

PROJECT PROVISIONS AND SPECIFICATIONS

FOR

**CHIP SEAL (SPRING, FY 24-25)
IN YAVAPAI COUNTY, ARIZONA**

PROJECT #2450149

Board of Supervisors

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Public Works Director

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IN YAVAPAI COUNTY, ARIZONA
PROJECT #2450149

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CALL FOR BIDS

Sealed bids will be received by the Board of Supervisors of Yavapai County in the office of the Clerk of the Board of Supervisors, Room 310, Yavapai County Administrative Services Building, 1015 Fair Street, Prescott, Arizona, until 1:30 p.m. (by the official clock located in the office of the Clerk of the Board of Supervisors), Thursday, February 13, 2025, for **CHIP SEAL (SPRING, FY 24-25) IN YAVAPAI COUNTY, ARIZONA - PROJECT #2450149**. No bids will be accepted after 1:30 p.m. The bids will be publicly opened and read aloud in the Yavapai County Administrative Services Building, Gladys Gardner Conference Room, 1015 Fair Street, Prescott, Arizona, at 2:00 p.m. on Thursday, February 13, 2025.

The scope of work for this project includes furnishing all labor, materials, equipment, fixtures, and services required for the placement of a CRS-2P 3/8" chip seal in Black Canyon City. Total estimated quantity of areas to receive a CRS-2P 3/8" chip seal is approximately 308,497 square yards. The total amount of fog seal coat is estimated at 30,850 gallons. Re-establishing existing paint striping and markings, where applicable, is also included in this contract and as specified on the plans. All work is to be done in accordance with the plans, specifications, and contract documents.

A **MANDATORY** pre-bid meeting has been scheduled for 10:00 a.m., Tuesday, February 4, 2025, hosted by Yavapai County Public Works through an online virtual meeting portal. Detailed meeting instructions will be included in the contract documents. Any questions or concerns about the project will be addressed at that time.

Contract drawings and project manuals will be available by end of day Tuesday, January 28, 2025, at the following website: <https://www.yavapaiaz.gov/bids/public-works>

All proposals shall be submitted in strict accordance with the **INSTRUCTIONS FOR BIDDING** included on the website and submitted on the documents provided therein. Bids shall include all applicable taxes and must be accompanied by a proposal guaranty in the form of a certified check, cashier's check, or surety bond in the amount of ten percent (10%) of the contract price bid, made payable to the Yavapai County Board of Supervisors.

Each proposal shall be submitted by hand, U.S. Postal Service, or other carrier to the Yavapai County Board of Supervisors, 1015 Fair Street, Room 310, Prescott, Arizona 86305. Yavapai County will not be responsible for submitted bids not marked appropriately and/or sent to the wrong address.

Bidders are invited to be present at the opening of bids, but absence will not be considered cause for disqualification.

Bidders shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract. The Board of Supervisors of Yavapai County reserves the right to reject any or all bids, to waive formalities, and to accept the bid deemed to be in the best interest of Yavapai County.

Dated: January 15, 2025

/s/ Amanda Cook, Deputy Clerk
Yavapai County Board of Supervisors

Publish: The Prescott Courier
January 26, 28, 29, 30, 2025
The Verde Independent
January 25, 28, 2025

GENERAL PROVISIONS

PROPOSAL All standard specifications and details, unless otherwise noted, shall conform to "Uniform Standard Specifications for Public Works Construction", Maricopa Association of Governments (MAG), 1998, and all subsequent revisions thereto and Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, 2008, and all subsequent revisions thereto, which are incorporated herein by reference.

BIDDING REQUIREMENTS AND CONDITIONS MAG Specifications Sections 102.1 through 102.14 are incorporated herein by reference, including:

Each bid submitted, either by hand, U.S. Postal Service, or other carrier, shall be submitted to the Yavapai County Board of Supervisors, 1015 Fair Street, Room 310, Prescott, Arizona, before the day and hour set for the submittal of bids in the Call for Bids. Bids shall be sealed and plainly marked with the title of the work and the name of the bidder. It is the SOLE responsibility of the bidder to see that his bid is received in proper time. Yavapai County will not be responsible for any bid not received in proper time and/or sent to the wrong address. Any bids received after the scheduled closing time for receipt of bids, by the official clock located in the office of the Clerk of the Board of Supervisors, will be returned to the bidder unopened.

BID SECURITY A bid bond in the amount of 10% of the bid shall be required at the time the bid or proposal is submitted, in the form of a certified check, cashiers check or surety bond and shall be in accordance with A.R.S. §34-201(A)(3).

WITHDRAWAL OF BID Any bidder may withdraw his bid, either personally or by telegraphic or written request, inclusive of facsimile, at any time prior to the scheduled closing time for receipt of bids.

PLANS & SPECIFICATIONS Plans, specifications, and all other documents required by bidders may be obtained by electronic download from the internet at www.yavapiaz.gov/bids/public-works. It is the bidder's responsibility to check this website within 48 hours of bid opening to check for addenda and review the final project plans and documents for revisions prior to submitting their bid. No revisions to the project plans and documents will be posted online within 48 hours of the scheduled bid opening. Yavapai County will not be supplying bidders with hard copies of the project plans and documents. It will be the Bidder's responsibility to contract printing services for hard copies of the project plans and documents.

ARIZONA CONTRACTOR'S LICENSE Prior to submission of bids, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the Arizona Registrar of Contractors.

CONTRACTOR PARTICIPATION A minimum of 50% of the work must be accomplished directly by the bidding contractor.

INTERPRETATION OF PLANS AND DOCUMENTS MAG Specifications, Section 102.4, are incorporated herein by reference including: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Contract Documents, or finds discrepancies in or omission from the Plans or Specifications, he shall submit to the Yavapai County Public Works Director a written request for an interpretation or correction thereof no later than five working days before the bid opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made or delivered to each person receiving a set of such documents, and shall be binding. Interested bidders may call or visit the office of the Yavapai County Public Works Director.

INFORMATION ON BID OPENING Information regarding the bid opening will not be available until at least 24 hours following the opening.

AWARD AND EXECUTION OF CONTRACT MAG Specifications, Section 103.1 through 103.8, are incorporated herein by reference, except as expressly modified herein, including the following:

Pre-Award Conference - A pre-award conference will be scheduled by the Owner. Attendance of the Contractor is required at the scheduled place and time. Telephone conferences will not be considered.

Equipment List/Schedule of Manpower/Construction Schedule – The Contractor shall provide a list of equipment and a schedule of manpower to be utilized on this project, and a detailed construction schedule. The lists and schedules submitted shall identify manpower and equipment sufficient to demonstrate ability to accomplish the scope of work during the term of the contract and are subject to review and approval by the Owner prior to award.

Award of Contract paragraph, 103.3 to be revised as follows:

The Contract will be awarded to the lowest qualified bidder complying with these instructions and with the Call for Bids. Past performance on county projects or other public projects will be evaluated in awarding contracts, and Yavapai County may decide to award to a contractor who is not the lowest bidder. Notwithstanding any contrary or inconsistent provision in the contract documents, Yavapai County reserves the right to accept or reject any or all bids if it deems it in the best interests of the County. Yavapai County reserves the right, but is not obligated, to waive any lack of formal compliance in the bids received. Deviations from County (Owner) specifications may result in rejection of bid(s). The award, if made, will be within sixty (60) calendar days after the opening of bids.

ASSIGNMENT OF PAYMENTS MAG Specifications Section 109.3, including assignment of contract clause in the “Information to Bidders” in this set of specifications are incorporated herein by reference.

NOTICE TO PROCEED The Contractor or subcontractor shall not work on any part of the project or incur any expenses or obligations until a Notice to Proceed has been issued by the

County. The County is not responsible for any costs incurred prior to issuance of the Notice to Proceed. The Notice to Proceed will be sent to the Contractor by first class mail or delivered to him in person.

ASSIGNMENT OF CONTRACT Any attempted partial or full assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds received there-under by the Contractor, will have no legal effect nor will it be recognized by the County unless such assignment has had prior written approval of the Yavapai County Board of Supervisors and surety has been given due notice of such assignment in writing and has consented thereto in writing.

NON-PERFORMANCE OF WORK TASKS BY THE CONTRACTOR If the Contractor fails, neglects, or refuses to perform work tasks necessary for the completion of the total job; to replace defective work or to repair or resurface, in a manner that is acceptable to the Public Works Director; public rights-of-way disturbed by his work which are a nuisance, hazard, impedes or endangers vehicular traffic and the public; the Public Works Director may serve written notice upon the Contractor if its intention to have the work performed by others. Unless, within three (3) calendar days after the service of such notice, the Contractor has made such arrangement and scheduled the accomplishment of said work tasks to the satisfaction of the Public Works Director, The County will proceed to have the work accomplished by others or by itself and deduct the costs thereof from amounts due to the Contractor.

INDEMNIFICATION OF COUNTY AGAINST LIABILITY The Contractor agrees to indemnify and save harmless Yavapai County, and its employees, officers, agents and representatives from all suits, including attorneys fees and cost of litigation, actions, loss, damage, expense, cost or claims, of any character or any nature arising out of the work done in fulfillment of the construction of the improvement under the terms of this contract or on account of any act, claim or amount whether arising or recovered under Workmen's Compensation law or arising out of the failure of the Contractor or those acting under Contractor to conform to any statutes, ordinance, regulation, law or court decree. It is the intent of the parties to this contract that Yavapai County shall, in all instances, be indemnified against all liability, losses and damages of any nature whatever for or on account of any injuries to or death of persons or damages to or destruction of property arising out of or in any way connected with the performance of this contract, whether the liability, loss or damage is caused by, or alleged to be caused in whole or in part by the negligence or fault of the Contractor or of its officers, agents, employees, or subcontractors. The Contractor shall not be obligated to hold harmless or indemnify Yavapai County for damage caused by Yavapai County, its departments agents or employees.

WAIVER OF JURY TRIAL The parties hereto expressly covenant and agree that in the event of a dispute arising from this contract, each of the parties hereto waive any rights to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project which is the subject of this contract.

WAIVER OF ATTORNEYS FEES The parties hereto expressly covenant and agree that in the event of litigation arising from this Contract, neither party shall be entitled to an award of attorneys fees, except as expressly provided herein, either pursuant to the contract, pursuant to A.R.S. §12-341.01(A) and (B), or pursuant to any other state or federal statute. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this contract.

DEFINITIONS MAG Specifications Section 101.2 are incorporated herein by reference including:

- A. **AWARD** The formal action of the governing body in accepting a bid.
- B. **BID SECURITY** Refers to the certified check, cashiers check, or surety bond, which is required to be submitted with the bid to ensure execution of the contract and the furnishing of the required bonds and contract documents.
- C. **OWNER** Yavapai County.
- D. **COUNTY** Yavapai County.
- E. **COUNTY'S REPRESENTATIVE** The authorized representative of the County, which may be an individual or a firm, or his assistants assigned to the project work, the project site, or any part thereof during the performance of the work by the Contractor and until final acceptance.
- F. **PUBLIC WORKS DIRECTOR** The Yavapai County Public Works Director or his designee, representative, or assistants.
- G. **DESIGN ENGINEER** The firm or person and his properly authorized assistants designated by the County to prepare Plans and Specifications for the work.
- H. **CALL FOR BIDS** Refers to the standard forms inviting bids.
- I. **ADDENDA** MAG Specifications, Section 102.1 through 102.13 including: Any Addenda issued during the time of bidding, forming a part of the documents issued to the bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the contract.

INSTRUCTIONS FOR PREPARING PROPOSAL

EXAMINATION BY BIDDERS At its own expense and prior to submitting its bid, each bidder shall (a) examine the Contract Documents, (b) visit the site and determine the local conditions which in any way affect the performance of the work, including prevailing wages and other pertaining cost factors, (c) familiarize himself with all Federal, State, and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, (d) make such surveys and investigation, including

investigation of subsurface or latent physical conditions at the site where the work is to be performed, as may be reasonably necessary for performance of the work, at its bid price within the terms of the Contract Documents, (e) determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided, and (f) correlate its observations, investigations, and determinations with the requirements of the Contract Documents. The Contract Documents contain the conditions, surveys, and other data used in the design of the work.

Payment for all work performed under this contract shall be based on the units as shown on the Bidding Schedule. Payment of the bid items as stated in the Contractor's bid for the completed work, shall be compensation in full for furnishing of all overhead, labor, materials, devices, equipment and appurtenances included in the work as are necessary to complete the total work under this contract in a good, neat, and satisfactory manner as indicated on the Plans, as described in the Specifications, and as otherwise implied or required to fulfill the objective of the work. It is the intent of the contract that maximum payments shall not exceed the agreed unit price(s) without duly authorized change orders, in the manner specified herein. Each item, fixture, piece of equipment, work, etc., as indicated on the Plans, or specified anywhere in these documents shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item, and the total system or systems.

Any and all patents, license fees, permits, insurance premiums, etc., for the right to use equipment or processes included in this contract shall be included in the bid price, and shall include all applicable taxes.

Cost of testing, and other incidental operations, profit and overhead cost, including the cost of supervision, temporary field offices, move-in, move-out, insurance, taxes, equipment not a permanent part of the job, and other incidental items, shall be included in the bid price.

The *Total Amount Bid* must be filled out by the bidder both in numerals and in words. In case of any discrepancy between the price in numerals and price in written words, as written or corrected, the price in written words shall be presumed to be correct unless obviously in error, and shall be considered as the Contractor's correct and intended bid.

