



Town of Wickenburg

SWWTP Intensification Project

Bid Number # 24-03



PROJECT MANAGER:

Matt Egan

928-668-0559

megan@wickenburgaz.gov

BID INFORMATION: Electronic Documents

www.wickenburgaz.gov/bids

BID SUBMITTAL DUE DATE:

March 6, 2025 ~~January 23, 2025~~ December 5, 2024, 11:00 a.m.,
Arizona Time

Please Note: If documents are downloaded from the Town of Wickenburg website, the contractor is responsible for obtaining any amendments either through updates on the website or contacting the town through the project manager listed above.

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**NOTICE AND CALL FOR BIDS
TOWN OF WICKENBURG, ARIZONA**

Project Name:	SWWTP Intensification Project
Project Number:	Bid 24-03
Bid Opening Date:	March 6, 2025 January 23, 2025 December 5, 2024 11:00 a.m.
Location of Bid Opening:	Town Clerk's Office 155 North Tegner Street, Suite A Wickenburg, AZ 85390
Bid Documents available at:	Electronic Bid Documents: www.wickenburgaz.gov/bids For assistance, please call Amy Brown, 928-684-5451, Ext. 1517

Date and Location for Submittal of Bids: Sealed bids will be received at the Town of Wickenburg in the Town Clerk's office, Wickenburg Town Hall, 155 N. Tegner, Suite A, Wickenburg, Arizona 85390 until 11:00 A.M. Arizona Time, ~~December 5, 2024~~, ~~January 23, 2025~~, March 6, 2025 for furnishing all necessary labor, equipment, materials and performing all work for the Project. Any bid received after the time specified will be returned unopened. It is the bidder's responsibility to assure proposals are received at the above location on or before the specified time.

Bid Documents: The Bid Documents are available at www.wickenburgaz.org/bids and consist of the bid packet, WIFA Contact Documents and Wage Determination, and GHD, Inc. Engineered Plans. All bids must be submitted in a sealed envelope clearly marked "SWWTP Intensification Project" with solicitation number Bid 24-03 identified on the envelope. Bidders should also list their business name and address on the front of the sealed envelope. Bidders shall submit their Bid with an original and two (2) copies and the Bid shall be submitted either on the forms provided in this Solicitation or on their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms provided.

Pre-Bid Conference: A pre-bid conference will be held at 11:00 AM, on November 20, 2024, at the South Treatment Plant, located at 1006 South Tegner Street, Wickenburg, Arizona 85390. It is highly recommended that all prospective bidders attend, as bidder responsibility issues will be discussed, along with Project requirements.

Project Summary: Construction work, in general, consists of providing all labor and materials necessary to install a Liquid Design Stream Intensification Process at the SWWTP per the contract documents; and other incidental work. The SWWTP is currently permitted as a 0.8 MGD wastewater treatment plant that serves the Town of Wickenburg's population of approximately 7,695. The project goal is to improve and expand the liquid stream capacity of the existing SWWTP from 0.8 MGD to 1.2 MGD through an intensification technique that utilizes Mobile Organic Biofilm™ (MOB). The MOB process upgrade includes introducing media into the bioreactor, the addition of two (2) new center-fed drum screens to recover and maintain the media within the bioreactor, and two (2) new waste activated sludge (WAS) pumps, modification to the RAS lines inside the existing RAS pit, installation of three plug valves on RAS lines to improve the control of the RAS flow, and associated piping, electrical, and instrumentation improvements to support the capacity expansion.

Bid Security: Each bid shall be in accordance with the Contract Documents. Any bid that does not conform in all material respects to the Contract Documents will be considered non-responsive. Each bid shall be submitted on the bid form(s) included in the Contract Documents; shall be accompanied by a certified or cashier's check or bid bond for ten percent (10%) of the amount of the bid, made payable to the order of the Town of Wickenburg; and shall be included in the bid as a guarantee that the successful bidder will enter into a contract to perform the work in accordance with the Contract Documents. The bid bond shall be executed pursuant to Section 1.4.1 of the Contract Documents, and solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1.

All bid securities will be returned to the bidders whose bids are not accepted, except for the three lowest bidders. The bid security of the three lowest bidder(s) will be returned immediately after the fully completed Contract Documents have been executed. The difference between the amount specified in the bid and such larger amount for which Town may in good faith contract with another party to perform the work covered by the bid, not to exceed the amount of the bond penalty, shall be declared forfeited as liquidated damages if the successful bidder refuses to enter into the contract and provide the bonds and certificates of insurance after being requested so to do by TOWN.

Bid Opening: Bids will be opened in the Council Chambers at Wickenburg Town Hall located at 155 N. Tegner, Suite A, Wickenburg, Arizona 85390, and the proposed bid price will be publicly read aloud immediately after the time for receiving bids has expired as set forth above. The Town reserves the right to postpone the bid opening date at any time prior to bid opening. A Non-Collusion Affidavit executed by bidder shall be submitted with the bid.

Right to Reject Bids: TOWN reserves the right to reject any or all bids, waive any informality in a bid or to withhold the award for any reason TOWN determines.

Equal Opportunity: TOWN is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit bids on this Project.

TOWN OF WICKENBURG, ARIZONA

Amy Brown, Town Clerk

Date: October 24, 2024

PART I
GENERAL CONDITIONS
INFORMATION FOR BIDDERS
AND BIDDING REQUIREMENTS

1.1 ELIGIBILITY AND PREFERENCE.

1.1.1 Contracting with CONTRACTORS and SUBCONTRACTORS under the CONTRACT DOCUMENTS shall be governed by the provisions of Title 34 of the Arizona Revised Statutes, as amended.

1.1.2 ELIGIBILITY OF CONTRACTOR:

1.1.2.1 The BIDDER must have a minimum of five (5) years' experience in similar projects. A "similar project" is one that is similar in both nature and scope to this PROJECT. At least two (2) of the BIDDER's Key Personnel must have a minimum of three (3) years' experience in similar projects. The BIDDER must demonstrate successful completion of at least two (2) similar projects, one of which must have a dollar value of at least seventy-five percent (75%) of the value bid for this PROJECT, both within the past five (5) years. The BIDDER must demonstrate that it has an experienced employee who will serve as the scheduler, who is dedicated to this PROJECT, and who has successfully employed scheduling techniques appropriate for this PROJECT. "Key Personnel" is defined as individuals who will be directly assigned to this PROJECT and includes, but is not limited to, the owner, the Principals of the BIDDER, the Project Manager, the Project Superintendent, the scheduler, the BIDDER's construction engineer, and supervisory personnel such as the foremen who will be directly assigned to this PROJECT. Resumes of Key Personnel must be submitted and accepted by the OWNER in order for BIDDER to receive the AWARD. "Successful completion" means completion of a project within the established schedule and budget.

1.1.2.2 **If requested by TOWN**, the three apparent lowest BIDDERS shall submit the following documentation for TOWN'S review and TOWN may base its award of a CONTRACT on the information submitted:

- A. Evidence of loss history and underwriting criteria
- B. BIDDER'S safety program, including Experience Modifier (EMR)
- C. List of SUBCONTRACTORS
- D. CPA certified audits for the past three fiscal years of operations
- E. List of references
- F. Similar documents deemed necessary by TOWN

The documents shall be submitted to TOWN no later than 72 hours following the TOWN's request.

1.1.2.3 TOWN may also conduct any investigation it deems necessary to determine the BIDDER'S ability to perform the WORK required by the CONTRACT DOCUMENTS. The purpose of requiring these documents is to assist TOWN in evaluating the ability of a potential CONTRACTOR to perform the WORK in accordance with the CONTRACT DOCUMENTS in a safe manner.

1.1.2.4 References provided by CONTRACTOR are an integral part of BIDDER's qualifications. References must be accurate. BIDDER authorizes TOWN's representative to verify any and all information from references contained herein and hereby releases all those concerned providing information as a reference from any liability in connection with any information they give.

1.2 PRE-BID CONFERENCE.

1.2.1 A pre-bid conference will be held on November 20, 2024 at 11:00 A.M. at the South Treatment Plant, located at 1006 South Tegner Street in Wickenburg, AZ. It is highly recommended that BIDDERS, CONTRACTORS, and other interested parties attend this conference that will be conducted by TOWN to answer questions. BIDDER responsibility issues will be discussed, along with PROJECT requirements.

1.3 SUBMITTING BIDS.

1.3.1 Bids to receive consideration shall be made in accordance with the following instructions:

1.3.1.1 Before submitting a bid, BIDDERS shall carefully examine the PLANS, read the SPECIFICATIONS and all other CONTRACT DOCUMENTS, visit the site of the WORK, fully inform themselves as to all existing conditions and limitations, and shall include sums in the bid covering the cost of each item included in the CONTRACT.

1.3.1.2 BIDDER shall include in the CONTRACT SUM all applicable taxes, permit fees and other costs to BIDDER.

1.3.1.3 BIDDER shall include in the CONTRACT SUM all allowances stated in the SPECIAL CONDITIONS of the CONTRACT DOCUMENTS.

1.3.1.3.1 Any required allowances are set forth in the SPECIAL CONDITIONS. Unless otherwise provided in the CONTRACT DOCUMENTS:

A. Allowances shall cover the cost to CONTRACTOR, less any applicable trade discount, of the MATERIALS, including equipment required by the allowance, delivered at the site, and all applicable taxes;

B. CONTRACTOR shall include overhead, profit, taxes, handling and other General Condition costs in the Base Bid to cover up to the amount of the total listed allowances.

Whenever the cost is more or less than the allowance, the CONTRACT PRICE shall be adjusted accordingly by CHANGE ORDER, the amount of which will recognize changes, if any, overhead, profit and other expenses.

1.3.1.4 Lump Sum and Unit Prices bid shall include overhead, profit, taxes, handling and other General Condition costs.

1.3.1.5 If the CONTRACT DOCUMENTS provide for multiple Town funding sources, the bid shall identify the funding source for each quantity in the bid as identified in the CONTRACT DOCUMENTS.

1.3.1.6 No bid will be considered unless it is made upon the bid forms contained in the book of CONTRACT DOCUMENTS. No bid shall be considered which is deemed as an irregular bid or which fails to conform in all material respects to the PLANS, SPECIFICATIONS and CONTRACT DOCUMENTS. Bids will be deemed irregular and will be considered non-responsive for any of the following reasons:

A. If the bid is on a form other than that furnished by TOWN or if the form is altered.

B. If the BIDDER does not supply, or has improper or inadequate state contractor's license(s), to perform the WORK.

C. If there are unauthorized additions, statements, interlineations, alterations, conditional or alternate bids or other irregularities of any kind.

D. If the BIDDER adds any provisions reserving the right to accept or reject an AWARD or to enter into a CONTRACT pursuant to an AWARD.

E. If the BIDDER fails to submit any document listed in Section 1.3.1.11 or, when requested, the BIDDER fails to submit any documents or information pursuant to Sections 1.1.2 and 1.1.2.2.

F. If numbers are not stated both in writing and in figures where so required. In case of a difference in written words and figures in a bid, the amount stated in written words shall govern unless obviously in error.

G. If the bid contains a summary or restatement of the WORK to be done.

H. If the addenda are not returned with the bid.

1.3.1.7 No oral or telephonic bids will be considered.

1.3.1.8 Bids shall be delivered to the office of TOWN Clerk, 155 N. Tegner, Suite A, Wickenburg, Arizona 85390 on or before the day and hour set for the opening of bids in the Notice and Call for Bids as published. Bids shall be submitted in a sealed envelope. The envelope shall be marked as indicated in the Notice and Call for Bids.

It is the sole responsibility of the BIDDER to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the BIDDER unopened.

1.3.1.9 Each and every provision of law and clause required by law to be inserted in the CONTRACT shall be deemed to be inserted so that the CONTRACT shall be read and enforced as though it were included therein.

1.3.1.10 BIDDERS shall familiarize themselves with the provisions of the laws, codes and regulations of the State of Arizona, Maricopa County, local agencies and municipalities that have jurisdiction at the SITE'S location. CONTRACTORS shall comply with, and require all SUBCONTRACTORS to comply with, all state and local contractors' license laws.

1.3.1.11 **BID SUBMITTAL:** The following documents shall be submitted with the bid:

- A. Completed and signed Bid Forms
- B. Bid Bond
- C. No Collusion Affidavit
- D. Bidder's Questionnaire
- E. Copy(s) of Bidder's State of Arizona Contractor's License(s).
- F. All addenda issued by the Town

1.3.1.12 Bids must remain valid for 90 days following bid opening.

1.4 **BID SECURITY.**

1.4.1 Each bid shall be accompanied by a certified check, cashier's check or bid bond from a surety company holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes, and any amendments thereto. The bonds shall be made payable and acceptable to TOWN. The bid bond shall be for an amount equal to at least ten percent (10%) of the bid, payable without condition to TOWN as a guarantee that the BIDDER, if awarded the CONTRACT, will promptly execute such CONTRACT in accordance with the bid and in manner and form required by these CONTRACT DOCUMENTS and will furnish good and sufficient bond for the faithful performance of the same. The surety bond shall not be executed by an individual surety or sureties. The check or bid bond of the successful BIDDER and the next two low bidders will be retained until the CONTRACT is signed and satisfactory bonds and certificates of insurance furnished, or other disposition made thereof. The check or bid bond of the other BIDDERS will be returned promptly after the bid opening.

1.5 **SPECIAL NOTICE.**

1.5.1 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.

1.6 WITHDRAWAL OF BID.

1.6.1 Any BIDDER may withdraw or revise his bid by telegraphic or written request (but not electronic mail), at any time prior to the expiration of the time for the opening of bids as set forth in the Notice and Call for Bids. Any withdrawal or revision must be done on a copy of the bid form and must be signed by the person indicated on the Authorized Signature Form.

1.7 INTERPRETATION OF PLANS AND DOCUMENTS.

1.7.1 If any person contemplating submitting a bid for the proposed WORK is in doubt as to the true meaning of any part of the PLANS, SPECIFICATIONS or other CONTRACT DOCUMENTS, or finds discrepancies in or omissions from the PLANS or SPECIFICATIONS, he may submit to ENGINEER a written request for an interpretation or correction thereof. The request must be made in writing and delivered at least six (6) days prior to bid opening. Any interpretation or correction of the CONTRACT DOCUMENTS will be made only by ADDENDUM. It is the responsibility of the BIDDER to verify if any ADDENDUM has been issued. TOWN will not be responsible for any other explanations or interpretations of the CONTRACT DOCUMENTS.

1.7.2 Should conflicts occur in or between Drawings and SPECIFICATIONS, CONTRACTOR is deemed to have estimated the more expensive of the two unless he has asked for and obtained a written decision as required in Section 1.7.1 before submission of his bid as to which method or MATERIALS will be required.

1.8 SUBSTITUTION OF MATERIAL OR EQUIPMENT.

1.8.1 Where an item or MATERIAL is specified by a trade or manufacturer's name, it is done for the purpose of establishing a basis of quality, and not for the purpose of limiting competition. ENGINEER's intent is to consider alternative products which have the desired essential characteristics. ENGINEER will consider any such product offered. Requests for approval of alternative products shall be made through BIDDERS bidding as prime contractors. No approvals for substitutions will be granted directly to suppliers, distributors, or subcontractors. Pursuant to A.R.S. § 34-104-C, the following procedures will be used:

BIDDERS desiring to submit alternative product proposals for prior approval of ENGINEER shall submit such proposals to ENGINEER at least eight (8) days prior to the original deadline for receiving bids, or any published extension thereof. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other MATERIALS, equipment or other work that incorporation of the substitute would require shall be included. ENGINEER will consider such request and either approve or reject all alternative product proposals submitted.

If, by the close of the fifth day prior to the deadline for receiving bids, ENGINEER has approved any alternative product proposals, the BIDDING DOCUMENTS shall be modified to include the alternative products. ENGINEER shall publish the modification in the same manner as the

original BIDDING DOCUMENTS at least five days prior to the deadline for receiving bids. ENGINEER's decision of approval or disapproval of a proposed substitute shall be final. After the AWARD of CONTRACT, the equivalency evaluations conducted during the bidding period may be reviewed by appointment with ENGINEER.

1.8.2 Whenever an item of MATERIAL or piece of equipment is specified with at least two named manufacturers and is followed by the words "No other manufacturers will be considered," only the listed manufacturers will be considered by TOWN and ENGINEER.

1.8.3 Whenever an item of MATERIAL or piece of equipment is specified with a named manufacturer, an "or equal" manufacturer shall apply whether the term "or equal" is listed or not listed within the SPECIFICATIONS.

1.9 ADDENDA.

1.9.1 Any ADDENDA issued during the time of bidding, shall become a part of the documents used by the BIDDER for the preparation of his bid, shall be covered by the bid and shall be made a part of the CONTRACT DOCUMENTS. It is the responsibility of the BIDDER to verify if any ADDENDUM has been issued.

1.10 AWARD OR REJECTION OF BIDS.

1.10.1 The CONTRACT will be awarded to the lowest responsible BIDDER determined from the Base Bid, plus any combination of Bid Alternates that TOWN may select, which comply with these instructions and the Notice and Call for Bids. TOWN, however, reserves the right to accept or reject any or all bids, to waive any informality or irregularity in the bids received or to withhold the AWARD for any reason TOWN determines. Bids will be received until the time and date designated in the Notice and Call for Bids. Bids received after the designated time set will be returned to the BIDDERS unopened.

1.10.2 Bids shall be opened in public and the bid amount read aloud. After the bid opening, TOWN shall analyze the bids and notify all BIDDERS of the name of the apparent low bidder or if the analysis results in a recommendation to award the CONTRACT to a BIDDER other than the apparent low BIDDER, the BIDDER who's recommended for award of the CONTRACT. This will be done by issuing a Notice of Apparent Lowest Responsible Bidder. Such notice shall be given at least four (4) days prior to the date set for the AWARD of the CONTRACT.

1.11 BIDDERS INTERESTED IN MORE THAN ONE BID.

1.11.1 No person, firm, or corporation shall be allowed to make, file or to be interested in more than one (1) bid for the same WORK unless alternate bids are called for. A person, firm, or corporation who has submitted a subproposal to a BIDDER, or who quoted prices on MATERIALS to a BIDDER, is not thereby disqualified from submitting a subproposal or quoting prices to other BIDDERS, but must quote the same subproposal or price to all BIDDERS.

1.12 CONTRACT AND BONDS.

1.12.1 The successful BIDDER shall execute and deliver a CONTRACT in the prescribed form and shall furnish the required bonds within ten (10) days after issuance of a written Notice of Award or his BID SECURITY shall be forfeited as provided elsewhere herein.

1.12.2 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 (100%) of the CONTRACT SUM and a PERFORMANCE BOND in an amount equal to one hundred percent (100%) of the CONTRACT SUM.

1.12.3 The form of CONTRACT that the successful BIDDER as CONTRACTOR will be required to execute and the forms of bonds which he will be required to furnish along with a form of insurance certificate are included in the CONTRACT DOCUMENTS. The CONTRACT, the bonds and the insurance certificate will be executed in five (5) original counterparts.

