

BID NO. 2014-20000148

PROJECT MANUAL
FOR THE
CITY OF YUMA

KAMMANN AVENUE WATERLINE CONNECTION
C.I.P. NO. 0053-WATER

SPECIAL NOTE: All Bidders must register with www.AZPurchasing.org. Please be advised if this solicitation is received by other than downloading the solicitation directly from www.AZPurchasing.org, you may not receive all the required documents. The City of Yuma will not accept any bids that are not on a City of Yuma Bid Form, which accompanies this solicitation.

PRE-BID MEETING: February 11, 2014 @ 11:00 AZ Time.

LOCATION: Charro Lane (Inside Sub-division of Rancho Verde)

This meeting is not mandatory; however, attendance is highly encouraged.



SPONSORING DEPARTMENT:

City of Yuma

Utilities Department

155 W. 14th Street

Yuma, AZ 85364-4735

BID SUBMITTAL CHECKLIST

This checklist is provided to remind bidders of several required elements of this bid. It is not intended to be a comprehensive list of all the document requirements. **BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ AND REVIEW ALL OF THE BID DOCUMENTS TO DETERMINE COMPLIANCE.**

- The bid form (Document 00300) has been completed and signed by an appropriate principal of the bidding firm. (Returning the entire project manual is not necessary.)
- All unit prices offered have been filled in and reviewed.
- The price extensions and totals have been checked. (Unit prices will prevail. All unit prices left blank will be considered as zero (\$0.00) and extended as such.)
- Contractors/Subcontractors section on bid form (Document 00300) has been completed as required.
- The Bid Security (Document 00350) has been included and signed, either as a bid bond with the power of attorney or cashier's check made payable to the City of Yuma.
- "Verification of Employment Eligibility" (Document 360) has been signed and included.
- All addenda have been acknowledged.
- The Bid Package/Envelope has been identified with the Bidder's name, bid number, and bid title.
- Davis Bacon Wages statement is attached, if applicable.
- The bid has been mailed or hand delivered to the following address:

MAILING ADDRESS

City of Yuma
Purchasing Division
One City Plaza
Yuma, Arizona 85364-1436

DELIVERY ADDRESS

City of Yuma
Purchasing Division
One City Plaza
Yuma, Arizona 85364-1436

- The bid has been mailed or hand delivered in time to be received and time stamped by a Purchasing representative no later than the time specified on the designated bid opening date. **(Late bids will not be considered.)**

PROJECT MANUAL

for

KAMMANN AVENUE WATERLINE CONNECTION

City of Yuma
Yuma, Arizona

BIDDING REQUIREMENTS

CONTRACT FORMS AND CONDITIONS OF THE CONTRACT

00030	Instruction to Bidders
00100	General Terms and Conditions
00200	Reserved
00300	Bid Form (Separate Document)
00350	Bid Bond
00360	Verification of Employment Form (At the end of Document 00300 – Bid Form)
00400	Construction Contract, Agreement and General Conditions (Separate Document)
00510	Performance Bond
00520	Payment Bond
00530	Certificate of Insurance
00540	Contractor 's Affidavit Regarding Settlement of Claims
00545	Sub-contractor's Affidavit Regarding Settlement of Claims
00550	Reserved
00560	Partial Payment Request
00570	Consent of Surety
00580	Extra Work Orders
00590	Liquidated Damages
00600	Special Conditions
	Erosion Control and Maintenance - SWPPP Specifications

SPECIFICATIONS

A-1	Grading Under Base Course
B-1	Aggregate Base Course
C-2	Asphaltic Concrete Pavement (Single Course)
C-3	Emulsified Asphalt Tack Coat
D-1	Portland Cement Concrete
E-9	Cleanup
F-3A	Remove Existing Concrete Curb and Gutter
F-7	Removal of Structures and Obstructions
G-2	Adjust Valve Boxes in Paved Areas
P-1	Pressure Piping, Valves and Hydrants

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DOCUMENT 00030

INSTRUCTION TO BIDDERS

1. Sealed bids will be received by the Purchasing Division, One City Plaza, Yuma, Arizona 85364-1436, or if mailed to City of Yuma, Purchasing Division, One City Plaza, Yuma, Arizona 85364-1436 until 2:00 P.M., Arizona time, on, **February 27, 2014** for the construction of the **KAMMANN AVENUE WATERLINE CONNECTION (RANCHO VERDE SUBDIVISION) C.I.P. NO. 0053**, and WORK incidental to the project, in accordance with plans and project manual now on file. All bids will be opened and publicly read aloud in Conference Room 138, One City Plaza, Yuma, Arizona, at the date and time specified above. The time/date recorder located in the Purchasing Division will be used to record the official time of receipt.
2. The following documents are available for examination in the Purchasing Division.

Each bidder must be completely familiar with the following documents:

Project Manual

Project Plans

City of Yuma Standard Construction Specifications – Current Edition

City of Yuma Construction Standard Detail Drawings – February 2009 Edition

Project Addenda

The Plans and Project Manual are available for examination at the Purchasing Division. In preparing a bid, each bidder must consider and evaluate data contained in these documents. All Bidders must register with www.AZPurchasing.org. Please be advised if this solicitation is received by other than downloading the solicitation directly from www.AZPurchasing.org, you may not receive all the required documents. The City of Yuma will not accept any bids that are not on a City of Yuma Bid Form, which accompanies this solicitation. Please update company profile by selecting the commodities that you currently offer for future projects.

The successful bidder will be furnished three additional sets of plans at no charge.

3. All bids must be in a sealed and plainly marked envelope, addressed to the Purchasing and Contracts Manager, Purchasing Division, One City Plaza, Yuma, AZ, 85364-1436. Pursuant to A.R.S. § 34-201, the bid must be accompanied by a certified check, cashier's check, or surety bond payable to the City of Yuma, for at least ten percent of the total bid price as a guarantee that the bidder will enter into a contract to perform the bid in accordance with the plans and Project Manual, within 10 days after the Notice of Award.
4. The City will award the contract in compliance with the laws of the State of Arizona, and the Contractor will be required to perform any contract awarded in compliance with all applicable Federal laws, Arizona state laws, and City of Yuma ordinances.
5. Until the contract is awarded, the City of Yuma reserves the right to reject any and all bids, waive technicalities, advertise for new bids, or to perform the WORK in house, when it is in the best interest of the City.

6. Work must start within 10 calendar days after the date of commencement established by the Notice to Proceed and must be completed within **30** calendar days after such commencement date. (Final Completion)
7. The Yuma City Council or the Purchasing and Contracts Manager will review all bids received, and reserves the right to award the contract to the most responsive/responsible bidder whose workmanship best fits the requirements of the City. The City Council's or the Purchasing and Contracts Manager's decision is final and binding upon all bidders.
8. Bid guarantees will be returned to the unsuccessful bidders immediately after the execution of the contract, and to the successful bidder immediately after the contract is properly signed.
9. Each bid must be made and submitted on the form attached. All blank spaces for items being bid must be completely filled in on the bid form. Blank spaces requiring dollar amounts must be filled in with dollar amounts. **If a line item unit price is left blank the price will be considered as zero (\$0.00) and extended as such** and the Contractor will be required to provide the item(s) at no cost to the City. The Contractor or his duly authorized agent must sign all bids.
10. The bid price must be the total cost to the City of Yuma and must include all applicable materials, equipment, labor, bonds, insurances, taxes, shipping charges, etc. required to provide the City with a completed project.
11. Policy On Nondiscrimination On The Basis Of Disability

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of Yuma does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in, its programs, activities, or services.