Bids shall not contain any recapitulations for the work to be done. Alternative bids will not be considered unless specifically called for. If anyone 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 must submit to the Public Works Director a written request, a minimum of 72 hours prior to the scheduled bid opening, for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

Any interpretation or correction of the Contract Documents will be made only by an Addendum duly issued by the County and posted on www.yavapaiaz.gov/bids/public-works no later than 48 hours prior to the scheduled bid opening. The County will not be responsible for any other explanations or interpretations of the documents.

If the bid is made by an individual, it shall be signed and his full name and address shall be given. If it is made by a partnership, it shall be signed with the partnership name and by a general partner of the firm who shall also sign his own name, and the name and address of each partner shall be given; and, if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers.

AWARD AND EXECUTION OF CONTRACT

INSURANCE In accordance with MAG Specification Section 103.6, which is incorporated herein by reference, the Contractor shall provide proof of the following types of insurance required under this Contract with minimum limits as described herein:

- A. Comprehensive General Liability insurance for injuries, including accidental death, to any one person in an amount not less than \$2,000,000. Subject to the same limits on account of one accident, in a total amount not less than \$4,000,000.

Such policy shall include coverage for the following:

1. Injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
 2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below or above the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, or injury to or destruction of any property at any time resulting therefrom.
 3. Injury to or destruction of any property arising out of blasting or explosion.
- B. Automobile Liability and Property Damage insurance to cover each automobile, truck, and other vehicle used in the performance of the contract in an amount of not less than \$1,000,000 for one person, and \$1,000,000 for more than one person, and property damage in the sum of \$1,000,000 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided herein. This coverage shall include all owned, hired and non-owned vehicles.
- C. Builders Risk (vertical build only – NOT required for road construction projects), including an endorsement for fire and extended coverage, vandalism, malicious mischief, earthquake, landslide, flood, collapse or loss due to the results of faulty workmanship during the contract time and until final acceptance of work by the County in an amount not less than ONE HUNDRED PERCENT (100%) of the contract price. The entire project covered by this Contract will be at the Contractor's risk until final acceptance by the County.

For all policies listed in paragraphs A, B and C above, Yavapai County shall be named as an additional insured on the Certificate of Insurance.

- D. Workers' Compensation and Employer's Liability. Statutory coverage for Workers' Compensation and Employer's Liability in an amount not less than \$1,000,000.

For the policies listed in paragraph D, Yavapai County shall be named as a certificate holder and a waiver of subrogation in favor of the County shall apply. The Contractor is required to provide a letter of certification from the Arizona Industrial Commission or its insurance agent evidencing coverage.

The certificates shall identify the contract number and title and evidence coverage by an insurance company authorized to transact business in the State of Arizona and rated Best A-VIII or better as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company. All required insurance shall be maintained during the life of the contract. No policy shall expire, be canceled or materially changed to affect the coverage available to the County during the life of the contract. If an insurance policy expires during the life of the contract, the Contractor shall provide a renewal certificate to the County not less than thirty (30) days prior to the expiration date.

COMMENCEMENT, PROSECUTION AND PROGRESS

COMMENCEMENT The Contractor shall commence work on or before the tenth (10th) calendar day from the date specified in the Notice to Proceed. All work under the contract shall be completed within the period of time specified in the contract documents. The County reserves the right to issue Notice to Proceed at any time between zero (0) and sixty (60) days after contract award. Notice to Proceed will be issued not later than sixty (60) calendar days after the contract has been awarded, unless otherwise agreed upon in writing, or as may be specified in the contract documents. In addition, the Contractor shall not commence work until all required documents, bonds, plans and schedules have been received and approved by the County. These submittals will not affect the issuance of Notice to Proceed by the County.

PUBLIC NOTICE Contractor shall issue written notification to those residents and businesses affected by the work. This notification shall contain at a minimum, 1) Type Of Work; 2) Contractor; 3) Contractor's Phone Number and Point of Contact; 4) Duration of Project, including days and hours of operations; 5) Date Project Commences; 6) Description of Project Site; 7) Contractor's after hours Point of Contact and phone number. The Contractor shall install a sign at all ends of the project giving a contact number for the contractor where issues and concerns will be addressed. The signs shall be maintained throughout the construction period and shall be of sufficient size and shall be installed at locations acceptable to the Owner.

MITIGATING COMPLAINTS It shall be the responsibility of the Contractor to promptly answer and resolve all complaints from residents and businesses. The Contractor shall take all reasonable actions to mitigate all complaints of residents and businesses resulting from his operation or traffic control to the satisfaction of the Owner at no expense to the Owner.

SUBCONTRACTORS MAG Specifications Section 108.2 are incorporated herein by reference including: All subcontractors and purchase orders for equipment shall state and establish guaranteed delivery dates, at such times as determined by the Contractor, that will allow the Contractor to complete the project within the contract time.

CONTRACTOR'S REPRESENTATIVE AND EMERGENCIES MAG Specifications, Section 105.5, are incorporated herein by reference including: Plans and specifications to successful bidder clause in the "Information to Bidders" in this set of specifications.

CONTRACTOR DOCUMENTS

- A. The Contractor shall keep at the work site a copy of the Contract Documents and shall at all times give the Public Works Director access thereto.
- B. The Call for Bids, Information to Bidders, Special Conditions, Specifications, Plans, and all supplementary documents are intended to be a complete and complementary statement of the contract between the parties, and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the contract documents, the Contractor shall immediately call the matter to the attention of the Public Works Director for furnishing of detailed instructions. Figured dimensions shall govern over scaled dimensions.
- C. 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, or anything indicated on the plans and not mentioned in these specifications shall be in the same force and effect as if indicated or mentioned in both.

ADDENDA, REVISIONS AND SUPPLEMENTARY DRAWINGS

- A. The work shall conform to such other drawings relating thereto as may be furnished by the County prior to the opening of bids, and to such drawings in the explanation of details or minor modifications as may be furnished from time to time during construction, including such minor modifications as the Public Works Director may consider necessary during the prosecution of the work.
- B. Scaled dimensions shall not be used in the construction of the work.

ERRORS AND OMISSIONS The written dimensions on the plans are presumed to be correct, but the Contractor shall be required to check carefully all dimensions before beginning work. If any errors or omissions are discovered, the Public Works Director shall be so advised in writing and will make the proper corrections. Any adjustments made by the Contractor without prior review and acceptance shall be at his own risk, and the settlement of any complications or disputed expenses arising from such adjustment(s) shall be made by the Contractor, at his own expense.

CHARACTER OF WORKMEN MAG Specifications, Section 108.6 are incorporated herein by reference, including: Yavapai County requires all workmen on the project be a minimum of 18 years of age and have a valid drivers license. Yavapai County reserves the right to spot check for valid drivers' licenses.

SUSPENSION OF WORK

- A. The Public Works Director shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the Contract. The Contractor shall immediately comply with the written order of the Public Works Director to suspend work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as reviewed and accepted in writing by the Public Works Director.
- B. In case of suspension of work from any cause whatever, the Contractor shall be responsible for materials and shall properly store them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

DELAYS AND EXTENSION OF TIME MAG Specifications, Section 108.7 are incorporated herein by reference, including:

- A. It is the Contractor's responsibility to establish construction methods and a construction schedule which will facilitate the completion of work required by this Contract within the contract period and with full consideration for the season and known conditions, details, and circumstances surrounding the work required under this contract during which the work is scheduled.
- B. To receive consideration for an extension of time, a request must be made in writing to the Public Works Director stating the reason for said request and such request must be received by the Public Works Director. The extension of time allowed shall be as determined by the Public Works Director. An extension of time may be granted by the County 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.
- C. Any event for which the contractor feels entitled to additional time shall be requested in writing within ten (10) days of occurrence of the event for consideration by the Public Works Director. The decision of the Public Works Director shall be final. If a request for additional contract time is not received within ten (10) days of occurrence of the event, additional time will not be granted.

- D. Any extension of time shall not release the sureties upon any bond required under the contract. Extensions of time in and of themselves will not be a basis for request of additional compensation by the Contractor.

TERMINATION MAG Specifications, Section 108.10 and 108.11 are incorporated herein by reference, including: This agreement is subject to cancellation, including but not limited to, A.R.S. §38-511. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the County.

METHODS AND EQUIPMENT MAG Specifications, Section 108.6 are incorporated herein by reference, including:

- A. The methods and equipment adopted by the Contractor shall be such as will secure a satisfactory quality of work and will enable the Contractor to complete the work in the time agreed upon. The selection and use of these methods and equipment is the responsibility of the Contractor.
- B. Where applicable, the Contractor is responsible for all embankment construction and/or subgrade preparation identified in the plans and specifications. Embankment construction and/or subgrade preparation shall be accomplished by utilizing equipment to include but shall not be limited to an 815 Caterpillar Sheepsfoot Roller(s) or an approved equal. This will represent a minimum requirement. Any additional equipment proposed will be subject to review and approval by the County Engineer. All embankment and/or subgrade material shall be within 2% below to 1% above optimum moisture content.
- C. All paving operations identified in the plans and specifications shall be accomplished by the Contractor utilizing equipment to include but shall not be limited to 2 (two) steel wheel rollers and 1 (one) pneumatic roller of a type and size approved by the Owner. The paving equipment shall be on site with operators during all paving operations.
- D. Contractor will be required to use a material transfer device for all mainline paving.

DATE OF ACTUAL COMPLETION The date upon which the project will be considered as complete shall be that date upon which the work is accepted by the County.

FINAL ACCEPTANCE MAG Specifications, Section 105.15 (B) are incorporated herein by reference including: No partial acceptance of any portion of the work will be made and no acceptance other than the final acceptance of the overall completed project shall be construed as final acceptance of any part until the overall final acceptance by the County is made.

SAFETY, HEALTH AND SANITATION PROVISIONS MAG Specifications Section 107.5 are incorporated herein by reference, including:

- A. The 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.

- B. On all projects, with respect to sanitation facilities, for which Federal funds are allocated, the Contractor shall cooperate with and follow direction of representatives of the Health Service and the State and County public health service representatives shall have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

TRAFFIC CONTROL Traffic control is the responsibility of the Contractor and shall be in accordance with MAG Specifications, Section 401, referencing MUTCD Part VI which are incorporated herein by reference. The Contractor shall submit to the County, for approval, a traffic control plan for all activities connected with the proposed work.

WATER

- A. The Contractor shall supply adequate, pure cooling drinking water with individual drinking cups for the use of employees on this construction. The quality of drinking water shall meet the Standards for Public Water Supplies specified in the State Health Department Code.
- B. It shall be the responsibility of the Contractor to provide, 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 the Contractor shall be removed.

PROTECTION OF WORK MAG Specifications, Section 107.10 are incorporated herein by reference.

ELECTRIC POWER It shall be the responsibility of the Contractor to supply electrical generators or make arrangements with an electric power company to supply electrical power to the site should the Contractor need electricity.

CONSTRUCTION WATER SOURCE It shall be the responsibility of the Contractor to obtain a water source for his water usage on the site.

REMOVAL OF OBJECTIONABLE MATERIAL MAG Specifications, Section 201, except as modified herein are incorporated herein by reference.

ROCK EXCAVATION Excavation shall include removal of any rock encountered during the construction. Removal of rock encountered during construction shall be considered as included in the unit prices bid and shall not require additional compensation.

MOBILIZATION The work under this section shall be in accordance with Section 901 of ADOT standard specifications are incorporated herein by reference, except as modified herein. No measurement or special payment will be made for this item and costs shall be absorbed within other items in this contract.

CLEANUP AND DUST CONTROL MAG Specifications, Sections 104.1.3 and 104.1.4, including agency landfills are incorporated herein by reference including:

- A. It is the Contractor's responsibility to minimize dust during all phases of this project by taking all precautions necessary. In the event that it is determined by the Public Works Director that control of dust is not sufficient, the work will be terminated until the issue is resolved to the satisfaction of the Public Works Director. Yavapai County will not be responsible for any costs or construction delays incurred for termination or suspension of work due to insufficient dust control measures.
- B. Salvage material shall be stored at areas designated by the Public Works Director.
- C. Materials not salvaged shall be disposed of properly at a location and in a manner acceptable to the Public Works Director.
- D. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, the Contractor shall remove all equipment, tools, and surplus materials. The Contractor shall completely clean the premises, removing and disposing of all debris and rubbish, and cleaning all stains, spots, marks, dirt, smears, etc. When work premises are turned over to the County, they shall be thoroughly cleaned and ready for immediate use.

GUARANTEE OF WORK MAG Specifications, Section 108.8 are incorporated herein by reference, including: amending guarantee and warrantee period from one year to two years, and including: All portions of the work under this contract shall be guaranteed for workmanship and materials for a period two years from the date of final acceptance of the product by the Owner. During the two (2) year guarantee period, should the Contractor fail to remedy defective material and/or workmanship, or make replacements within five (5) calendar days after written notice by the County, it is agreed that the County may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor.

CONTINGENCIES 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 the Contractor or any person or agent employed by him shall be borne by the Contractor.

NOTICE AND SERVICE THEREOF Any notice to the Contractor from the County relative to any part of this contract shall be in writing and considered delivered and the service thereof completed when said notice is posted, by first class mail, to the said Contractor at his last given address, or delivered in person or by facsimile to said Contractor or his authorized representative on the work.

PROJECT MEETINGS It shall be the responsibility of the Contractor to conduct meetings weekly, or at such other time(s) as may be determined by the Public Works Director, which shall be attended by representatives of Subcontractors, utilities, the Owner and other interested parties for the purpose of keeping the project on schedule and to provide necessary coordination of the work of the various parties. The weekly construction meetings must be attended by the Project Superintendent.