1.12.4 Bonding companies and insurance carriers shall be "Best Rated A" or better by the A.M. Best Company or comparable rating as determined at the sole discretion of TOWN. Each bond shall be executed by a surety (bonding company) duly licensed in and possessing a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance, pursuant to Title 20, Chapter 2, Article 11 and acceptable to TOWN. The Surety Bond shall not be executed by an individual surety or sureties. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in the State of Arizona. The Bonds shall have attached thereto a certified copy of Power of Attorney for the signed official executing the bonds.

1.13 ASSIGNMENT OF CONTRACT.

1.13.1 No assignment by CONTRACTOR of any CONTRACT to be entered into hereunder, or any part thereof, or of funds to be received thereunder by CONTRACTOR, will be recognized by TOWN unless such assignment has had prior approval of TOWN and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

1.14 PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER.

1.14.1 Plans are available online at the Town of Wickenburg website. Go to www.wickenburgaz.gov/bids for directions on how to view open bids.

1.15 CONTRACT TIME.

1.15.1 CONTRACTOR shall commence WORK under the CONTRACT on the day indicated in the NOTICE TO PROCEED or within ten (10) days thereafter and shall fully complete all WORK under the CONTRACT within 120 consecutive calendar days in accordance with Section 9.2. CONTRACTOR shall achieve FINAL COMPLETION within 120 calendar days in accordance with Section 9.2. No WORK shall commence prior to issuance of a NOTICE TO PROCEED, including mobilization on site. CONTRACTOR shall at all times during the

continuance of the CONTRACT prosecute the WORK with such force and equipment as are sufficient to complete it within the time specified.

1.16 NOTICE OF REQUIREMENT OF COMPLIANCE WITH PERMIT CONDITIONS.

1.16.1 This PROJECT includes work that will affect facilities of various agencies, including ADEQ and the Town of Wickenburg. Applicable licenses, permits and specifications are bound herein and CONTRACTOR shall comply with all such specifications and permit conditions.

1.17 ENGINEER.

1.17.1 This PROJECT will be coordinated by an ENGINEER, who will report the progress of the WORK and compliance with the CONTRACT DOCUMENTS to TOWN. Generally, ENGINEER will (1) oversee the progress of the WORK, (2) receive submittals, requests for information and other information from CONTRACTOR, (3) make recommendations to TOWN regarding CHANGE ORDERS and request for extensions of time, (4) make recommendations to TOWN regarding requests for payment, (5) maintain PROJECT records, (6) determine FINAL COMPLETION of the PROJECT, and (7) do other tasks related to the coordination of the WORK. ENGINEER will prepare a Procedures Manual for the PROJECT that describes the administrative procedures to be used on the PROJECT. CONTRACTOR shall familiarize himself with the requirements of the Procedures Manual.

1.17.2 ENGINEER will review and approve shop drawings, interpret the CONTRACT DOCUMENTS and make determinations regarding substitution of methods and MATERIALS. Other duties are set forth in the CONTRACT DOCUMENTS. Drawings and SPECIFICATIONS and copies thereof furnished by ENGINEER are and shall remain the property of TOWN. They are to be used only with respect to this PROJECT and are not to be used on any other PROJECT.

1.17.3 ENGINEER will be TOWN'S REPRESENTATIVE during the construction and until final payment to the CONTRACTOR is made. ENGINEER will advise and consult with TOWN. All instructions to CONTRACTOR shall be forwarded through ENGINEER. ENGINEER will have the authority to act on behalf of TOWN only to the extent provided in the CONTRACT DOCUMENTS. CONTRACTOR shall not be relieved from CONTRACTOR'S obligations to perform the WORK in accordance with the CONTRACT DOCUMENTS either by the activities or duties of ENGINEER MANAGER in its administration of the CONTRACT, or by inspections, tests or approvals required.

1.18 SEPARATE CONTRACTS

Separate CONTRACTS will be let by TOWN to perform other or additional work on or near the WORK covered by this CONTRACT. CONTRACTOR shall be responsible for coordinating the sequencing of the WORK under those separate CONTRACTs identified/listed in the SPECIAL CONDITIONS of the CONTRACT DOCUMENTS. The bid shall include an amount for the administration of the sequencing of these CONTRACTS. The requirements of Section 5.8 shall apply.

1.19 BID PROTESTS.

1.19.1 Any protest on any bid submitted to TOWN shall be made in writing to TOWN Clerk within seventy-two (72) hours of issuance of Notice of Apparent Lowest Responsible Bidder or such protest shall be waived. Protests will be heard and decided by TOWN Council.

PART II

GENERAL CONDITIONS

DEFINITIONS

Wherever in these SPECIFICATIONS, or in other CONTRACT DOCUMENTS, the following terms are used, the intent and meaning shall be interpreted as shown below. Additional definitions and abbreviations pertaining to this PROJECT will be found in the SPECIAL CONDITIONS.

2.1 DEFINITIONS.

ADDENDUM: A written and/or graphic supplement to any of the CONTRACT DOCUMENTS issued, in writing, after ADVERTISEMENT of but prior to the opening of the bids for a CONTRACT.

ADVERTISEMENT: The public announcement, as required by law, inviting bids for WORK to be performed or MATERIALS to be furnished.

AWARD: The formal action of TOWN Council in accepting a bid.

BID SECURITY: Refers to the certified check, cashier's check or surety bond which is required to be submitted with the bid to insure execution of the CONTRACT and the furnishing of the required bonds and insurance certificates.

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

CHANGE ORDER: A written order issued by TOWN directing CONTRACTOR to make changes in the WORK or to perform extra work, and setting forth conditions for payment and adjustment in time of completion.

CLERK: The duly authorized person who performs the duties of Clerk of TOWN.

CONTRACT: The written instrument executed by CONTRACTOR and TOWN by which CONTRACTOR is bound to furnish all labor, equipment and MATERIALS, to perform the WORK specified and by which TOWN is obligated to compensate CONTRACTOR therefore at the prices set forth therein. The CONTRACT DOCUMENTS are herewith by reference made a part of the CONTRACT as if fully set forth therein.

CONTRACT DOCUMENTS: The words "CONTRACT DOCUMENTS" include the Notice and Call for Bids, Information for BIDDERS and Bidding Requirements, General Conditions, SPECIAL CONDITIONS, SPECIFICATIONS, Bid, CONTRACT, CONSTRUCTION SCHEDULE, PAYMENT BOND, PERFORMANCE BOND, PLANS, ENGINEER'S INSTRUCTION BULLETINS and all ADDENDA and Modifications thereto. A Modification is (1) a written amendment to the CONTRACT signed by both parties, (2) a

CHANGE ORDER, (3) a written interpretation issued by ENGINEER, or (4) a written order for a minor change in the WORK issued by ENGINEER.

CONTRACT SCHEDULE: The schedule produced by CONTRACTOR in response to the requirements of Section 5.1.

CONTRACT SUM: The total amount payable by TOWN to CONTRACTOR for the performance of the WORK under the CONTRACT DOCUMENTS. The CONTRACT SUM is the amount stated in the CONTRACT and adjusted by any CHANGE ORDER issued pursuant to the CONTRACT DOCUMENTS.

CONTRACT TIME: The time set forth in the CONTRACT for completion of the WORK required by the CONTRACT DOCUMENTS.

CONTRACTOR: The individual, firm, partnership or corporation that has entered into a CONTRACT with TOWN for the WORK. CONTRACTOR is required by law to be licensed in the classification of the WORK to be performed and will perform work or render services as a prime contractor.

DAYS: Unless otherwise designated, days will be understood to mean calendar days.

ENGINEER: The Architectural or Engineering firm designated by TOWN to prepare PLANS and SPECIFICATIONS for the WORK, to make interpretations of the CONTRACT DOCUMENTS, to review and approve shop drawings and to perform other duties as set forth in the CONTRACT between TOWN and ENGINEER. ENGINEER shall oversee the construction of the PROJECT.

FINAL COMPLETION: The date, more fully described in Section 9.2.2, when all items of the WORK are completely finished with no items of any scope outstanding or remaining to be completed, and all known defective work has been corrected.

IMPROVEMENTS: Means the same as "WORK."

INITIAL CONTRACT SCHEDULE: The schedule prepared by CONTRACTOR in accordance with Section 5.1 and which includes the MILESTONE AND COMPLETION DATES specified in the CONTRACT DOCUMENTS.

MATERIALS: The word "MATERIALS" includes, in addition to material incorporated in the PROJECT, equipment and other supplies used in the performance of the WORK.

NOTICE OF APPARENT LOWEST RESPONSIBLE BIDDER: The notice given to inform all bidders of TOWN staff's determination of the lowest responsible BIDDER and its recommendation for AWARD of the CONTRACT.

NOTICE OF AWARD: The notice given to inform the successful BIDDER of the AWARD of the CONTRACT.

NOTICE TO PROCEED: A directive issued by TOWN authorizing CONTRACTOR to start the WORK or IMPROVEMENTS required in the CONTRACT.

PAYMENT BOND: A bond furnished by CONTRACTOR and an acceptable surety, in compliance with the requirements set forth in the CONTRACT DOCUMENTS, for the purpose of guaranteeing that CONTRACTOR promptly pays all monies due persons supplying labor or material to be used in prosecution of the CONTRACT.

PERFORMANCE BOND: A bond furnished by CONTRACTOR and an acceptable surety, in compliance with the requirements set forth in the CONTRACT DOCUMENTS, for the purpose of guaranteeing the faithful performance and completion of the WORK covered by the CONTRACT.

PLANS: All approved drawings or reproductions thereof pertaining to details of the WORK and which are made a part of the CONTRACT DOCUMENTS.

PROJECT: Means the same as "WORK" as defined below.

SITE: The area on which WORK is to be done as described in the CONTRACT DOCUMENTS.

SPECIAL CONDITIONS: Those terms and conditions applicable to the WORK which are specifically set forth in the SPECIAL CONDITIONS section of the CONTRACT DOCUMENTS.

SPECIFICATIONS: The descriptions, directions, provisions and requirements for performing the WORK as contained in the CONTRACT DOCUMENTS.

SUBCONTRACTOR: Those having a CONTRACT with CONTRACTOR for the performance of any WORK or supplying any MATERIALS required by the CONTRACT DOCUMENTS.

TOWN'S REPRESENTATIVE OR TOWN'S AGENT: The authorized representative of TOWN, assigned to the PROJECT WORK, the PROJECT Site or any part thereof during the performance of the WORK by CONTRACTOR and until final acceptance.

TOWN: TOWN of Wickenburg, Arizona.

WORK: The word "WORK," "IMPROVEMENTS" or "PROJECT" includes any or all of the IMPROVEMENTS mentioned and authorized to be made, and the construction, reconstruction, and repair of all or any portion of such IMPROVEMENTS, and all labor, services, incidental expenses and material necessary or incidental thereto.

WORK DIRECTIVE: Supplemental drawings or instructions, which may be issued as necessary from time to time to make clear or define in greater detail the intent of the drawings and SPECIFICATIONS. A CHANGE ORDER shall accompany a WORK DIRECTIVE if extra cost and/or time are known to be involved.

WORKING DAYS: Calendar days exclude Saturday, Sunday and Town
recognized legal holidays. In the event of a change, CONTRACTOR shall notify ENGINEER.

PART III

GENERAL CONDITIONS

AWARD AND EXECUTION OF CONTRACT

3.1 AWARD.

3.1.1 As soon as practicable after the date of opening the bids, the TOWN Council will AWARD the CONTRACT to the lowest responsible and responsive BIDDER or will reject all bids.

3.1.2 A NOTICE OF AWARD will be sent to the successful BIDDER by certified mail and shall be considered issued on the day sent.

3.1.3 The low bid will be determined by the lowest net total from a fully qualified and responsible BIDDER arrived at by combining the BIDDER'S lump sum and unit price totals or lump sum base bid price and the bid prices of the alternates that are selected and accepted by TOWN. TOWN may accept or reject any or all alternates.

3.2 EXECUTION OF CONTRACT.

3.2.1 The successful BIDDER shall, within the time specified in Information for Bidders and Bidding Requirements, execute the CONTRACT, and shall file insurance policies and/or certificates of insurance as required herein. If CONTRACTOR fails or refuses to enter into the CONTRACT within the time stated, TOWN may declare a forfeiture of his BID SECURITY as liquidated damages for failure to enter into the CONTRACT.

3.2.2 Execution of the CONTRACT by CONTRACTOR is a representation that CONTRACTOR has visited the SITE, become familiar with the local conditions under which the WORK is to be performed, and has correlated personal observations with the requirements of the CONTRACT DOCUMENTS.

3.3 CONTRACTOR'S INSURANCE.

3.3.1 General: CONTRACTOR agrees to comply with all Town ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of CONTRACTOR, CONTRACTOR shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A or above with policies and forms satisfactory to TOWN. Failure to maintain insurance as specified may result in termination of this CONTRACT at TOWN's option.

3.3.2 No Representation of Coverage Adequacy: By requiring insurance herein, TOWN does not represent that coverage and limits will be adequate to protect CONTRACTOR. TOWN reserves the right to review any and all of the insurance policies and/or endorsements cited in this CONTRACT but has no obligation to do so. Failure to demand such evidence of

full compliance with the insurance requirements set forth in the CONTRACT DOCUMENTS or failure to identify any insurance deficiency shall not relieve CONTRACTOR from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of the CONTRACT.

3.3.3 Additional Insured: All insurance coverage and self-insured retention or deductible portions, except Workers Compensation Insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of the CONTRACT, TOWN, ENGINEER, their agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this CONTRACT DOCUMENTS.

3.3.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all WORK or services required to be performed under the terms of subject CONTRACT is satisfactorily performed, completed and formally accepted by TOWN, unless specified otherwise in this CONTRACT DOCUMENTS.

3.3.5 Primary Insurance: CONTRACTOR'S insurance shall be primary insurance as respects performance of subject CONTRACT and in the protection of TOWN as an Additional Insured.

3.3.6 Occurrence Basis: All insurance coverage shall be on an occurrence basis and not a claims made basis.

3.3.7 Waiver: All policies, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against TOWN, its agents, representatives, officers, directors, officials and employees for any claims arising out of the WORK. CONTRACTOR shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

3.3.8 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to TOWN. CONTRACTOR shall be solely responsible for any such deductible or self-insured retention amount. TOWN, at its option, may require CONTRACTOR to secure payment or such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

3.3.9 Use of Subcontractors: If any WORK under the CONTRACT DOCUMENTS is subcontracted in any way, CONTRACTOR shall execute a written agreement with SUBCONTRACTOR containing the same Indemnification Clause and Insurance Requirements set forth herein protecting TOWN and CONTRACTOR. CONTRACTOR shall be responsible for executing the agreement with SUBCONTRACTOR and obtaining Certificates of Insurance verifying the insurance requirements.

3.3.10 Evidence of Insurance: Prior to commencing any WORK under the CONTRACT DOCUMENTS, CONTRACTOR shall furnish TOWN with Certificate(s) of Insurance, or formal endorsements as required by the CONTRACT DOCUMENTS, issued by CONTRACTOR's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage specified in the CONTRACT DOCUMENTS and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as evidence of coverage, TOWN shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this CONTRACT. Such certificates shall identify the PROJECT. If any of the above-cited policies expire during the life of the CONTRACT, it shall be CONTRACTOR'S responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

3.3.10.1 TOWN and ENGINEER, their agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

- a) Commercial General Liability – Under ISO Form CG 20 10 11 85 or equivalent.
- b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
- c) Excess Liability – Follow Form to underlying insurance as required.

3.3.10.2 CONTRACTOR'S insurance shall be primary insurance as respects performance of CONTRACT.

3.3.10.3 All policies, including Workers Compensation, waive rights of recovery (subrogation) against TOWN, its agents, representatives, officers, directors, officials and employees for any claims arising out of WORK performed by CONTRACTOR under the CONTRACT DOCUMENTS.

3.3.10.4 Certificate shall cite thirty (30) day advance notice cancellation provision.

3.3.11 REQUIRED COVERAGE.

3.3.11.1 Commercial General Liability: CONTRACTOR shall maintain "occurrence" form Commercial General Liability insurance with a policy limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate, and a \$3,000,000 General Aggregate Limit on a per project basis endorsed by means of ISO Endorsement CC-2503 1185 or equivalent. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Offices, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insureds clause. To the fullest extent allowed by law, for claims arising out of the performance of this CONTRACT, TOWN, ENGINEER, their agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10 11

85, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in TOWN, but only with respect to liability arising out of “your work” for that insured by or for you.” CONTRACTOR, its successors and or assigns, is required to maintain Commercial General Liability insurance as specified hereunder for a minimum period of three (3) years following completion and acceptance of subject WORK. CONTRACTOR shall submit Certificate of Insurance evidencing such Commercial General Liability insurance during said three year period containing all of the insurance requirements set forth herein including naming TOWN, ENGINEER, their agents, representatives, officers, directors, officials and employees as Additional Insured as required. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

3.3.11.2 Vehicle Liability. CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of \$3,000,000 for each occurrence on CONTRACTOR’s owned, hired, and non-owned vehicles assigned to or used in the performance of the WORK. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of the WORK, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. To the fullest extent allowed by law, for claims arising out of the performance of this CONTRACT, TOWN, ENGINEER, their agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Officers, Inc. Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

3.3.11.3 Worker’s Compensation Insurance: CONTRACTOR shall maintain Worker Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR’s employees engaged in the performance of the WORK and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

3.3.11.4 Builder’s “All Risk”: CONTRACTOR shall maintain Builder’s “All Risk” Insurance in an amount not less than one hundred percent (100%) of the CONTRACT price. Such policy shall include coverage for fire, lightening, vandalism, malicious mischief, riot, civil commotion, smoke, sprinkler leakage, water damage, windstorm, hail, earthquake, landslide, flood and collapse or loss due to the results of faulty workmanship during the CONTRACT TIME and until Final Acceptance of the WORK by TOWN. On pipeline and similar Projects where fire hazard is negligible or nonexistent, TOWN may waive the requirement for fire insurance.

3.3.11.5 Railroad Protection Liability: If the WORK involves a railroad right-of-way (as described in the SPECIAL CONDITIONS), Railroad Protective Liability Insurance coverage is required in the amounts set forth in the SPECIAL CONDITIONS.

3.4 REQUIREMENT OF CONTRACT BONDS.

3.4.1 Concurrently with the execution of the CONTRACT, CONTRACTOR shall furnish TOWN the following bonds, which shall become binding upon the AWARD of the CONTRACT to CONTRACTOR:

3.4.1.1 A PERFORMANCE BOND in conformance with Section 1.12 and in an amount equal to the full CONTRACT SUM conditioned upon the faithful performance of the CONTRACT in accordance with PLANS, SPECIFICATIONS and Conditions thereof. Such bond shall be solely for the protection of TOWN. The Performance Bond shall remain in force the greater of (a) two years after FINAL COMPLETION of the WORK, or (b) until the expiration of all warranties and guarantees as required by the CONTRACT.

3.4.1.2 A PAYMENT BOND in conformance with Section 1.12 and in an amount equal to the full CONTRACT SUM solely for the protection of the claimants supplying labor or MATERIALS to CONTRACTOR or his SUBCONTRACTORS in the prosecution of the WORK provided for in such CONTRACT. The Payment Bond shall remain in effect for at least one year after FINAL COMPLETION of the WORK.