For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact:

Section 504 Coordinator
City of Yuma
Human Resources
One City Plaza
Yuma, Arizona 85364-1436
(928) 373-5127 (928) 373-5149 (TDD)

END OF INSTRUCTION TO BIDDERS

DOCUMENT 00100

GENERAL TERMS AND CONDITIONS

1. COMMUNICATIONS WITH THE CITY

All Bidders' communications (phone, fax, email, mail or courier, overnight delivery or other service) concerning this Bid shall be directed to the Purchasing Division. The Point of Contact is:

Melinda G. Holmes, CPPPO, CPPB
City of Yuma, Purchasing Division
Telephone Number: 928-373-5112
Fax Number: 928-373-5113
E-mail Address: Melinda.Holmes@YumaAz.gov

No other City official or City employee is empowered to speak for the City with respect to the Bid. Any Bidder seeking to obtain information, clarification, or interpretations from any City official or City employee other than the person identified above is advised that such material is used at the Bidder's own risk. The City will not be bound by any such information, clarification, or interpretation. Bidders are specifically instructed to not contact any design professional for information, clarification or interpretation concerning this project. Any such contact may result in the bid being disqualified.

Following the Bid submittal deadline, Bidder shall not contact any City employee, except the person identified above. Contact by a Bidder regarding this Bid with a City employee other than a Purchasing Division representative, may be grounds for rejection of the bid submitted.

2. ENTIRE CONTRACT

The WORK is executed under one entire contract as defined in Article 1 of the CONSTRUCTION CONTRACT.

3. CONDITIONS AFFECTING THE WORK

Bidders must carefully examine the Drawings and Project Manual, visit the site of proposed construction, and fully inform themselves about all conditions and limitations affecting the WORK. The bid must cover the cost of all items required to complete the project in a form acceptable to the City. Bidders are responsible for errors in their bids that result from failure to make the examinations specified above. Bidders must satisfy themselves as to local conditions affecting the WORK, and no information derived from the Project Manual, Plans, or from the Purchasing Division, relieves the bidder from any risk or from fulfilling all the terms and conditions of the contract, including; failure to bring to the attention of the City all reasonably known conditions which would adversely impact the continuous and successful completion of the WORK and would have been foreseeable by reasonable due diligence prior to bid submittal. The accuracy of interpretation of facts disclosed by boring or other preliminary investigation is not guaranteed.

4. STATE AND LOCAL LAWS

Bidders must be familiar with laws, acts, and ordinances of the state, city, and county in which the Project is located prior to execution of the contract.

5. TIME OF COMPLETION

The successful bidder must commence WORK within 10 days after the date of commencement established by the Notice to Proceed, and complete all WORK within the calendar days referenced in Document 00030, Item 6. If the Contractor has failed, neglected or refused to complete the WORK or any portion of the WORK within the time specified, or as modified by Change Order, the Contractor must pay to the City, as liquidated damages and not as a penalty, the amount of damages as set forth in the Construction Contract (Also see Document 00590) for each calendar day the Contractor fails, neglects or refuses to perform the WORK or any portion of the WORK.

6. INTERPRETATION OF DOCUMENTS

During the Project's bidding phase, **all** questions concerning the Plans and Project Manual Documents are to be addressed in **writing** to the Purchasing Division, One City Plaza, Yuma, Arizona 85364-1436 or email Melinda.Holmes@YumaAZ.gov or by facsimile (FAX) telephone number (928) 373-5113.

If any bidder has a question about the meaning of any part of the Plans, Project Manual, or other proposed contract documents, or finds discrepancies or omissions in the Plans and Project Manual, the bidder may submit a written or faxed request for an interpretation or correction to the Purchasing Division. Request should include return address and telephone and fax numbers. The person submitting the request is responsible for its prompt delivery. Any modifications or corrections of the proposed documents will be made only by a duly issued Addendum from the Purchasing Division. A copy of the Addendum will be faxed, mailed or delivered to each bidder.

As questions submitted require adequate time for response preparation, Bidders are asked to forward all questions to Purchasing at least 72 hours prior to the date and time set forth for the opening of bids. The City cannot / will not guarantee that questions advanced less than 72 hours of the bid opening can or will be addressed.

Only the Purchasing Division shall respond to submitted questions.

Should any potential Bidder seek and receive information from any other source other than that specified above, any and all information from that source is hereby declared to be invalid in advance of the fact and any and all such information utilized is entirely at the risk of the Bidder.

7. CONSULTANTS

As a matter of identification, the names of consultants employed by the City Engineer for various phases of WORK are listed on drawings. Bidders and material suppliers must not communicate directly with any consultants or the City Engineer. Questions and requests for decisions and interpretations must be directed to the Purchasing Division representative, who will confer with the consultants or the City Engineer, if deemed advisable.

8. CHANGES AND SUBSTITUTIONS

Items defined under manufacturers' names and catalog numbers are intended as a basis of quality and not as closed specifications, unless noted otherwise. Items other than those specifically named in Project Manual or indicated on drawings will be considered, only if a written request for acceptance of such items is directed to the Purchasing Division representative who will confer with the consultants or the City Engineer for approval.

9. BIDS

General Contractors must submit bids using the Bid Form included in the Project Manual. Loose forms are available from Purchasing upon request, or the forms may be copied from the Project Manual.

Any Bid Form improperly completed or modified in any respect may be rejected. Each bid must specify the price, written in ink or typewritten, in numeric figures only - for example \$1,200 - for each separate item as required. If a line item unit price is left blank the price will be considered as zero (\$0.00) and extended as such and the Contractor will be required to provide the item(s) at no cost to the City.

Bidders must deliver the completed Bid Form (Document 00300) and attached documents, as may be directed within the Manual, together with the Bid Security (Document 00350) in a sealed envelope marked for identification to the specified location prior to the date and hour set for opening the bids as specified in the Instruction to Bidders..

10. BID SECURITY

As required by A.R.S. § 34-201, each bid must be accompanied by a certified check, cashier's check, or surety bond (Document 00350), payable to the City of Yuma, for at least ten percent of the total bid price as a guarantee that the bidder will enter into a contract to perform the bid in accordance with the plans and Project Manual within 10 days after the Notice of Award. The surety bond must be issued by a company authorized to transact surety business in the State of Arizona.

If the successful Bidder fails or refuses to execute the required Contract, Performance Bond (Document 00510), and Payment Bond (Document 0000520) within the time specified in the paragraph entitled "Award of Contract," the City will retain the bid guarantee proceeds as liquidated damages for delay in execution of the contract and as compensation for subsequent acceptance of a higher or less desirable bid.

11. PERFORMANCE BOND AND PAYMENT BOND

When the contract is signed, the successful bidder must furnish surety bonds payable to the City of Yuma, issued by a surety company authorized to do business in the State of Arizona and represented by an agent doing business in the State of Arizona, as follows:

- 1) A bond in an amount equal to one hundred percent of the contract as surety for the faithful performance of the contract.

- 2) A bond in an amount equal to one hundred percent of the contract for the payment of just claims for materials, labor, and subcontractors employed by the Contractor, as a guarantee of labor and materials used or incorporated in the work, and for the fulfillment of other requirements as may be required by law.

12. TAX LIABILITY BOND / BOND EXEMPTION CERTIFICATE

In conformance with Arizona Revised Statutes § 42-5006 and the Arizona Department of Revenue criteria concerning construction project tax liabilities and, as a requirement of this Contract, the successful bidder must furnish to the City of Yuma one of the following documents when the contract is signed:

- (a) A copy of the Tax Liability Bond, issued by the Arizona Department of Revenue, naming this specific project as being bonded.
- (b) A current Bond Exemption Certificate, issued by the Arizona Department of Revenue, naming this specific project as being exempt.

13. TELEGRAPHIC, FACSIMILE OR ELECTRONIC MODIFICATION

Telegraphic, facsimile or electronic modifications of bids already received by the Purchasing Division will not be permitted. Modifications to submitted bids must follow the process delineated under Item 15 (Withdrawal of Bids) below, whereby bids are withdrawn, modified and resubmitted to the Purchasing Division in person before the specified date and time of the bid opening.

14. DISQUALIFIED BIDDERS

The City will not accept bids or award contracts to any person in arrears to the City for any debt or contract, in default on any Surety bond, or otherwise deficient in any obligation to the City.