CONSTRUCTION SCHEDULE Per MAG Specifications, Section 108.4 and Section 108.5, which are incorporated herein by reference including: The Construction Schedule shall indicate the time to starting and completing each major phase of the project and such intermediate phases as will serve for well defined control points. It shall also indicate the major items of equipment, and all items of equipment receipt and installation of which is critical to the scheduled progress of the project. Updated schedules shall be submitted bi-weekly.

ACCIDENT PREVENTION MAG Specifications, Section 107.5 and 107.6 are incorporated herein by reference including:

- A. Machinery, equipment and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Administration.
- B. First aid facilities and information posters conforming at least to the minimum requirements of the Occupational Safety and Health Administration shall be provided in a readily accessible location or locations.
- C. The Contractor shall make all reports as are, or may be, required by the Public Works Director or any authority having jurisdiction, and permit all safety inspection of the work being performed under this contract. Before proceeding with any construction work, the Contractor shall take all necessary action to comply with all provisions for safety and accident prevention. In the event the Contractor fails to comply with said safety provisions or directions of the Public Work Director, the Public Works Director without prejudice to any other right of the County, may issue an order stopping all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Public Works Director when in his opinion the defection from safety requirements has been corrected. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

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

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

WARNING DEVICES AND BARRICADES Per MAG Specifications, Section 107.7 which are incorporated herein by reference

HAZARDS IN PUBLIC RIGHT-OF-WAY Per MAG Specifications, Section 107.7 which are incorporated herein by reference

HAZARDS IN PROTECTED AREAS Excavations on project sites from which the public is to be excluded shall be marked or guarded in a manner appropriate for the hazard.

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

PROJECT SECURITY The Contractor shall make adequate provision, subject to the approval of the Public Works Director, to protect the project and Contractor's facilities from fire, theft, and vandalism, and the public from unnecessary exposure to injury.

FIRE EXTINGUISHER At least one (1) fire extinguisher, rated at least 2A, shall be provided on the job site, and at all times sufficient fire suppression equipment and materials as designated by the U.S. Forest Service and Yavapai County. The Contractor shall perform the work to avoid any possibilities of wildfire.

OFF SITE ROADS Except as otherwise shown or specified, off site access roads shall be adequately maintained, graded-earth roads. Such roads shall be built only in the public right-of-way or easements obtained by the County. If the Contractor elects to build along some other alignment, he shall obtain, without additional cost to the County, necessary rights-of-way or easements.

NOISE ABATEMENT In inhabited areas, particularly residential, operations shall be performed in a manner to minimize unnecessary noise generation. Particular consideration shall be given to noise generated by repair and service activities during night hours in residential areas. No repair or service activities shall be conducted between the hours of 10:00 p.m. and 6:00 a.m., unless otherwise specified.

DRAINAGE CONTROL In excavation, fill, and grading operations, care shall be taken to disturb the pre-existing drainage pattern as little as possible. Particular care shall be taken not to direct drainage water onto private property or into streets or drainage ways inadequate for the increased flow.

PROJECT CLOSE-OUT It is a requirement of these Specifications and Contract Documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use.

WASTE DISPOSAL

- A. The Contractor shall provide for the disposal of all surplus materials, waste products, debris, etc., and shall make necessary arrangements and pay all fees to provide for proper disposal. The Contractor shall obtain written permission from property owner(s) and all applicable agencies prior to disposing of any surplus materials, waste products, debris, etc., on private property, and shall also obtain the approval of the Public Works Director and all applicable agencies prior to such disposal.
- B. The Public Works Director will not approve the filling of ditches, washes, drainage ways, *unless* designated in the plans and specifications.
- C. The Public Works Director will not approve disposal operations which will, in his opinion, create unsightly and/or unsanitary nuisances.
- D. The Contractor shall maintain the disposal site(s) in a reasonable condition of appearance and safety during the construction period as required by the Public Works Director. Prior to final acceptance of the project, the Contractor shall have completed the leveling and cleanup of the disposal site(s) to the satisfaction of the Public Works Director.

PROJECT RECORD DOCUMENTS The Contractor shall maintain at the site, available to the County, one (1) copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications in good order and marked to record all changes made during construction. Record drawings for all improvements are to be prepared by a Registered Land Surveyor and submitted to the Owner for acceptance prior to final acceptance of the project. The record drawings shall be prepared on a set of reproducible mylar copies of the construction plans. The completed drawings shall be signed and sealed by the Registered Land Surveyor responsible for obtaining the As-Built information and preparing the record drawings. These shall be delivered to the County upon completion of the Project or the earlier termination of the contract.

Contractor shall provide certified As-Built drawings prepared by an Arizona Registrant for all drainage, road and bridge construction.

CONTROL OF WORK

ABBREVIATIONS MAG Specifications, Section 101.1 are incorporated herein by reference, including abbreviations as shown on the Plans.

AUTHORITY AND DUTIES OF INSPECTOR Per MAG Specifications, Section 105.9, which are incorporated herein by reference including: An inspector is to be assigned to the project by the County to monitor the project and to keep the Public Works Director informed as to the progress of the work and the manner in which it is being done. Additionally, the inspector will call the Contractor's attention to any non-conformance with the Plans and Specifications. He will not be authorized to approve or accept any portion of the work or to act as foreman for the Contractor. The inspector will exercise such additional authority only as may from time to time be delegated to him by the Public Works Director.

INSPECTION MAG Specifications, Section 105.10 are incorporated herein by reference, including: Inspection is to be done by the Public Works Department. The Contractor shall furnish the Public Works Director with every reasonable facility for ascertaining whether or not the work is performed is in accordance with the requirements and intent of the Specifications and Contract. If the Public Works Director requests it, the Contractor at any time before acceptance or the work shall remove or uncover such portion of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards required by the Specifications. The uncovering or removing and replacing of the covering or making good of the parts removed shall be at the Contractor's expense. Inspection or supervision by the Public Works Director shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the Contractor's foreman and superintendent.

PROJECT SUPERINTENDENT The Contractor's Project Superintendent must be on site at all times during performance of the work.

CONSTRUCTION SCHEDULE

- A. Prior to the commencement of the work the Contractor shall prepare and submit to the Public Works Director for review, a written schedule covering the general sequence of the work to be performed on a weekly basis. The work schedule, after review and acceptance by the Public Works Director, shall not be changed without written consent of the Public Works Director. The Contractor shall assume the full responsibility for performing the work in an orderly procedure under the Contract. In addition, the contractor will supply a detailed 2-week schedule updated on a weekly basis detailing all construction activities to be performed during that time period on a daily basis.
- B. The construction schedule shall serve as an index of progress prosecution as contemplated by the Contractor. In the event the actual construction progress varies substantially from the scheduled progress, the Public Works Director will require and the Contractor shall be required, within ten (10) calendar days written notice, to provide a

revised construction schedule, giving in detail the particular changes in production as estimated by the Contractor to complete the work within the specified Contract Time. Time is of the essence in this regard.

CONTRACT TIME Completion of work under this contract shall be on a working day schedule. A working day is a calendar day, exclusive of Fridays, Saturdays, Sundays and legal holidays recognized by the Owner. Work hours shall be within the hours of 7:00 a.m. to 7:00 p.m., and not more than 40 hours per week unless otherwise approved by the Public Works Director in writing. The Contractor and all its subcontractors shall work the same hours.

INSPECTOR OVERTIME Any overtime hours accrued by the Owner's inspector due to the scheduling of the Contractor or any of its subcontractors shall be reimbursed to the Owner by the contractor at a rate of \$90.00 per hour. Reimbursement shall be achieved through deductions for inspector overtime from contractor pay requests.

AUTHORITY OF THE ENGINEER MAG Specifications, Section 105.1 are incorporated herein by reference, with the following exception: References to "the Engineer" shall mean Public Works Director.

FORMAL PROTEST If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or if he considers any instructions, ruling, or decision of the Public Works Director to be unfair, he shall, within ten (10) calendar days after such demand is made, or instruction, ruling or decision is given, file a written protest with the Public Works Director, stating clearly and in detail his objections and the reasons therefore. Except for such protests as are made of record in the manner and within the time above stated, the 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 the Public Works Director. Upon receipt of any such protest from the Contractor, the Public Works Director shall review the demand, instructions, rulings, or decisions objected to and shall promptly advise the Contractor in writing of his final decision, which shall be binding, unless within ten (10) calendar days thereafter the Contractor shall file with the Public Works Director a formal protest against said final decision of the Public Works Director. The Public Works Director shall consider and render a final decision of any protest within thirty (30) calendar days of receipt of same.

PLANS

- A. 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 given on the Contract Plans shall be in writing. The Contract Plans shall be supplemented by such working or shop drawings prepared by the Contractor as are necessary to adequately perform and control the work. No change shall be made by the Contractor in any working or shop drawing after it has been accepted by the Public Works Director.

- B. The Contractor shall keep a copy of the Plans and Specifications at the job site, and shall at all times give the Public Works Director access thereto. Any drawings or plans listed in the Detailed Specifications shall be regarded as a part thereof and the Public Works Director will furnish from time to time such additional drawings, plans, profiles, and information as he may consider necessary for the Contractor's guidance.
- C. All authorized alterations affecting the requirements and information given on the accepted plans shall be in writing. No changes shall be made of any plan or drawing after the same has been accepted by the Public Works Director except by consent of the Public Works Director in writing.

CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS MAG Specifications, Section 105.3 are incorporated herein by reference.

COORDINATION AND INTERPRETATION OF PLANS AND SPECIFICATIONS MAG Specifications, Section 105.4 are incorporated herein by reference, including:

- A. In the event of any doubt or question arising regarding the true meaning of the plans, specifications, or other contract documents, reference shall be made to the Public Works Director, whose decision thereon shall be final. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.
- B. In the event of there being a conflict between one contract document and any other contract documents, the document highest in precedence shall control and supersede the document which is contrary to it. The order of precedence of the contract documents is as follows:
 - 1. Supplemental Agreements/Change Orders, the last in time being the first in precedence
 - 2. The formal Contract
 - 3. Call for Bids
 - 4. Instructions for Bidding
 - 5. Special Provisions
 - 6. Technical Specifications
 - 7. Plans
 - 8. General Provisions
 - 9. Contractor Proposal

ORDER OF WORK

- A. When required by the Contract Documents, the Contractor shall follow the sequence of operations as set forth therein.
- B. 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.

REMOVAL OF UNACCEPTABLE OR UNAUTHORIZED WORK MAG Specifications, Section 105.11 are incorporated herein by reference.

CONSTRUCTION STAKES, LINES AND GRADES MAG Specifications, Section 105.8 are incorporated herein by reference.

MAINTENANCE DURING CONSTRUCTION MAG Specifications, Section 105.12 are incorporated herein by reference.

UTILITIES MAG Specifications, Section 107.11 are incorporated herein by reference.

EXISTING UTILITIES AND UTILITY COORDINATION The Contractor is responsible for all Blue Stake notification. The Contractor is responsible for notifying all utility companies and other parties who may have underground utilities for field locations prior to the start of construction. The Contractor must take full responsibility for any damage to any utility line encountered, whether or not located on the plans.

In the event utility relocation or new utility construction is required during the project, it shall be the responsibility of the Contractor to coordinate all relocation or construction activities with the appropriate utility company. In the event of significant delays due to unforeseen utility relocations or construction that results in total project shutdown, the County will consider this grounds for additional contract time. The County will not be responsible for any costs incurred due to utility delays.

WORK BY OTHERS The County, other Contractors, and/or utilities may be working within the project area while this contract is in progress. If so, this Contractor shall schedule his work in conjunction with these other organizations to minimize mutual interference.

COORDINATION OF WORK

- A. Prior to starting construction, the Contractor shall submit their construction schedule to the Public Works Director for approval.
- B. It shall be the responsibility of the Contractor to maintain overall coordination of the project. Based on the general contract construction schedule prepared in accordance with these Specifications, the Contractor shall obtain from each of his subcontractors a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating changes necessitated by unforeseen difficulties.

LINES AND GRADES All work under this contract shall be built in accordance with the detailed scope of work.

MATERIALS AND WORKMANSHIP

GENERAL MAG Specifications, Section 106.1 are incorporated herein by reference, including:

- A. Where equipment, materials, or articles are referred to in the Specifications as equal to any particular standard, the Public Works Director shall decide the question of equality and acceptability.
- B. Wherever any standard published specification is referred to, the latest edition or revision, including all amendments shall be used unless otherwise specified. 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.
- C. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these Specifications or from the Plans; and it shall be the duty of the Contractor to bring the Public Works Director's attention to apparent errors or omissions and request instructions before proceeding with the work. The Public Works Director may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Specifications or Plans.

SUBSTITUTION OF MATERIAL OR EQUIPMENT MAG Specifications, Section 106.4 are incorporated herein by reference, including: Requests relative to substitutions for materials or equipment specifically designated on the Plans or in the Specifications shall be made in writing, and such requests shall be accompanied by complete data on which the Public Works Director can make determination on the merits of the proposed substitution. The written request shall state how the product proposed for a substitution compares with or differs from the designated product in composition, size, arrangement, performance, etc. And in addition, the request shall be accompanied by documentary evidence of equality in price and delivery or evidence of difference in price and delivery. Data on price shall be in the form of certified quotations from suppliers of both the designated and proposed items. All items accepted for substitution shall be subject to all applicable provisions of the Specifications. Should substitution be allowed under the foregoing provisions, and should the item subsequently prove to be defective or otherwise unsatisfactory for the service for which it was intended, the Contractor, shall without cost to the County, and without obligation on the part of the Public Works Director, replace the item with the material originally specified.