3.4.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court.

3.4.3 Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The bonds shall be made payable and acceptable to TOWN. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

3.5 INDEMNIFICATION OF THE TOWN AGAINST LIABILITY.

3.5.1 To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, appear, defend and hold harmless TOWN, ENGINEER ("Indemnitees") and their respective consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the WORK, or on account of any act, claim or amount arising or recovered from the Workers' Compensation law, or arising out of the failure of CONTRACTOR or those acting under CONTRACTOR to perform the WORK according to any federal or state statutes, ordinances, regulations, laws or court decree. It is the intent that Indemnitees shall, in all instances, be indemnified against all liability losses and damages of any nature whatsoever, for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of the

WORK, regardless of whether or not caused in part by any act of a person or entity indemnified hereunder. This provision shall survive termination or cancellation of the CONTRACT DOCUMENTS. The fact that not every claim, cost, loss or damage incurred may not be covered by CONTRACTOR does not diminish the indemnification obligation contained in this Section.

3.5.2 If any claim, action or proceeding is brought against Indemnitees by reason of any event that is the subject of this CONTRACT and or described herein, upon demand made by Indemnitees, CONTRACTOR, at its sole cost and expense, shall pay, resist or defend such claim or action on behalf of Indemnitees by an attorney of CONTRACTOR, or if covered by insurance CONTRACTOR's insurer, all of which must be approved by Indemnitees, which approval shall not be unreasonably withheld or delayed. Indemnitees shall cooperate with all reasonable efforts in the handling and defense of such claim(s). Included in the foregoing, Indemnitees may engage its own attorney to defend or assist in its defense. Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by Indemnitees, which approval shall not be unreasonably withheld or delayed. If CONTRACTOR neglects or refuses to defend Indemnitees as provided by this CONTRACT, any recovery or judgment against Indemnitees for a claim covered under this CONTRACT shall conclusively establish CONTRACTOR's liability to Indemnitees in connection with such recovery or judgment, and if Indemnitees desires to settle such dispute, Indemnitees shall be entitled to settle such dispute in good faith and CONTRACTOR shall be liable for the amount of such settlements and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

3.6 SAFETY WARRANTY.

3.6.1 CONTRACTOR shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code. CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as ENGINEER may determine, reasonably necessary to protect the life and the health of employees on the job, the safety of the public and to protect property in connection with the performance of the WORK. Precaution shall be exercised by CONTRACTOR at all times for the protection of persons (including employees and Town representatives) and property. CONTRACTOR shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State occupational safety and health acts, and standards and regulations promulgated thereunder.

3.6.2 CONTRACTOR warrants that CONTRACTOR is aware of and understands the hazards presented to persons, property and the environment relating to and arising out of the WORK. In the event CONTRACTOR or any of CONTRACTOR's SUBCONTRACTORS are working or operating in an unsafe manner, CONTRACTOR shall immediately take full and appropriate steps to assure the safety of those working in the job site. CONTRACTOR acknowledges TOWN's right under this CONTRACT to stop work if TOWN determines the WORK is not proceeding in a safe manner and may result in injury to persons or property. TOWN and ENGINEER shall not be liable for the costs incurred by CONTRACTOR if the

WORK is stopped for safety reasons. The ENGINEER, with Town approval, shall issue a stop work order until the violation ceases. The ENGINEER shall immediately notify CONTRACTOR in writing of the reasons WORK was stopped.

3.7 NOTICE TO PROCEED.

CONTRACTOR or SUBCONTRACTORS shall not start WORK on any part of the PROJECT until NOTICE TO PROCEED has been issued by TOWN. The NOTICE TO PROCEED will be sent to CONTRACTOR by certified mail or delivered to him in person. The date for the official start of the CONTRACT will be set forth in the NOTICE TO PROCEED. The NOTICE TO PROCEED shall not be issued until the CONTRACT has been executed and all insurance, bonds and other required documents have been submitted to TOWN.

PART IV

GENERAL CONDITIONS

COMMENCEMENT, PROSECUTION AND PROGRESS

4.1 COMMENCEMENT.

4.1.1 Within fourteen (14) days after the NOTICE OF AWARD, a pre-construction conference will be held to establish a working understanding among the parties as to the WORK and to discuss the schedules referred to in Section 5.1, procedures for handling submittals, processing Applications for Payment, and maintaining required records.

4.1.1.1 The conference shall be attended by: CONTRACTOR and his superintendent, Principal SUBCONTRACTORS, Representatives of principal suppliers and manufacturers as appropriate, ENGINEER, Representatives of TOWN, Others as requested by CONTRACTOR, OWNER, or ENGINEER.

4.1.1.2 . The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include but not be limited to:

Discussion of CONTRACTOR's INITIAL CONTRACT SCHEDULE (See Section 5.1).

Transmittal, review, and distribution of CONTRACTOR's submittals.

Processing applications for payment.

Maintaining record documents.

Critical work sequencing.

ENGINEER'S INSTRUCTION BULLETINS and CHANGE ORDERS.

Use of premises, office and storage areas, security, housekeeping, and TOWN's needs.

Major equipment deliveries and priorities.

CONTRACTOR's Safety Program.

4.1.1.3. ENGINEER will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

4.1.2 CONTRACTOR shall commence WORK on or before the tenth (10th) day after the date set forth in the NOTICE TO PROCEED, and shall complete all WORK under the CONTRACT within the CONTRACT TIME. The NOTICE TO PROCEED will be issued no

later than thirty (30) DAYS after the NOTICE OF AWARD unless otherwise agreed upon in writing, or as may be specified in the SPECIAL CONDITIONS.

4.2 SUBCONTRACTORS.

4.2.1 Subcontracts shall be in accordance with, and CONTRACTOR shall be bound by, the following provisions:

All subcontracts shall be subject to review and acceptance by TOWN.

All subcontracts shall be in writing and shall provide that all WORK to be performed thereunder shall be performed in accordance with the terms of the CONTRACT.

All SUBCONTRACTORS whose total PROJECT value exceeds \$100,000.00 shall provide PAYMENT and PERFORMANCE BONDS that meet the same requirements as bonds required for CONTRACTOR.

True copies of any and all subcontracts shall be furnished to TOWN; however, prices may be omitted.

The subcontracting of any part of the WORK will in no way relieve CONTRACTOR of his responsibility or liability or obligation under the CONTRACT.

All subcontracts and purchase orders for equipment shall state guaranteed delivery dates, at such times as determined by CONTRACTOR that will allow CONTRACTOR to complete the PROJECT within the CONTRACT TIME.

4.2.2 If TOWN or ENGINEER has reasonable objection to any proposed SUBCONTRACTOR, CONTRACTOR shall submit a substitute to whom TOWN and ENGINEER have no reasonable objection, and the CONTRACT SUM shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate CHANGE ORDER shall be issued.

4.2.3 CONTRACTOR shall make no substitution for any SUBCONTRACTOR, person or entity previously selected if TOWN or ENGINEER make reasonable objection to such substitution.

4.3 CONTRACTOR'S REPRESENTATIVE AND EMERGENCIES.

4.3.1 CONTRACTOR shall at all times be present at the WORK in person or represented by a competent superintendent who shall supervise and direct the WORK and shall be authorized by CONTRACTOR to receive and fulfill instructions from ENGINEER.

4.3.2 CONTRACTOR shall supervise and direct the WORK. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall employ and maintain on the SITE a qualified supervisor or superintendent who shall be designated in writing by CONTRACTOR as CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as if given to CONTRACTOR. The supervisor shall be present on the SITE at all times as required to perform adequate supervision and coordination of the WORK.

4.3.3 Emergencies that may arise during the progress of the WORK may require special effort or require extra shifts of men to continue the WORK beyond normal working hours. CONTRACTOR shall be prepared in case of such emergencies from whatever cause, to do all necessary WORK promptly.

4.4 CONTRACT DOCUMENTS.

4.4.1 CONTRACTOR shall keep at the SITE a copy of the CONTRACT DOCUMENTS and shall at all times give ENGINEER access thereto.

4.4.2 The documents that make up the CONTRACT DOCUMENTS are intended to be complete and complementary, and to prescribe a complete WORK which CONTRACTOR shall perform in a manner acceptable to ENGINEER and in full compliance with the terms of the CONTRACT. CONTRACTOR shall provide TOWN with a complete and operable WORK, even though the PLANS and SPECIFICATIONS may not specifically call out all items or items of work required of CONTRACTOR to complete his task. If any omissions are made of information necessary to carry out the full intent and meaning of the CONTRACT DOCUMENTS, CONTRACTOR shall immediately notify ENGINEER, who shall immediately notify ENGINEER. ENGINEER will make the necessary corrections for furnishing of detailed instructions. In case of discrepancies, the more stringent requirement shall govern.

4.4.3 Any drawings or PLANS listed anywhere in the SPECIFICATIONS or ADDENDA thereto shall be regarded as a part thereof and of the CONTRACT. Anything mentioned in these SPECIFICATIONS and not indicated on the PLANS and not mentioned in these SPECIFICATIONS shall be of the same force and effect as if indicated or mentioned in both.

4.4.4 CONTRACTOR shall perform the WORK in accordance with the lines, grades, cross sections, and dimensions indicated on the PLANS and detailed drawings.

4.4.5 Unless otherwise specified in the SPECIAL CONDITIONS, CONTRACTOR shall furnish all MATERIALS, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including, but not limited to, dust and traffic control measures, and to perform all WORK involved in executing the CONTRACT in a satisfactory and workmanlike manner within the CONTRACT TIME.

4.4.6 Anything in the CONTRACT DOCUMENTS notwithstanding, CONTRACTOR accepts the responsibility of constructing a watertight, weather tight PROJECT.

4.5 ERRORS AND OMISSIONS.

4.5.1 The PLANS are presumed to be correct, but CONTRACTOR shall be required to check carefully all dimensions before beginning the WORK. If any errors or omissions are discovered, ENGINEER shall be notified in writing. ENGINEER shall immediately notify ENGINEER who will then make such corrections, and interpretations as may be deemed necessary for fulfilling the intent of the PLANS and SPECIFICATIONS and shall issue appropriate ENGINEER'S INSTRUCTION BULLETINS. Any such adjustments made by CONTRACTOR without prior review and acceptance shall be at his own risk. The settlement of any complication or disputed expenses arising from such adjustment shall be made by CONTRACTOR at his own expense.

4.6 QUALIFICATIONS FOR EMPLOYMENT.

4.6.1 No person under the age of sixteen (16) years for normal occupations, no person under the age of eighteen (18) years in hazardous occupations and no person currently serving a sentence in a penal or correctional institution shall be employed to perform any WORK under this CONTRACT. Each person working must provide proof of United States citizenship or legal work identification.

4.7 CHARACTER OF WORKERS.

4.7.1 CONTRACTOR shall have in place and enforce a drug-free workplace policy that complies with the requirements of the Drug-Free Workplace Act.

4.7.2 CONTRACTOR shall at all times employ sufficient labor and equipment for prosecuting the several classes of WORK to full completion in the manner and time required by the CONTRACT DOCUMENTS.

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

4.7.4 CONTRACTOR shall at all times enforce strict discipline and good order among its workmen and shall not permit the use of alcohol or controlled substances (without a medical authorization) at the SITE.

4.7.5 Any person employed by CONTRACTOR or any SUBCONTRACTOR who, in the opinion of ENGINEER does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of ENGINEER be removed from the WORK by CONTRACTOR or SUBCONTRACTOR employing such persons, and shall not be employed again in any portion of the WORK without the approval of ENGINEER. CONTRACTOR or SUBCONTRACTOR shall hold TOWN harmless from damages or claims for compensation that may occur in the enforcement of this section.

4.7.6 Should CONTRACTOR or SUBCONTRACTOR fail to remove such person as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of

the WORK, TOWN may suspend the WORK by written notice until such orders are complied with.

4.8 MAINTENANCE OF TRAFFIC.

4.8.1 CONTRACTOR shall submit a Traffic Control Plan to TOWN'S traffic engineer. No work shall begin until a Traffic Control Plan has been approved, unless authorized in writing by the ENGINEER. CONTRACTOR shall coordinate with the various agencies both commercial and public, involved in the collection and removal of trash and garbage, so that adequate services are maintained.

4.8.2 Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, motels, hospitals, fire stations, police stations, residential properties and establishments of a similar nature.

4.8.3 Grading operations, roadway excavation and fill construction shall be conducted and maintained in such a manner as to provide a reasonably satisfactory and safe surface for vehicular and pedestrian traffic. When rough grading is completed, the roadbed shall be brought to and maintained in a reasonably smooth condition, satisfactory and safe for vehicular traffic at the posted speed limit. Pedestrian walkways shall be provided and maintained in a like manner. CONTRACTOR shall accomplish any additional grading operations and/or repairs, including barricade replacement or repairs during working and non-working periods which, in the opinion of ENGINEER, are required.

4.8.4 In the event of abnormal weather conditions, such as windstorms and rainstorms, CONTRACTOR shall immediately inspect his WORK area and take all necessary actions to insure that public access and safety are maintained.

4.8.5 CONTRACTOR shall provide ENGINEER with the emergency phone number of his representatives.

4.9 CLEANUP AND DUST CONTROL.

4.9.1 Throughout all phases of construction, including suspension of WORK, and until final acceptance of the PROJECT, CONTRACTOR shall keep the WORK area clean and free from rubbish, excess material and debris generated by construction activities.

4.9.2 CONTRACTOR shall take whatever steps, procedures or means required to prevent any dust nuisance due to his construction operations. The dust control measures shall be maintained at all times to the satisfaction of ENGINEER and in accordance with the requirements of the Maricopa County Bureau of Air Control Rules and Regulations.

4.9.3 Failure of CONTRACTOR to comply with ENGINEER'S cleanup orders may result in an order to suspend WORK until the condition is corrected. No additional compensation or time will be allowed as a result of such suspension and ENGINEER has the authority to take such other measures as may be necessary to remedy the situation.

4.10 SANITATION.

4.10.1 CONTRACTOR shall provide suitable and adequate sanitary conveniences for the use of all persons employed on the PROJECT. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the PROJECT, all such sanitary conveniences shall be removed and the premises left in a sanitary condition.

4.10.2 CONTRACTOR shall cooperate with and follow directions of the Arizona Department of Public Health Services and the Maricopa County Health Department with respect to sanitation facilities. State and County Public Health Service representatives shall have access to the WORK wherever it is in preparation or progress, and CONTRACTOR shall provide proper facilities for such access and inspection.

4.11 WATER.

4.11.1 CONTRACTOR and each SUBCONTRACTOR shall supply adequate pure cool drinking water with individual drinking cups for the use of employees on this construction. The quality of drinking water shall meet all applicable federal, state and local standards for drinking water.

4.11.2 It shall be the responsibility of CONTRACTOR to provide and maintain, at his own expense, an adequate supply of water for his use for construction and to install and maintain necessary supply connections and piping for same. Before final acceptance of the completed PROJECT, all temporary connections and piping installed by CONTRACTOR shall be removed.

4.11.3 CONTRACTOR shall apply for a fire hydrant meter and pay for all construction water used at the current rates charged by TOWN, if CONTRACTOR desires to obtain water from the distribution system at any point.

4.12 CONSTRUCTION STAKING.

4.12.1 Construction staking will be made by CONTRACTOR in accordance with the technical requirements of Section 105.8 of the MAG Specifications unless otherwise provided in the SPECIAL CONDITIONS. CONTRACTOR shall provide and pay for all building layout staking, including elevations and all other PROJECT staking.

4.12.2 Replacement of construction stakes that have been knocked out due to CONTRACTOR'S WORK or lack of WORK, weather conditions, traffic, vandalism or utility contractors will be done at CONTRACTOR'S expense.

4.13 BLUE STAKE.

4.13.1 CONTRACTOR is required to notify Blue Stake (263-1100) prior to the excavation of any material in accordance with A.R.S. § 40-360.22. CONTRACTOR shall directly contact TOWN for marking of electrical for traffic signals, sprinkler and irrigation facilities.

4.14 UTILITIES SHOWN ON THE PLANS.

4.14.1 Regardless of what utilities are shown on the PLANS, it shall be CONTRACTOR'S responsibility to verify these locations and any additional lines which may exist through consulting with TOWN, utility companies and/or "Blue Stake."

4.14.2 Existing utilities are indicated on PROJECT PLANS in accordance with the best information available. CONTRACTOR shall notify all owners of utilities when his WORK is in progress and shall make such arrangements as are necessary to make any emergency repair to any utility, in a manner satisfactory to TOWN of a damaged utility line, including individual or house service utility lines.

4.14.3 No extra compensation will be made for the repair of any individual or house service utility or utility lines damaged by CONTRACTOR'S labor forces or equipment, nor for any damage incurred through neglect or failure to provide protective barriers, lights and other devices or means required to protect such existing utilities.

4.14.4 CONTRACTOR shall expose all sanitary and storm sewers, water, gas, electric, telephone utility lines, and other underground structures that might interfere with the WORK, in order to permit survey location prior to construction.

4.14.5 CONTRACTOR shall assume full responsibility for damages to any underground facility/utility properly shown on the Plans or properly located by the Utility Owner, as a result of failing to obtain information as to its location, failing to excavate in a careful and prudent manner (as defined in MAG Spec's), or failing to take measures for protection of the facilities/utilities. The Contractor is liable to the Owner of the Underground Facility/Utility for the total cost of the repair.

4.15 UTILITIES NOT SHOWN ON THE PLANS.

4.15.1 If utility lines are encountered which are not shown on the PLANS, and not located, or incorrectly located by the Utility Owner, other than individual or house service utility lines, and these lines are damaged or work is required to clear same, then MAG Spec Section 109.8 and A.R.S. § 40-360 shall apply.

4.15.2 The work necessary for the raising, lowering, or relocating of any such utility shall be at the Utility Owner's expense. The necessary WORK may be done by the Utility Owner or by CONTRACTOR, or as a collaborative effort, at the option of the Utility Owner. All WORK shall be in accordance with the standards of TOWN and the Utility Owner.

4.15.3 In most cases, individual or house service utility lines are not shown on the PLANS. It shall be CONTRACTOR'S responsibility to locate and protect these individual or house services. If, due to 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 TOWN. In addition, the cost of location, protection, and working around these individual or house service utility lines shall be included in CONTRACTOR'S bid for the WORK under this CONTRACT.

4.16 DRIVEWAYS AND WALKS.

4.16.1 Inconvenience caused by digging across driveways and sidewalks shall be kept to a minimum by restoring the serviceability of the drive or sidewalk as soon as possible. Before blocking driveways, CONTRACTOR shall notify the property owner. CONTRACTOR shall replace or repair any damage done to driveways and walks to not less than the condition existing prior to CONTRACTOR'S WORK. If it is necessary to leave an excavation open across driveways or sidewalks, CONTRACTOR shall provide temporary relief in the form of steel plates over the excavation.

4.16.2 Temporary paving replacement in front of business establishments shall be placed immediately following backfill and shall remain in place until the condition of the backfill is suitable for permanent pavement replacement.