15. WITHDRAWAL OF BIDS

A bidder may withdraw his bid prior to the deadline for bid submittal by submitting a written request for its withdrawal. Bids received after the time for opening bids or received at any place other than the place specified for receiving bids will not be considered.

If a bidder withdraws his bid after the time set for opening bids, the bid bond is subject to forfeiture as liquidated damages.

16. METHOD OF AWARD

The City reserves the right to accept the bid which, under all circumstances, appears to be in the best interest of the City or to reject any or all bids or to withhold the award for any reason. Base bid, unit prices, alternate prices, and time of completion may individually or collectively be considered as the basis for award of the Contract.

17. LIST OF SUBCONTRACTORS

Each bidder must list the names of contractors/subcontractors proposed to be employed for work in the proper space on the Bid Form.

Once the Contract is awarded, the subcontractor list cannot be changed unless the City Engineer or his representative gives prior written permission.

18. QUALIFICATIONS

A bidder represents it has the financial resources, Licenses, and necessary skills and experience to carry WORK through all stages to completion. A bidder unable to show evidence of these abilities to the satisfaction of the City is not eligible for award.

19. ADDENDA

Any addenda issued during the time of bidding, are part of the documents for the preparation of bids and must be addressed in the bid.

20. OPENING

Bids will be opened and publicly read aloud at the time and place specified in the Instruction to Bidders. Bidders are invited to be present at the opening.

21. AWARD OF CONTRACT

The contract will be awarded or all bids will be rejected within 90 days after the day the bids are opened, unless otherwise specified in these documents. The City reserves the right to accept the bid which, under all circumstances, appears to be in the best interest of the City or to reject any or all bids or to waive any informality in any bid. The successful bidder will be notified in writing at the address listed on the bid that his bid has been accepted and that he has been awarded the contract. The successful bidder must return by the date indicated in the Notice of Award letter, two (2) signed copies of the contract documents – the Contract, the Certificate of Vote, the Performance Bond, the Payment Bond, Insurance Certificates, W-9 and Tax Liability Bond (or Tax Liability Bond Exemption Certificate) to the Purchasing Division.

If the contract is awarded to a corporation, the City may require proof of valid incorporation and identification of authorized corporate agents before signing the contract.

If the successful bidder fails to sign and return the contract by the date indicated in the Notice of Award letter, the award may be annulled at the sole discretion of the City and may result in forfeiture of the firm's bid bond. The contract may then be awarded to the next lowest qualified bidder.

22. GENERAL REQUIREMENTS

The bidders must bid on all items listed, unless otherwise specified on the Bid Form.

Bidder must present satisfactory evidence of performance skills and ability and the necessary Contractor's license (See A.R.S. § 32-1151) and other appropriate documents required to do business in the State of Arizona for the fulfillment of this proposed contract. In addition, bidder must supply any additional information and supporting evidence of ability to do work under the contract upon request. The

successful bidder must possess or obtain a City of Yuma Business License prior to the commencement of construction. Bidders must possess a current, valid, Arizona Registrar of Contractors' license at the time of bid.

23. BID SUBMITTALS

Bids must be submitted in a plainly marked and sealed envelope endorsed with the bidder's name, the date to be opened, and addressed to the Purchasing and Contracts Manager, Purchasing Division, One City Plaza, Yuma, AZ, 85364-1436.

24. FORM OF BID AND SIGNATURE

The bid must be on the form provided. The bidder must fill in dollar amounts and be able to perform the WORK required by the contract. The bid must be signed as follows:

1. if the bidder is an individual, the bidder must sign his full name and address;
2. if the bidder is a partnership, a partner must sign his name, the name of the partnership and business address, and list the names of all other partners;
3. if the bidder is a corporation, an officer or authorized agent must sign his name, the corporate name, business address, and titles of all officers of the corporation.

Telegraphic, electronic or facsimile bids will not be considered.

Bidders must properly complete blank spaces on the bid. The wording of the bid must not be changed. Unauthorized conditions, limitations, or provisions attached to the bid will either be ignored or result in rejection of the bid. Alterations by "erasure" and "line - through" must be explained in writing and signed by the bidder.

25. BID PROTEST PROCEDURES

(a) Bidders who are aggrieved in connection with the solicitation or award of a contract may protest to the City Council in accordance with A.R.S. § 36-55 of the City of Yuma Code. The protest shall be submitted in writing to the City Administrator within ten days after the bidder knows or should have known of the facts giving rise to the protest. The Administrator shall place the protest on the next Council agenda if not resolved prior to that time.

(b) The City Council shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, contractor, actual or prospective, concerning the solicitation or award of a contract.

(c) If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue notice in writing of the Council's decision. The notice shall:

- (1) State the reasons for the action taken; and
- (2) Inform the protestant of right to judicial review

(d) A copy of the decision under this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

(e) A decision under this section shall be final and conclusive unless fraudulent, or unless any person adversely affected by the decision commences an action in court.

26. SITE INVESTIGATION AND REPRESENTATIONS

The bidder must be acquainted with the nature and location of the WORK and the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed before and during performance of the WORK and all other matters which can in any way affect the WORK or costs under this contract. Any failure by the bidder to acquaint himself with information concerning these conditions does not relieve the responsibility for properly estimating the difficulty or cost of successfully performing the WORK. The City assumes no responsibility or liability for any understanding or representations made by any of its employees or agents during or prior to the execution of this contract, unless (1) such understanding or representations are expressly stated in the contract, and (2) the contract expressly provides that the responsibility is assumed by the City.

27. PERMITS, LICENSES, FEES AND TAXES

The bidder is responsible for procuring all permits and licenses, paying all charges, fees and sales tax, and giving any notices necessary and incident in performing the WORK unless noted otherwise. The City will exempt the bidder from paying the standard fees for permits issued by the City provided that all the permits are issued prior to the commencement of the WORK. Permits requested and issued after commencement of the WORK, shall be paid for by the bidder at double the standard fee rate, for which the City will assume no responsibility.

28. VERIFICATION OF EMPLOYMENT ELIGIBILITY

Contractor warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility.

A breach of this clause shall be deemed a material breach of the Contract and is subject to penalties up to and including termination of this contract.

City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure that the Contractor or subcontractor is complying with this warranty.

Contractor warrants that this company is in full compliance of this requirement, and further represents and warrants that all providers or sub-contractors are also in full compliance of this requirement by signing and returning Document 00360 to the City of Yuma with the Bid.

END OF GENERAL TERMS AND CONDITIONS

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DOCUMENT 00200
(RESERVED)

DOCUMENT 00300

BID FORM

Document 00300 is provided as a separate Excel document named Bid Form.

Each bidder must complete Document 00300 and return same in a **sealed envelope** indicating the bid number and bid name. **Please do not return the entire project manual with your bid, only return the documents indicated on the Bid Submittal Checklist.**

DOCUMENT 00350

BID BOND

1. FORM INCLUDED

- 1.1 Each bidder must complete Section 00350 and return same in a **sealed envelope** with the Bid Form:
- 1.2 As required by A.R.S. § 34-201, each bid must be accompanied by a certified check, cashier's check, or surety bond payable to the City of Yuma for at least ten percent of the total bid price as a guarantee that the bidder will provide the required bonds and certificates, and return the signed contract to perform the WORK in accordance with the Plans and Project Manual, within 10 days after the Notice of Award. The surety bond must be issued by a company authorized to transact surety business in the State of Arizona.
- 1.3 The City has elected to use the following form as the Bid Bond Form for this project. The bidder may use the enclosed form or submit an Arizona Statutory Bid Bond supplied by the bonding company as a substitute form for the attached. **(These are the only Bid Bond forms that will be accepted. Any bidder submitting a bond form other than the ones indicated shall be considered non-responsive to the bid.)**
- 1.4 Bidder is advised to review this document and comply with defined requirements when submitting a bid.