FABRICATED MATERIALS AND SHOP DRAWINGS Fabricated material and shop drawings shall be handled as set forth in the Special Provisions.

MATERIALS FURNISHED BY THE COUNTY MAG Specifications, Section 106.8 are incorporated herein by reference

STORAGE AND HANDLING OF MATERIALS MAG Specifications, Section 106.5 and 106.6 are incorporated herein by reference, including: Protection of materials and equipment stored on the site shall be the responsibility of the Contractor. The County reserves the right to direct the Contractor to provide proper means of protection for materials if such is deemed advisable by the Public Works Director; however, the exercise of or failure to exercise his right shall not be deemed to relieve the Contractor of his primary responsibility for protecting the material and equipment. The Contractor shall provide suitable warehouses or other adequate means of protection for such if the material and equipment require storage and protection. The Contractor shall store and care for the materials and equipment in the most suitable manner to protect them from distortion, rain, dust, or other damage. The cost of replacing any material or equipment damaged in storage shall be borne by the Contractor, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve the Contractor of his primary responsibility. No motor shall be left uncovered or unprotected.

REJECTED MATERIALS MAG Specifications, Section 106.7 are incorporated herein by reference.

DRIVEWAYS AND WALKS 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, the Contractor shall notify the property owner. The Contractor shall replace or repair any damage done to driveways and walks to not less than the condition existing prior to the Contractor's work. If it is necessary to leave an excavation open across driveways or sidewalks, the Contractor shall provide temporary relief in the form of steel plates over the excavation. Direct access shall be provided at all times to fire engine houses, fire hydrants, hospitals, police stations, and at all other agencies or services where emergencies may require immediate access to same.

ROADS Streets and roads subjected to interference by the prosecution of this work shall be kept open and maintained by the Contractor until the work is completed.

TREES AND SHRUBBERY

- A. All trees and shrubbery contained within the right-of-way or easements shall be protected by the Contractor insofar as practicable.
- B. In the event shrubbery or trees must be trimmed, or removed, the 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 the Contractor and hauled from the job at the Contractor's expense.
- C. All trees, shrubs, hedges, brush, etc. designated on the Plans, or by the Public Works Director for removal, shall be completely removed and disposed of as indicated on the Plans or as specified by the Public Works Director.

IRRIGATION DITCHES AND STRUCTURES The 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. The 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.

SUBMITTALS MAG Specifications, Section 105.2 are incorporated herein by reference, including:

- A. In ample time for each to serve its proper purpose and function, the Contractor shall submit to the Public Works Director such schedules, reports, drawings, lists, literature samples, instructions, directions, and guarantees as are specified or reasonably required for construction, operation, and maintenance of the facilities to be built and/or furnished under this Contract.
- B. Shop drawings and data shall be submitted to the Public Works Director via email in digital format. Each submittal shall have a cover page indicating number and title of submittal, along with certification by Contractor's representative as to submittal's meeting required specifications of the project. The Public Works Director's notations of the action which he has taken will be noted on each submittal.
- C. The above drawings, lists, prints, samples, and other data shall become a part of the Contract and a copy of the same shall be kept with the job site plans and the fabrications furnished shall be in conformance with the same.

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

QUALITY CONTROL

- A. All material shall be of the specified quality and equal to the approved samples, if samples have been submitted. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these Specifications or from the Plans. It shall be the duty of the Contractor to call the Public Works Director's attention to apparent errors or omissions and request instructions before proceeding with the work. The Public Works Director may, by appropriate instruction, correct errors and supply omissions, which instructions shall be as binding upon the Contractor as though contained in the original Specifications or Plans.
- B. Materials which will require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection.

SAMPLES AND TESTS MAG Specifications, Sections 106.2 and 106.3 are incorporated herein by reference, including:

- A. At the option of the Public Works Director, the source for supply of each of the materials shall be approved by him before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the Public Works Director.
- B. Sieves used in determining the grading of samples of aggregates, select material, and other graded materials, shall conform to ASTM Designation E 11-81 which is incorporated herein by reference.
- C. Copies of all test results shall be submitted to the Owner or its representative within five (5) working days of test and shall be certified by an engineer registered in the State of Arizona in an appropriate discipline.

LEGAL RELATIONS AND RESPONSIBILITY

LAWS TO BE OBSERVED MAG Specifications, Section 107.1 are incorporated herein by reference.

ALIEN LABOR

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

Contractor agrees and warrants that County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Contractor agrees that any act by the Contractor or Subcontractor that result in the impediment or denial of access of the books and records of Contractor or Subcontractor shall be a material breach of the Contract on the part of the Contractor.

Nothing herein shall make Contractor or Subcontractor an agent or employee of the County. Nothing herein shall act to establish privity of contract between the County and any Subcontractor.

Any breach of Contractor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, subject to County approval as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

INDEPENDENT CONTRACTOR STATUS It is expressly agreed and understood by and between the parties that the Contractor is being retained by the County as an independent contractor, and as such the Contractor shall not become a County employee, and is not entitled to payment or compensation from the County or to any fringe benefits to which other County employees are entitled. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the County by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the County, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

NONDISCRIMINATION The Contractor, with regard to the work performed by it after award and during its performance of this contract will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Order 11246 as amended.

AMERICANS WITH DISABILITIES ACT Contractor shall comply with all federal, state and local nondiscrimination statutes in the operation, implementation and delivery, including state and federal civil rights and disabilities laws. In particular the contractor shall ensure that the County's obligations for program, facility and services accessibility in Title II of the Americans with Disabilities Act are complied with in all activities arising under this contract, and shall hold harmless the County for any and all loss, including but not limited to damages, costs or expenses incurred or arising from any alleged violations or expenses, incurred or arising from any alleged violation of the Americans with Disabilities Act under the auspices of this contract unless resulting from an intentional or actual negligent act of the County and its employees. Failure to comply with the nondiscrimination or accessibility requirements herein shall be construed as nonperformance and may result in termination of funding, civil action or both.

PERMITS, TAXES AND LICENSES MAG Specifications, Section 107.2 are incorporated herein by reference, including: Except as otherwise provided in the Specifications, it is the duty of the Contractor to procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Obtaining and complying with all applicable permits, licenses and taxes is the responsibility of the Contractor.

STATUS OF LAND, RIGHT-OF-WAY AND EASEMENTS It shall be the responsibility of the Contractor to secure permission and obtain the necessary permits to work in the public right-of-way. It shall be the responsibility of the Contractor to secure written permission from landowners to work, or trespass on private land owned by someone other than the Owner. Acquisition of easements, construction easements and rights of way will be the responsibility of the Owner.

PATENTED DEVICES, MATERIALS AND PROCESSES MAG Specifications, Section 107.3 are incorporated herein by reference.

SURVEY LAND MONUMENTS Survey land monuments and property marks shall not be moved or otherwise disturbed by the 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. Any monuments displaced by the Contractor shall be replaced at the Contractors expense.

EXISTING FACILITIES The Contractor shall protect all existing facilities during construction.

PROTECTION OF PERSON AND PROPERTY MAG Specifications, Sections 107.5 through 107.10 are incorporated herein by reference.

PROTECTION OF ANTIQUITIES MAG Specifications, Section 107.4 are incorporated herein by reference.

PERSONAL LIABILITY OF PUBLIC OFFICIALS MAG Specifications, Section 107.13 are incorporated herein by reference.

NON-RESPONSIBILITY OF THE COUNTY Indebtedness incurred for any cause in connection with this work must be paid by the Contractor, and the County is hereby relieved at all times from any indebtedness or claim other than payments under terms of the contract.

NO WAIVER OF LEGAL RIGHTS MAG Specifications, Section 107.14 are incorporated herein by reference.

PROPERTY RIGHTS IN MATERIAL Nothing in the contract shall be construed as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the County upon beings so attached or affixed and accepted.

WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-393.01. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this contract engage in, a boycott of Israel as defined by ARS §35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this contract.

PAYMENT TO CONTRACTORS

GENERAL

- A. Payment for construction of this project shall be based on work actually performed in accordance with the Specifications and Scope of Work, and shall include all labor and materials incorporated in the completed work.
- B. Upon final inspection and acceptance of the work, the County will pay the Contractor the amount earned under the contract as provided herein.
- C. Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

PARTIAL PAYMENT

- A. Once each month the County will make a partial payment to the Contractor on the basis of an estimate prepared by the Contractor and accepted by the Public Works Director for work completed through the last day of the preceding calendar month. The estimate will cover the work performed by the Contractor during the preceding calendar month.
- B. Contractor shall submit partial payment request on Application and Certificate for Payment, or equal, subject to approval by the Public Works Director.
- C. The County will retain ten percent (10%) of the amount of each such estimate to ensure full and faithful compliance with the terms of these contract documents. After fifty percent (50%) of the work on this project has been completed, one half of the amount retained shall be paid to the Contractor provided the Contractor is making satisfactory progress on the contract and there is no specific clause or claim requiring a greater amount to be retained. After the contract is fifty percent (50%) completed, only five percent (5%) of the amount of any subsequent progress payments made under the contract shall be retained provided the Contractor is making satisfactory progress on the project, except that if at any time the County determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under the contract subsequent to the determination.
- D. The Contractor shall furnish a detailed breakdown showing unit prices and quantities for use in preparing the monthly estimate. No partial payment will be made until this breakdown is presented by the Contractor and has been reviewed and accepted by the

Public Works Director.

- E. No partial payment for job site-delivered material will be made.

PAYMENT For and in consideration of the faithful performance of the work, the County will pay to the Contractor the amount earned less retention as computed from the actual quantities of work performed under the contract and to make such payment in the manner and at the times specified, as follows:

- A. After final completion under the contract, the Contractor shall render to the County a final estimate which shall show the amount of work performed according to the Contract.
- B. Before the final payment will be made, the Contractor shall satisfy the County by affidavit that all bills for labor and materials incorporated in the work have been paid. Additionally, the Contractor shall furnish lien waivers for all completed labor and materials consumed during the project.
- C. Final payment constituting the entire unpaid balance of the Contract sum (including all retained moneys) shall be paid by the County to the Contractor within sixty (60) days after completion of the work or filing the Notice of Completion of the Contract unless a specific written finding by the County of the reasons justifying the delay in payment is provided to the Contractor, and further provided that all work has been completed, the Contract fully performed, and any final certificate has been issued by the County. The quantities appearing in the Bidding Schedule are approximate only, and are prepared for the comparison of bids. Payment to the Contractor will be made only by actual quantities of work performed and accepted in accordance with the requirements of the Contract. Only the items listed in the Bidding Schedule are pay items. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted.

PAYMENT REQUEST SUBMITTALS All payment requests must be submitted on the application and certificate for payment format along with a cost breakdown sheet. The attached samples #1 and #2 show the format required.

- A. Contractor shall submit final payment request on Application and Certificate for Payment, or equal, subject to approval by the Public Works Director.
- B. Request for final payment must be submitted to the Owner within 45 days of project completion as determined by the Owner. No additional pay requests will be considered after the final pay request is submitted.

PAYMENT OF ITEMS IN PROPOSAL

- A. Only those items listed in the Proposal under Bidding Schedule are pay items.
- B. Compensation for all items necessary for the completion of the project or improvement shall be included by the bidder in the price bid for the items shown in the Proposal.

CHANGES IN THE WORK

- A. The County, without invalidating the Contract, may order extra work, make changes by altering, or deleting any portion of the work as specified herein, or as deemed necessary or desirable by the Public Works Director. 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.
- B. Extra work shall be that work not indicated or detailed on the Plans and not specified. Such work shall be governed by all applicable provisions of the Contract Document.
- C. In giving instructions, the Public Works Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Public Works Director, and no claim for an addition to the total amount of the contract shall be valid unless so ordered. 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. The Public Works Director shall have the right to make such changes, from time to time, in the plans, character, termination, and completion of the work in the most satisfactory manner without invalidating or otherwise violating the Contract.
- D. Any change ordered by the Public Works Director which involves installation of work essential to complete the Contract, but for which no basis for payment is provided herein, said payment therefore shall be subject to agreement prior to said work being performed.
- E. The prices agreed upon and any agreed upon adjustment in Contract time shall be incorporated in the written order issued by the Public Works Director, which shall be written so as to indicate acceptance on the part of the Contractor as evidenced by his signature. In the event prices cannot be agreed upon, the County reserves the right to terminate the contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Contractor to proceed with the items in question to be reimbursed pursuant to the unit prices in the Contractor's bid or on a force account basis as provided herein, at the option of the County.

CHANGE ORDER SUBMITTALS All change order requests must be submitted on the format shown on the attached sample #3.