4.16.3 Direct access shall be provided at all times to fire engine hoses, fire hydrants, hospitals, police stations, and at all other agencies or services where emergencies may require immediate access to same.

4.17 TREES AND SHRUBBERY.

4.17.1 All trees and shrubbery within the right-of-way or easements shall be protected by CONTRACTOR insofar as practicable. No trees or shrubbery shall be removed without the prior approval of TOWN.

4.17.2 In the event shrubbery or trees must be trimmed or removed, CONTRACTOR shall notify the property owner to do so within a reasonable time prior to construction. All shrubbery or trees not removed by the property owner shall be trimmed or removed by CONTRACTOR and hauled from the job at CONTRACTOR'S expense.

4.17.3 All trees, shrubs, hedges, brush, etc., designated on the PLANS, or by ENGINEER for removal, shall be completely removed and disposed of as indicated on the PLANS or specified.

4.18 IRRIGATION DITCHES AND STRUCTURES.

4.18.1 CONTRACTOR shall contact the owners of any ditches, irrigation lines, and appurtenances which interfere with the WORK and shall make arrangements for dry-up or scheduling of water deliveries. CONTRACTOR shall be liable for any damage due to irrigation facilities damaged by his operations and shall repair such damaged facilities to an "equal or better than" original condition.

4.19 ROADS AND FENCES.

4.19.1 Streets and roads subjected to interference by the prosecution of this WORK shall be kept open in compliance with Section 4.9 and maintained by CONTRACTOR until the WORK is completed.

4.19.2 All fences located in easements, when damaged or temporarily removed, shall be restored to a condition equal to or better than the original condition. Such fences shall be restored at CONTRACTOR'S expense.

4.20 PROTECTION OF WORK AND CLEANING UP.

4.20.1 CONTRACTOR shall be responsible for the protection of all WORK until its completion and final acceptance, and he shall at his own expense, replace damaged or lost material, or repair damaged parts of the WORK, and CONTRACTOR and his Sureties shall be liable therefor.

4.20.2 CONTRACTOR shall remove from the vicinity of the completed WORK all plant, surplus material or equipment belonging to him or used under his direction during construction. All surplus excavated material, concrete, plaster and debris of all kinds shall be removed from TOWN'S premises, streets or portions of building or property at or adjacent to the site of the WORK excepting that select material which may be required for refilling or grading the surface. Salvage material shall be stored in areas designated by ENGINEER. Where an area is indicated to be "cleared," all the weeds, vegetation, shrubs and trees shall be removed unless they are specifically noted not to be removed.

4.21 METHODS AND EQUIPMENT.

4.21.1 The methods and equipment adopted by CONTRACTOR shall be such as will secure a satisfactory quality of WORK and will enable CONTRACTOR to complete the WORK in the time agreed upon. The selection and use of these methods and equipment is the responsibility of CONTRACTOR.

4.21.2 When the SPECIFICATIONS state the construction shall be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by ENGINEER. If CONTRACTOR desires to use a method or type of equipment other than those specified, he may make that request to ENGINEER, who shall immediately forward the request to ENGINEER. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that CONTRACTOR will be fully responsible for producing construction work in conformity with the SPECIFICATIONS. If, after trial use of the substituted methods or equipment, ENGINEER determines that the WORK produced does not meet the SPECIFICATIONS, CONTRACTOR shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods, equipment and quality, or take such other corrective action as ENGINEER may direct. No change will be made on the basis of payment of the construction items involved nor in CONTRACT TIME as a result of authorizing a change in methods or equipment under these provisions. CONTRACTOR may appeal a decision of ENGINEER under this Section to the TOWN'S REPRESENTATIVE. Any such appeal must be made in writing within forty-eight (48) hours of ENGINEER'S decision or the right to appeal is waived.

4.22 SUSPENSION OF WORK.

4.22.1 In case of suspension of WORK from any cause whatsoever, CONTRACTOR shall be responsible for the protection of all MATERIALS and equipment. CONTRACTOR shall provide suitable drainage and erect temporary structures where necessary to protect the MATERIALS and equipment.

4.23 DELAYS AND EXTENSION OF TIME.

4.23.1 If CONTRACTOR finds it impossible for reasons beyond his control to complete the WORK within the CONTRACT TIME as specified or as extended, he shall immediately submit a written request to ENGINEER for an extension of time setting forth therein the reasons that he believes will justify the granting of his request. CONTRACTOR'S plea that insufficient time was specified is not a valid reason for extension of time. If ENGINEER finds that the WORK was delayed because of conditions beyond the control and through no fault of CONTRACTOR, he may extend the CONTRACT TIME in such amount as the conditions justify. The extended CONTRACT TIME shall then be in full force and effect the same as though it were the original CONTRACT TIME.

4.23.2 In setting the CONTRACT TIME, it has been assumed that up to 2 WORKING DAYS may be lost as a result of weather conditions which will slow down the normal progress of WORK; therefore, no extensions in CONTRACT TIME will be allowed for the first 2 WORKING DAYS lost due to bad weather conditions. Attention is directed to the nearest weather bureau station in the vicinity of the WORK for determining the extremes of temperature, wind velocities and the amount and intensity of precipitation that can be expected.

4.23.3 To receive consideration, a request for extension of time must be made in writing to ENGINEER stating the reason for said request, and such request must be received by ENGINEER within forty-eight (48) hours following the end of the delay-causing condition.

4.23.4 ENGINEER shall ascertain the facts and extent of the delay, and its findings of the facts thereon shall be final and conclusive.

4.23.5 An extension of time may be granted by TOWN after the expiration of the time originally fixed in the CONTRACT or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration. Any extension of time shall not release the sureties upon any bond required under the CONTRACT.

4.23.6 TOWN's or ENGINEER's liability for delay from any cause shall be limited to granting a time extension to CONTRACTOR and there is no other obligation, expressed or implied, on the part of TOWN or ENGINEER to CONTRACTOR for delay from any cause. An extension of CONTRACT TIME shall not release the sureties of their obligations, which shall remain in full force until the discharge of the CONTRACT.

4.24 TOWN'S RIGHT TO CARRY OUT THE WORK.

4.24.1 If CONTRACTOR defaults or neglects to carry out the WORK in accordance with the CONTRACT DOCUMENTS, and fails within ten (10) DAYS after receipt of written notice from TOWN to commence and continue correction of such default or neglect with diligence and promptness, TOWN may without prejudice to any other remedy TOWN may have, make good such deficiencies. In such case an appropriate CHANGE ORDER shall be issued deducting from the payments then or thereafter due CONTRACTOR the cost of correcting such deficiencies, including compensation for ENGINEER'S additional services made necessary by such default, neglect or failure. If the payment then or thereafter due to CONTRACTOR is not sufficient to cover such amount, CONTRACTOR shall pay the difference to TOWN.

4.25 TERMINATION FOR BREACH OF CONTRACT.

4.25.1 If CONTRACTOR refuses or fails to prosecute the WORK or any separable part thereof in accordance with the PLANS AND SPECIFICATIONS or with such diligence as will ensure its completion within the time specified herein, or an extension thereof, or fails to complete such WORK within time, or if he or any of his SUBCONTRACTOR(S) should violate any of the provisions of the CONTRACT, TOWN may terminate this CONTRACT.

4.25.2 In the event of any such termination, TOWN shall immediately serve written notice thereof upon the Surety and CONTRACTOR, and the Surety shall have the right to take over and perform the CONTRACT; provided however, that if the Surety within fifteen (15) DAYS after the serving upon it of a notice of termination does not give TOWN written notice of its intention to take over and perform the CONTRACT and does not commence performance thereof within thirty (30) DAYS from the date of serving said notice, TOWN may take over the WORK and prosecute the same to completion by CONTRACT or by any other method TOWN may deem advisable. TOWN may, without liability for so doing, take possession of and utilize in completing the WORK such MATERIALS, appliances, plants and other property belonging to CONTRACTOR that may be on the site of the WORK and be necessary therefore. For any portion of such WORK that TOWN elects to complete by furnishing employees, MATERIALS, tools and equipment, TOWN shall be compensated for such in accordance with the schedule of compensation for force account work in the section on payment for changes in the WORK.

4.25.3 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to TOWN.

PART V

GENERAL CONDITIONS

CONTROL OF WORK

5.1 TIME OF WORK

5.1.1 Initial Contract Schedule.

Prior to the preconstruction meeting, CONTRACTOR shall furnish to ENGINEER one hard copy and one copy in electronic format of an INITIAL CONTRACT SCHEDULE.

The INITIAL CONTRACT SCHEDULE shall be based on and incorporate the CONTRACT Milestone and Completion Dates specified in the CONTRACT DOCUMENTS.

The INITIAL CONTRACT SCHEDULE shall indicate the detailed plan for the work to be completed in the first ninety (90) days of the CONTRACT; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of MATERIALS and equipment. WORK beyond ninety (90) days shall be shown in summary form.

5.1.1.1 The INITIAL CONTRACT SCHEDULE shall be a time-scaled Critical Path Method (CPM) type schedule, prepared in a Computer Software version that is acceptable to the ENGINEER.

5.1.1.2. The INITIAL CONTRACT SCHEDULE shall be cost loaded. The accepted cost loaded schedule will be used as a basis for monthly progress payments until acceptance of the CONTRACT SCHEDULE. Use of the INITIAL CONTRACT SCHEDULE for progress payments shall not exceed thirty (30) days.

5.1.1.3 Overall time of completion and time of completion for each milestone shown on the INITIAL CONTRACT SCHEDULE shall adhere to the times in the SPECIAL CONDITIONS, unless an earlier (advanced) initial time of completion is requested by CONTRACTOR and agreed to by ENGINEER. Any such agreement shall be formalized by a CHANGE ORDER.

ENGINEER will review the INITIAL CONTRACT SCHEDULE for conformance with the requirements of the CONTRACT DOCUMENTS. ENGINEER will return the INITIAL CONTRACT SCHEDULE with comments within seven (7) days after receiving it from CONTRACTOR.

5.1.2 Contract Schedule Development.

Within twenty-one (21) days after receiving the NOTICE TO PROCEED, CONTRACTOR shall submit a detailed proposed CONTRACT SCHEDULE presenting an orderly and realistic plan for completion of the WORK, in conformance with the requirements of the CONTRACT DOCUMENTS.

The proposed CONTRACT SCHEDULE shall furnish or comply with the following requirements:

- A. A time scaled cost loaded CPM type schedule.
- B. No activity on the schedule shall have a duration longer than fourteen (14) days, with the exception of fabrication and procurement activities, unless otherwise approved by ENGINEER if the PROJECT is a horizontal project (road, sewer, water improvements). Activity durations shall be the total number of actual days required to perform that activity, including consideration of weather impact on completion of that activity.
- C. Procurement of major equipment, through receipt and inspection at the SITE, identified as a separate activity.
- D. TOWN furnished MATERIALS and equipment, if any, identified as separate activities.
- E. Dependencies (or relationships) between activities.
- F. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or MATERIAL delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.
- G. The total cost of performing each activity. This cost shall be the total of labor, material, equipment, including overhead and profit. The sum of the costs for activities shall equal the total contract value.
- H. Fourteen (14) days for developing punch list(s), completion of punch list items, and final clean up for the WORK or any designated portion thereof. No other critical activities shall be scheduled during this period.
- I. Interface with the WORK of other contractors (or entities).

CONTRACTOR shall submit to ENGINEER one hard copy and one copy in electronic format of the CONTRACT SCHEDULE.

ENGINEER will review the proposed CONTRACT SCHEDULE for conformance with the requirements of the CONTRACT DOCUMENTS. Within seven (7) days after receipt, ENGINEER will accept the CONTRACT SCHEDULE or will return it with comments. If the proposed CONTRACT SCHEDULE is not accepted, CONTRACTOR shall revise the schedule to incorporate comments and resubmit the schedule for acceptance within seven (7) days after receiving it. The accepted schedule shall become the CONTRACT SCHEDULE.

The CONTRACT SCHEDULE shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the CONTRACT SCHEDULE and monitoring actual progress as compared to the schedule rests with CONTRACTOR.

Failure of the CONTRACT SCHEDULE to include any element of the WORK or any inaccuracy in the CONTRACT SCHEDULE will not relieve CONTRACTOR from responsibility for accomplishing all the WORK in accordance with the CONTRACT.

Acceptance of the CONTRACT SCHEDULE will not relieve CONTRACTOR of the responsibility for accomplishing the WORK in accordance with the CONTRACT.

5.1.3 Monthly Updates.

CONTRACTOR shall submit to ENGINEER each month an up-to-date status report of the work. The status report shall include:

- A. CONTRACTOR's estimated percentage complete for each activity not yet complete.
- B. Cash flow for the entire project through completion in a format acceptable to the TOWN.
- C. Actual start/finish dates for activities as appropriate.
- D. Identification of processing errors, if any, on the previous update reports.
- E. Revisions, if any, to the assumed activity durations, including revisions for weather impact for any activities due to the effect of the previous update on the schedule.
- F. Identification of activities that are affected by proposed CHANGE ORDERS issued during the update period.
- G. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the CONTRACT SCHEDULE because of actual construction progress, CONTRACTOR shall submit revision to schedule logic to conform to current status and direction.

ENGINEER will review the updated information and meet with CONTRACTOR each week at the SITE to determine the status of the WORK. If agreement cannot be reached on any issue, CONTRACTOR will use ENGINEER's determination in the processing of the update.

CONTRACTOR will incorporate ENGINEER's review comments and submit two (2) copies of the report.

Progress payments pursuant to the CONTRACT will be based on the update of the CONTRACT SCHEDULE.

5.1.4 Schedule Revisions.

If the sequence of construction differs significantly, as determined by ENGINEER, from the CONTRACT SCHEDULE, CONTRACTOR shall submit within seven (7) days a revised schedule to ENGINEER for acceptance.

When a proposed CHANGE ORDER is issued which has the potential to impact specified completion dates, the CHANGE ORDER request shall include a description of the impact of such changes. If approved, it shall be incorporated into the CONTRACT SCHEDULE. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Section 6 of the CONTRACT DOCUMENTS.

Should CONTRACTOR, after acceptance of the CONTRACT SCHEDULE, intend to change its plan of construction, it shall submit its requested revisions to ENGINEER, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to ENGINEER, they will be incorporated into the CONTRACT SCHEDULE in the next reporting period.

Schedule revisions shall be submitted at least seven (7) days prior to the date of submission of updated information. ENGINEER will have seven (7) days to review the revisions.

5.1.5 Contract Schedule Reports.

CONTRACTOR shall submit two (2) copies of the following reports for the proposed CONTRACT SCHEDULE, CONTRACT SCHEDULE monthly updates, CONTRACT SCHEDULE revisions and recovery schedules:

- A. Schedule Logic Report listing the activities, their early/late and actual start and finish dates, duration, float and the logic relationship of activities sorted by early start.
- B. A Cost Report listing each activity and its associated cost, percentage of work accomplished, earned value to date, previous payments and amount earned for the update period.
- C. A narrative report with the updated progress analysis, which shall include a description of problem areas, current and anticipated delaying factors and their impact, an explanation of corrective action taken and proposed revisions for recovery. Narrative report on proposed CONTRACT SCHEDULE will outline CONTRACTOR's overall plan, strategy, crew movement and utilization, and other considerations in developing the schedule.

5.1.6 Short Interval Schedules.

CONTRACTOR shall prepare a Short Interval Schedule (SIS) to be used throughout the duration of WORK. The SIS shall include all current activities and projected activities for the succeeding

two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. Eight copies of the SIS shall be submitted to ENGINEER at the weekly construction meeting. CONTRACTOR shall participate in short interval scheduling coordination during the weekly construction meetings.

5.1.7 Time of Essence.

Time is of the essence of this CONTRACT. CONTRACTOR shall, to the fullest extent possible, carry on the various classes or parts of the WORK concurrently, and shall not defer construction of any portion of the Work in favor of any other portion of the WORK, without the express approval of ENGINEER.

5.1.8 Date of Completion.

CONTRACTOR shall fully and satisfactorily complete the WORK within the CONTRACT TIME. The date of completion is defined in Section 9.2.

5.1.9 Responsibility for Completion.

CONTRACTOR shall furnish sufficient manpower, MATERIALS, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays as may be necessary to insure the prosecution and completion of the WORK in accordance with the accepted CONTRACT SCHEDULE. If work on the critical path is seven days or more behind the currently updated CONTRACT SCHEDULE and it becomes apparent that the WORK will not be completed within the CONTRACT TIME, CONTRACTOR will implement whatever steps it deems necessary to make up all lost time. If CONTRACTOR's solution is not successful, it will make further attempts using the following sequence of events:

- A. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
- B. If the above cannot be achieved then;
 - 1. CONTRACTOR shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the ENGINEER, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the ENGINEER the backlog of work.
 - 2. In addition, ENGINEER may require the CONTRACTOR to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the WORK within the CONTRACT TIME. If the ENGINEER finds the proposed recovery schedule unacceptable, it may require CONTRACTOR to submit a new plan. If the actions taken by CONTRACTOR or the second plan proposed are unsatisfactory,

ENGINEER may require the CONTRACTOR to take any of the actions set forth in the previous paragraph without additional cost to TOWN to make up the lag in scheduled progress.

Failure of CONTRACTOR to comply with the requirements of this Section 5.1.9 shall be considered grounds for a determination by TOWN that CONTRACTOR is failing to prosecute the WORK with such diligence as will ensure its completion within the time specified.

5.1.10 Daily Reports.

CONTRACTOR shall submit a Daily Activity Report no later than 9:00 a.m. the following work day to ENGINEER for each workday including weekends and holidays, when worked.

5.1.11 Payments Withheld.

Progress Payments may be withheld in whole or in part should CONTRACTOR fail to comply with the requirements of this Section 5.1.

5.2 ENGINEER TO INTERPRET CONTRACT DOCUMENTS.

5.2.1 ENGINEER will decide all questions which may arise as to the interpretation of the PLANS AND SPECIFICATIONS. CONTRACTOR may appeal a decision of ENGINEER made pursuant to this paragraph to the TOWN'S REPRESENTATIVE. Such appeal must be made in writing within forty-eight (48) hours of ENGINEER'S decision or the right to appeal is waived.

5.3 FORMAL PROTEST.

5.3.1 If CONTRACTOR considers any WORK demanded of him to be outside the requirements of the CONTRACT, or if he considers any instruction, ruling, or decision of ENGINEER to be unfair, he shall, within forty-eight (48) hours after any such demand is made, or instruction, ruling or decision is given, file a written protest stating clearly and in detail his objections and the reasons therefor. Except for such protests as are made of record in the manner and within the time above stated, CONTRACTOR shall be deemed to have waived and does hereby waive all claims for extra WORK, damages and extensions of time resulting from demands, instructions, rulings and decisions of ENGINEER. If the protest is against a demand, instruction, ruling or decision of ENGINEER, it shall be filed with the TOWN'S REPRESENTATIVE.

