILLER to familiarize itself with the drilling conditions that may be encountered at the site, both surface and subsurface, prior to the bid submittal.

No Geotechnical report has been completed for this project. The City of Kingman assumes no liability as to actual soil conditions. A lithologic log from a nearby well (approximately 1 mile to the west) is provided in Appendix A of the Technical Specifications for bidder information. It is the responsibility of the bidder to examine the drilling area and site access in order to become acquainted with local conditions.

PRE-BID CONFERENCE

A pre-bid conference has been scheduled for **11:00 a.m.** on the **19th** day of **February, 2019**, at the Powerhouse Conference Room, 120 W. Andy Devine Ave. Kingman Arizona, All general contract bidders are encouraged to attend this meeting. All subcontract bidders are encouraged to attend.

QUALIFICATIONS

Bidders must have or be able to obtain the necessary Arizona Registrar of Contractors license to complete the work as listed on the construction plans and contract documents prior to bid submission. Failure to do so will be cause to invalidate the bid. The Arizona Registrar of Contractors will be contacted to obtain license and complaint information about the bidders.

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

BID SUBMISSION

Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.

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

Bids shall be properly executed on the Proposal and forms provided. Numbers shall be stated in figures where so required. The completed forms shall be without interlineations, alterations or erasures.

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. Improperly completed information, irregularities in the bid bond, may be cause to declare the bid invalid.

Each bidder shall submit one copy of the executed bid documents on the Proposal and forms provided, signed and sealed, clearly identified with the bidder's name, address, and phone numbers; project name and project number (ENG 16-0059); and City of Kingman's name on the outside. The Specification Booklet does not need to be turned in with the bid.

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

BID INELIGIBILITY

Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain mathematical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the City of Kingman, be declared unacceptable.

Bid forms, Appendices and enclosures which are improperly prepared may, at the discretion of the City of Kingman, be declared unacceptable.

Failure to provide security deposit, bonding or the proper forms will, at the discretion of the City of Kingman, invalidate the bid.

DRILLING AND INSTALLATION OF CITY OF KINGMAN HILLTOP WASTEWATER TREATMENT FACILITY INJECTION WELL NO. 1

OFFER ACCEPTANCE

Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid closing date. The contract will be awarded to the lowest responsive, responsible bidder as determined by the lowest Total Bid, who also complies with these instructions. The City of Kingman reserves the right to accept or reject any or all offers if it may deem it best for the public good or to reject the offers of any persons who have been unfaithful or delinquent to any contract with the City. The City reserves the right to waive any informality in the offers received.

After acceptance, the City will issue to the successful bidder, a written letter of Contract Award within 30 days after the opening of bids. The successful bidder will be required to execute the Contract, Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days after formal Contract Award. The contractor will be responsible for the costs to secure the Performance and Payment Bonds. No separate payment will be made to the contractor by the City for these items.

INFORMATION FOR BIDDERS

1. CONTRACT DOCUMENTS

The Contract Documents for this Project consist of the following:

- Invitation to Bid
- Advertisement for Bids
- Instructions to Bidders
- Information for Bidders
- General Conditions Supplement
- Special Provisions
- Technical Specifications
- Proposal
- Contract
- Certificate of Insurance
- Payment Bond
- Performance Bond

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 2012 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, Suite 300, Phoenix, Arizona 85003, Phone (602) 254-6300, FAX (602) 254-6490, or www.azmag.gov.

The City of Kingman is also operating under the 2012 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 Specification Amendments, Detail Amendments and Details may be obtained from the City Engineering Department or at http://www.cityofkingman.gov/pages/depts/engineering/spec_details.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 the drilling and installation of Injection Well No. 1. This consists of the DRILLER drilling a pilot borehole to the specified depth using the reverse circulation mud-rotary drilling method and collecting cutting samples from the pilot borehole as specified. The scope of work presented herein includes aquifer testing (8-hour constant-rate pumping test and 14-day injection test, consisting of approximately 8 hours of step-rate injection with the remainder of injection occurring at a fixed rate to be determined by the step-rate testing) after the well installation and development is complete. The DRILLER will install the well pursuant to the final well design, which will be developed by the CONSULTANT and approved by the OWNER.