FORCE ACCOUNT The compensation for force account work performed by the Contractor shall be approved by the Public Works Director in the following manner:

- A. **LABOR** The Contractor shall provide monthly certified payroll reports for all labor and for foremen in direct charge of the specific operations. The Contractor will be compensated as follows:
1. The actual cost of wages paid by him but at rates not to exceed those for comparable labor currently employed on the project as determined by the Public Works Director.
 2. The actual cost of social security taxes and unemployment compensation insurance.
 3. An amount equal to ten percent (10%) of the actual cost of wages and other costs listed above to cover the Contractor's profit and overhead.
 4. In case work is performed by a subcontractor, the said ten percent (10%) will be added only once to the actual cost of the work, however, the Contractor may add ten percent (10%) to the Subcontractor's price to cover his own overhead.
- B. **TOOLS AND EQUIPMENT** For any special or heavy equipment used, the Contractor shall be reimbursed his actual cost of rental, not to exceed the latest Schedule of Equipment Rental Rates published by the Arizona Department of Transportation incorporated herein by reference. In the event that any of the equipment to be used is not shown in said schedule, the rental rate for such equipment shall be as agreed upon in writing before the work is started. No percentage shall be added to equipment rental rates. In the event said special or heavy equipment is owned by the Contractor, he shall be compensated only for the actual hours said equipment is required to be on the job site, at a rate not to exceed the latest ADOT Schedule of Equipment Rental Rates.
- C. **MATERIALS** For all materials accepted by the Public Works Director and used in the work, the Contractor shall be paid the actual cost of such material including transportation charges, to which cost shall be added a sum equal to ten percent (10%) thereof.
- D. **SUPERVISION AND OVERHEAD.** No allowance shall be made for general superintendence. The cost of supervision and overhead presumed to be included in the ten percent (10%) added in accordance with the above.
- E. **RECORDS** The Contractor's representative and the Public Works Director shall compare the records of the work performed as ordered on a force account basis at the end of each day on which such work is performed. Copies of these records shall be made on

suitable forms provided for this purpose and signed by both the Public Works Director and the Contractor's representative. All claims for work done on a force account basis shall be certified and submitted to the Public Works Director by the Contractor, and such statements shall be filed with the Public Works Director not later than the fifth (5th) day of the month following that in which the work was actually performed.

EXTRA WORK New or additional work will be classed as extra work when determined by the Public Works Director that such work is not covered by the Contract.

CHANGE ORDER The value of such work or change shall be determined and paid for with a Change Order in one of the following ways unless paid for by force account according to the Change Order Procedure set down by the Yavapai County Public Works Department.

- A. By unit prices in accordance with the Contractor's bid as mutually agreed upon by the County and Contractor.
- B. By unit prices for additional items not previously bid, as mutually agreed upon by the County and the Contractor.
- C. By a lump sum based upon the Contractor's estimate and the Public Works Director's review and acceptance of the estimate.

The Contractor shall do such extra work and furnish material and equipment therefore upon receipt of an accepted Change Order or other written order of the Public Works Director. In the absence of such Contract Change Order or other written order of the Public Works Director, the Contractor shall not be entitled to payment for such extra work. Payment for extra work required to be performed pursuant to the provisions of this section, in the absence of an executed Change Order, will be made by force account as provided herein, in accordance with the Contractor's unit prices bid or as agreed to by the Contractor and the Public Works Director. However, in no case shall work be undertaken without written notice from the Public Works Director to proceed with the work. All change orders must be approved by the Public Works Director.

CLAIMS FOR EXTRA WORK If the Contractor claims that any instructions involve extra cost under this contract, he shall give the Public Works Director written notice thereof within forty-eight (48) hours after receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedure shall then be as provided for under CHANGE IN THE WORK. No claim shall be valid unless so made.

PARTIAL ACCEPTANCE OF WORK

- A. After completion of certain units of work under this contract, including all testing and other preparation necessary for operation of the unit by the County as herein specified, but prior to final project completion, provision may be made for partial acceptance in writing by the County for these certain units only. The units to be included for partial acceptance prior to final project completion will be noted at the time of the pre-

construction conference in accordance with the Contractor's schedule, or by written notice to the Contractor at the earliest possible time.

- B. The guarantee period for these units shall commence with the date of final acceptance of the entire project by the County. Full payment for these units will not be made until final acceptance of the total work is made.
- C. Acceptance of any portion of the project prior to acceptance of the whole shall not be construed as absolving the Contractor's responsibility for any item of construction or incidental work included in the original Contract.

SPECIAL PROVISIONS

These Special Provisions shall supersede the General Provisions and the working specifications where there is a conflict.

1. **Scope – Chip Seal (Spring, FY 24-25) in Yavapai County, Arizona - Project #2450149.** The scope of work for this project includes furnishing all labor, materials, equipment, fixtures, and services required for the placement of a CRS-2P 3/8” chip seal in Black Canyon City. Total estimated quantity of areas to receive a CRS-2P 3/8” chip seal and a fog seal coat are approximately 308,497 square yards. Re-establishing of existing paint striping and markings, where applicable, is also included in this contract and as specified on the plans. All work is to be done in accordance with the plans, specifications, and contract documents.
2. **Pre-Bid Meeting** - A MANDATORY pre-bid meeting is scheduled for 10 a.m. on February 4, 2025. The meeting will be hosted by Yavapai County Public Works through the online virtual meeting portal, Microsoft Teams. A detailed instruction with the meeting web link is posted on the County website (yavapaiaz.gov) alongside with project plans and documents. <https://www.yavapaiaz.gov/bids/public-works>.
3. **Pre-Award Conference** - A pre-award conference shall be scheduled by the Owner. Attendance of the Contractor’s construction superintendent, project manager and foremen is required at the scheduled place and time. Telephone conferences will not be considered. If requested, at the pre-award meeting the Contractor shall present the following: (1) past performance references on projects that have occurred within the prior two years, (2) a list of equipment to be utilized on this project, (3) a schedule of manpower to be utilized on this project, (4) a detailed construction schedule including all construction phasing, and (5) any other special documentation requested by the Owner to ensure the contract requirements for workmanship and materials can be met. Pre-award submittals shall be subject to approval by the Owner prior to award of this contract. If the apparent low bidder’s pre-award submittals do not meet the standards set forth in the contract documents, then the apparent low bidder will be notified in writing with an explanation why their submittal and bid are being rejected. If this occurs the Owner shall exercise their rights to award to the next lower bidder that can meet the contract requirements for workmanship and materials.
4. **Notice to Proceed** – The Notice to Proceed will be issued on April 7, 2025. All bidding contractors shall be fully prepared to commence work on this date.
5. **Pre-Construction Meeting** – A pre-construction meeting will be scheduled by the Owner. Attendance of the Contractor is required at the scheduled place and time.
6. **Weekly Construction Meetings** - The Contractor will schedule weekly construction meetings that shall be attended by representatives of subcontractors, utilities, the Owner, and

other interested parties for the purpose of keeping the project on schedule and to provide necessary coordination of the work.

7. **Order of Progression** – It shall be the responsibility of the Contractor to propose an order of progression at the Pre-construction meeting. Work shall be restricted to one road location per day unless otherwise approved by the Engineer.
8. **Existing Utilities and Utility Coordination** – The Contractor shall contact Arizona Blue Stake (1-800-STAKE-IT OR 811 in Arizona) at least 48 hours prior to construction for marking of underground utilities. Locations of utilities indicated in the field are subject to verification by the Contractor via potholing or other acceptable methods. Utilities damaged by the Contractor shall be repaired at the Contractor's expense.
9. **Protection of Existing Facilities** - The Contractor shall protect all existing facilities during construction, including any and all cast valve boxes, manholes, survey markers, sidewalks, curb and gutters, or other in-pavement amenities using an approved method—*placing oil or dirt on these objects and amenities is not an acceptable method of protection*. The Contractor shall notify the appropriate utility company, agency or property owner of any construction that may affect their facilities.
10. **Protection of Private Property** – In the event that private property is damaged due to the contractor's activities, a signed release by the property owner shall be obtained by the contractor prior to final payment. The release may be required at the county's discretion.
11. **Quality Control** – The Contractor's Materials Engineer shall be required to provide all quality control as specified in the plans and specifications. The bidding contractor shall anticipate that the materials sampling and testing shall be per the ADOT Materials Quality Assurance Program (Revision January 17, 2004), per the Quality Control and Testing Supplement here within, and have a minimum of the following testing: four (4) samples of CRS-2P asphalt emulsion, and four (4) samples of fog seal. For requirements above the minimum in the ADOT Materials Quality Assurance Program, the Owner shall provide the Contractor with a testing schedule for these additional samples. All quality control results shall be submitted sealed to the Owner as soon as they are readily available to the Contractor and prior to final acceptance.
12. **Dust Control** - The Contractor shall provide a water truck to maintain dust control on the streets that are either designated detour routes or are used by construction delivery equipment. See attached MAG Section 104 – Watering & Dust Control.
13. **Construction Water** – It shall be the responsibility of the Contractor to obtain a water source for water usage.
14. **Clean-Up** – The Contractor shall, at all times, keep the premises free from accumulation of waste materials and/or rubbish caused by his operations. At the completion of the work, the Contractor shall completely clean the premises, removing and disposing of all rubbish and debris; and cleaning all stains, spots, marks, dirt, smear, etc.

- 15. Construction Surveys and Staking** – The project will follow existing alignments and roadways. The construction plans and County forces will dictate exact beginning and ending points for each roadway. Some survey and staking may be required for the Contractor to re-establish the roadway striping center lines, edge lines, markings and for quantity tracking purposes.
- 16. Excess Cover Material Removal** - *No kick-brooms* will be allowed on this project. Excess cover material shall become the property of the contractor. The Contractor shall use pick-up broom for removal of excess cover material unless otherwise agreed to by the Engineer. All excess cover material shall not be re-used on this project or other County projects and disposal of the excess cover material shall be at the responsibility of the Contractor. All loose cover material shall be removed prior to each phase of striping and the fog seal coat application to the satisfaction of the Engineer. *The contractor will be required to perform a post sweeping of all chip sealed roads 45 days after final acceptance. The contractor will need to provide traffic control for the post sweeping operation. No funds will be withheld for this work.*
- 17. Asphalt Distributor Truck Certification** - All asphalt distributor trucks used on this project shall have an ADOT certification that is current within one (1) year prior to project commencement. Testing for the certification shall be performed by ADOT or other acceptable certification firms per Arizona Test Method 411.
- 18. Maintenance of Traffic** – Full closure of any roadways within the project areas will *not* be permitted, and at least one lane for traffic shall remain open at all times. Contractor shall provide proper signage and delineation at all approaches to each construction zone and shall provide detailed road schematics as necessary. During the Contractor's working hours, sufficient staffing and traffic control around the active construction zone shall be provided to ensure safe conditions, should two cars wish to travel through the construction zone in opposing directions. A comprehensive traffic control plan shall be submitted to the Engineer a minimum of one (1) week prior to construction for acceptance and approval. Any project areas that will result in queuing of traffic into the roadways of other jurisdictions (ADOT, other local governments) may require that the Contractor secure a permit from that agency.

Permit fees shall be included within the bid costs of the traffic control line item.

Vehicular access shall be maintained to developed properties at all possible times. When access must be restricted for construction, the Contractor shall give written notice to each affected resident/business not less than 48 hours in advance.

The Contractor shall be responsible for providing all traffic control devices including, but not limited to signs, lights, barricades, flaggers, etc., necessary to provide for safe movement of traffic through the construction area. All maintenance of traffic shall be in accordance with the **Manual on Uniform Traffic Control Devices, 2009 Edition** (MUTCD), U.S. Department of Transportation, Federal Highway Administration, and all subsequent revisions thereto, and as modified herein, for movement of traffic through construction zones.

19. **Contract Time** - Completion of work *on roadways* under this contract shall be on a working day schedule. A working day corresponds with a county working day of ten (10) hours a day four (4) days a week, exclusive of Fridays, Saturdays, Sundays and legal holidays recognized by the Owner. **Contract time shall be thirty-five (35) ten-hour working days. No additional weather days are permitted.**
20. **Inclement Weather** – The Contractor is ultimately responsible for determining inclement weather days. Should the Contractor decide to proceed with construction despite the potential for adverse weather, any deficiencies in the resulting final product or damages resulting from proceeding forward with the work remain the responsibility of the Contractor. The owner reserves the right to issue a stop work order if the County’s inspector deems there is a risk of weather based on visual or actual forecasted predictions.
21. **Work Hours** - Work hours shall be within the hours of 7:00 a.m. to 5:30 p.m., and not more than 40 hours per week unless otherwise approved by the Public Works Director in writing. The contractor and all its subcontractors shall work the same hours. At the discretion of the county work hours may be modified at any time in the interest of public safety.
22. **Inspector’s Overtime** - Any overtime hours accrued by the Owner’s inspector due to the scheduling of the contractor or any of its subcontractors shall be reimbursed to the Owner by the Contractor. Reimbursement shall be achieved through deductions for inspector overtime from Contractor pay requests. Overtime rate is \$90.00 per hour. Overtime rates will apply after the work week of four (4), ten (10) hour, days or forty (40) hours in a work week.
23. **Equipment List/Schedule of Manpower/Construction Schedule** - The contractor shall provide a list of equipment to be utilized on this project, a schedule of manpower to be utilized on this project, and a detailed construction schedule, for review and approval by the Owner prior to award.
24. **Project Superintendent** - The Project Superintendent must be on site at all times during performance of work and must attend the weekly construction meetings.
25. **Construction Delays** - Any event for which the Contractor feels entitled to additional time shall be requested per MAG specifications to the Public Works Director. The decision of the Public Works Director shall be final. If a request for additional contract time is not received within 10 days of occurrence of the event, additional time will not be granted.
26. **Warranty** - All portions of the work under this contract shall be guaranteed for workmanship and materials for a period of two years from the date of final acceptance of the product by the Owner. Guarantee does not include workmanship or materials for subgrade work performed by others.

Chip seal warranty shall include the following. Stripping of cover material and/or bleeding of the asphalt membrane on any portion of the chip seal area, as determined by the Owner, shall be defined as chip seal failure. Failure of the chip seal area and the severity of the failure shall

direct the extent of the warranty repairs. Repair requirements for chip seal failure due to workmanship and/or materials shall be defined as follows:

- a) If random or strip area(s) of chip seal failure occur(s) less than 20% by area, the Contractor shall fully repair the specific failure area(s) via reapplication of CRS-2P and aggregate per the technical specifications followed by a fog seal application over the repair areas.
- b) If random or strip area(s) of chip seal failure occur(s) over 20%, but less than 50%, by area, the Contractor shall fully repair the specific travel lane(s) where the failure exists via reapplication of CRS-2P and aggregate per the technical specifications followed by a fog seal application over the repair areas.
- c) If random or strip area(s) of chip seal failure occur(s) over 50%, by area, the Contractor shall fully repair all travel lane(s) where the failure exists via reapplication of CRS-2P and aggregate per the technical specifications followed by a fog seal application over the repair areas.