DOCUMENT 00350

ARIZONA STATUTORY BID BOND
PURSUANT TO TITLES 28, 34 AND 41, ARIZONA REVISED STATUTES

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has submitted a bid for

KAMMANN AVENUE WATERLINE CONNECTION (RANCHO VERDE SUBDIVISION)

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

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

PRINCIPAL

SEAL

SURETY

SEAL

By: _____

By: _____

Title: _____

Agency of Record

Agency Address

DOCUMENT 00360

VERIFICATION OF EMPLOYMENT ELIGIBILITY

1. FORM INCLUDED
 - 1.1. Each bidder must complete Section 00360 and return same in a **sealed envelope** with the Bid Form:
 - 1.2. The City has elected to use the following form as the Verification of Employment for this project.
 - 1.3. As required by A.R.S. § 41-4401, “After September 30, 2008, a government entity shall not award a contract to any contractor or subcontractor that fails to comply with” the requirements of A.R.S. § 23-214.
 - 1.4. Bidder is advised to review this document and comply with defined requirements when submitting a bid.

DOCUMENT 00400
SAMPLE CONSTRUCTION CONTRACT

AGREEMENT FORM AND GENERAL CONDITIONS

1. STANDARD FORM OF AGREEMENT

Form: Contract will be prepared by the City using the attached sample "Construction Contract" format, which contains the Agreement and the General Conditions.

See Sample Contract Attachment

END OF DOCUMENT

DOCUMENT 00510

PERFORMANCE BOND

1. FORM INCLUDED

- 1.1 The City has elected to use the following form as the Performance Bond Form for this project. **SUBSTITUTE FORMS WILL NOT BE ACCEPTED BY THE CITY.**
- 1.2 Bidder is advised to review this document and comply with defined requirements prior to submitting a bid.
- 1.3 Date of bond must be on or before the effective date of the Contract between the City and the CONTRACTOR. Bond form will be supplied to successful bidder with Contract documents.

DOCUMENT 00510
PERFORMANCE BOND

Bond No. _____

(Penalty of this bond must be 100% of the Contract Amount)

_____ ("Principal"), and
_____, a corporation
organized and existing under the laws of the State of _____ with its
principal office in the City of _____ ("Surety"), are bound to pay the City
of Yuma ("Obligee") \$_____. The Principal and Surety bind themselves,
and their heirs, administrators, executors, successors, and assigns, jointly and severally.

The Principal has entered into a written contract with the Obligee, dated the ____ day
of _____, 20____ to furnish any and all labor, equipment, transportation,
plants, materials and tools required for the construction of the **KAMMANN AVENUE**
WATERLINE CONNECTION (RANCHO VERDE SUBDIVISION) for the City of Yuma,
Arizona. This document is a part of that contract.

Now, therefore, the condition of this obligation is such, that if the principal faithfully
performs and fulfills all of the undertakings, covenants, terms, conditions and agreements
of the contract during the original term of the contract and any extension of the contract,
with or without notice to the surety, and during the life of any guaranty required under the
contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions
and agreements of all duly authorized modifications of the contract that may hereafter be
made, notice of which modifications to the surety being hereby waived, the above obligation
is void. Otherwise it remains in full force and effect.

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

PERFORMANCE BOND (CONT'D)

The prevailing party or any party which recovers judgment on this bond is entitled to reasonable attorneys' fees and costs as determined by the Court.

Executed this _____ day of _____, 20__.

PRINCIPAL

By _____

Print Name: _____

SURETY

SEAL

By _____

Print Name: _____

AGENCY OF RECORD

AGENCY ADDRESS

Construction Project: **KAMMANN AVENUE WATERLINE CONNECTION**

DOCUMENT 00520

PAYMENT BOND

1. FORM INCLUDED

- 1.1 The City has elected to use the following form as the Payment Bond Form for this project. **SUBSTITUTE FORMS WILL NOT BE ACCEPTED BY THE CITY.**
- 1.2 Bidder is advised to review this document and comply with defined requirements prior to submitting a bid.
- 1.3 Date of bond must be on or before the effective date of the Contract between the City and the CONTRACTOR. Bond form will be supplied to successful bidder with Contract documents.

DOCUMENT 00520

PAYMENT BOND

Bond No. _____

(Penalty of this bond must be 100% of the Contract Amount)

_____ ("Principal"), and
_____, a corporation
organized and existing under the laws of the State of _____ with its
principal office in the City of _____ ("Surety"), are held and firmly bound
to pay the City of Yuma ("Obligee") \$_____. The Principal and Surety bind
themselves, and their heirs, administrators, executors, successors, and assigns, jointly and
severally.

The Principal has entered a written contract with the Obligee, dated the _____ day
of _____, 20____ to furnish any and all labor, equipment, transportation,
plants, materials and tools required for the construction of the **KAMMANN AVENUE
WATERLINE CONNECTION (RANCHO VERDE SUBDIVISION)**
for the City of Yuma, Arizona. This document is a part of that contract.

Now, therefore, the condition of this obligation is such, that if the principal promptly
pays all monies due to all persons supplying labor or materials to the principal or the
principal's subcontractors in the prosecution of the WORK provided for in the contract, this
obligation is void. Otherwise it remains in full force and effect.

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

PAYMENT BOND (CONT'D)

The prevailing party or any party which recovers judgment on this bond is entitled to reasonable attorneys' fees and costs as determined by the Court.

Executed this _____ day of _____, 20__.

PRINCIPAL

By _____

Print Name: _____

SURETY

SEAL

By _____

Print Name: _____

AGENCY OF RECORD

AGENCY ADDRESS

Construction Project: **KAMMANN AVENUE WATERLINE CONNECTION**

DOCUMENT 00530

CERTIFICATE OF INSURANCE FORM

1. DOCUMENT INCLUDED

- 1.1 The City has elected to use the following Certificate of Liability Insurance form ([ACORD 25 \(2010/05\), or latest version](#)) for this project. (Available through your Insurance Agent) except for Workers' Compensation Insurance.
- 1.2 The City will accept the Certificate of Workers' Compensation Insurance as supplied by State Fund Workers' Compensation Insurance if applicable, or if not available, include Workers' Compensation Insurance on form identified above under 1.1.
- 1.3 **Bidder is advised to review Document 00400, Article 8.2, Insurance, and comply with defined insurance requirements.**

DOCUMENT 00540

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

1. DOCUMENT INCLUDED

- 1.1 The CITY has elected to use the following CONTRACTOR's Affidavit Regarding Settlement of Claims for this project.

CITY OF YUMA, ARIZONA

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

PROJECT: KAMMANN AVENUE WATERLINE CONNECTION

ACCOUNT # _____

To the City of Yuma, Arizona:

This is to certify that the claimant or subcontractor has discharged all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project.

The undersigned accepts \$_____, as the specified final payment amount, as full and complete payment under the terms of the contract, and relinquishes any and all further claims or right of lien in connection with the above described project. The undersigned further agrees to indemnify and defend the City of Yuma against any and all liens, claims of liens, legal actions, damages, charges and expenses the City may suffer from failure of the undersigned to pay for labor and materials furnished for the performance of WORK under the contract.

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

CONTRACTOR

By _____

Print Name: _____

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

Notary Public

My Commission Expires _____

DOCUMENT 00545

SUB-CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

DOCUMENT INCLUDED

The CITY has elected to use the following SUB-CONTRACTOR's Affidavit Regarding Settlement of Claims for this project.

CITY OF YUMA, ARIZONA

SUB-CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

PROJECT: KAMMANN AVENUE WATERLINE CONNECTION

ACCOUNT # _____

To the City of Yuma, Arizona:

This is to certify that the claimant or subcontractor has discharged all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project.

The undersigned accepts \$_____, as the specified final payment amount, as full and complete payment under the terms of the contract, and relinquishes any and all further claims or right of lien in connection with the above described project. The undersigned further agrees to indemnify and defend the City of Yuma against any and all liens, claims of liens, legal actions, damages, charges and expenses the City may suffer from failure of the undersigned to pay for labor and materials furnished for the performance of WORK under the contract.