4. **LOCATION OF PROJECT**

The proposed well, designated as the City of Kingman Injection Well No. 1, is to be located at the Hilltop Wastewater Treatment Facility at 5925 E. Highway 66, Kingman, Arizona. The cadastral location of Injection Well No. 1 is in the southeast quarter of the southeast quarter of the southwest quarter of Section 11 in Township 22 North, Range 16 West of the Gila and Salt River Baseline and Meridian (also referenced as B(22-16)11cdd). The preliminary location of the well is Latitude 35° 17' 58.59" N, Longitude 113° 56' 57.58" W. Location map is provided in the Technical Specifications page TS52.

5. **PROPOSAL PAMPHLET**

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

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

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

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

Each bidder shall submit one copy of the executed bid documents on the Proposal and forms provided, signed and sealed with the required security in the Envelope provided, clearly identified with the bidder's name, address, and phone numbers; project name and project number (ENG 16-0059); and City of Kingman's name on the outside.

6. **CONTRACT AND BONDS**

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

7. **INTERPRETATION OF PLANS AND DOCUMENTS**

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

8. **ADDENDA**

Any Addenda issued during the time of bidding, forming a part of the documents 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. 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 or City operations.

11. **QUESTIONS ON PLANS AND SPECIFICATIONS**

Questions concerning project requirements need to be directed to Burley Hambrick, Project Manager, telephone (928) 692-3117, or email bhambrick@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 \$100.00.

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

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

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 A- 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. All liability policies shall be written on an occurrence basis form. 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 OWNER 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 OWNER.

The policy(ies), except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the OWNER, 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 OWNER under such policy(ies). The CONTRACTOR shall be solely responsible for deductibles and/or self-insured retention and the OWNER, at its option, may require the CONTRACTOR to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The OWNER reserves the right to request and to receive, within 10 working days, certified copies of any or all of the required insurance policies and/or endorsements. The OWNER 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 OWNER's right to insist on strict fulfillment of the CONTRACTOR's obligations outlined herein.

The insurance policy(ies), required herein, except the copy of Workers' Compensation, shall name the OWNER, its agents, officers, officials and employees as Additional Insured's and provide a policy endorsement to effect such change to the actual liability policies.

THE CONTRACTOR SHALL PROVIDE COVERAGE WITH LIMITS OF LIABILITY NOT LESS THAN THOSE SHOWN BELOW:

GENERAL LIABILITY

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

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

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

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

AUTOMOBILE LIABILITY

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

WORKER'S COMPENSATION

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.

THE CONTRACTOR SHALL PROVIDE VERIFICATION OF COVERAGE AS OUTLINED BELOW:

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

All liability policies shall be written on an occurrence basis form. In the event any insurance policy(ies) required herein 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 herein shall be identified with the name of and/or description of the project.

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.

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.

18. NONPERFORMANCE OF WORK TASKS BY THE CONTRACTOR

If the Contractor fails, neglects, or refuses to perform work tasks necessary for the completion of the total job; to replace defective work; or to repair or resurface, in an acceptable manner public right-of-ways 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 Project Manager, the City will proceed to have the work accomplished by others and deduct the costs thereof from amounts due the Contractor.

19. 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 be provided by the City at no cost.

The contractor shall be required to secure from the City a Hydrant Meter (A refundable Deposit payable by the contractor is required, the refund will be returned to the contractor when the meter is returned to the City in good working order). The City does not charge the contractor for the water that is metered through this hydrant meter.

20. 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.

21. 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.

Under the provisions of A.R.S. §41-4401, CONTRACTOR hereby warrants to the OWNER 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 OWNER.