If part of the contract work, all repaired failure areas shall receive a fog seal coat and paint striping application per the contract documents.

Random failure is characterized by irregular patterns of missing cover chips and/or irregular patterns of bleeding areas. Random chip seal failure shall be weighted as the percent of chip seal failure spots within a given 1' by 1' area, either by stripping of cover material and/or bleeding of the emulsified asphalt. In the area of this failure, several random failure areas shall be measured and the average shall be calculated to assess the proportion of failure.

Strip failure is characterized by regular patterns of missing cover chips and/or regular patterns of bleeding areas. Strip chip seal failure shall be weighted as the percent of chip seal failure spots within the width of the travel lane, by stripping of cover material and/or bleeding of the emulsified asphalt. In the area of the failure, several strip failure areas shall be measured and the average shall be calculated to assess the proportion of failure.

All warranty period repairs by the Contractor shall be considered a non-pay item. Failure of the Contractor to coordinate warranty repairs within 45 days of written notice shall warrant the County to move forward with a formal complaint with the Arizona Registrar of Contractors. Furthermore, no future construction contracts shall be awarded to the Contractor if warranty repairs are unresolved.

27. Final Pay Request - Request for final payment must be submitted to the Owner within 45 days of project completion as determined by the Owner. No additional pay requests will be considered after the final pay request is submitted.

28. Contractor Participation - A minimum of 50% of the work must be accomplished directly by the bidding contractor.

29. **Responsibility** – Contractor shall be fully responsible for the project until the date of final acceptance.
30. **Permits** – The Contractor shall be responsible for obtaining any and all necessary permits through federal, state or local agencies prior to construction commencement. This includes any cases where traffic control elements extend outside of County-owned right of way.
31. **Public Notification** – A minimum of two (2) electronic message boards shall be erected by the Contractor at least one (1) week prior to the commencement of construction in each area to notify the public of this impending project. The location of the message boards shall be determined by the Engineer. The message boards shall convey a simple project title, window of anticipated construction dates, and anticipated hours of restricted traffic flow. Minimum allowable message board size shall be approximately 10’W by 6’H. Message boards shall remain in place throughout project term and may be updated during the course of the project to provide any additional pertinent information to the public. If other jurisdictions require additional message boards for traffic control measures within right-of-way outside the project areas, these additional message boards shall be considered incidental to the traffic control plan for the overall project and payment for these additional traffic control measures shall be included in the lump sum cost for the traffic control bid item.
32. **Casting Frames & Covers** – All existing frames and casting covers (such as manholes, monumentation, clean outs, water valves, etc.) and all other street hardware items shall be protected from the application of the chip seal by some approved method such as the application of stickum-type paper template placed on each casting prior to the chip seal operations. ***Diesel fuel application or aggregate/dirt on the above-mentioned covers and hardware is not an acceptable method.*** Casting covers must be cleaned up to existing conditions after chip seal and fog seal installation. Utility covers damaged by the Contractor shall be repaired or replaced at the Contractor’s expense. Any utility or benchmark covers discovered during the chip seal process but not identified on the construction plans shall be protected in similar fashion.
33. **Concrete Structures** – The lines of termination of chip seal at the driveways shall be neat and straight. In cases of concrete structures—including, but not limited to gutters, curbs, sidewalks, concrete driveways, low-water crossings, and noted box culverts, bridge decks, bridge deck joints and cattle guards—adjacent to the pavement to be chip sealed, the Contractor shall provide and install tar paper, or other approved method, at all limits of work. The concrete structures shall be cleaned of excess chip seal to the satisfaction of the County Inspector—this includes curb and gutter. Excessive chip seal will not be permitted onto concrete structures.
34. **Staging of Materials** – The contractor shall be responsible for locating and securing a suitable staging area for materials and equipment. The County is not responsible for loss or damage of any materials stored during the project. The County shall receive a copy of the written agreement if the contractor secures a private location for materials and equipment.

35. **Work Areas** – All work shall be performed from within the right-of-way limits, as approximated on the plans. The Contractor shall not trespass on private or public lands outside or adjacent to the right-of-way without written permission from each individual property owner.
36. **Additional Equipment Requirements** – For roads receiving chip seal that are greater than one (1) mile in total length and in cases that will allow for rapid placement of the chip seal, the Contractor shall provide an additional pneumatic tire roller and an additional broom over and above the standard requirement of two (2) each. This will allow for less back-tracking of equipment during the chip seal process and ensure that the rollers and sweepers can maintain a constant distance to the spreading equipment and not fall behind.
37. **Striping** – Prior to chip sealing, the contractor's surveyor shall establish all locations for striping, gaps in paint striping, cross walks, stop bars, passing lanes, gore areas, signs, markings and delineators. Striping shall be restored to their original width, color, types and locations upon the completion of chip seal.
38. **Cooperative Use of this Contract (A.K.A. Piggy-back Clause)** - This agreement may be extended for use by other governmental agencies and political subdivisions of the State including members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accordance with the laws, ordinances, rules and regulations applicable to such entity, and the approval of the Contractor and the County. The provision of goods or services to other agencies under this contract does not absolve the Contractor from fully complying with the requirements set forth within the contract for materials and services to be provided to the County under this contract. Any attempt to represent any material and or service as being under this contract with Yavapai County, which is not a subject of, or an addition to this contract, is a violation of the contract. Any such action is subject to legal and contractual remedies available to Yavapai County including, but not limited to, cancellation or suspension of the contract.

In the event that another governmental agency or subdivision chooses to use this agreement for procurement purposes, the procuring party shall be solely responsible for the ordering of materials, services or construction under this agreement. Payment, inspection and acceptance of goods or services ordered by the procuring party shall be the exclusive obligation of the procuring party. County shall not be liable in any way for alleged or actual violations by the procuring party or Contractor, and the procuring party shall hold County harmless from any liability which may arise from the action or inaction of the procuring party. Contractor agrees to look solely to the procuring party in pursuing all legal remedies that may be available to Contractor for acts or inaction of the procuring party.

The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

ADOT SECTION 404 - SINGLE CHIP SEAL COAT (CRS-2P)

Description:

The work under this section shall be in accordance with Section 404 of ADOT Standard Specifications, as designated on the construction plans, and as modified herein.

The work under this section shall consist of furnishing all materials and constructing or applying a single chip seal coat according to the project plans.

Construction Requirements:

The single chip seal coat shall consist of emulsified asphalt, type Polymerized Cationic Rapid Set (CRS-2P) per ADOT Section 1005, applied at the rate in the range of **0.38 - 0.43** gallons per square yard (with a target value of **0.40** gal/SY), unless otherwise directed by the Engineer, and chip cover aggregate as specified below at a rate of **22-25 LBS/SY minimum**. Emulsified asphalt shall be applied to the surface of the road in accordance with Section 404-3.05 of the ADOT standard specifications. The County recognizes that older roads may require more emulsified asphalt oil and more recently paved roads may have reduced oil application rates, thus the stated range of oil application rate.

Prior to placing the chip seal, the Contractor shall install temporary raised pavement markers, Type Y-2 STD, on existing centerline striping at 50 foot intervals on tangents and 25 foot intervals on curves and turn lanes, stop bars, fog lines (edge marking) and any thermoplastic or preformed markings, and as instructed by the Engineer. The Contractor shall also remove all thermoplastic pavement markings (preformed or not) with a method and grinding device approved by the Engineer. No extra payment will be made for temporary raised pavement markers or removals of the pre-existing pavement thermoplastic markings. The cost for the markers shall be included in the unit price bid for chip seal. Temporary raised pavement markers will not be required for portions of roads without existing striping or thermoplastic markings.

Cover Material:

The cover material shall conform to Section 404-2.02 of ADOT standard specifications for the following gradation, and shall be an aggregate mix of *mechanically crushed rock* and shall be free from lumps or balls of clay, contain no calcareous or clay coatings, caliche, synthetic materials, decomposed granite, volcanic cinders, organic matter or foreign substances. If a clean cover material cannot be achieved using conventional crushing and screening methods, then the cover material will have to be washed in water. The cover material shall be applied at a rate determined by the Contractor and certified by the Contractor's Engineer. The Contractor shall ensure complete coverage of the emulsified asphalt and shall be responsible for any bleeding, stripping, or failure of the chip seal.

The crushed aggregate for the applications shall meet the requirements for gradation given in Table 1 when tested in accordance with ASTM C 136.

Table 1 - Aggregate Gradation Requirements

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8"	100
No. 4	0 - 25
No. 8	0 - 5
No. 200	0 - 2.0

The Contractor is responsible for all laboratory tests and certifications to assure that the chip material is in conformance to the requirements set forth in these specifications. Representative samples of the aggregate cover shall be per the contractors Quality Control Plan (QCP), and the laboratory test results and certificates of compliance shall all be submitted to the Owner's Engineer. The Owner may reject delivered chip material if, in his opinion, the delivered material differs significantly from the representative sample or appearing to be excessively dirty. In all cases, the Contractor shall be responsible for the successful placement of the single chip seal coat regardless of temperatures or material compliance, and shall guarantee the success of the single chip seal coat.

Weather:

Bituminous material used in the chip seal process shall be applied only when the existing bituminous surface is dry and when the surface temperature is at least 85 degrees F and the ambient temperature in the shade is 70 degrees F.

Despite the required minimum ambient and surface temperature and condition, the Engineer may at any time require that work cease or that the work be reduced in the event of weather conditions either existing or expected which would have an adverse effect upon the bituminous treatment.

Cleaning and Removals:

Prior to the chip seal operation the Contractor shall remove any and all vegetation within the limits of the chip seal by initially applying an approved herbicide. The herbicide shall be applied at least 10 days prior to the chip seal operation, or as directed by the manufacturer of the approved herbicide. Reward and Round Up are pre-approved herbicides. All other herbicides shall be submitted by the contractor for approval by the Agency, and shall be certified for use in the State of Arizona for the specific use intended. The application of the herbicide shall be performed in accordance with all applicable regulations. Any and all fines or clean-up costs for unlawful misuse or discarding of herbicides shall be the sole responsibility of the Contractor. Mixtures and spread rates for the herbicides shall be determined by the manufacturer's

specifications. Wash down of equipment or discarding of herbicides shall not enter the catch basins or positive drainage facilities.

At the present there are portions of the project that are expected to have an accumulation of material buildup, weed growth, and shoulder overgrowth along the edges of the pavement. This material will interfere with the project chip seal coat and thus the Contractor shall remove and dispose of all debris, aggregate and deleterious material on existing pavement and under the guardrail, if applicable, for the length of the project roadways. The removal of weeds shall be at least ten (10) days after they are properly treated with herbicide.

Prior to the chip seal operation, the Contractor shall remove all existing thermoplastic striping, thermoplastic legends and permanent raised pavement markers within the chip seal limits. When removing the permanent raised pavement markers the Contractor shall remove excessive adhesive left on pavement caused from the removal of raised pavement markers. Removal shall be done to the satisfaction of the Engineer.

All cleaning and removal work shall be considered incidental to this line item.

Removals & Sweeping:

Prior to applying chip seal, the entire pavement surface shall be thoroughly cleaned by the Contractor to remove any dirt, vegetation, weeds, dust, leaves, water, or other foreign material to the satisfaction of the Engineer. County forces may install pavement patches to designated roads prior to chip seal installation, if deemed necessary by the Owner.

The unit price bid shall include a sweeping of the road chip sealed no sooner than 12 hours after the completion of the chip sealing, but within 36 hours after chip seal, or as approved by the Owner's Engineer. Please note that early sweeping shall not void any of the warranties associated with this project. The secondary sweeping shall occur between 3 and 5 days after the initial chip seal installation. The sweeping of the chip sealed road shall occur as often as necessary to remove loose chips from the roadway. The Contractor shall be required to perform an additional sweeping immediately prior to the fog seal coat and each striping application.

Loose gravel signs shall remain on the roadway after chip sealing until such time as all sweeping has occurred, and the owner has approved their removal.

The use of any sweeper that causes damage to the chip seal coat shall not be permitted. The sweepers shall be self-propelled vacuum, regenerative air, or rear broom pick-up, with water spray bars to reduce dust. *Please see any notes in the Special Provisions that may restrict the use of specific sweeping equipment.* The Engineer shall determine which type of sweeper shall be used. If necessary, more than one type of sweeper shall be used. Sidewinder sweepers or brooms that windrow material and do not remove it shall not be used. A minimum of two (2) sweepers shall be used at all times. However, for roads receiving chip seal that are greater than 1 mile in total length, the Contractor shall provide at least one (1) additional pneumatic tire roller and one (1) additional broom over and above the standard minimum requirement of two (2) each. This will

allow for less back-tracking of equipment during the chip seal process and insure that the rollers and sweepers can maintain a constant distance to the spreading equipment and not fall behind.

Completion of sweeping shall be evidenced by the absence of loose chips in gutters and driveways, and against extruded curbing. Special attention shall be required in sweeping driveways and under and around parked vehicles clear of loose chips. The Contractor shall be responsible for removal of all chips from sidewalks and other affected areas. The Contractor shall provide a sufficient number of sweepers (minimum two) to sweep all streets within 36 hours after spreading screenings (chips) for chip seal coat.