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

SUB-CONTRACTOR

By _____

Print Name: _____

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

Notary Public

My Commission Expires _____

DOCUMENT 00550

RESERVED

DOCUMENT 00560

PARTIAL PAYMENT REQUEST TO CITY OF YUMA

1. DOCUMENT INCLUDED

- 1.1 The CITY has elected to use the following Partial Payment Request Form for this project.

PARTIAL PAYMENT REQUEST TO CITY OF YUMA
REQUEST NO. _____

NAME OF PROJECT: KAMMANN AVENUE WATERLINE CONNECTION

P.O. No. _____ / Project No. 0053 WATER

CONTRACTOR: _____

CONTRACT START DATE: _____

ORIGINAL CONTRACT COMPLETION DATE: _____

CURRENT COMPLETION DATE: _____

PERIOD COVERED: _____ TO _____

ORIGINAL CONTRACT PRICE: \$ _____

CURRENT CONTRACT PRICE THROUGH C.O. NO (____): \$ _____

WORK COMPLETED TO DATE: \$ _____

LESS RETAINAGE (____%): \$ _____

LESS PREVIOUS PAYMENTS: \$ _____

AMOUNT DUE CONTRACTOR: \$ _____

CERTIFICATION OF CONTRACTOR

I hereby certify that the WORK performed and the materials supplied to date, as shown on this partial payment request, represents the actual value of accomplishment under the terms of this contract in conformity with approved plans and specifications; that the quantities shown were properly determined and are correct; and that there has been full compliance with all labor provisions included in the contract identified above.

Date _____

CONTRACTOR _____

Signature _____

Print Name: _____

DOCUMENT 00570

CONSENT OF SURETY

1. DOCUMENT INCLUDED

1.1 The CITY has elected to use the following Consent of Surety Form for this project.

CONSENT OF SURETY

NAME OF PROJECT: KAMMANN AVENUE WATERLINE CONNECTION

P.O. No. _____ Project No. 0053 WATER

CONTRACTOR: _____

CONTRACT START DATE: _____

ORIGINAL CONTRACT COMPLETION DATE: _____

CURRENT COMPLETION DATE: _____

In accordance with the provisions of the contract between the CITY OF YUMA and

_____, CONTRACTOR,

_____, SURETY,

approves the reduction in or partial release of retainage to the CONTRACTOR as follows:

The SURETY agrees that such reduction in or partial release of retainage to the CONTRACTOR shall not relieve the SURETY of any of its obligations to the CITY OF YUMA as set forth in the SURETY's bond.

SURETY

Signature of Authorized Representative

Print Name: _____

Executed this _____ day of _____ 20____.

DOCUMENT 00580

EXTRA WORK ORDERS

1. DOCUMENT INCLUDED

1.1 The CITY has elected to use the following Extra Work Order Form for this project.

CITY OF YUMA
CITY ENGINEERING DEPARTMENT
EXTRA WORK ORDER NO. _____

Date:	Project No.: 0053	P.O. No.:	Bid No.: 2014-20000148
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Issued to:	
------------	--

By issue of this EXTRA WORK ORDER, the Contractor named above is hereby directed to undertake and complete the following described work, as a part of an existing Contract for the referenced Project.

Description of Extra Work:

1.		Costs:
		\$
		\$
	New charges to be assessed against Account No.	\$

Issued by:		Accepted by:	
	City Engineering Department		Contractor Representative

- | | |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Extra work undertaken by this Order shall be in accordance with that section of the General Conditions of the Project addressing Changes in Work. |
| 2. | Should an item of extra work be a new item, i.e. an item not addressed by the Project's original Proposal, Addenda or a Proposal of Cost submitted in conjunction with a previous EXTRA WORK ORDER, the Contractor shall tender to the Engineer a "Proposal of Cost", which shall reflect all costs to be incurred by the City for the new work. |
| 3. | Only upon approval of a "Proposal of Cost", if necessary, and the issue of this Order shall the Contractor commence extra work. |
| 4. | Extra Work Order distribution shall be to: <ul style="list-style-type: none"> A. Project File (Original) B. Project Manager (copy) C. Inspector (copy) D. Contractor (copy). E. Purchase Order History File (copy). |

DOCUMENT 00590
LIQUIDATED DAMAGES

Failure to Complete the WORK on Time

For each calendar day or working day, as specified, that the contractor fails to achieve substantial completion after the contract time or calendar date specified for the completion of the work provided for in the contract, the sum shown in the schedule of liquidated damages specified below will be deducted from any monies due the contractor, not as a penalty, but as liquidated damages; provided, however, that due account will be taken of any adjustment of the contract time for the completion of the WORK allowed.

Permitting the contractor to continue and finish the WORK or any part of it after the time fixed for its completion or after the date to which the time from completion may have been extended will in no way operate as a waiver on the part of the City of any of its rights under the contract.

SCHEDULE OF LIQUIDATED DAMAGES			
ORIGINAL CONTRACT AMOUNT		LIQUIDATED DAMAGES PER DAY	
From More Than	To and Including	Calendar Day or Fixed Date	Working Day
\$ 0	\$ 100,000	\$ 350	\$ 500
\$ 100,000	\$ 500,000	\$ 490	\$ 700
\$ 500,000	\$ 1,000,000	\$ 840	\$ 1,200
\$ 1,000,000	\$ 2,000,000	\$ 910	\$ 1,300
\$ 2,000,000	\$ 5,000,000	\$ 1,190	\$ 1,700
\$ 5,000,000	\$ 10,000,000	\$ 1,540	\$ 2,200
\$ 10,000,000	-----	\$ 2,380	\$ 3,400

DOCUMENT 00600

SPECIAL CONDITIONS

1. DOCUMENT INCLUDED

- 1.1 Each bidder is advised to review this document and be completely familiar with the Special Conditions that apply on this project.
- 1.2 The following special conditions will apply on this project:

**DOCUMENT 00600
SPECIAL CONDITIONS**

**KAMMANN AVENUE WATERLINE CONNECTION
(RANCHO VERDE SUBDIVISION)**

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DOCUMENT 00600

SPECIAL CONDITIONS

1. SCOPE

The project is located in the Rancho Verde Subdivision, along Kammann Avenue and at West Vaquero Lane and West Charro Lane.

The project will entail installing approximately 484 feet of 10-inch Class 235 DR-18 C-900 PVC pipe and 252 feet of 6-inch Class 235 DR-18 C-900 PVC pipe. The project will include capping and abandoning of existing 6-inch AC pipe and replacing five water service lines.

2. PURPOSE

The purpose of this section of the specifications is to supplement and/or delete those portions of the General Specifications and Standard Specifications that do not meet the specific requirements of this project.

Each Bidder is advised to review this document and be completely familiar with the Special Conditions that apply on this project.

3. CONTRACT REQUIREMENTS

- a. All construction activities shall conform to City of Yuma Standard Specifications and Construction Standards unless otherwise shown on the plans and shall be in accordance with the Arizona Department of Environmental Quality regulations.
- b. In all instances where reference is made to ADOT, ADEQ, ASTM, AASHTO, AWWA, ANSI, ACI, MUTCD, FEMA, OSHA, Federal or other Specifications, the latest revisions shall prevail, unless otherwise noted.
- c. Authority of the Engineer to Advise the Contractor and to Stop Work – in the event that the Contractor appears neglectful in carrying out any of the requirements of this contract, the Engineer may call the Contractor's attention to the matter either verbally or in writing. The Contractor will immediately rectify the situation. It is the Contractor's sole responsibility to conduct his operations in a safe manner and with minimal inconvenience to the public. Lack of Engineer's notification to such conditions will not relieve the Contractor of their responsibility.
- d. The liquidated damages for this project shall be determined by the Schedule of Liquidated Damages in Section 108.09 of the Arizona Department of Transportation Standard Specification for Road and Bridge Construction, 2008 edition, attached hereto.
- e. The Contractor shall guarantee all work performed under this contract against defects in workmanship for a period of one (1) year from the date established by the Notice of Project Completion, as issued by the Purchasing Division. The Contractor shall, within reasonable time after receipt of written notice thereof, make good any defects in workmanship which may develop during said one year period and any damage to other work caused by such defects or the repairing of same at his expense and without cost to the Owner.