The OWNER 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 OWNER 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 OWNER 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 OWNER. The CONTRACTOR and its Subcontractors shall cooperate with the OWNER'S random inspections including granting the OWNER 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 the Subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if the CONTRACTOR or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

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".

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

22. 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 Project Manager 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 Project Manager 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 Project Manager for the continuous or periodical inspection of the work, surveys, and tests of materials as necessary.

23. 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:

DRILLING AND INSTALLATION OF CITY OF KINGMAN HILLTOP WASTEWATER TREATMENT FACILITY INJECTION WELL NO. 1

24. 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.

25. LIQUIDATED DAMAGES

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

26. 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 Project Manager shall approve the project schedule before the Contractor proceeds with any work under this contract. See MAG Standard Specification 108.4.

27. 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 Project Manager 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 Streets shall also be in accordance with M.A.G. Uniform Standard Specifications for Public Works Construction.

28. FINAL INSPECTION AND ACCEPTANCE OF PROJECT

When all work comprised in the Contract has been completed, including clean-up and restoration, the Contractor shall so notify the City in writing, and the City will then make final inspection. When defects, errors and omissions disclosed by the final inspection have been corrected, acceptance will be given in writing; but until such acceptance, the Contractor will be responsible for the work covered by this Contract.

No partial inspections or acceptance of the work under this contract shall be allowed. M.A.G. Specifications, Sect. 105.15(B) Final Acceptance section shall govern, 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 2012 Edition of the "Uniform Standard Specifications for Public Works and Construction" and the 2012 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: Special Provisions
- Sixth: General Conditions Supplement.
- Seventh: Technical Specifications
- Eighth: Contractor Proposal.

2. SUBCONTRACTS

Subcontracts shall be in accordance with MAG Standard Specification 108.2.

3. PRECONSTRUCTION CONFERENCE

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

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

The Contractor will be required to provide the following information:

- 1. Names and emergency telephone numbers of key personnel involved in the project.
- 2. Names and contact information of all key personnel proposed for use on the project.

DRILLING AND INSTALLATION OF CITY OF KINGMAN HILLTOP WASTEWATER TREATMENT FACILITY INJECTION WELL NO. 1

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. Traffic Control plans (if needed).
6. List 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 Project Manager 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 Project Manager.

5. **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 Project Manager 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.

6. **PROTECTION OF EXISTING UTILITIES**

DRILLING AND INSTALLATION OF CITY OF KINGMAN HILLTOP WASTEWATER TREATMENT FACILITY INJECTION WELL NO. 1

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 25. UTILITIES: in the “INFORMATION FOR BIDDERS” section of this document.

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.

7. **SURVEY CONTROL POINTS AND MONUMENTS**

Existing survey monuments indicated on the Plans or found during construction shall be protected by the Contractor. In the event removal of monuments is necessary, removal and replacement shall be performed by permission of the City Surveyor, under direct supervision of the City Surveyor 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.

8. **PAYMENTS TO CONTRACTOR**

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

Each copy of itemized statements for completed work items must be submitted to the City of Kingman Project Manager 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 10% of the amount of each estimate until final approval of improvements and final payment, in accordance with MAG Standard Specification 109.7.

9. **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.

10. CHARACTER AND STATUS OF WORK AND WORKMANSHIP

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

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

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

SPECIAL PROVISIONS

1. STANDARD SPECIFICATIONS AND DETAILS

The provisions of the 2012 Edition of the MAG Uniform Standard Specifications and Details for Public Works Construction along with the 2012 revisions and City of Kingman Addendums (Ordinance No. 1727) 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.

GENERAL

The installation of Injection Well No. 1 consists of the DRILLER drilling a pilot borehole to the specified depth using the reverse circulation mud-rotary drilling method and collecting cutting samples from the pilot borehole as specified. The scope of work presented herein includes aquifer testing (8-hour constant-rate pumping test and 14-day injection test, consisting of approximately 8 hours of step-rate injection with the remainder of injection occurring at a fixed rate to be determined by the step-rate testing) after the well installation and development is complete.