Method of Measurement:

Measurement for work under this section shall be made on a per square yard basis.

Basis for Payment:

The accepted quantity of single chip seal coat, measured as provided above, will be paid for at the contract unit price per square yard, and such price shall be full compensation for the work as prescribed and specified herein, complete and in place.

Pay Item:

Single Chip Seal Coat , CRS-2P

Pay Unit:

Square Yard (SY)

ADOT SECTION 704 - THERMOPLASTIC PAVEMENT MARKINGS

Description:

The work under this section shall be in accordance with Section 704 of ADOT Standard Specifications and as modified herein.

This section shall consist of cleaning and preparing pavement surfaces and furnishing and applying either white or yellow thermoplastic reflectorized pavement markings; utilizing either extrusion, ribbon or spray dispensing devices of the required shape and thickness to the prepared pavement surface at the locations shown on the project plans.

Materials:

The thermoplastic reflectorized material shall consist of a solid mixture of heat-stable resins, white or yellow pigment, inter -mixed glass beads, filler, and other materials in granular or block form specifically compounded for reflectorized pavement markings to be applied to the pavement in a molten state.

All general requirements, composition, physical characteristics and physical requirements shall be according to ADOT Section 704-2 of the Standard Specifications.

Construction Requirements:

The work under this section shall be in accordance with Section 704-3 of ADOT Standard Specifications, as designated on the construction plans, and as modified herein.

Thermoplastic pavement markings shall only be applied at the final striping and marking application (Phase 2). For additional information see Section 708 of the Technical Specifications.

Method of Measurement:

Measurement for this section shall be made in accordance with Section 704-4 of the ADOT Standard Specifications.

Basis of Payment:

Payment for this item shall be made in accordance with Section 704-5 of the ADOT Standard Specifications.

Pay Item:

Thermoplastic Pavement Markings - White (4" equiv.)

Pay Unit:

Linear Feet (LF)

ADOT SECTION 708 - PERMANENT PAVEMENT MARKINGS

Description:

The work under this section shall be in accordance with Section 708 of ADOT Standard Specifications and as modified herein.

This section shall consist of cleaning and preparing the pavement surface, furnishing all materials and applying white or yellow, water -borne, lead-free, rapid-dry traffic paint at the locations shown on the plans.

Materials:

The work under this section shall be in accordance with Section 708-2 of ADOT Standard Specifications and as modified herein.

The manufacturer shall formulate the pavement marking paint in a consistent manner and notify the Engineer of any change of formulation. The formulation of the paint shall be determined by the manufacturer. It will be the manufacturer's responsibility to formulate paint which will meet the quantitative and qualitative requirements of ADOT Section 708-2 Standard Specifications.

Construction Requirements:

The Construction requirements for this section shall be in accordance with Section 708-3 of ADOT Standard Specifications and as modified herein. The Contractor and his surveyor will be responsible for re-establishing centerline for striping and for layout of all turn bays, islands, and turn lanes, and striping gaps. Striping information provided on the plans is intended to be used as guidance only.

The Contractor and his surveyor will be responsible for the re-establishment of all striping and pavement markings for the project limits as shown in the plans. Some minimal additional striping may be required as directed by the Engineer based upon existing conditions and vehicle tracking, and this will typically be performed during the final striping and marking installation. The existing pavement striping and markings shall be surveyed, as needed, prior to obliteration or overlay.

At no time shall traffic be allowed to traverse unmarked and undelineated portions of the roadway without temporary traffic control, reflective tabbing or striping and marking in place as approved by the Engineer.

For this project, Striping and marking of new pavements shall be done in two (2) separate phases as follows:

Phase 1 - As soon as possible (not to exceed 24 hours), the Contractor will be required to place the following Phase I permanent striping and markings per the striping plan.

- 1A) Center, channelization, edge, and stop bar lines (which have been obliterated by the paving operation) – ADOT 708 (permanent)

Contractor shall use Type 1 (standard) Pavement Marking Paint as specified in 708-2.01 and follow 708-3.02 for application requirements. Wet thickness shall not be less than 15 mils wet film thickness.

Phase 2 – The Contractor will be required to return between 10 to 15 calendar days after the Phase 1 application to repaint all permanent striping, apply thermoplastic striping to all stop bars and cross walk lines, and install preformed pavement markings for ARROWS and LEGENDS (if any) as follows:

2A) Center, channelization, and edge lines – ADOT 708 (permanent)

3A) Stop Bars, Cross Walk Lines – See ADOT 704 (thermoplastic)

Waiting 10 to 15 calendar days will cover over tracking of the initial striping and reduce the effects of bleeding into the final striping. Contractor shall use Type II (standard) Pavement Marking Paint as specified in 708-2.01 and follow 708-3.02 for application requirements. Wet thickness shall not be less than 25 mils wet film thickness.

The Contractor is required to replace any existing retroreflective markers that are within the roadway to mark fire hydrants locations. Type BB reflectors per ADOT standard detail M-19 shall be used to replace existing reflectors. These retroreflectors are to be considered incidental to the project and the costs should be absorbed into the respective bid item.

Method of Measurement:

Measurements for this item shall be made in accordance with Section 708-4 of the ADOT Standard Specifications. Quantities should be calculated using 4" equivalent lengths in Linear Feet (LF) in two phases.

Basis of Payment:

Payment for this item shall be made in accordance with Section 708-5 of the ADOT Standard Specifications and according to the pay item below.

Pav Item:

Permanent Pavement Markings - Yellow (4" equiv.)
Permanent Pavement Markings - White (4" equiv.)

Pav Unit:

Linear Feet (LF)
Linear Feet (LF)

ADOT SECTION 901 - MOBILIZATION

Description:

The work under this section shall be in accordance with Section 901 of ADOT Standard Specifications and as modified herein.

This section shall consist of preparatory work and operations, including but not limited to, the movement of personnel, equipment, supplies and incidentals to the project site.

Method of Measurement:

Measurement for work under this section shall be in accordance with Section 901-4 of the ADOT Standard Specifications.

Mobilization will be measured for payment by the Lump Sum (LS) as a single complete unit of work.

Basis of Payment:

Payment for work under this section shall be in accordance with Section 901-5 of the ADOT Standard Specifications.

Pay Item:

Mobilization

Pay Unit:

Lump Sum (LS)

MAG SECTION 104 – WATERING & DUST CONTROL

Description:

The work under this section shall be in accordance with MAG Sections 104.1.3 and 104.1.4 of the Standard Specifications and as modified herein.

Construction Requirements:

The construction requirements for this section shall be in accordance with MAG Section 104.1.3 and 104.1.4 of the Standard Specifications and as modified herein.

If in the opinion of the Owner's Engineer, the Contractor fails to keep the dust from his operation under control, the Owner's Engineer, by written order, may suspend construction operations until the situation is remedied. No time extension or additional costs will be allowed for this suspension.

Method of Measurement:

No measurement will be made for this item, as per MAG Section 104 Standard Specifications.

Basis of Payment:

No special payment will be made for this item and costs shall be absorbed within other bid items in this contract as per MAG Section 104 Standard Specifications.

MAG SECTION 333 - FOG SEAL COAT

Description:

The work under this section shall be in accordance with Section 333 of MAG standard specifications, as designated on the construction plans, and as modified herein.

Fog Seal Coat shall be applied to preserve the new surface treatment.

Construction Requirements:

The material to be used for Fog Seal Coat shall be CSS-1H or CQS-1H, diluted at a 1:1 ratio. The application rate shall have a range of .09 to .12 gallons per square yard with a target rate of .10 gallons per square yard, unless otherwise specified in plans or special provision or as directed by the Owner's Engineer. If the application rate falls below the .09 gallons per square yard the contractor will be required to re-fog seal the area to achieve the required application rate.

Contractor shall wait a minimum of 24 hours after surface seal placement before fog seal is applied, and ensure the application is installed the day after garbage /recycling pick-up days.

Method of Measurement:

Measurements for work under this section shall be made on a per square yard basis.

Basis of Payment:

Payment for this section, measured as provided above, shall be paid for at the contract unit price per square yard, and such price shall be full compensation for the work as prescribed and specified herein, complete and in place.

Pay Item:

Fog Seal Coat (0.1 GAL/SY)

Pay Unit:

Square Yard (SY)

MAG SECTION 401 - TRAFFIC CONTROL

Description:

All Traffic Control shall be in accordance with Section 401 of the MAG Standard Specifications and the **Manual on Uniform Traffic Control Devices, 11th Edition (MUTCD)**, U.S. Department of Transportation, Federal Highway Administration, and all subsequent revisions thereto and as modified herein shall consist of furnishing, installing, maintaining, moving and removing barricades, warning signs, lights, signals, cones, and other traffic control devices, including construction signing of detour routes to provide safe and efficient passage through and/or around the work for movement of traffic through construction zones and to protect workmen in or adjacent to the work zone. The requirements of the MUTCD shall be considered as the minimum standards for the protection of workmen and the traveling public.

Full closure of any roads within this project will not be permitted. Flagmen with radio communication will be required to maintain at least one lane of traffic at all times, and flagging stations shall be positioned at the beginning, end, and at all intersecting roadways within a paving segment. The distance of an active construction zone shall be set so that the maximum traffic delays ***shall not exceed 10 minutes***. If, at any point, traffic delays exceed 10 minutes, the Contractor shall immediately reduce the construction zone length to bring the delay to be below 10 minutes.

It is important to note that flagging stations shall be required at all roadway access points entering the work zone (whether pilot vehicles are being utilized, or not), including but not limited to mainline roads, side roads, high volume forest service roads and commercial driveways. Furthermore, when pilot vehicles are utilized multi-use residential driveways shall have 'wait for pilot truck' signage.

Prior to the commencement of any construction operations by the Contractor, a Traffic Control Plan shall be submitted to the Owner's Engineer for approval. The Traffic Control Plan shall be submitted prior to the Notice to Proceed with construction; and shall specifically and graphically identify a proposed sequence of operations and a compatible method of maintaining traffic. No detours shall be opened to traffic until approved by the Engineer. Additional site specific adjustments to traffic control will be required if deemed necessary by the Engineer.

The Contractor will be required to have a designated full time traffic control foreman that has experience with the MUTCD, other than the project superintendent. The traffic control foreman will be responsible for the implementation and maintenance of all approved traffic control plans.

Electronic Message Board(s) shall be erected and quantity thereof shall be according to the Special Provisions for the project. At least one (1) week prior to the commencement of construction the Contractor shall place one board at each end of the project. The signs shall remain in place during the construction activities on each roadway segment to notify the public of the project. The message board shall be located in high visibility areas at appropriate safe

locations within public right-of-way, as approved by the Engineer. If permits are required from a non-County jurisdiction, permit fees shall be included in the unit bid cost for Traffic Control.

Each message board shall convey a simple project title, window of anticipated construction dates, and anticipated hours of restricted traffic flow. Minimum allowable message board size shall be approximately 10'W by 6'H. Message Boards shall remain in place throughout project term and may be updated during the course of the project to provide any additional pertinent information to the public. The message board shall be considered a part of the overall traffic control plan for the project and payment for these traffic control measures shall be included in the lump sum cost for the Traffic Control bid item.

Fixed Project Information Sign - An additional 8' x 4' sign shall be installed at a fixed location (as approved by the Engineer), which will provide the following information to the general public:

- * Name of Project
- * Dates of construction
- * Name of Contractor
- * Contractor contact phone number

All sign content shall be approved by the Engineer.

When traffic conditions at the construction site warrant the use of certified police personnel to direct traffic, arrangements shall be made with Yavapai County Sheriff's Office or Department of Public Safety for off-duty officers, but **only** if specified in the Special Provisions.

See Special Provisions for additional information.

Method of Measurement:

MAG Section 401 shall be modified as follows:

Traffic control shall be measured as a Lump Sum (LS) item and shall include all items, materials, equipment, workmen, devices, facilities and work necessary to provide adequate traffic control and detours as specified in the Traffic Control Plan and as directed by the Engineer.

Off-duty police officer and vehicle will be measured by the Hour (HR) for each approved hour of operation, but **only** if specified in the Special Provisions.

Basis of Payment:

No payment will be made under Traffic Control for each calendar day during which there are substantial deficiencies in compliance with the specification requirements of this section, as determined by the Engineer.

Traffic control, measured as provided above, will be paid for at the contract Lump Sum (LS) price, which shall be full compensation for furnishing, installing, maintaining and removing all devices and the labor, tools, equipment and incidentals necessary to complete the work.

Off-duty police services, measured as provided above, will be paid for at the contract Hour (HR), which shall be full compensation for furnishing the services, labor, equipment and incidentals necessary to complete the work.

Pay Item:

Traffic Control

Pay Unit:

Lump Sum (LS)

QUALITY CONTROL AND TESTING SUPPLEMENT

Description:

It shall be the responsibility of the Contractor to administer a Quality Control Plan, hereinafter referred to as "QCP", sufficient to assure a product meeting the requirements of these specifications. The QCP may be operated wholly or in part by a subcontractor or an independent organization, however, the administration of the QCP, including compliance with the QCP and its modifications, shall remain the responsibility of the Contractor. All quality control testing and certification shall be performed under the guidance of a Professional Engineer licensed in the State of Arizona. This Engineer must also be a bona fide employee of an ADOT approved materials testing laboratory.

The Contractor is required to provide and maintain a QCP, along with all personnel, equipment, supplies and facilities as necessary to obtain samples, perform tests, and otherwise assure the quality of the product.

The Contractor's Quality Control Engineer shall submit the QCP, to the Owner's Engineer for approval, a minimum of ten working days prior to the start of work.