4. NOTIFICATION REQUIREMENTS

- a. Contractor shall notify the City Engineer immediately of any conditions requiring changes to the plans.
- b. It will be the Contractor's responsibility to keep the Yuma County Sheriff's Department, Rural Metro Fire Department, the City of Yuma Police Department, Public Works, Fire Department and the School Districts informed of all restrictions to traffic flow due to construction operations.
- c. The Contractor will distribute written Construction Notice Flyers of all construction activities and phases of the project to all residences on Charro Lane and Vaquero Lane west of Rancho Way, as well as to the Rancho Verde Association (Homeowners' Association), at least 7 days in advance of the construction work. The Contractor will furnish a copy of the Construction Notice Flyer to the Engineer, for approval, at least 14 days prior to issuance of the first notice.
- d. The Construction Notice Flyer must include the Project name, a brief description of the work, the name of the Contractor, the name(s) of the person(s) that will be the Contractor's contact, duration of the work in the immediate area, and a 24 hour, 7 days per week, phone number or numbers for the public to contact the Contractor with inquiries.
- e. Should this project result in the interruption of water service to a property, the Contractor will advise the property owner / occupant of the interruption, at least 24 hours in advance of the planned outage event.
- f. The Contractor shall provide a 48-hour notice to the City of Yuma Water Division, prior to any activities requiring the opening and closing of valves or flushing of water lines. Operation of existing valves for activities related to this project shall be the sole responsibility of the City of Yuma Water Division.

5. DISCREPANCIES BETWEEN CONTRACT DOCUMENTS

In the event of discrepancies between the various documents related to this project, all potential Bidders are hereby advised of the hierarchy of these documents:

1. The Special Conditions shall govern over the plans and other Project Manual documents.
2. The Plans shall govern over the General Terms found in Document 00400,
3. The General Terms found in Document 00400 shall govern over the Specifications.
4. The Plans drawn with the largest scale shall govern over other Plans and, figured dimensions shall govern over ruled dimensions.

6. QUESTIONS/CLARIFICATIONS

During this Project's bidding phase, all questions concerning these Plans, Specifications, Proposal and Contract Documents are to be addressed in writing to the office of Purchasing, at One City Plaza, Yuma, Arizona 85364-1436, Attn: Melinda G. Holmes at Melinda.Holmes@YumaAZ.gov or at facsimile (FAX) telephone number (928) 373-5113.

As questions submitted require adequate time for response preparation, Bidders are asked to forward all questions to Purchasing at least 72 hours prior to the date and time set forth

for the opening of bids. The City cannot/will not guarantee that questions advanced within 72 hours of bid opening can or will be addressed.

Only the office of Purchasing shall respond to submitted questions.

Should any potential Bidder seek and receive information from any other source other than that specified above, any and all information from that source is hereby declared to be invalid in advance of the fact and any and all such information utilized is entirely at the risk of the Bidder.

7. PRE-CONSTRUCTION MEETING

The Contractor shall attend a preconstruction meeting on a date to be established by the Engineer. The preconstruction meeting will be held at the City of Yuma Public Works Complex.

At the time of the preconstruction meeting, the Contractor shall identify to the Engineer, in writing, those personnel authorized to execute Change Orders and/or field generated Extra Work Orders, on behalf of the Contractor. The document furnished by the Contractor to the Engineer shall be executed by an officer of the corporation or other duly authorized individuals in the case of a non-corporate entity and shall identify the position, authority and name of the person. The document shall be notarized.

The Contractor shall submit detailed traffic control plans for the first sections of work and be prepared to discuss traffic control requirements for the entire project.

The preconstruction conference is considered incidental to the project and no separate payment shall be made.

8. DAVIS-BACON

This project is fully funded by the City of Yuma, therefore, Davis-Bacon wage rates and MBE participation activities are not requirements of the project.

9. MATERIALS TESTING

The City will contract or perform all materials testing activities necessary for this Project, in order to assure itself of the quality of the construction, and will bear the cost of this testing. Should any material test fail, the Contractor will be required to remove and replace or rework that material until it passes and the City will cause that material to be tested at the expense of the Contractor.

10. OVERHEAD UTILITY POLES AND LINES

- a. Special Attention by the Contractor is required for all Work adjacent to Existing Overhead Utility Lines and Poles. The Contractor shall protect all Overhead Utility Poles in-place and shall protect all Trenches adjacent to all Overhead Utility Poles. Trenches adjacent to all Overhead Utility Poles shall be properly backfilled and compacted upon completion of Work in the area. The Contractor shall be responsible for maintaining stabilization of all Overhead Utility Poles during and after Trenching activities are completed. The Contractor shall maintain safe and legal clearances to all Overhead Utilities as required by local, State, and Federal Regulation.

- b. Contractor shall pay special attention to Work conducted near and around the base of Utility Pole support anchors. In the event Work requires the temporary/permanent removal/replacement of Utility Pole support anchors, the Contractor shall notify the owner of the Utility Pole prior to any disturbance of the pole anchor(s) and coordinate Work in accordance with all applicable owner, local, state, and federal requirements.

11. TESTING AND FLUSHING

- a. The testing of PVC waterlines shall be conducted as follows and in descending order of precedence.
 - i. All visible leaks shall be repaired, regardless of the amount of leakage and regardless of whether the leak develops under test pressure or line pressure.
 - ii. Initial pressure for both the pressure test and allowable leakage test shall be a minimum of 150 psi.
 - iii. A pressure test will be deemed successful if it passes the criteria set forth by AWWA C-605, Section 7 (current edition) and that criteria noted above.
 - iv. "Allowable Leakage" testing is not acceptable for this project.
- b. Disinfections of waterlines shall be in accordance with AWWA Standard C651, latest revision.
- c. The flushing tube shall be the same diameter as the main being flushed. At least 48 hours prior to any waterline filling or flushing activities the Contractor shall coordinate such activities with the Water Division. Contractor shall make the necessary arrangement for securing and transporting such water and take such water in a manner at such time that will not produce a harmful drain or decrease of pressure in the existing water system.
- d. The Contractor shall locate a satisfactory disposal site for flushed water and pay for all fees, if any, associated with treating and disposing of flushed water, at no cost to the City.
- e. The Contractor shall insure there will be no damage to adjacent property due to any and all flushing activities. Any damage or erosion to adjacent areas and/or properties shall be paid for by the Contractor, at no cost to the City.
- f. Waterline flushing and testing must be performed per ADEQ De Minimis General Permit Authorization Certificate No. AZDGP-56390 dated 3/31/2011 and per the attached Revised Standard Best Management Practices Plan (BMPP) for Area-Wide Coverage of General Permit for Diminimis Discharges to Waters of the U.S.
- g. Waterline flushing shall be disposed in an outfall with no potential of reaching a stormwater collection system that empties in Colorado River.

12. EXISTING UTILITIES

The Contractor will be responsible, in accordance with Arizona Revised Statutes, to notify Arizona Blue Stake Center at (800) 782-5348 at least 48 hours in advance of commencing construction activities. Locations of existing utility lines shown on the plans are approximate. The Contractor must verify the locations in the field and take necessary precautions prior to construction activities in the area. Any damage to a utility shall be repaired at the expense of the Contractor.

13. TRACER WIRE

All waterlines and water service lines shall include the installation of tracer wire conforming to Construction Standard No. 5-210. Tracer wire shall not be measured separately for payment but shall be considered incidental to and a part of the pipe to which it is attached. Tracer wire shall be placed upon the top of and centered upon the pipe.