The proposed well, designated as the City of Kingman Injection Well No. 1, is to be located at the Hilltop Wastewater Treatment Facility at 5925 E. Highway 66, Kingman, Arizona. The cadastral location of Injection Well No. 1 is in the southeast quarter of the southeast quarter of the southwest quarter of Section 11 in Township 22 North, Range 16 West of the Gila and Salt River Baseline and Meridian (also referenced as B(22-16)11cdd). The preliminary location of the well is Latitude 35° 17' 58.59" N, Longitude 113° 56' 57.58" W.

DRILLING AND INSTALLATION OF CITY OF KINGMAN HILLTOP WASTEWATER TREATMENT FACILITY INJECTION WELL NO. 1

A map of this location is provided in the Technical Specifications page TS52

3. **SUBSURFACE INVESTIGATION**

No soil borings have been performed at the project site.

A lithologic log from a nearby well (approximately 1 mile to the west) is provided in Appendix A of the Technical Specifications for bidder information.

If bidders desire to make their own soils investigations, they shall obtain necessary permits from the City of Kingman.

4. **PROTECTION OF EXISTING STRUCTURES**

The Contractor, 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 City makes no claims as to the suitability of trenching conditions for this project. No soil sampling, boring or logging has occurred. 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. **COORDINATION WITH UTILITIES**

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
3098 Airway Ave., Kingman AZ
P.O. Box 3099, Kingman, AZ 86402
Mr. Marvin Yarbrough: 928-681-8928

FRONTIER COMMUNICATIONS
3405 Northern Ave., Kingman, AZ
P.O. Box 3609, Kingman, AZ 86402
Mr. Ron Tyler: 928-757-0271

UNISOURCE ENERGY GAS
3098 Airway Ave., Kingman, AZ
Mr. Frank Perea: 928-681-6508
Mr. Jeff Fjield: 928-681-6503

SUDDENLINK CABLE
2900 Airway Ave., Kingman, AZ

DRILLING AND INSTALLATION OF CITY OF KINGMAN HILLTOP WASTEWATER TREATMENT FACILITY INJECTION WELL NO. 1

Mr. Jeremy Brunk: 928-753-8079

KINGMAN MUNICIPAL WATER & SEWER SYSTEM

3700 E. Andy Devine Ave., Kingman, AZ

Keelan Yarbrough, Water Construction Maintenance Supervisor: 928-692-3125

Keelan Yarbrough Wastewater Superintendent: 928-692-3125

TECHNICAL SPECIFICATIONS

SEE ATTACHED TECHNICAL SPECIFICATIONS

PROPOSAL AND FORMS

CITY OF KINGMAN

**DRILLING AND INSTALLATION OF INJECTION WELL NO. 1
PROPOSAL FORM
ENG 16-0059**

PROJECT IDENTIFICATION: DRILLING AND INSTALLATION OF INJECTION WELL NO. 1

CONTRACT IDENTIFICATION AND NUMBER:

THIS BID IS SUBMITTED TO: *The City of Kingman
310 N. Fourth Street
Kingman, AZ 86401*

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the *City of Kingman* in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to bidders, including without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for 30 days after the day of bid opening. Bidder will sign and submit the Contract with the bonds and other documents required by the bidding requirements within 10 days after the date of Notice of Award.
3. In submitting this bid, bidder represents, as more fully set forth in the Contract, that:
 - a. Bidder has examined copies of all of the bidding documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
_____	_____
_____	_____
_____	_____

- b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order #75-5 and all other applicable state and federal laws, regulations and Executive Orders.
 - d. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions as provided in the General Conditions, and accepts the determination set forth in the General Conditions of the extent of the technical data contained in such reports and drawings upon which bidder is entitled to rely. Bidder acknowledges that the *City and PROJECT MANAGER* do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost,