The Contractor shall perform process control sampling, testing and inspection during all phases of the work and shall perform the process control sampling, testing and inspection at a rate sufficient to assure that the work conforms to the contract requirements and published technical specifications. Additional testing may be required in the technical specification for an item. The Contractor's Quality Control Engineer shall provide the Owner's Engineer a certification stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures and random sampling. The Contractor's Quality Control Engineer shall certify the results of all tests performed and provide copies of the test results to the Owner's Engineer.

Elements of the Quality Control Plan:

The QCP shall address all elements which affect the quality of any material or aspect of the project, and includes, but is not limited to the quality of the subgrade, backfill materials aggregate base, cover material, asphalt products, asphalt emulsions, concrete, and asphaltic concrete, and shall include, but not be limited to the following:

- A) Seal Coat
- B) Asphalt Emulsions
- C) Cover Material

Testing Requirements:

All required testing shall be performed by the Contractor's Quality Control testing laboratory on materials and end products as required by the respective specification (MAG, ADOT, or otherwise specified) that is utilized for the material required in these contract documents. In instances when additional testing is required by the Owner, or when that testing requirement is not covered under the applicable specification referenced, modifications are included within these Contract Documents.

Testing frequencies, random sampling procedures, and testing methodologies shall be per the standard testing procedures within each respective specification or applicable testing manual or methods.

Acceptance:

Specifications are hereby modified to state that the tests used to determine acceptance will be performed by the materials testing laboratory employed by the Contractor under subcontract to perform the quality control testing for the project. All random sampling procedures and frequencies shall follow the most recent standard published specifications, and as modified by these contract documents.

Method of Measurement:

Measurement for work under this section shall be on a lump sum basis.

Basis of Payment:

Payment for work under this section, measured as provided above shall be paid for on a lump sum basis.

Pay Item:

Quality Control and Testing

Pay Unit:

Lump Sum (LS)

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, **2025**, by and between Yavapai County, Arizona, hereinafter designated the OWNER, and _____, of the City/Town of _____, State of _____, hereinafter designated the CONTRACTOR.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said Owner, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bond hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all plant materials, labor, construction equipment, services, and transportation required for performing all work for **CHIP SEAL (SPRING, FY 24-25) IN YAVAPAI COUNTY, ARIZONA - PROJECT #2450149**, in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer, or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: "Project Provisions and Specifications", "Proposal", "Surety Bid Bond", "Affidavit of Non-Collusion", "Subcontracting Certification", "Bid Schedule (Final)", "Labor and Materials Bond", "Performance Bond", plans, and addenda thereto, are by this reference made a part of this contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, services and transportation for performing all of the work for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

Work on this project shall start within ten (10) calendar days after the starting date set forth in the "Notice to Proceed" and shall be completed within the following limits:

SCHEDULE:

For construction in the contract documents, the project shall be completed within **THIRTY-FIVE (35) TEN-HOUR WORKING DAYS FROM THE DATE SPECIFIED IN THE NOTICE TO PROCEED.**

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner's Engineer, to complete the work to the satisfaction of the Owner's Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

<u>WORK ITEM</u>	<u>LIQUIDATED DAMAGES</u>
All work not complete within the above specified time.	PER MAG SPECIFICATIONS

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Owner's Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE IV – COMPLIANCE WITH IMMIGRATION LAWS: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

Contractor agrees and warrants that Owner shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Contractor agrees that any act by the Contractor or subcontractor that result in the impediment or denial of access of the books and records of Contractors or subcontractor shall be a material breach of the Contract on the part of the Contractor.

Nothing herein shall make Contractor or subcontractor an agent or employee of the Owner. Nothing herein shall act to establish privity of contract between the Owner and any subcontractor. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, subject to Owner approval as soon as possible so as not to delay project completion. Contractor shall advise each subcontractor of Owner's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

“Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor’s employees, and with the requirements of A.R.S. §23-214 (A). Subcontractor further agrees that Owner may inspect the Subcontractor’s books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

ARTICLE V - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511.

ARTICLE VI - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before twenty (20) days after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Owner's Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per A.R.S. §34-221.

In addition, when the contract is fifty percent completed, one half of the amount retained including any securities substituted under paragraph five of A.R.S. §34-221, shall be paid to the Contractor upon the Contractor's written request provided the Contractor is making satisfactory progress on the Contract and there is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty per cent completed, no more than five percent of the amount of any subsequent progress payments made under the Contract may be retained providing the Contractor is making satisfactory progress on the project, except that if at any time the owner determines satisfactory progress is not made ten percent retention shall be reinstated for all progress payments made under the Contract subsequent to the determination, all in accordance with A.R.S. §34-221.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of this Contract by the Contractor, the Owner agrees to pay the amount of _____ through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities. Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County’s payment obligations pursuant to this Contract. Contractor further agrees to register for the County’s EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration

requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

The Contractor agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Bidding Schedule for **CHIP SEAL (SPRING, FY 24-25) IN YAVAPAI COUNTY, ARIZONA - PROJECT #2450149.**

Indemnification. To the fullest extent permitted by law, Contractor (as “Indemnitor”) hereby agrees to defend, indemnify, and hold harmless Yavapai County and its departments, agencies, officers, officials, agents, employees, and volunteers (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a Party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Contractor shall not be obligated to defend Indemnitee against any Claims or indemnify Indemnitee resulting solely from the negligence or willful misconduct of Indemnitee and not in any way resulting from any act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. Contractor agrees to waive all rights of subrogation against Yavapai County, its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from the work performed by Contractor for Yavapai County. This indemnification shall survive the termination of this Agreement.

Any insurance, its limits, amount and type required herein to be maintained by Contractor shall in no way be construed as limiting the scope of this Indemnity.

Written Certification Pursuant to A.R.S. §35-393.01. If Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. §4842 or a regulation issued pursuant to 50 U.S.C. §4842.

Written Certification Pursuant to A.R.S. §35-394 Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People’s Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and 3) any 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. If Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall

notify the County within five business days after becoming aware of the noncompliance. If the Contractor does not provide the County with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the County of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

Authority to Contract – Any individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be legally binding and enforceable in accordance with its terms upon the party for whom such person is acting.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties named, on the date and year first herein written.

ATTEST:

YAVAPAI COUNTY

Jayme Rush, Clerk of the Board
Yavapai County

By: _____
James Gregory, Chairman
Yavapai County Board of Supervisors

ATTEST:

CONTRACTOR

Witness:
If Contractor is an Individual

By: _____
(Signature/Official Title)



YAVAPAI COUNTY
PUBLIC WORKS
ROGER McCORMICK, Director
www.yavapaiaz.gov/publicworks

1100 Commerce Drive
Prescott, AZ 86305
928-771-3183

4000 W. Cherry Creek Road
Camp Verde, AZ 86322
928-567-7728

10 South 6th Street, 1st Floor
Cottonwood, AZ 86326
928-567-7730

CONTRACT PERFORMANCE WARRANTY

I, _____, representing _____, do hereby warrant and guarantee the work performed for **CHIP SEAL (SPRING, FY 24-25) IN YAVAPAI COUNTY, ARIZONA - PROJECT #2450149**, for a period of two years from completion of said work.

Said work shall be performed in a professional and workmanlike manner, consistent with industry standards and the contract documents, and shall be free from defects which would cause the work not to perform in its intended manner until **[DATE]**.

CONTRACTOR

(Signature/Official Title)

[ADDRESS]

[PHONE]

[EMAIL]

Date



STATUTORY LABOR AND MATERIALS BOND
**PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES**
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____,
_____, (hereinafter called the Principal), as Principal,
and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with
its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona
issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Yavapai County (hereinafter called the
Obligee) in the amount of (100% of Contract Amount) _____ dollars
(\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrator,
executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for **CHIP SEAL (SPRING, FY 24-25)**
IN YAVAPAI COUNTY, ARIZONA - PROJECT #2450149, which contract is hereby referred to and made a part hereof, as fully
and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies
due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided
for in the contract, this obligation is void. Otherwise 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, of the 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 same extent as if they were copied at length in this agreement.

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

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

Principal Seal

Surety Seal

Agency of Record

Arizona Countersignature

Address

Phone Number

By:

By:

Agency Address



STATUTORY PERFORMANCE BOND
**PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES**
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____,
_____, (hereinafter called the Principal), as Principal,
and
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Yavapai County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for **CHIP SEAL (SPRING, FY 24-25) IN YAVAPAI COUNTY, ARIZONA - PROJECT #2450149**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

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

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

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

Principal Seal

Surety Seal

Agency of Record

Arizona Countersignature

Address

Phone Number

By:

By:

Agency Address

TO: (OWNER)
YAVAPAI COUNTY
BOARD OF SUPERVISORS
1100 Commerce Drive
Prescott, Arizona 86305

FROM: (CONTRACTOR)

PROJECT # & LOCATION:

APPLICATION / INVOICE #:

DATE:

CONTRACT DATE:

BILLING PERIOD:

Application is made for Payment, as shown, in connection with the Contract.
(Continuation sheet is attached)

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner TOTAL	ADDITIONS	DEDUCTIONS
Approved this month		
C.O. # Date		
TOTALS		
Net Change By Change Orders : \$		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for sub-contractors for work which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

AUTHORIZATION FOR PAYMENT

Public Works Director: _____ Date: _____
Project Engineer: _____ Date: _____
Project Manager _____ Date: _____
Processed By: _____ Date: _____

Contractor _____ Date _____
State of : Arizona County of: Yavapai
Subscribed and sworn to before me this _____ day of _____ 20 ____
Notary Public: _____
My commission expires: _____ SEAL

Project Name/Description (Contractor Name)				SAMPLE												
Change Order Request Form																
Item	Description	Qty	Type	Unit	Contract Amount	Qty	CO #1	CO #1(\$)	Qty	CO #2	CO #2 (\$)	Total Qty	CO	Total	CO (\$)	Revised Contract
1	Traffic Control	1	LS	4,000.00	4,000.00			0.00			0.00	0.0		0.00		4,000.00
2	Excavation	394	CY	10.00	3,940.00			0.00	200.0		2,000.00	200.0		2,000.00		5,940.00
3	Removals	1	LS	5,000.00	5,000.00			0.00			0.00	0.0		0.00		5,000.00
4	Relocate Valve Boxes	3	Ea	800.00	2,400.00			0.00			0.00	0.0		0.00		2,400.00
5	Install New Curb/Gutter	432	LF	15.00	6,480.00	279.5		4,192.50			0.00	279.5		4,192.50		10,672.50
6	Install New Embankment/Spill	2	Ea	1,500.00	3,000.00			0.00			0.00	0.0		0.00		3,000.00
7	Rip Rap D50=4"	11	CY	150.00	1,650.00			0.00			0.00	0.0		0.00		1,650.00
8	Filter Fabric	70	SY	1.50	105.00			0.00			0.00	0.0		0.00		105.00
9	Aggregate Base 7"	474	CY	22.00	10,428.00			0.00			0.00	0.0		0.00		10,428.00
10	Install New Catch Basin	1	Ea	3,500.00	3,500.00			0.00			0.00	0.0		0.00		3,500.00
11	Asphalt Concrete 61/2"	450	TN	45.00	20,250.00	123.0		5,532.75			0.00	123.0		5,532.75		25,782.75
12	Sawcut	590	LF	2.00	1,180.00			0.00	-590.0		-1,180.00	-590.0		-1,180.00		0.00
13	Signing	1	LS	2,500.00	2,500.00			0.00			0.00	0.0		0.00		2,500.00
14	Pvmt Stripe (4" Yellow)	1125	LF	0.30	337.50			0.00			0.00	0.0		0.00		337.50
15	Pvmt Stripe (4" White)	1225	LF	0.30	367.50			0.00	-100.0		-30.00	-100.0		-30.00		337.50
16	New 4" PVC Conduit	80	LF	16.00	1,280.00			0.00			0.00	0.0		0.00		1,280.00
17	New Pull Box No.7	2	Ea	350.00	700.00			0.00			0.00	0.0		0.00		700.00
18	Pavement Marking	8	Ea	350.00	2,800.00			0.00			0.00	0.0		0.00		2,800.00
19	Quality Control/Testing	1	LS	2,300.00	2,300.00			0.00			0.00	0.0		0.00		2,300.00
20	24" CMP (Plus Elbows)	24	LF	75.00	1,800.00			0.00			0.00	0.0		0.00		1,800.00
21	Construction Staking	1	LS	2,500.00	2,500.00			0.00			0.00	0.0		0.00		2,500.00
22	Fog Seal	150	Gal	8.00	1,200.00			0.00			0.00	0.0		0.00		1,200.00
																88,233.25
	Total Contract Amount				77,718.00											
	Total Change Orders							9,725.25			790.00				10,515.25	
	Total Revised Contract							87,443.25			88,233.25				88,233.25	
Submitted By / Date: _____																
Reason for Increase/Decrease: _____																
(Use Separate Page if Necessary)																
Approved By / Date: _____																

Project Name/Description (Contractor Name)

Change Order Request Form

Item	Description	Qty	Type	Unit	Contract Amount	Qty	CO #1	CO #1(\$)	Qty	CO #2	CO #2 (\$)	Total Qty	Total CO (\$)	Revised Contract
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														
17														
18														
19														
20														
21														
22														
Total Contract Amount					0.00									0.00
Total Change Orders								0.00			0.00		0.00	
Total Revised Contract								0.00			0.00		0.00	
Submitted By / Date: _____														
Reason for Increase/Decrease: _____														
(Use Separate Page if Necessary)														
Approved By / Date: _____														