5.3.2 Upon receipt of a protest from CONTRACTOR of a decision of ENGINEER, the TOWN'S REPRESENTATIVE shall review the demands, instructions, rulings, or decisions objected to and shall promptly advise CONTRACTOR in writing of his final decision, which shall be binding. Upon receipt of a protest from CONTRACTOR of a decision of the TOWN'S REPRESENTATIVE, the TOWN Manager shall review the demands, instructions, rulings, or decisions objected to and shall promptly advise CONTRACTOR in writing of his final decision, which shall be binding.

5.3.3 CONTRACTOR shall continue work on the Project during the review of the formal protest.

5.4 PLANS.

5.4.1 The CONTRACT PLANS consist of general drawings. These indicate such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information on the CONTRACT PLANS shall be in writing. The CONTRACT PLANS shall be supplemented by such working or shop drawings prepared by CONTRACTOR as are necessary to adequately control the WORK. No change shall be made by CONTRACTOR in any working or shop drawing after it has been accepted by ENGINEER.

5.4.2 CONTRACTOR shall keep a current copy of the PLANS and SPECIFICATIONS at the jobsite, and shall at all times give ENGINEER access thereto. A current copy of PLANS and SPECIFICATIONS shall include red-line drawings, all ADDENDA, CHANGE ORDERS, ENGINEER INSTRUCTION BULLETINS, and any other approved change made to the PLANS and SPECIFICATIONS. Any drawings or PLANS listed in the SPECIFICATIONS shall be regarded as a part thereof and ENGINEER will furnish from time to time such additional drawings, PLANS, profiles, and information as he may consider necessary for CONTRACTOR'S guidance.

5.4.3 All authorized alterations affecting the requirements and information given on the accepted PLANS shall be in writing. No changes shall be made to any plan or drawing after the same has been accepted by ENGINEER except by consent of ENGINEER in writing.

5.5 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS.

5.5.1 Finished surfaces in all cases shall conform with lines, grades, cross sections, and dimensions shown on the accepted PLANS. Allowable deviations, other than specified tolerances, from the accepted PLANS and working drawings will in all cases be determined by ENGINEER.

5.6 COORDINATION AND INTERPRETATION OF PLANS AND SPECIFICATIONS.

5.6.1 The documents that make up the CONTRACT DOCUMENTS are essential parts of the CONTRACT, and a requirement occurring in one is as binding as though occurring in all. They are intended to be coordinated and to describe and provide for a complete WORK.

5.6.2 Should it appear that the WORK to be done or any of the matters relative thereto are not sufficiently detailed or explained in these CONTRACT DOCUMENTS, CONTRACTOR shall promptly notify ENGINEER. ENGINEER shall follow the procedures set forth in Section 4.5.1. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

5.6.3 In the event of there being a conflict between one CONTRACT DOCUMENT and any of the other CONTRACT DOCUMENTS, the more stringent requirement shall apply.

5.6.4 CONTRACTOR shall not take advantage of any apparent error or omission in the PLANS or SPECIFICATIONS. In the event CONTRACTOR discovers such an error or omission, he shall immediately notify ENGINEER. ENGINEER shall proceed as prescribed in Section 4.5.1 of the CONTRACT DOCUMENTS.

5.7 ORDER OF WORK.

5.7.1 When required by the CONTRACT DOCUMENTS, CONTRACTOR shall follow the sequence of operations as set forth therein. Full compensation for conforming with such requirements will be considered as included in the prices paid for CONTRACT items of WORK and no additional compensation will be allowed therefor.

5.7.2 The organization of the SPECIFICATIONS into divisions and articles and the arrangement of drawings shall not control CONTRACTOR in dividing the WORK among SUBCONTRACTORS or in establishing the extent of WORK to be performed by any trade.

5.8 COOPERATION BETWEEN CONTRACTORS.

5.8.1 TOWN reserves the right to CONTRACT for and perform other or additional WORK on or near the WORK covered by the CONTRACT.

5.8.2 When separate contracts are let within the limits of any one PROJECT, each CONTRACTOR shall conduct his work so as not to interfere with or hinder the progress or completion of the WORK being performed by other CONTRACTORS. CONTRACTORS working on the same PROJECT shall cooperate with each other as directed.

5.8.3 Each CONTRACTOR involved shall assume all liability, financial or otherwise, in connection with his CONTRACT and shall protect and save harmless TOWN from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other CONTRACTORS working within the limits of the same PROJECT.

5.8.4 CONTRACTOR shall arrange his WORK and shall place and dispose of the MATERIALS being used so as not to interfere with the operations of the other CONTRACTORS within the limits of the same PROJECT. He shall join his WORK with that of others in an acceptable manner and shall perform it in proper sequence to that of the others.

5.8.5 TOWN will not honor any claim for extra compensation due to delays, extra WORK, or extension of time caused by any other CONTRACTORS working within the limits of the same PROJECT.

5.9 INSPECTION.

5.9.1 CONTRACTOR shall furnish ENGINEER with every reasonable facility for ascertaining whether the WORK as performed is in accordance with the requirements and intent of the SPECIFICATIONS and CONTRACT. ENGINEER shall be permitted to inspect all MATERIALS and each part or detail of the WORK at any time for the purpose of expediting and facilitating the progress of the WORK. ENGINEER shall be furnished with such information

and assistance by CONTRACTOR as required to make a complete and detailed inspection. Should any WORK be covered up before acceptance or consent of ENGINEER, it must, if required by ENGINEER, be uncovered for examination at CONTRACTOR'S expense. The direct control shall be solely the responsibility of CONTRACTOR'S foremen and superintendent.

5.9.2 When the United States government is to pay a portion of the cost of the WORK covered by the CONTRACT, the WORK shall be subject to the inspection of the representatives of the U.S. government. Such inspection shall in no sense make the U.S. government a party to this CONTRACT and will in no way interfere with the rights of either party under this CONTRACT.

5.9.3 The inspection of the WORK shall not relieve CONTRACTOR of any of his obligations to fulfill his CONTRACT as herein provided. Any unsuitable or defective MATERIALS and WORK may be rejected notwithstanding that such WORK and MATERIALS may have been previously overlooked and accepted or estimated for payment. Unsuitable or defective MATERIALS shall be removed from the site within three (3) days of such rejection.

5.10 LINES AND GRADES.

5.10.1 Profiles and elevations are indicated on the PLANS. All WORK under this CONTRACT shall be built in accordance with the lines and grades indicated on the PLANS. These lines and grades may be modified as provided in Part VI (Changes in the Work) in the CONTRACT. The establishment of the lines and grades shall be set forth under these GENERAL CONDITIONS, as modified by the SPECIAL CONDITIONS.

5.11 USE OF SITE.

5.11.1 CONTRACTOR shall confine operations at the site to areas permitted by law, ordinances, permits and the CONTRACT DOCUMENTS, and shall not unreasonably encumber the site with any MATERIALS or equipment.

5.11.2 CONTRACTOR shall coordinate all of the CONTRACT'S operations with, and secure approval from, ENGINEER before using any portion of the site.

5.12 SEPARATE CONTRACTS TO THE OWNER.

5.12.1 If any part of CONTRACTOR'S WORK depends on proper execution or results of WORK performed by TOWN or any separate CONTRACTOR, CONTRACTOR shall, prior to proceeding with the WORK, promptly report to ENGINEER any apparent discrepancies or defects in such other WORK that render it unsuitable for such proper execution and results. Failure of CONTRACTOR so to report shall constitute an acceptance of TOWN'S or separate CONTRACTOR'S WORK as fit and proper to receive the WORK, except as to defects which may subsequently become apparent in such WORK by others.

5.12.2 Should CONTRACTOR wrongfully cause damage to the WORK or property of TOWN, or to other WORK or property on the site, CONTRACTOR shall promptly remedy such damage.

5.12.3 Should CONTRACTOR wrongfully delay or cause damage to the WORK or property of any separate CONTRACTOR, CONTRACTOR shall, upon due notice, promptly attempt to settle with such other CONTRACTOR by agreement, or otherwise to resolve the dispute.

5.13 TESTS.

5.13.1 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the WORK to be inspected, tested or approved, CONTRACTOR shall give ENGINEER timely notice of its readiness so ENGINEER may observe such inspection, testing or approval. CONTRACTOR shall bear all costs of such inspections, tests or approvals conducted by public authorities. The Town shall reserve the right to conduct additional tests and inspections, and, unless otherwise provided, TOWN shall bear all costs of other inspections, tests or approvals. The CONTRACTOR will be required to schedule, coordinate and supervise all required inspections and tests, including, but not limited to, pressure tests, video inspections, mandrel tests, compaction tests, material sampling, and any other test or inspection required for acceptance by the TOWN.

5.13.2 Required certificates of inspection, testing or approval shall be secured by CONTRACTOR and CONTRACTOR shall promptly deliver them to ENGINEER.

PART VI

GENERAL CONDITIONS

CHANGES IN THE WORK

6.1 CHANGES IN THE WORK.

6.1.1 TOWN, without invalidating the CONTRACT and without notification of sureties, may order extra WORK, make changes by altering, or delete any portion of the WORK as specified herein, or as deemed necessary or desirable by TOWN. All such WORK shall be executed under the conditions of the original CONTRACT except that any claim for extension of time and additional cost caused thereby shall be adjusted at the time of ordering such change or extra WORK.

6.1.2 In giving instructions, ENGINEER shall have authority to make minor changes in the WORK, not involving extra cost, and not inconsistent with the purposes of the WORK. No extra WORK or change shall be made unless in pursuance of a written order by TOWN. Any claim for an addition to the CONTRACT SUM shall not be valid unless the change was so ordered, except in an emergency endangering life or property. If CONTRACTOR claims that any instructions involve extra cost under the CONTRACT, he shall within forty-eight (48) hours after the receipt of such instructions, provide notice to ENGINEER of such claim, and before proceeding to execute the WORK, except in an emergency endangering life or property, and the procedure shall then be as provided to approve CHANGE ORDERS.

6.1.3 It is mutually understood that it is inherent in the nature of municipal construction that some changes in the PLANS and SPECIFICATIONS may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the CONTRACT to recognize a normal and expected margin of change. TOWN shall have the right to make such changes in the PLANS and the character of the WORK as may be necessary or desirable to ensure the completion of the WORK in the most satisfactory manner without invalidating the CONTRACT.

6.1.4 Changes shall be incorporated in the written CHANGE ORDER issued by TOWN, which shall be written so as to indicate acceptance on the part of CONTRACTOR as evidenced by his signature.

6.2 PRICING OF CHANGES.

6.2.1 If a CHANGE ORDER provides for an adjustment to the CONTRACT SUM, the adjustment shall be based on one of the following methods:

A. Where the WORK involved is covered by unity prices contained in the Bid Schedule, by application of the unit prices to the quantities of the items involved, as mutually agreed to by the CONTRACTOR and the ENGINEER.

B. By mutual acceptance of a unit price not contained in the Bid Schedule, or mutual acceptance of a lump sum price. The CONTRACTOR shall furnish ENGINEER with an

itemized cost breakdown together with supporting data, including the quantities used in computing the unity price and/or lump sum price of the WORK.

C. Only when methods A and B above are exhausted, then on the basis of the Cost of Work plus a CONTRACTOR's Fee for overhead and profit, as described below. (Cost Plus Basis).

D. Whenever the cost of any work is to be determined on a Cost Plus Basis, CONTRACTOR will submit on forms acceptable to the ENGINEER, daily work sheets showing an itemized breakdown together with supporting data used to arrive at a final cost for the WORK. No payment will be made for work not verified by the ENGINEER. Final cost for the Change in the WORK shall be reflected and formalized in a Change Order.

6.2.2 Allowable costs for any CHANGE ORDER shall be limited to the following:

A. Costs of labor, including social security, Medicare and unemployment insurance, fringe benefits available to CONTRACTOR'S employees generally.

B. Costs of first line supervision labor, including labor burden as described in Section 6.2.2 A. "First Line Supervision" shall mean a working foreman or lead craft worker other than the PROJECT superintendent.

C. Actual cost of the PROJECT superintendent associated with any period of compensable delay caused by the issuance of the CHANGE ORDER. In the absence of a compensable delay, all of the PROJECT superintendent's time is considered to have been paid for as part of the overhead.

D. Actual costs of MATERIALS, including sales tax and delivery.

E. Rental costs of machinery and equipment, based on the latest "schedule of equipment rates" used by the Arizona Department of Transportation, exclusive of small tools, whether rented from CONTRACTOR or others.

F. Overhead and profit as specified below. "Overhead" shall include the following: Preparation of all paperwork related to changes in the WORK, including field review, estimating and cost breakdown; coordination and supervision, both office and field, including the PROJECT superintendent; vehicles, including gas and maintenance; small tools, incidentals and consumables; engineering, detailing, and revisions to shop drawings and record drawings; general office expense; extended and unabsorbed home office overhead; warranty; costs of bonds, liability insurance, and all taxes; and all other expenses not specifically included in Section 6.2.2 A above.

6.2.3 Upon receipt of a proposed CHANGE ORDER, CONTRACTOR shall promptly proceed with the change in the WORK and advise ENGINEER within seven (7) days of CONTRACTOR'S agreement or disagreement with the method, if any, provided in the proposed CHANGE ORDER for determining the proposed adjustment in the CONTRACT SUM or CONTRACT TIME. Failure to return the CHANGE ORDER to ENGINEER within seven (7) days indicates CONTRACTOR'S AGREEMENT therewith, including adjustment in

CONTRACT SUM and CONTRACT TIME or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a CHANGE ORDER.

6.2.4 If CONTRACTOR disagrees with the method for adjustment in the CONTRACT SUM, the adjustment shall be determined by ENGINEER on the basis of any of the methods described in Section 6.2.1, paragraphs A-D.

6.2.5 Overhead and Profit for actual cost of work performed by the Contractor and/or his Sub-Contractor, shall be determined in accordance with MAG Section 109.5. Cumulative total markup for all tiers of CONTRACTORS and SUBCONTRACTORS shall not exceed thirty percent (30%).

If the net value of a change results in a credit from CONTRACTOR or SUBCONTRACTOR, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.

6.3 COST PLUS ADJUSTMENT.

6.3.1 Record Keeping. In the event that the pricing method selected is the “cost plus” method described in Section 6.2.1, Paragraphs C and D, CONTRACTOR shall keep and present daily, in such form as ENGINEER may prescribe, an itemized accounting together with appropriate supporting data of the labor, materials, and equipment used during that DAY. All labor shall be recorded on separate time sheets clearly identified with the CHANGE ORDER number and scope of extra work involved. These time sheets shall be signed daily by ENGINEER. No costs will be allowed for time not recorded and signed the same day the work takes place. CONTRACTOR and ENGINEER shall discuss and attempt to resolve any dispute concerning CONTRACTOR’s daily records at the time the report is submitted.

6.3.2 Reconciliation. CONTRACTOR shall on a monthly basis accompanying the progress payment request submit a reconciliation for all WORK performed under a cost plus CHANGE ORDER during the period of the progress payment. A final reconciliation shall be submitted within 30 days after the WORK of the CHANGE ORDER is completed. The reconciliation shall recap all costs and appropriate markups for the period. No costs will be allowed for work not included in a reconciliation within the time periods specified.

6.4 EFFECT ON SURETIES.

All changes authorized by the CONTRACT DOCUMENTS may be made without notice to or consent of the sureties on the CONTRACT bonds, and shall not reduce the sureties’ liability on the bonds.

TOWN reserves the right to require additional payment or performance bonds to secure a CHANGE ORDER.

PART VII

GENERAL CONDITIONS

MATERIALS AND WORKMANSHIP

7.1 GENERAL.

7.1.1 All equipment, MATERIALS, and articles incorporated in the WORK covered by this CONTRACT shall be new and subject to review and acceptance by ENGINEER unless otherwise specifically provided for in the CONTRACT DOCUMENTS.

7.1.2 Where equipment, MATERIALS, or articles are referred to in the SPECIFICATIONS as "or equal to" any particular standard, ENGINEER shall decide the question of equality.

7.1.3 Wherever any standard published specification is referred to, the latest edition or revision, including all amendments, shall be used unless otherwise specified. MATERIALS of a general description shall be the best of their several kinds, free from defects, and adapted to the use for which provided. The physical characteristics of all MATERIALS not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials, where applicable. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted.

7.1.4 All WORK shall be done and completed in a thorough, workmanlike manner in conformance with the CONTRACT DOCUMENTS. ENGINEER shall have the authority to reject WORK not in conformance with the CONTRACT DOCUMENTS.

7.1.5 In the event CONTRACTOR discovers any omission from these SPECIFICATIONS or from the PLANS, it shall be the duty of CONTRACTOR to call ENGINEER'S attention to apparent errors or omissions and request instructions before proceeding with the WORK. ENGINEER shall, by appropriate instructions, correct errors and/or omissions, which instructions shall be as binding upon CONTRACTOR as though contained in the original SPECIFICATIONS or PLANS.

7.1.6 CONTRACTOR may appeal a decision of ENGINEER made pursuant to Section 7.1 to the TOWN'S REPRESENTATIVE. Such appeal must be made in writing within forty-eight (48) hours of ENGINEER'S decision or the right to appeal is waived.

7.2 SUBSTITUTION OF MATERIAL OR EQUIPMENT.

7.2.1 Substitution of material or equipment shall only be made pursuant to Section 1.8.

7.3 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

7.3.1 Shop drawings are drawings, diagrams, schedules and other data specially prepared for the WORK by CONTRACTOR or any SUBCONTRACTOR, manufacturer, supplier or distributor to illustrate some portion of the WORK.

7.3.2 Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CONTRACTOR to illustrate a material, product or system for some portion of the WORK.

7.3.3 Samples are physical examples that illustrate MATERIALS, equipment or workmanship, and establish standards by which the WORK will be judged.

7.3.4 All MATERIALS to be incorporated in the WORK shall be subject to sampling, testing and acceptance. Samples furnished by CONTRACTOR shall be representative of the MATERIALS to be used. ENGINEER may select samples or may require that samples be delivered to and tested at a laboratory designated by ENGINEER at no additional cost to TOWN.

7.3.5 CONTRACTOR shall prepare, review, approve and submit to ENGINEER, with reasonable promptness and in such sequence as to cause no delay in the WORK or in the WORK of TOWN or any separate CONTRACTOR all shop drawings, product data and samples required by the CONTRACT DOCUMENTS. CONTRACTOR shall cooperate with ENGINEER in the coordination of the shop drawings, product data and samples with those of other separate CONTRACTORS.

7.3.6 By preparing, approving and submitting shop drawings, product data and samples, CONTRACTOR represents that CONTRACTOR has determined and verified all MATERIALS, field measurements and field construction criteria related thereto, or will do so with reasonable promptness, and has checked and coordinated the information contained within such submittals with the requirements of the WORK, the PROJECT and the CONTRACT DOCUMENTS.

7.3.7 ENGINEER will review and approve or take other appropriate action upon CONTRACTOR'S submittals such as shop drawings, product data and samples for conformance with the SPECIFICATIONS. ENGINEER'S approval of the specific item shall not indicate approval of an assembly of which the item is a component.

7.3.8 All sampling and testing of MATERIALS shall be done in accordance with the latest designated standard methods AASHTO or ASTM, or in accordance with special methods designated in the SPECIFICATIONS.