DRILLING AND INSTALLATION OF CITY OF KINGMAN HILLTOP WASTEWATER TREATMENT FACILITY INJECTION WELL NO. 1

Submitted on _____, 20____.
(insert date)

State Contractor License No.: _____

AS CONTAINED IN TECHNICAL SPECIFICATIONS EXHIBIT C

DRILLING AND INSTALLATION OF INJECTION WELL NO. 1

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 of Kingman Reclaimed Water Recharge Design Project in strict conformity with the Plans, Technical Specifications, and Special Provisions, for the following prices:

BID SCHEDULE^(a)					
Drilling and Installation of City of Kingman Injection Well No. 1 Kingman, Arizona				City of Kingman Public Works Dept. 3700 E. Andy Devine Kingman, AZ 86401-3454	
Company Name: _____					
Item	Description	Unit	Number of Units^(b)	Unit Price (\$)	Total Price (\$)
1.	Mobilization and Demobilization	Lump Sum	1		
2	Surface Casing Construction	Linear Foot	40		
3	Pilot Borehole Drilling	Linear Foot	671		
4	Geophysical Logging	Lump Sum	1		
5	Borehole Reaming	Linear Foot	671		
6	Casing and Screen Material				
	A. 16 $\frac{5}{8}$ -inch O.D. HSLA Well Casing	Linear Foot	501		
	B. 16 $\frac{5}{8}$ -inch O.D. 304L SS Well Casing	Linear Foot	120		
	C. 16-inch Nominal Diameter 304L SS Well Screen	Linear Foot	80		
	D. Dielectric Coupling for Casing	Lump Sum	1		
7	Casing and Screen Installation	Linear Foot	700		
8	Furnish and Install Annular Material				
	E. Silica Sand Filter Pack	Ton	16		
	A. Fine Sand	Cubic Foot	11		
	B. Bentonite Seal	Cubic Foot	32		
	C. Formation Stabilizer (Pea Gravel)	Ton	47		
	D. Formation Stabilizer (Bentonite)	Cubic Foot	43		
	E. Furnish and Install Cement Grout Seal ^(c)	Cubic Yard	4		
9	Well Development and Completion				
	A. Swab/Airlift Development	Hourly	10		
	B. Pump/Surge Development	Hourly	12		
	C. Plumbness and Alignment Test	Lump Sum	1		
	D. Final Well Video	Lump Sum	1		
10	Well Testing				
	A. Furnish, Install and Remove Test Pump and Equipment	Lump Sum	1		
	B. Pumping Test	Hourly	8		
11	Rig Hourly Rate (Alternate Item) ^(d)				
	A. With Crew	Hourly	0		---
	B. Without Crew	Hourly	0		---
Total					\$
Grand Total in Written Words: _____					

BID SCHEDULE^(a)
Drilling and Installation of
City of Kingman Injection Well No. 1
Kingman, Arizona

City of Kingman Public Works Dept.
3700 E. Andy Devine
Kingman, AZ 86401-3454

Company Name: _____

Notes:

- a The Contractor's Total Bid is based upon unit prices and allowances. Bid amounts shall include all costs for the required labor, equipment, and materials, and shall also include all applicable Federal, State and Local sales tax and contracting tax.
- b Quantities are not guaranteed. Final payment will be based on actual quantities installed and approved. If the required quantities of the items listed above are increased or decreased by Change Order, the unit prices set forth above shall apply to such increased or decreased quantities unless the change is greater than 35 percent, at which point the prices may be renegotiated.
- c The filter pack, bentonite, formation stabilizer, and cement grout volume estimates are based on 30 percent over the calculated annular volume.
- d Any hourly time is subject to the approval of the CONSULTANT and OWNER.

Signed by: _____

Print Name: _____

Date: _____

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

CITY OF KINGMAN

DRILLING AND INSTALLATION OF INJECTION WELL NO. 1

DRILLING SERVICES AGREEMENT

PROJECT: ENG 16-0059

THIS AGREEMENT is made and entered into this _____ day of _____ 20____ 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 **OWNER** wishes engage the **CONTRACTOR** who is licensed by the State of Arizona Registrar of Contractors to render construction services for the work described below.