14. TRENCH SAFETY

Trench safety is the Contractor's responsibility and shall be the responsibility of the Contractor's "Competent Person" per 29CFR part 1926.32(f). All excavations shall be made in accordance with OSHA regulations. Trench walls shall be firmly braced in contact with the shoring equipment or shall be sloped, both in accordance with OSHA requirements.

15. OPEN TRENCHES

Open trenches are to be properly protected throughout the workday in order to protect workers, pedestrians, vehicles, equipment and materials. Protection includes, but is not limited to, the use of shoring, barricades, cones, flagmen/flagwomen, signs, vehicular-rated steel plates, etc., in accordance with applicable OSHA regulations to the general public. Trenches are not allowed to be left unattended or unprotected for any duration of time during the workday. If trenches are to be left opened after hours, the Contractor shall install chain link fence around the perimeter of the trench at the Contractor's expense.

The Contractor shall submit to the Engineer, the name and credentials of the "Competent Person" in charge of trench safety prior to start of construction. The "Competent Person" shall be onsite during all excavation and pipeline installation activities. The Engineer may stop all work if the "Competent Person" is not onsite.

16. BACKFILL MATERIAL

Native backfill may be placed in lieu of Lean Concrete Backfill. Native material must pass through a 1-1/2 inch sieve and be free from clay lumps, trash, concrete, old asphaltic concrete or other deleterious material.

All trench backfill shall be compacted to at least 95% of maximum dry density as measured by the Standard Proctor Method in accordance with ASTM D698. Water settlement shall not be allowed as a method of trench backfill compaction. In-place moisture density tests will be taken by the City to ensure that all backfill densities comply.

17. PIPES, FITTINGS, AND VALVES

- a. Connection of the new waterlines to existing lines shall include providing all necessary labor, material, adaptors, and equipment necessary to connect the new waterlines to existing piping at the locations indicated on the plans. Unless specifically called out within the proposal (Document 00300), these activities are considered incidental to the project and no separate payment shall be made for such activities.
- b. Measurement and payment for PVC pipe installation will be for the linear feet of pipe and fittings, furnished and installed, measured along the centerline of pipe from center of fitting or to appurtenant structures, with no deduction for fittings. All fittings, reducers, transition couplings, crosses, tees, blind flanges, bends, mechanical joint restraints, and associated appurtenances required for the installation of new pipe shall be considered incidental.
- c. Payment will be made at the unit price bid per linear foot of the water pipe called for in the proposal (Document 00300). Such payment will be compensation in full for furnishing and installing water pipe, fittings, and tracer wire, complete in place including all cost of clearing and grubbing, excavation, dewatering, potholing, protection and restoration of existing utilities, removal of obstructions, sheeting and shoring and removal of same, pipe and trench maintenance, flushing, testing, disinfection, commissioning, backfilling of trenches, including placement of any required imported backfill material.
- d. All ferrous materials shall be properly and securely wrapped with 10mil (min.) in poly-wrap for corrosion protection.
- e. All buried components shall require Type 304 stainless steel (min.) components (nuts, bolts, washers, etc.), unless otherwise noted.
- f. Unless otherwise noted, all pipe material and fittings furnished for this Project shall be new and approved and shall bear the seal of the National Sanitation Foundation (NSF-PW). Waterlines 4" to 12" shall be C-900 Class 235 DR 18 PVC. Waterlines larger than 12" shall be C-905 Class 165 DR 25. All waterline installation must meet or exceed standards established in Arizona Department Health Services (ADHS) ADEQ Bulletin No. 10.
- g. All main fittings, including connection saddles / sleeves, shall have a minimum 24" clearance from each other and existing fittings or joints / couplings, unless otherwise approved by the Engineer.
- h. Acceptable valves for installation on this project are as follows:

All valves 12" and under are to be Resilient Wedge Gate Valves. The following valves will be accepted:

 - i. Waterous Series 500 Resilient Wedge
 - ii. Clow/American Flow Control Resilient Wedge
 - iii. American Darling 80 CSR Resilient Wedge
 - iv. American AVK Resilient Wedge

- i. Construction of new PVC waterlines shall be in conformance with City of Yuma Standard Construction Detail 5-080 and City of Yuma Standard Construction Specifications.

18. ASBESTOS CEMENT PIPE (AC PIPE)

AC Pipe handling and disposal shall be in accordance with the City of Yuma Environmental Health and Safety Regulations, Chapter 14. This item shall not be measured separately for payment but shall be considered as ancillary to and a part of the installation activity that caused the removal of the AC Pipe.

19. EXISTING LANDSCAPE

Contractor will protect existing landscaping and irrigation facilities outside of improvement area during the installation of the new improvements. Vegetation and irrigation facilities damaged during the Contractor's operations must be removed and replaced with new and equivalent items at the Contractor's expense.

Rancho Verde Subdivision may have unmarked flood irrigation lines running under the two vacant lots at the Vaquero Lane and Charro Lane cul-de-sac. Contractor shall excavate with caution at these locations. Repair to damaged irrigation lines caused by the Contractor's excavation shall be at the Contractor's expense.

20. CONSTRUCTION STAKING

The Contractor shall provide the construction staking. The Engineer will furnish only the basic reference lines and bench marks from which the Contractor shall establish such other points that may be needed, except as otherwise specified herein.

Construction staking shall consist of performing all construction staking essential for the control and completion of the Project; in conformance with the specifications, details, and lines and grades as shown in the Plans.

All costs for construction staking shall be considered incidental to and shall be incorporated into the appropriate line item costs.

21. TRAFFIC CONTROL

The City of Yuma will provide a Traffic Control Plan for all work to be accomplished on the Project. The Traffic Control Plan shall be implemented by the Contractor in conformance with the City of Yuma specifications and in accordance with the latest Manual on Uniform Traffic Control Devices.

All traffic control devices and materials shall be maintained and replaced as necessary for the duration of the project.

Access to adjacent properties must be reasonably maintained and re-established at the end of each workday. Restricted access shall be coordinated with impacted property owners.

All costs associated with the Traffic Control Plan, materials, devices, maintenance and replacements shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

22. WATER SERVICE OUTAGES

The Contractor shall provide, in writing, notification to all Property Owners and Residents of upcoming planned Water Outages. Notification shall be provided a minimum of 48 hours in advance of the Water Outage. The written notification shall be approved by the Engineer prior to implementation. Water Service Outage Notifications shall be considered incidental to the Project. See Notification Requirements section.

23. STAGING AND STORAGE

- a. Contractor shall be responsible to locate and gain permission for an appropriate location for all equipment and material for Staging & Storing. **Contractor shall not utilize any City of Yuma property or Right of Way for the use of Staging & Storing of equipment nor material of any type for any duration throughout the Project.**
- b. Contractor shall provide the Engineer with copies of all written authorization(s) for use of private property as Staging & Storing areas for equipment and/or materials. Written authorization shall include address and parcel number, name(s) and signature(s) of property owner(s), contact and mailing information of property owner(s), description of equipment and/or material to be stored, and dates for which authorization is applicable.

24. STORMWATER REQUIREMENTS

- a. Under the direction of the Engineer, the Contractor shall take all necessary actions to prevent discharges of polluted water from entering the adjacent residents or retention basins at the work-affected area whether such discharges result from construction-related activities or stormwater runoff.
- b. This project disturbs less than one acre and is not part of a common plan of development or sale that will ultimately disturb one acre or more, therefore it does not require filing a NOI with ADEQ nor developing a SWPPP.
- c. This project is NOT located within $\frac{1}{4}$ mile of the Colorado River segment that is listed as impaired in the ADEQ's 2006/2008 303 (d) list.
- d. The Contractor shall provide, implement and maintain street sweeping measures at 32nd Street, to prevent tracking of sediment by vehicular traffic onto public streets and stormwater collection system.
- e. The Contractor must protect any drywell located at adjacent businesses or schools. Drywells are State jurisdiction and are covered by Aquifer Protect Permit.
- f. The Contractor must implement dust control measures per plans to minimize and control dust generation due to construction activities.