7.4 MATERIALS FURNISHED BY TOWN.

7.4.1 All MATERIALS and/or services to be furnished by TOWN are indicated in the SPECIAL CONDITIONS. The cost of CONTRACTOR handling and placing TOWN-furnished MATERIALS shall be included in the CONTRACT price.

7.5 STORAGE OF MATERIALS.

7.5.1 CONTRACTOR shall provide proper storage facilities and exercise such measures as will insure the preservation of the specified quality and fitness of all MATERIALS and equipment to be used in the WORK. Stored MATERIALS shall be located so as to provide reasonable access for inspection. That portion of the right-of-way not required for public travel may be used for storage purposes unless prohibited by the other provisions of the PROJECT SPECIFICATIONS. Any additional space required shall be provided by CONTRACTOR at no

cost to TOWN. Protection of MATERIALS and equipment stored on the site shall be the responsibility of CONTRACTOR. TOWN reserves the right to direct CONTRACTOR to provide proper means of protection for MATERIALS if such is deemed advisable by ENGINEER; however, the exercise of or failure to exercise this right shall not be deemed to relieve CONTRACTOR of his primary responsibility for protecting the material and equipment. CONTRACTOR shall provide suitable warehouses or other adequate means of protection for such of the MATERIALS and equipment as required storage or protection. CONTRACTOR shall store and care for the material and equipment in the most suitable manner to protect them from distortion, rain, dust, or other damage. Contractor shall maintain all material and equipment in accordance with the manufacturer's instructions. The cost of replacing any material or equipment damaged in storage shall be borne by CONTRACTOR, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve CONTRACTOR of his primary responsibility. No motor shall be left uncovered or unprotected.

7.5.2 Payments for MATERIALS or equipment stored off the site shall be conditioned upon submission by CONTRACTOR of bills of sale to establish TOWN'S title to such MATERIALS or equipment and certificate of insurance for storage in a bonded warehouse.

7.6 REJECTED MATERIALS AND WORK

7.6.1 ENGINEER shall have the authority to reject MATERIALS which do not conform to the CONTRACT DOCUMENTS. Rejected MATERIALS shall be removed immediately from the site of the WORK unless otherwise permitted by ENGINEER. No rejected MATERIALS, the defects of which have been subsequently corrected, shall be used unless accepted by ENGINEER. If CONTRACTOR fails to remove and replace rejected material, TOWN has authority to do so and to deduct the cost thereof from any monies due or to become due CONTRACTOR.

7.7 GUARANTEE OF WORK - WARRANTY.

7.7.1 CONTRACTOR warrants to TOWN that all MATERIALS and equipment furnished under this CONTRACT will be new unless otherwise specified and that all WORK will be of good quality, free from faults and defects and in conformance with the CONTRACT DOCUMENTS. All WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by TOWN or ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of MATERIALS and equipment. This warranty is not limited by any other provisions of the CONTRACT DOCUMENTS.

7.7.2 CONTRACTOR shall promptly correct all WORK rejected as defective or as failing to conform to the CONTRACT DOCUMENTS whether observed before or after acceptance and whether or not fabricated, installed or completed. CONTRACTOR shall bear all costs of correcting such rejected WORK, including compensation for the additional services of ENGINEER made necessary thereby.

7.7.3 If, within one year after the date of final acceptance by TOWN of all WORK required by the CONTRACT DOCUMENTS or within such longer period of time as may be

prescribed by law or by the terms of any applicable special warranty required by the CONTRACT DOCUMENTS, any of the WORK is found to be defective or not in accordance with the CONTRACT DOCUMENTS, CONTRACTOR shall correct it promptly after receipt of written notice from TOWN to do so unless TOWN has previously given CONTRACTOR a written acceptance of such condition. This obligation shall survive termination of the CONTRACT, but it shall in no way limit the warranty set forth in Section 7.7.1. TOWN shall give the notice required herein promptly after discovery of the condition.

7.7.4 CONTRACTOR shall remove from the site all portions of the WORK which are defective or non-conforming and which have not been corrected unless removal is waived by TOWN.

7.7.5 If CONTRACTOR does not proceed with the correction of such defective or non-conforming WORK within a reasonable time fixed by written notice from ENGINEER, TOWN may remove it and may store the MATERIALS or equipment at the expense of CONTRACTOR. If CONTRACTOR does not pay the cost of such removal and storage within ten (10) DAYS thereafter, TOWN may, upon ten (10) additional DAYS written notice sell such MATERIALS and equipment at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by CONTRACTOR including, but not limited to, compensation for ENGINEER'S additional services made necessary thereby. If the proceeds of sale do not cover all such costs, the amount to be paid by TOWN to CONTRACTOR under the CONTRACT shall be reduced by the deficiency. If payments then due to CONTRACTOR are insufficient to cover deficiency, CONTRACTOR shall pay the difference to TOWN.

7.7.6 CONTRACTOR shall bear the costs of making good all WORK of TOWN or separate CONTRACTORS destroyed or damaged by CONTRACTOR'S correction or removal of defective WORK.

7.7.7 Nothing contained in this Section 7.7 shall be construed to establish a period of limitation with respect to any other obligation that CONTRACTOR might have under the CONTRACT DOCUMENTS. The establishment of the time period of one year after final acceptance or such longer period of time as may be prescribed by law or by the terms of any warranty required by the CONTRACT DOCUMENTS relates only to the specific obligation of CONTRACTOR to correct the WORK and has no relationship to the time within which CONTRACTOR'S obligation to comply with the CONTRACT DOCUMENTS may be sought to be enforced. Nor the time within which proceedings may be commenced to establish CONTRACTOR'S liability with respect to CONTRACTOR'S obligations other than specifically to correct the WORK.

7.7.8 In the event it is necessary for TOWN to file suit to enforce any liability of CONTRACTOR, TOWN shall be entitled to recover from CONTRACTOR, a reasonable sum as and for costs and attorney's fees, in addition to all other amounts found due and owing.

7.8 NO EXERCISE OF AUTHORITY BY ENGINEER.

7.8.1 Neither ENGINEER'S authority to act under this Part VII nor any decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any SUBCONTRACTOR, any of their agents or employees or any other person performing any of the WORK.

PART VIII

GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

8.1 LAWS TO BE OBSERVED.

8.1.1 CONTRACTOR is presumed to know, and at all times shall observe and comply with, all federal and state laws and local ordinances, including but not limited to (1) Workers' Compensation, occupation diseases, and unemployment compensation laws together with the payment of all premiums and taxes therefore; (2) all laws, ordinances, and regulations in any manner affecting the conduct of the WORK; and (3) all environmental laws and regulations and shall indemnify and save harmless TOWN and its representatives against any claim arising from the violation of such laws, bylaws, ordinances, or regulations by CONTRACTOR, SUBCONTRACTORS and their employees and agents. CONTRACTOR'S particular attention is drawn, but not limited to, the laws in paragraphs 8.2, 8.3, 8.4, 8.5 and 8.15.

8.1.2 If CONTRACTOR performs any WORK knowing it to be contrary to such laws, ordinances and regulations, CONTRACTOR shall assume full responsibility therefore and shall bear all costs attributable thereto.

8.1.3 The Contractor is required to abide by the storm water pollution prevention plan in effect for this site. Any fines incurred by the Owner for violations caused by the Contractor's work will be paid by the Contractor.

8.2 HOURS OF LABOR.

8.2.1 All CONTRACTS made by or on behalf of the State of Arizona, or any of its political subdivisions, with any person for the performance of any WORK, or the furnishing of any material manufactured within the State, shall comply with the Fair Labor Standards Act and Section 23-391, Arizona Revised Statutes, as amended.

8.3 ALIEN LABOR.

8.3.1 A person not a legal alien, citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal works or employment; provided that nothing herein shall be construed to prevent the working of prisoners by the state or by any county or municipality thereof on street or road work or other public work.

8.4 LABOR DISCRIMINATION.

8.4.1 Attention is directed to Arizona Revised Statutes, Title 41, Chapter 9, Article 4, as amended, entitled "Discrimination in Employment."

8.4.2 When federal funds are to pay a portion of the cost of this PROJECT, then the BIDDER shall also comply with applicable paragraphs in the SPECIAL CONDITIONS.

8.4.3 China. Pursuant to and in compliance with A.R.S. § 35-394, CONTRACTOR hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that CONTRACTOR will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. CONTRACTOR also hereby agrees to indemnify and hold harmless the WICKENBURG, its officials, employees, and agents from any claims or causes of action relating to the WICKENBURG's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the WICKENBURG in defending such as action.

8.4.4 Israel. To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, CONTRACTOR hereby certifies that it is not currently engaged in and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

8.5 PERMITS AND LICENSES.

8.5.1 Except as otherwise provided in the CONTRACT DOCUMENTS, it is the duty of CONTRACTOR to procure all permits and licenses. There will be no charge to CONTRACTOR for any necessary TOWN permits and inspections.

8.6 PATENTED DEVICES, MATERIALS, AND PROCESSES.

8.6.1 CONTRACTOR shall indemnify and save harmless TOWN and its duly authorized representatives from all liabilities, judgments, costs, damages and expenses which may result from the infringement of any patents, trademarks or copyrights by reason of the use of any proprietary MATERIALS, devices, equipment or processes incorporated in or used in the performance of the WORK under this CONTRACT.

8.7 SURVEY LAND MONUMENTS.

8.7.1 Survey land monuments and property marks shall not be moved or otherwise disturbed by CONTRACTOR until an authorized agent, of the agency having jurisdiction over the land monuments or property marks setting, has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction.

8.8 PROTECTION OF PERSON AND PROPERTY.

8.8.1 CONTRACTOR shall adopt every practical means and comply with all laws, ordinances and regulations in order to minimize interferences to traffic and inconveniences, discomfort and damage to the public, including the provision of adequate dust control measures. All obstructions to traffic shall be guarded.

8.8.2 If an unsafe condition arises or exists during the progress of the WORK, or if TOWN has reason to believe that an unsafe condition exists, CONTRACTOR shall suspend the WORK wholly or in part for such period as may be necessary to correct the unsafe condition.

8.8.3 Neither CONTRACTOR nor the SUBCONTRACTOR shall trespass upon private property. CONTRACTOR shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from operations of CONTRACTOR or SUBCONTRACTORS completing this WORK. CONTRACTOR shall ensure that both CONTRACTOR and SUBCONTRACTORS comply with the laws and regulations of TOWN, county and state relating to the safety of persons and property. CONTRACTOR will be held responsible and required to make good any injury or damage to persons or property caused by CONTRACTOR or SUBCONTRACTORS or any agent or employee of either during the progress of the WORK and until its final acceptance.

8.8.4 CONTRACTOR shall protect against injury or damage to any pipes, sewer conduits, electrical conduits, lawns, gardens, shrubbery, trees, fences or other structures or property, public and/or private, encountered in this WORK except as stipulated elsewhere herein. CONTRACTOR shall be responsible and liable for any injury or damage or repair to such pipe, structures and property.

8.9 CONSTRUCTION SAFETY PROGRAM AND REGULATIONS.

8.9.1 The Arizona Occupational Safety and Health Act and the conditions set forth in the Occupational Safety and Health Standards (OSHA) shall constitute the outline for the safety program to be adhered to during the course of the PROJECT. CONTRACTOR shall keep a copy of these publications available at the jobsite for reference, as well as a copy of CONTRACTOR'S safety program.

8.10 PROTECTION OF ANTIQUITIES.

8.10.1 Attention is called to state and federal laws pertaining to the protection and preservation of sites or objects of archaeological, paleontological or historic interest and endangered species.

8.10.2 It shall be a provision of every CONTRACT that when features of archaeological, paleontological or historic interest are encountered or unearthed in the excavation of material pits, the roadway prism, or other excavation, CONTRACTOR shall stop work in the immediate vicinity of such feature, protect it from damage or disturbance, and report promptly to the Director of the Arizona State Museum and ENGINEER. When a possible endangered or threatened species is discovered, CONTRACTOR shall stop work and report promptly to ENGINEER.

8.10.3 WORK shall not be resumed in the immediate area until CONTRACTOR is advised by the authorities having jurisdiction that study or removal of the feature or features has been completed. CONTRACTOR will be allowed an appropriate CONTRACT time extension as provided in these General Conditions for construction time lost.

8.11 CONTINGENCIES.

8.11.1 All loss or damage arising from obstruction or difficulties which may be encountered in the prosecution of the WORK, from the action of the elements or from any act or omission on the part of CONTRACTOR, SUBCONTRACTOR or any person or agent employed by him shall be borne by CONTRACTOR.

8.12 NON-RESPONSIBILITY OF THE OWNER.

8.12.1 Indebtedness incurred for any cause in connection with this WORK must be paid by CONTRACTOR, and TOWN is hereby relieved at all times from any indebtedness or claim other than payments under terms of the CONTRACT.

8.13 PROPERTY RIGHTS IN MATERIAL.

8.13.1 Nothing in the CONTRACT shall be construed as vesting in CONTRACTOR any right of property in the MATERIAL used after they have been attached or affixed to the WORK or the soil and accepted. All such MATERIALS shall become the property of TOWN upon being so attached or affixed.

8.14 MISCELLANEOUS WORK.

8.14.1 The following items will be included in the WORK and CONTRACT SUM with no direct payment allowed.

- A. CONTRACTOR'S expenses for, but not limited to, mobilization, job site office, storage facilities, traffic control and public safety devices, sanitary facilities, utilities and telephone.
- B. Cleanup, including day-to-day cleanup.
- C. Notification to residents adjacent to this PROJECT prior to start of construction that would affect them.
- D. Water required for compaction or dust control.
- E. All items necessary for performance of the WORK.
- F. Miscellaneous removals and relocations not otherwise specified in the technical provisions.

8.15 PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK.

8.15.1 CONTRACTOR shall properly guard and protect all finished or partially finished WORK, and shall be responsible for the same until that phase is completed and accepted by TOWN. Estimate or partial payment of WORK so completed shall not release CONTRACTOR from such responsibility, but he shall turn over the entire WORK in full in accordance with the SPECIFICATIONS before final payment can be made.

8.16 ADMINISTRATIVE CLAIMS.

8.16.1 Prior to the commencement of litigation related to payment, the WORK or the CONTRACT DOCUMENTS, CONTRACTOR shall file an Administrative Claim with TOWN. Such Notice shall be filed within one hundred eighty (180) days of the accrual of the cause of action. Otherwise any claim by CONTRACTOR against TOWN, its officers or employees shall be barred.

PART IX

GENERAL CONDITIONS

COMPLETION OF WORK, LIQUIDATED DAMAGES

AND FINAL ACCEPTANCE

9.1 FAILURE TO COMPLETE WORK WITHIN TIME FOR COMPLETION AND LIQUIDATED DAMAGES.

9.1.1 It is hereby understood and mutually agreed by and between CONTRACTOR and TOWN, that the date of beginning, rate of progress and the time for completion of the WORK to be done hereunder are essential conditions of this CONTRACT; and it is further mutually understood and agreed that the WORK embraced in this CONTRACT shall be complete on or before the dates set forth in Section 9.2 of this CONTRACT. CONTRACTOR agrees that said WORK shall be prosecuted regularly, diligently and uninterruptedly at such rate of time he specified. It is expressly understood and agreed, by and between CONTRACTOR and TOWN that the time for completion of the WORK shall be in the time as identified in these CONTRACT DOCUMENTS.

9.1.2 For each calendar day that any part of the WORK remains uncompleted after the expiration of the time specified and/or allowed for completion of the WORK stipulated in the CONTRACT or ordered after the CONTRACT is signed, the sum per day set forth in Section 9.2 shall be deducted from any monies due CONTRACTOR, or if no money is due CONTRACTOR, TOWN shall have the right to recover said sum or sums from CONTRACTOR, from the Surety, or both.

9.1.3 It shall be understood that the time to complete the PROJECT, beyond the contractual date of completion, is in itself prima facie evidence of actual damages incurred, and the amount of these deductions are to cover the liquidated damages caused by the loss of use, or limited use, of the building and other additional TOWN incurred losses, or expenses, due to the failure of CONTRACTOR to complete the WORK within the time specified.

9.1.4 The liquidated damages amounts set within Sections 9.2.1 and 9.2.2 are fixed and agreed upon by and between CONTRACTOR and TOWN because of the impracticability and extreme difficulty of fixing and asserting the actual damages TOWN would in such event sustain, and said amounts are agreed to be the amount of damages which TOWN would sustain, and said amounts may be retained from time to time by TOWN from current periodical estimates.

9.1.5 It is further agreed that time is of the essence of each and every portion of this CONTRACT and of the SPECIFICATIONS where a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the CONTRACT an additional time is allowed as set forth in Section 4.24 of these CONTRACT DOCUMENTS for the completion of any WORK, the new time limit fixed by such extension shall be of the essence of this CONTRACT.

9.1.6 CONTRACTOR shall not be assessed with liquidated damages during any delay in the completion of the WORK where an extension of time has been granted by TOWN pursuant to Section 4.24.

9.2 COMPLETION/LIQUIDATED DAMAGES.

9.2.1 Final Completion: The FINAL COMPLETION Date is the date when all items of the WORK are completely finished with no items of any scope outstanding or remaining to be completed, and all known defective work has been corrected.

Time is of the essence and TOWN will suffer financial damages due to CONTRACTOR'S failure to reach FINAL COMPLETION of the WORK within one hundred. Liquidated damages of \$500.00 per calendar day will be assessed to CONTRACTOR for each day beyond that time that CONTRACTOR fails to achieve FINAL COMPLETION.

9.3 FINAL CLEANING UP.

9.3.1 At completion of the WORK and prior to final acceptance by TOWN, a thorough cleaning of the areas affected shall be carried out by CONTRACTOR. The following list is not inclusive, but to act as a guideline:

9.3.1.1 Removal of all paint spots, stains, rubbish, debris, tools and equipment from all areas and broom clean. Steam clean all carpets and mop floors.

9.3.1.2 Cleaning interior and exterior of the buildings, including all windows in any area affected by the WORK.

9.3.1.3 Brush off, broom sweep, dust and clean ledges, stairs, doors, hardware, and any adjoining rooms or areas that were affected by the WORK.

9.3.1.4 Clear grounds and exterior paved areas and walks of all construction debris, dirt and dust and repair any SITE areas damaged during the course of construction.

Prior to final acceptance, CONTRACTOR shall conduct an inspection of sight-exposed surfaces, and all WORK areas, to verify that the entire WORK is clean. In the event CONTRACTOR fails to do so, TOWN, may cause this WORK to be done at CONTRACTOR'S expense.

A. Wash down, brush off, broom sweep, and clean all areas that were affected by the WORK.

B. Clear landscaped areas, paved areas, and walks of all construction debris, dirt and dust and repair any and all damaged which occurred during the course of construction, and post construction activities.

9.4 AS-BUILT DRAWINGS.

CONTRACTOR shall provide accurate data and field notes as construction progresses, for preparation of the "As-Built" drawings by ENGINEER.