That the **CONTRACTOR** for the consideration of _____, 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 construction services for the work described below.

NOW THEREFORE, the **CONTRACTOR** and **OWNER** mutually agree as follows:

WORK

CONTRACTOR shall complete all work associated with the construction of the following project(s):

Project ENG 16-0059– DRILLING AND INSTALLATION OF INJECTION WELL NO. 1

All as is more fully described in the **TECHNICAL SPECIFICATIONS, MAG STANDARD SPECIFICATIONS AND DETAILS AND CITY OF KINGMAN STANDARD SPECIFICATIONS AND DETAILS**, all of which documents are incorporated herein by reference and made a part hereof as though fully set forth.

The **CONTRACTOR** 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.

TIME

OWNER hereby agrees that the time for completion of said work to be **Sixty (60)** consecutive business days, beginning with the day following the starting date specified in the **NOTICE TO PROCEED**.

INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall indemnify and hold harmless the **OWNER** and each Council member, officer, employee or agent thereof, for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including but not limited to, reasonable attorney’s fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever to the extent that such claims are caused by the negligent acts, recklessness or intentional misconduct of **CONTRACTOR**, its officers, employees, agents, or any tier of subcontractor in connection with this agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnification.

DRILLING AND INSTALLATION OF CITY OF KINGMAN HILLTOP WASTEWATER TREATMENT FACILITY INJECTION WELL NO. 1

The obligations under this section shall not extend to the negligence of the OWNER, its agents, officers, officials, and employees.

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.

Under the provisions of A.R.S. §41-4401, CONTRACTOR hereby warrants to the OWNER 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 OWNER.

The OWNER 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 OWNER 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 OWNER 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 OWNER. The CONTRACTOR and its Subcontractors shall cooperate with the OWNER'S random inspections including granting the OWNER 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 the Subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if the CONTRACTOR or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

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".

The CONTRACTOR certifies that it is not currently engaged in, and agrees for the durations of this Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393

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 A- 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. All liability policies shall be written on an occurrence basis form. 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 OWNER 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 OWNER.

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

DRILLING AND INSTALLATION OF CITY OF KINGMAN HILLTOP WASTEWATER TREATMENT FACILITY INJECTION WELL NO. 1

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

The OWNER reserves the right to request and to receive, within 10 working days, certified copies of any or all of the required insurance policies and/or endorsements. The OWNER 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 OWNER's right to insist on strict fulfillment of the CONTRACTOR's obligations outlined herein.

The insurance policy(ies), required herein, except the copy of Workers' Compensation, shall name the OWNER, its agents, officers, officials and employees as Additional Insured's and provide a policy endorsement to effect such change to the actual liability policies.

THE CONTRACTOR SHALL PROVIDE COVERAGE WITH LIMITS OF LIABILITY NOT LESS THAN THOSE SHOWN BELOW:

GENERAL LIABILITY

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

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

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

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

AUTOMOBILE LIABILITY

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

WORKER'S COMPENSATION

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.

DRILLING AND INSTALLATION OF CITY OF KINGMAN HILLTOP WASTEWATER TREATMENT FACILITY INJECTION WELL NO. 1

THE CONTRACTOR SHALL PROVIDE VERIFICATION OF COVERAGE AS OUTLINED BELOW:

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

All liability policies shall be written on an occurrence basis form. In the event any insurance policy(ies) required herein 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 herein shall be identified with the name of and/or description of the project.

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

Contractor

BY: _____
Owner

Arizona State Contractor's License No.

Classification

City of Kingman Business License No.

STATE OF ARIZONA)
) ss.
County of Mohave)

Acknowledged before me this _____ day of _____, 2017.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires: _____

CITY OF KINGMAN, ARIZONA

Attest:

Jen Miles, Mayor

Sydney Muhle, City Clerk