9.5 COMPLETION AND INSPECTION.

9.5.1 Notice of punch list inspection: When CONTRACTOR believes that the WORK is complete, it shall request in writing a punch list inspection. Within five (5) days of the receipt of such request, ENGINEER shall make a punch list inspection or inform CONTRACTOR that the WORK is not ready for punch list inspection. Upon completion of the deficient WORK, CONTRACTOR shall again request a punch list inspection. CONTRACTOR shall be present at the punch list inspection. The purpose of the punch list inspection is to determine whether the WORK has been completed in accordance with the CONTRACT DOCUMENTS, including all CHANGE ORDERS and all interpretations and instructions previously issued. If CONTRACTOR fails to attend any punch list inspection, CONTRACTOR shall be charged for the cost of ENGINEER and other design professionals who attended the punch list inspection.

9.5.2 Punch list. ENGINEER shall notify CONTRACTOR in writing of any deficiencies to be remedied prior to final acceptance, by preparing a written list, known in the industry as a punch list. CONTRACTOR shall remedy all items shown on the punch list prior to final acceptance. No one is authorized to amend the CONTRACT DOCUMENTS by use of the punch list, which is solely for the benefit of CONTRACTOR to enable him to determine what items must be corrected before final acceptance will be recommended by the ENGINEER. TOWN reserves the right to require compliance with the CONTRACT DOCUMENTS, notwithstanding the issuance of a punch list or the completion by CONTRACTOR of all items on the punch list.

9.6 FINAL ACCEPTANCE.

9.6.1 After all WORK under the CONTRACT DOCUMENTS has been completed, as determined by ENGINEER, including WORK found to be incomplete pursuant to Section 9.5, ENGINEER will recommend in writing to TOWN that final acceptance of the entire WORK under this CONTRACT be made as of the date of ENGINEER'S final inspection. TOWN will make final acceptance in writing promptly after receiving ENGINEER'S recommendation unless TOWN has reason to believe the WORK is not ready for final acceptance.

9.6.2 Unless otherwise specified in either Section 9.2 or under SPECIAL CONDITIONS, no partial acceptance of any portion of the WORK will be made and no acceptance other than the final acceptance to the overall completed PROJECT will be made. No inspection or acceptance pertaining to specific parts of the WORK shall be construed as final acceptance of any part until the overall final acceptance is made by TOWN.

PART X

GENERAL CONDITIONS

PAYMENTS TO CONTRACTORS

10.1 GENERAL.

10.1.1 The basis of payment for construction of a PROJECT shall be in full for all WORK actually performed in accordance with the PLANS and SPECIFICATIONS, and shall include all labor and MATERIALS incorporated in the completed WORK.

10.1.2 Application for payment shall be made on A.I.A. Form G-702 and G-703, May 1983 Edition entitled "Application and Certificate for Payment," (4 copies) utilizing complete provisions provided by the form.

10.1.3 In the event of a dispute over any amounts owed, TOWN shall pay the undisputed amount and proceed in good faith to resolve the dispute. Pending final resolution of the dispute, CONTRACTOR shall proceed diligently with performance of the CONTRACT and TOWN shall continue to make payments in accordance with the CONTRACT DOCUMENTS to the extent such payments are undisputed by TOWN.

10.2 PARTIAL PAYMENT.

10.2.1 Once each month, TOWN will make a partial payment to CONTRACTOR on the basis of a duly certified and approved estimate prepared by CONTRACTOR and accepted by ENGINEER for WORK completed through the last day of the preceding calendar month. If requested by the ENGINEER, CONTRACTOR shall provide supporting data substantiating its corrections. The estimate will cover the WORK performed by CONTRACTOR during the preceding calendar month plus the invoice cost of MATERIAL suitably stored at the site of the PROJECT if CONTRACTOR desires payment for MATERIAL stored. Until final completion and final acceptance, retainage from progress payments to CONTRACTOR shall be ten percent (10%) of each payment. After the CONTRACT is fifty percent (50%) complete, however, one-half of the amount retained shall be paid to CONTRACTOR and the remaining retention shall be five percent (5%) of each payment provided CONTRACTOR is making satisfactory progress on the PROJECT as determined by TOWN; otherwise, retention shall remain at ten percent (10%). The partial payment shall be paid on or before fourteen (14) DAYS after the certified and approved estimate of the WORK is received by TOWN.

10.2.2 Cost of MATERIAL stored will be based on vendors' invoices that shall be listed by CONTRACTOR. A copy of each such invoice shall accompany the first estimate in which payment is requested for MATERIAL covered by the invoice. This list shall be revised and brought up-to-date by CONTRACTOR for each estimate. The revised list shall show the total amount of each invoice, the invoice amount that has been incorporated in the WORK, and the remaining invoice amount that is stored for which payment is required that month. Only those MATERIALS that will become an integral part of the final completed PROJECT may be included for partial payment as MATERIAL stored. Partial payments for jobsite delivered

material or equipment will in no way reduce CONTRACTOR'S responsibility for such MATERIAL or equipment until it has been installed.

10.2.3 Schedule of Values: Not later than seven (7) days before the first Application for Payment, CONTRACTOR shall submit to ENGINEER a schedule of values reflecting, as nearly as reasonably possible, the actual values of the various components of the WORK. CONTRACTOR shall provide separate line items for CONTRACTOR'S overhead and profit, supervision, insurance, bonds, allowances, and taxes. CONTRACTOR shall prepare the Schedule of Values on a form essentially equal to AIA Document G702/G703. If requested by ENGINEER, CONTRACTOR shall provide supporting data substantiating its correctness.

10.2.4 No partial payment shall be made until updated As-Built drawings are reviewed and approved by the ENGINEER, through the date for which partial payment is requested, reviewed, and determined to reflect actual WORK in place.

10.3 PAYMENT OF ITEMS IN BID.

10.3.1 Only those items listed in the Bid are paid items.

10.3.2 Compensation for all WORK necessary for the completion of the PROJECT shall be included by the BIDDER in the price bid for the items shown in the Bid.

10.4 PAYMENT FOR "EXTRA WORK" AND FOR "CHANGES IN THE WORK".

10.4.1 Payment for changes in the WORK and for claims for extra WORK will be made as stated in Part VI of these GENERAL CONDITIONS.

10.5 ASSIGNMENT OF PAYMENTS.

10.5.1 Claims for monies due or to become due CONTRACTOR may be assigned to a bank, trust company, or other financial institution, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment may be made to one (1) party as agent or trustee for two (2) or more parties participating in such financing.

10.5.2 No assignment by CONTRACTOR of any CONTRACT to be entered into hereunder, or of any part thereof, or of funds to be received thereunder by CONTRACTOR will be recognized by TOWN unless such assignment has had prior consent of TOWN and the surety has been given notice of such assignment in writing and has consented thereto in writing.

10.6 FINAL PAYMENT AND CONTRACT CLOSEOUT.

10.6.1 When CONTRACTOR determines that the CONTRACT is complete and all items on the punch list have been satisfied, or contends that such items are not required by the CONTRACT DOCUMENTS, CONTRACTOR shall submit a request for final payment. No final payment shall be made until all WORK has been finally accepted.

10.6.2 Simultaneously with CONTRACTOR'S request for final payment, CONTRACTOR shall submit the following items to ENGINEER:

A. Record drawings and As-built drawings.

B. Warranties.

C. Three sets of documentation completely covering the operation and maintenance of the mechanical and electrical installation and all other equipment required by the SPECIAL CONDITIONS to be furnished with such manuals. The documentation shall include charts, diagrams, performance curves, catalog information, lubrication manuals, and details pertaining to the functioning of various items of equipment. The documentation shall be divided logically into “systems” on the basis of operation, without respect to trades, subcontractors or arbitrary specifications sections. The relationship of the “systems” shall be clearly and concisely detailed.

10.6.2.4 Other items required by the SPECIAL CONDITIONS.

10.6.3 Upon receipt of the submittals required in Section 10.6.2, ENGINEER shall prepare a written estimate of the sum due to CONTRACTOR. This estimate shall take into account the CONTRACT SUM, as adjusted by any CHANGE ORDERS, amounts already paid, and sums to be retained for incomplete WORK, liquidated damages, and for any other cause under the CONTRACT DOCUMENTS. ENGINEER shall prepare a statement of final inspection, stating that the work has been given a final inspection, that CONTRACTOR has submitted the required documents, setting forth with detail any deviations in the WORK as completed from the CONTRACT DOCUMENTS, and estimating the cost of correction of such deviations. ENGINEER’S statement shall be transmitted to TOWN along with CONTRACTOR’S request for final payment. ENGINEER shall provide a copy of the statement of final inspection and ENGINEER’S estimate of the sum due to CONTRACTOR.

10.6.4 If CONTRACTOR contests the estimate of sums due prepared by ENGINEER, within seven (7) days following delivery to CONTRACTOR of ENGINEER’s estimate of the sum due, CONTRACTOR shall file its protest in writing with TOWN Clerk, setting forth in detail all grounds alleged by him to justify an adjustment to ENGINEER’s final estimate. Failure to file a protest within the seven (7) days specified above shall constitute a waiver and acceptance by CONTRACTOR of ENGINEER’s estimate.

10.6.5 Neither acceptance of, nor payment for, the WORK or any part thereof, nor any extension of time, nor any possession taken by TOWN shall operate as a waiver of any of the provisions of the CONTRACT DOCUMENTS, nor shall a waiver of any breach of the contract be held to be a waiver of any other or subsequent breach. Acceptance by TOWN shall not be deemed an acceptance of latent defects, nor shall it constitute a waiver of any of the provisions of the CONTRACT DOCUMENTS.

BID FORM

FOR: TOWN OF WICKENBURG
155 Tegner, Suite A
Wickenburg, Arizona 85390

Bid of _____,

CONTRACTOR'S License No. _____

A corporation organized and existing under the laws of the State of _____;
or a partnership consisting of _____, partners; or an individual
conducting business as hereinafter called the BIDDER.

TO: THE HONORABLE MAYOR AND COUNCIL
TOWN of Wickenburg
155 N. Tegner, Suite A
Wickenburg, Arizona 85390

The undersigned acknowledges that he has received and familiarized himself with
the following:

CONTRACT DOCUMENTS
PROJECT MANUAL AND DETAILS
DRAWINGS

ADDENDA No. ____ dated ____; No. ____ dated ____
No. ____ dated ____; No. ____ dated ____
No. ____ dated ____; No. ____ dated ____

The undersigned further acknowledges that he has visited the site and has
familiarized himself with local conditions affecting the cost of the WORK at the place where the
WORK is to be done. The undersigned further acknowledges that if his bid is accepted, he shall
be bound by the terms of the CONTRACT DOCUMENTS.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable and construction
equipment, and all utility and transportation services necessary to furnish and install, in a
workmanlike manner, all WORK at the PROJECT listed herein in strict conformity with the
Construction Documents prepared by GHD Inc. for the consideration hereinafter set forth.

2. To hold his Bid open for not less than one hundred ninety days (90)
DAYS after the receipt of Bids and to accept the provisions of the instructions to BIDDERS
regarding disposition of BID SECURITY.

3. To enter into and execute a CONTRACT if awarded on the basis of this
Bid within ten (10) days after AWARD of the Bid, and to furnish a PERFORMANCE BOND, a
Labor & Material PAYMENT BOND and certificates of insurance in accord with the General
Conditions and General Requirements of this CONTRACT and to deliver executed Bonds and

Insurance Certificates to TOWN'S representative within ten (10) DAYS following the issuance of the NOTICE OF AWARD.

4. To utilize the subcontractors and suppliers attached to this Bid Form unless authorized by the Town to substitute another subcontractor or supplier.

5. To achieve final completion within the time period stated in the CONTRACT DOCUMENTS taken from the date of NOTICE TO PROCEED or the date otherwise established for the commencement of WORK.

6. The undersigned agrees that time is of the essence and TOWN will suffer financial damages due to CONTRACTOR'S failure to complete the WORK within the CONTRACT TIME. The liquidated damages shall be as follows for each calendar day beyond the CONTRACT TIME for which CONTRACTOR shall fail to complete the WORK:

Final completion - \$500.00 per calendar day

7. The undersigned has attached the required BID SECURITY and other items required in the Instructions to BIDDERS. The BID SECURITY shall become the property of TOWN of Wickenburg, Arizona, as liquidated damages for the delay and additional WORK caused thereby in the event the CONTRACT and Bonds are not executed within the time set forth above.

NAME OF BIDDER: _____

**TOWN OF WICKENBURG
BID SCHEDULE**

1. Project Management and Coordination	
2. Initial Site Work - Preparation	
A. Site Clearing	
B. Subgrade Preparation	
C. Trenching and Backfilling	
D. Excavation and Fill	
E. Compaction	
3. Biological Treatment Upgrades	
A. Pipes and Fittings	
B. Rotary Screens	
C. Concrete Slab	
D. Anoxic Mixer	
E. WAS Pump Station	
F. Blower	
G. Shade Structure	
H. Valve Vaults	
I. Pipe Supports	
J. Valves, Couplings and Flanged Connections	
K. Installation	
L. Electrical	
4. Quality Control and Testing	
5. Construction Startup, Programming, Demonstration and Commissioning	
6. Mobilization and Demobilization	
7. Construction Survey	
8. Construction Startup, Programming, Demonstration and Commissioning	
9. As Builts	
10. O&M Manuals	
11. Record Drawings	
12. Contractor Startup and Commissioning	
13. Record Documents	

14. Subtotal	
15. Subtotal non-taxable	
16. Subtotal taxable	
17. Estimated tax for taxable components	
18. Allowance for all additional required work to successfully construct and commission the project	
19. TOTAL BID PRICE LUMP SUM (Items 1-18 Inclusive)	\$
Total in Numbers _____	
Total in Words _____	

QUANTITIES. Each Bidder will determine their own quantities. This bid will result in a **lump sum contract**.

PRICING. This is a lump sum contract and the contract price will remain in effect until the contract is complete. Unit prices are used for pricing change orders only. The Contractor shall specify the length of time through which unit prices will remain in effect. If the contract is not issued prior to the unit price expiration date, the Owner shall have the option of:

- 1) negotiating a unit price time extension;
- 2) negotiating revised unit prices based upon verifiable suppliers' increases or decreases;
- 3) re-bidding the work.

Once the contract has been issued, the unit prices will remain in effect until the contract is complete.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the Bidding has been reserved by TOWN.

The undersigned hereby certifies that the information submitted herewith, including any attachment, is true to the best of his knowledge and belief.

Dated this _____ day of _____, 20__.

Name of BIDDER (Company)

Address of BIDDER

City, State, Zip Code

Area Code/Telephone Number

Authorized Officer/Title

Authorized Officer Signature

(I) (We), the undersigned (Corporate Secretary) (Partners), hereby certify that the above-named Officer is hereby authorized to execute all documents relative to this bid and the administration of this bid for and on behalf of the Company named above.

_____ or
Corporate Secretary (signature)

Partner Signature

Partner Signature

**LIST OF SUBCONTRACTORS AND SUPPLIERS
(TO BE SUBMITTED IF REQUESTED BY TOWN AFTER BID OPENING)**

To enable the TOWN to evaluate the BIDDER's qualifications to perform the WORK, as provided in the Instructions to BIDDERS, the BIDDER shall nominate subcontractors, manufacturers, suppliers, persons, firms and corporations (including those who are to furnish the principal items of material and equipment) to whom the BIDDER intends to award a Subcontract greater than or equal to one percent (1%) of the Bid amount. If the BIDDER intends to self-perform a classification of WORK for which a specialty contractor's license is required, the BIDDER shall nominate itself in the spaces provided for that purpose, and the BIDDER shall furnish the BIDDER'S contractor's license number(s) for that classification. For each nominated subcontractor, manufacturer, supplier, person, firm and corporation, the BIDDER shall enter, if available, the nominee's telephone number and required licensing information. Failure to provide this information if requested by TOWN will be just cause for TOWN to declare the BIDDER'S Bid non-responsive.

WORK TO BE PERFORMED	NOMINEE	CLASSIFICATION & LICENSE NUMBER	PERCENT OF BASE BID
-------------------------	---------	------------------------------------	------------------------

1.

2.

3.

4.

5.

EQUIPMENT/MATERIAL SUPPLIER

1.

2.

3.

4.

5.

Submitted by: _____
(Bidder)

Signed By: _____

Name and Title: _____

COPY(s) OF BIDDER'S STATE OF ARIZONA CONTRACTOR'S LICENSE(S)

Attach copy of required license(s)

BID BOND
(Surety Bond)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, (hereinafter "Principal"), and the _____, a corporation duly organized under the laws of the State of _____, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety, are held and firmly bound unto TOWN of Wickenburg, a municipal corporation as Obligee, in the sum of ten percent (10%) of the amount of the bid included in the proposal, submitted by the Principal to the Mayor and Council of TOWN of Wickenburg, for the WORK described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S. § 34-201.

WHEREAS, the Principal is herewith submitting its Bid for

_____.

NOW, THEREFORE, if TOWN of Wickenburg shall accept the Proposal of the Principal and the Principal shall enter into a CONTRACT with TOWN of Wickenburg, in accordance with the terms of such proposal and give the Bonds and Certificates of Insurance as specified in the SPECIFICATIONS with good and sufficient surety for the faithful performance of the CONTRACT and for the prompt payment of labor and material furnished in the prosecution of the CONTRACT, 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 TOWN of Wickenburg the difference not to exceed the penalty of the bond between the amount specified in the Proposal and such larger amount for which TOWN of Wickenburg 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 the Section to the extent as if it were copied at length herein.

This Surety Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. § 7-101 are satisfied.

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

Principal

Title

Witness:

Surety

Witness:

Title

Address of Surety:

* Attach Power of Attorney

BIDDERS' QUESTIONNAIRE
[To Be Submitted With Bid]

**BIDDER'S RESPONSIBILITY
SUPPLEMENTAL EVALUATION CRITERIA**

Organizational Information

BIDDER: _____
(Bidder's name)

Submitted by:

Name of Organization: _____

Name of Individual: _____

Title: _____

Address: _____

Telephone: (____) _____

Bidder's General Business Information

Check If: ☐ Corporation ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship

If Corporation:

a. Date and State of Incorporation:

b. List of Executive Officers:

Name

Title

If Partnership:

- a. Date and State of Organization:

- b. List of Current General Partners:

Name

Title

- c. Type of Partnership:

☐ General ☐ Publicly Traded ☐ Limited

☐ Other (describe): _____

If Joint Venture:

- a. Date and State of Organization:

- b. Name and Address of Owner or Owners:

Is your organization a member of a controlled group of corporations as defined in IRC Sec. 1563? ☐ Yes ☐ No

If yes, show names and addresses of affiliated companies:

Furnish the following information with respect to an accredited banking institution familiar with your organization:

Name of Bank: _____

Address: _____

Account Manager: _____

Telephone Number: () _____

Similar Projects
(Use Separate Sheets as needed)

Provide information for at least TWO (2) similar projects successfully completed within the last FIVE (5) years. (See Section 1.1.2.)

BIDDER: _____
(Bidder's name)

a. Name of Similar Project #1: _____

b. Contracting Party (Owner):
Name: _____
Address: _____
Telephone Number: (____) _____

c. If Joint Venture, names of each participant:

d. Contract Price: _____

e. Description of Similar Project #1: _____

(Briefly describe here, and attach a copy of the description in the Contract. Technical specifications may be requested by TOWN.)

f. Construction Manager(s) during the Similar Project #1:
Name: _____
Address: _____
Telephone Number: (____) _____

g. Start date (notice to proceed issued): _____

h. Completion date provided for in the Contract: _____

i. Substantial completion date (approved by Owner): _____

j. Reasons why work was completed early, or why delays occurred:

- k. Final price paid by Owner for the Similar Project #1: _____
- l. If final price was 10% less or more than the original Contract Price, describe why:

- m. Describe any large cost over-runs (claims in excess of \$ _____) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:

- n. Did Owner file a lawsuit against Bidder concerning performance?
Yes _____ No _____ If so, what was the result? _____

- o. Following final payment on the Similar Project, has Bidder voluntarily or otherwise provided any additional work or repairs, or made any payments to the Owner to cure defects or fulfill warranties made to the Owner concerning the quality of the performance/or the work involved in the Similar Project? Describe:

- p. Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project? Yes _____ No _____ Describe:

All answers should be complete and informative. Attach additional sheets if needed to give a full answer. TOWN may, at its discretion, request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract.

Similar Projects
(Use Separate Sheets as needed)

Similar Project #2

BIDDER: _____
(Bidder's name)

a. Name of Similar Project #2: _____

b. Contracting Party (Owner):
Name: _____
Address: _____
Telephone Number: (____) _____

c. If Joint Venture, names of each participant:

d. Contract Price: _____

e. Description of Similar Project #2: _____

(Briefly describe here, and attach a copy of the description in the Contract. Technical specifications may be requested by TOWN.)

f. Construction Manager(s) during the Similar Project #2:
Name: _____
Address: _____
Telephone Number: (____) _____

g. Start date (notice to proceed issued): _____

h. Completion date provided for in the Contract: _____

i. Substantial completion date (approved by Owner): _____

j. Reasons why work was completed early, or why delays occurred:

k. Final price paid by Owner for the Similar Project #2: _____

- l. If final price was 10% less or more than the original Contract Price, describe why:

- m. Describe any large cost over-runs (claims in excess of \$_____) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:

- n. Did Owner file a lawsuit against Bidder concerning performance?
Yes _____ No _____ If so, what was the result? _____

- o. Following final payment on the Similar Project, has Bidder voluntarily or otherwise provided any additional work or repairs, or made any payments to the Owner to cure defects or fulfill warranties made to the Owner concerning the quality of the performance/or the work involved in the Similar Project? Describe:

- p. Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project? Yes _____ No _____ Describe:

All answers should be complete and informative. Attach additional sheets if needed to give a full answer. TOWN may, at its discretion, request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract

Personnel/Subcontractor Qualifications

BIDDER: _____
(Bidder's name)

- a. List details of the construction experience of the Key Personnel (as defined in Paragraph 1.1.2 of the Contract Documents) directly involved in construction activities:

- b. Does Bidder have an adequate workforce to complete the Work if awarded the Contract? Describe, including general types of work performed with your own work force:

- c. What additional personnel may need to be hired by Bidder as employees, if awarded the Contract?

- d. What other major projects is Bidder currently under contract to perform? (Describe the projects, completion dates)

- e. Are subcontractors proposed by Bidder ready, willing, and able to perform the work? Yes_____ No_____. (Town may request additional information concerning subcontractors' past performance, personnel, equipment, licenses, and other pending projects)

- f. If proposed subcontractors are not available, how does Bidder propose to replace the subcontractors? _____

- g. If Bidder requires additional or replacement personnel and/or subcontractors to complete the Work, and there is a labor shortage due to high volume of construction occurring in

the Phoenix metropolitan area, is Bidder able to complete the Work on time, as required by the Contract Documents? Yes_____ No_____. Please describe. (TOWN does not consider mere labor shortage to qualify as force majeure.)

- h. Has any corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization? Yes_____ No _____. If yes, describe circumstances: _____

Equipment

BIDDER: _____
(Bidder's name)

- a. Does Bidder own equipment necessary to complete the work if awarded the Contract?
Explain: _____

- b. Will any equipment need to be rented or leased by Bidder? Explain: _____

NOTICE OF AWARD

[Insert Current Date]

[Insert CONTRACTOR'S Name and Address]

As the authorized representative for TOWN of Wickenburg, I am pleased to notify you that _____ has been awarded a CONTRACT for the PROJECT entitled _____ in accordance with the CONTRACT DOCUMENTS for the amount of \$ _____ as specified in your Bid. Enclosed are _____ copies of the CONTRACT DOCUMENTS for your completion. Please execute and return all copies of the CONTRACT DOCUMENTS including the Bond(s), Power of Attorney and Certificates of Insurance to this office on or before _____. One fully executed copy will then be returned to you for your records.

Be advised that a pre-construction conference has been scheduled for _____ at _____ .m. It is requested that you and/or your representative be in attendance. Please bring a current list of your SUBCONTRACTORS and a copy of your revised progress schedule, if any.

Thank you and we look forward to a good working relationship.

Respectfully,

[INSERT NAME AND ADDRESS OF
MUNICIPAL REPRESENTATIVE]

CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between TOWN of Wickenburg, Arizona, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the "TOWN" and _____, a _____ corporation, hereinafter designated the "CONTRACTOR."

In consideration of the mutual covenants made herein the parties agree as follows:

1. CONTRACTOR has covenanted and agreed, for and in consideration of the payments made to CONTRACTOR by TOWN provided for in the CONTRACT DOCUMENTS for the PROJECT described below, and under the penalty expressed in the bonds required by such CONTRACT DOCUMENTS at his proper cost and expense to do all the WORK and furnish all MATERIALS, tools, labor and all appliances and appurtenances called for by the CONTRACT and all CONTRACT DOCUMENTS free from all claims, liens and charges whatsoever, in the manner, and for the conditions hereinafter specified, that are necessary for the construction of:

PROJECT – Bid 24-03 SWWTP Intensification Project

2. The WORK done and MATERIALS and equipment furnished shall be strictly pursuant to and in conformity with the SPECIFICATIONS and PLANS.

3. The Notice and Call for Bids, Information for BIDDERS and Bidding Requirements, General Conditions, SPECIAL CONDITIONS, ENGINEER'S INSTRUCTION BULLETINS, Bid, PERFORMANCE and PAYMENT BONDS, Affidavits, Authorized Signature Form, PLANS, Addenda and CHANGE ORDERS are incorporated herein and made hereby understood to be a part of this CONTRACT as though set forth in full.

4. This Agreement shall inure to the benefit of, and shall be binding upon TOWN and CONTRACTOR and their respective successors and assigns.

5. This Agreement may not be amended or any of its terms modified without the written consent of TOWN and CONTRACTOR.

6. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

8. CONTRACTOR shall complete all WORK required within 120 DAYS beginning with the day following the starting date specified in the NOTICE TO PROCEED as more fully set forth in Sections 9.2.1 and 9.2.2 of the CONTRACT DOCUMENTS. Upon failure to complete the WORK within the time specified, CONTRACTOR shall pay the amount of \$500.00 per calendar day for each day the WORK is not finally complete, as the terms are more fully described in Sections 9.7.1 and 9.7.2 of the CONTRACT DOCUMENTS as and for

liquidated damages incurred by TOWN for failure to complete the WORK within the specified time.

9. CONTRACTOR agrees he is an independent contractor and not an agent or employee of TOWN. CONTRACTOR shall supervise and direct the WORK to be done, using his best skill and attention. CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences, procedures and for coordinating all portions of the WORK, required by the CONTRACT DOCUMENTS. CONTRACTOR shall be responsible to TOWN for the acts and omissions of his employees, SUBCONTRACTORS and their agents and employees, and other persons performing any of the WORK under any CONTRACT DOCUMENTS.

10. Should litigation be necessary to enforce any term or provision of this CONTRACT, or to collect any damages claimed or portion of the amount payable under this CONTRACT, then all litigation and collection expenses, witness fees, court costs, and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if they so elect in the event of a dispute hereunder.

11. Under Section 38-511, Arizona Revised Statutes, as amended, TOWN may cancel any CONTRACT it is a party to within three years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the CONTRACT on behalf of TOWN is, at any time while the CONTRACT or any extension thereof is in effect, an employee or agent of any other party to the CONTRACT in any capacity or a consultant to any other party to the CONTRACT with respect to the subject matter of the CONTRACT. In the event TOWN elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, TOWN agrees to immediately give notice thereof to CONTRACTOR.

12. All notices and demands required or permitted by this CONTRACT shall be in writing and shall be deemed to have been given or properly served when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Section; (2) delivered personally to the authorized representative of the parties to this CONTRACT; or (3) if given by facsimile, when addressed and transmitted to the respective facsimile number as specified below or to such other address or facsimile number as may be furnished by either party to the other pursuant to this Section, and the appropriate confirmation of transmittal is received. Any party giving notice or demand by facsimile immediately shall send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Section.

13. China. Pursuant to and in compliance with A.R.S. § 35-394, CONTRACTOR hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that CONTRACTOR will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. CONTRACTOR also hereby agrees to indemnify and hold

harmless the WICKENBURG, its officials, employees, and agents from any claims or causes of action relating to the WICKENBURG's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the WICKENBURG in defending such as action.

14. Israel. To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, CONTRACTOR hereby certifies that it is not currently engaged in and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

Notices to CONTRACTOR:

Notices to TOWN:

Town Manager
Town of Wickenburg
155 N. Tegner, Suite A
Wickenburg, Arizona 85390

FAX No.

Telephone No.

Email:

15. No amendment or waiver of any provision of these CONTRACT DOCUMENTS nor consent to any departure by TOWN shall be effective unless the same shall be in writing and signed by TOWN. Such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

16. No waiver by TOWN of any default or breach by CONTRACTOR shall be deemed to be or constitute a waiver of any other or subsequent default or breach. TOWN expressly reserves and shall have all rights and remedies available to it under the provisions of the CONTRACT DOCUMENTS.

17. The CONTRACT amount shall be as set forth in CONTRACTOR'S Bid,

_____, and any additional amounts agreed to pursuant to valid CHANGE ORDER, approved by TOWN.

[Signatures on Next Page]

IN WITNESS WHEREOF, _____ identical and counterparts of this CONTRACT, each of them that shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first herein written.

TOWN OF WICKENBURG, ARIZONA

By _____

Title _____

ATTEST:

Amy Brown, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman PLLC

WITNESSES:

CONTRACTOR

By _____

Title _____

TOWN OF WICKENBURG, ARIZONA

AUTHORIZED SIGNATURE FORM

WHEREAS, _____, an _____ corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the
that

(Corporate Name) (Name of Parties Authorized)
is/are authorized to execute and sign on behalf of said corporation/company the following documents:

- | | |
|-----------------|--------------------------------------|
| 1. The CONTRACT | 5. CHANGE ORDERS |
| 2. The Bond | 6. All other papers necessary |
| 3. Payrolls | for the conduct of the corporation's |
| 4. Claims | affairs and the execution of the |
| | CONTRACT |

The above-named person(s) is/are granted the authority and duties herein referenced for the duration of the CONTRACT for this PROJECT or until express notice of revocation has been duly given in writing, whichever is the lesser period.

DATED and passed by the Board of Directors this ____ day of _____,
20____.

(Signature of Persons Authorized to Sign)

(Title)

(Document No.)

CERTIFICATE

STATE OF _____)
) ss.
County of _____)

I, _____ of the _____, a corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said Board held on _____, 20____, and that the same is in full force and effect at this time.

DATED _____, 20____

(Officer of Corporation)

(Seal of Corporation)

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 20____ by _____, appearing before the undersigned Notary Public, and stated that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

Notary Public

My Commission Expires:

[PERFORMANCE BOND]

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter "Principal"), and _____, a corporation organized and existing under the laws of the State of _____, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety are held and firmly bound unto TOWN of Wickenburg, County of Maricopa, State of Arizona in the amount of _____ Dollars (\$_____), for the payment of which, the 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 TOWN of Wickenburg, entitled _____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the CONTRACT during the original term of the CONTRACT and any extension of the CONTRACT with or without notice to the Surety, and during the life of the guaranty required under the CONTRACT, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the CONTRACT that may hereinafter 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 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 judgment reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Project Name: SWWTP Intensification Project

Project No.: Bid 24-03

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

PRINCIPAL

SEAL

By _____

SURETY

SEAL

By _____

Address of Surety:

AGENT OF RECORD

AGENT ADDRESS

* Attach Power of Attorney

[LABOR AND MATERIALS BOND]

STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE 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 _____, a corporation
organized and existing under the laws of the State of _____, duly licensed in and
holding a certificate of authority to transact surety business in the State of Arizona issued by the
Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter
"Surety"), as Surety are held and firmly bound unto TOWN of Wickenburg, County of
Maricopa, State of Arizona in the amount of _____
Dollars (\$_____), for the payment of which the 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
TOWN of Wickenburg, entitled
_____.

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 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, conditions and limitations of Title 34, Chapter
2, Article 2, Arizona Revised Statutes, to the 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 judgment
reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the
requirements of A.R.S. Section 7-101 are satisfied.

Project Name: SWWTP Intensification Project
Project No.: Bid 24-03

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

PRINCIPAL SEAL

By _____

SURETY

SEAL

By _____

Address of Surety:

AGENT OF RECORD

AGENT ADDRESS

* Attach Power of Attorney

TOWN OF WICKENBURG, ARIZONA
CERTIFICATE OF INSURANCE

PROJECT Name No. _____ PROJECT Address _____

The _____
certifies that the following insurance policies have been issued on behalf of Named Insured
_____Name & Address of Insured
_____Name and address of Additional Insured: TOWN of Wickenburg, Arizona
155 N. Tegner, Suite A
Wickenburg, Arizona 85390

<u>Type of Insurance</u>	<u>Policy No.</u>	<u>Eff. Date</u>	<u>Exp. Date</u>	<u>Limits of Liability</u>
(1) Workers' Compensation				\$
(2) Employer's Liability				\$ per accident \$ disease per employee \$ disease aggregate
(3) Commercial General Liability including broad form property damage, completed operations and explosion, collapse and underground coverage				\$ per occurrence \$ aggregate combined single limit
(4) Builder's "All Risk"				\$
(5) Automobile Bodily Injury & Property Damage including all owned, hired or non-owned equipment				\$
(6) Umbrella Coverage				\$

It is agreed that none of these policies or any coverage thereunder will be cancelled or changed so as to affect this certificate until thirty (30) DAYS written notice of such cancellation or change has been delivered to TOWN of Wickenburg.

COVERAGE SHALL BE APPLIED WITHOUT OFFSET AGAINST TOWN'S EXISTING POLICIES OR POLICIES IN EFFECT AT THE TIME OF ANY CLAIM.

It is further agreed that:

The insurance coverages referenced above apply to all operations on or at the PROJECT site which are undertaken by the insured, SUBCONTRACTORS or their employees and agents during the life of the Construction CONTRACT. These policies shall not expire until all WORK has been completed and the PROJECT has been accepted by TOWN of Wickenburg. If a policy does expire during the life of the CONTRACT, a renewal Certificate of the required coverage must be sent to TOWN of Wickenburg not less than thirty (30) DAYS prior to expiration date. The Insurer has examined and hereby agrees to the indemnification provisions contained in the CONTRACT DOCUMENTS related to the PROJECT between the Insured and TOWN of Wickenburg.

This Certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

Date:

Countersigned by:

Signature

Title

NOTICE TO PROCEED

DATE:

TO:

Subject: NOTICE TO PROCEED AND RETURN OF EXECUTED CONTRACT

Project Name: SWWTP Intensification

Project Number: Bid 24-03

Contract Amount: \$

Liquidated Damages: \$ 500.00/day

Effective Date:

Final Completion Date:

Council Approval:

Item Number:

P.O. Number:

This letter serves as _____, NOTICE TO PROCEED with performance of the above-referenced project contract.

A fully executed and approved copy of the contract, and the project's purchase order are enclosed for your files. Please indicate the above-mentioned project number on all correspondence. Failure to do so may cause unnecessary delays.

When submitting payment requests, the following information is needed:

1. Cover Letter transmitting the Pay Application, and a summary of the project status.
2. A completed "Application and Certification for Payment", on approved Town format.
3. A clear, detailed billing invoice, indicating the Project Number and Purchase Order Number referenced above.

If you have any questions please contact Capital Projects at _____

Sincerely,

Capital Projects Coordinator

Enclosures

cc:

ACCEPTANCE OF NOTICE

Receipt of the foregoing NOTICE TO PROCEED is hereby acknowledged by _____,
this ____ day of _____, 20__.

By _____

Title _____

Project Name: SWWTP Intensification Project

Project No.: Bid 24-03

CHANGE ORDER NO. _____

PROJECT: SWWTP Intensification Project

DATE:

OWNER: Town of Wickenburg

PROJECT NO: Bid 24-03

CONTRACTOR:

CONTRACT DATED:

ENGINEER:

CHANGES: The CONTRACT is changed as follows:

COST/TIME: Original CONTRACT SUM: \$

Previously Authorized CHANGE ORDERS: \$

CONTRACT sum prior to this CHANGE ORDER: \$

CHANGE ORDER # Amount: \$

New CONTRACT SUM: \$

THE NEW CONTRACT SUM INCLUDES ALL GENERAL CONDITIONS THAT ARE APPLICABLE TO THIS CHANGE ORDER.

CONTRACT TIME will be increased by:

Approved/Accepted by:

ENGINEER: By: _____ Date: _____

CONTRACTOR: By: _____ Date: _____

OWNER: By: _____ Date: _____

Not valid until signed by both TOWN and ENGINEER. Signature of CONTRACTOR indicates acceptance, including CONTRACT SUM and CONTRACT TIME.

TOWN OF WICKENBURG, ARIZONA

CONTRACTOR'S AFFIDAVIT
REGARDING SETTLEMENT OF CLAIMS

PROJECT _____

To TOWN of Wickenburg, Arizona
Building Department:

The undersigned hereby certifies that (1) all lawful claims for MATERIALS, rental of equipment and labor used in connection with the construction of the above PROJECT, whether by SUBCONTRACTOR or claimant in person, have been duly discharged; and (2) to the best of undersigned's knowledge, there are not any disputed or unresolved claims of any type for MATERIALS, equipment or labor in connection with this PROJECT.

The undersigned, for the consideration of \$_____, as set out in the final pay estimate, as full and complete payment under the terms of the CONTRACT, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described PROJECT. The undersigned further agrees to indemnify and save harmless TOWN of Wickenburg against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said TOWN may suffer arising out of the failure of the undersigned to pay for all labor performance and MATERIALS furnished for the performance of said installation.

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

CONTRACTOR
By _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires:

SPECIAL CONDITIONS

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Contract Packet for Governmental Borrowers with Wage Determination

TECHNICAL SPECIFICATIONS

See Plans and Bid Specifications on Town of Wickenburg website

Major Equipment and Details

1. Install rotary drum screens (2) and platform
2. Install valve vault (3)
3. Install WAS pump station
4. Install process air blower and shade structure
5. Install piping and associated appurtenances
6. Install associated electrical