25. TRAFFIC SIGNS

The Contractor shall be responsible for the protection of all traffic signs in and around the vicinity of the Project limits. Examples of traffic signs shall include, but are not limited to, warning signs, regulatory signs, plaques, street name signs, and all other temporary/permanent signs.

26. PUBLIC SAFETY AND CONVENIENCE REQUIREMENTS

Unless otherwise noted, all work required to fulfill these Public Safety and Convenience Requirements is incidental to all other work required under this contract. The cost of all such shall be considered to be incidental and included in the various bid items identified in Bid Form (Document 00300). No direct payment will be made for this work unless otherwise specifically provided for on the Bid Form.

a. General Safety Requirements

- i. The Occupational Safety and Health Act (OSHA) Standard for Construction, Title 29, Code of Federal Regulations, Part 1926, as amended and the City of Yuma's Safety Regulations are both applicable to this Contract.
- ii. Prior to the issuance of the project's "Notice To Proceed", the Contractor, as defined in the General Conditions, shall submit an accident prevention plan for the specific work to be undertaken to the City of Yuma for review and approval. This plan shall address all phases of construction to be undertaken, as called out by this Contract. The plan shall also address measures to control hazards associated with materials (MSDS), equipment and safety inspections.
- iii. The Contractor shall provide the name of a designated safety person for coordination during the life of the Project.
- iv. The Contractor shall furnish, install and maintain such barricades, fences, railings, signs, warning lights, safety helmets and other devices as are necessary for the general safety of both the public and employees of the Contractor and subcontractors on and around the work sites.

b. Entry of Confined Spaces - The excavation of trenches shall conform to 29CFR Part 1926.650-.652, Subpart P (OSHA) and to City Policy. The entry of confined spaces shall not be allowed until the air quality of these spaces has been tested and found to be of sufficient quality to support human life. Testing of these spaces will be undertaken by an employee of the Contractor trained in the use of air quality testing equipment.

c. Public Convenience

- i. Unless otherwise noted, all public vehicle and pedestrian traffic must be allowed to pass through or around the Contractor's work sites with a minimum of delay.
- ii. It shall be the responsibility of the Contractor to protect pedestrian, vehicle and bicycle traffic and workers at all times with properly positioned warning signs, devices and flagmen. All traffic control shall be in accordance with the "Manual on Uniform Traffic Control Devices" and with applicable Arizona and local codes.
- iii. Access to adjacent properties and cross streets and use of streets scheduled for improvement under this project must be reasonably maintained and reestablished at the end of each work day unless otherwise noted.

- iv. The Contractor shall not store materials or equipment in locations that will interfere with the safe movement of either vehicle or pedestrian traffic. At the end of each working day and at the other times when the work is suspended for any reason, the Contractor shall remove from all roadways, bikeways and pedestrian ways which are open to traffic all debris, equipment, materials and other obstructions.
- v. The Contractor must immediately remove any spillage, whether liquid, granular or solid, caused by his operations on any street, sidewalk or pedestrian way.
- vi. The Contractor must conduct his operations so as to minimize inconvenience to and obstruction of the public. He must not have under construction more work than he can reasonably and effectively execute at one time, in the judgment of the Engineer.
- vii. The Contractor must minimize the adverse effects of his work on abutting property owners. Unless otherwise noted or approved by the Engineer in each instance, the Contractor must maintain intersection roadways and driveways open to traffic.
- viii. The Contractor will be required to maintain access to all adjacent side streets, businesses and residences along the route. Prior to being allowed to proceed further with the underground work, the Contractor shall backfill any open trenches per the associated backfill requirements and either place compacted and rolled ABC or crushed AC millings to provide a drivable surface at the end of the work day. Appropriate fencing or barricades shall be in place to secure the end of the section of any exposed pipe at the end of each work day.
- ix. Work Zone Traffic Control – The Contractor must furnish, install and maintain flaggers, barricades, lights, signs, flashers, signals, fences and other devices for the control of vehicle, bicycle and pedestrian traffic in the work site as are necessary to insure the safety of and facilitate the convenience of the public, whether or not they are specifically described in the plans or the Special Conditions.

All traffic control devices and their placement must:

- Conform to the requirements of Part VI of the “Manual on Uniform Traffic Control Devices (MUTCD)”, all ADOT supplements to the MUTCD, Arizona and local codes, and Report 350 of the National Cooperative Highway Research Program; and
- Be installed in accordance with a Work Zone Traffic Control Plan provided by the City of Yuma.

The Contractor is advised that traffic control and detours that extend well beyond the limits of construction may be required by the City. The Contractor must provide traffic control and detour plans that adequately serve the needs of the public, in the sole judgment of the City’s Traffic Engineer, and must provide and maintain all of the traffic control devices needed to implement these plans.

The Contractor must inspect all construction traffic control installations used in conjunction with this project at least twice daily to ensure that they conform to the approved Traffic Control Plan and are in good condition. This inspection must take place at the start and end of each workday, and approximately the same times on non-working days and at such additional times as felt such inspections are required. Inspections must be made on all weekdays, Saturdays and Sundays, including all holidays. The Contractor must keep a log of all inspections on site and must present this for the review of City representatives when requested. The Contractor must provide the Engineer the name and telephone number of those persons responsible for these inspections and who are available for emergency after-hours call out.

When assigned to flagging traffic, the sole responsibility of flag persons must be to direct public traffic through and around the work. Such flag persons must have no other duties.

All traffic control devices and materials shall be maintained and replaced as necessary for the duration of the project.

27. SAWCUTTING

All costs for saw cutting shall be considered incidental to other items and shall be incorporated into the appropriate line item costs.

28. AGGREGATE BASE COURSE

Aggregate Base Course maximum density and optimum moisture content shall be determined in accordance with ASTM D1557, Method D. Aggregate Base Course materials shall be compacted to a minimum of 95% of maximum density.

29. ASPHALT CONCRETE PAVEMENT

- a. Contractor shall be responsible for removing all existing Asphaltic Concrete Pavement and existing aggregate base course material at the locations shown in the Plans and in conformance with applicable City of Yuma Standard Construction Details. Contractor shall properly dispose of all removed material in accordance with governing laws and regulations.
- b. Contractor shall be responsible for immediately removing all milled/removed materials from the Project area to an approved site. The Contractor will be responsible for legally disposing of the remaining material that this site cannot take. Asphaltic concrete pavement materials shall not be recycled for use on this project.
- c. Contractor shall be responsible for furnishing all Labor, Equipment, and Materials to install New Asphaltic Concrete Pavement as shown in the Plans and in conformance with applicable City of Yuma Standard Construction Details and City of Yuma Standard Construction Specifications.

30. EMULSIFIED ASPHALT TACK COAT

Emulsified Asphalt Tack Coat shall be considered incidental to the Pavement Replacement items, and the cost for the Tack Coat shall be included in the amount bid for the applicable Pavement Replacement items.

Tack coat shall be applied to all vertical surfaces that come into contact with the new Pavement.

31. MATCH EXISTING CONSTRUCTION

Where new concrete is to butt against existing concrete, the existing concrete shall be saw cut to a true line with straight vertical edges free from irregularities, unless the new concrete will butt against an existing, clean joint.

32. SALVAGED ITEMS

The City of Yuma shall reserve the right to any and all items removed from the Project area. Salvaged Items shall include only the items shown in the Plans and explicitly expressed by the Engineer. All items removed, and not salvaged, from the Project area shall be properly disposed of in accordance with all governing regulations, laws, and policies. Disposal of all items shall be considered incidental to the appropriate Bid Item and no additional payment shall be made.

33. LABOR AND MATERIALS

The Contractor shall furnish any and all labor, equipment, materials (except as otherwise noted), transportation, plant and tools as required for water pipe construction and other appurtenances including all excavation, sheeting, shoring, dewatering, pipe laying, jointing, testing, backfilling, sub grade preparation, aggregate base course, asphaltic concrete pavement, and any other work that is required or necessary to complete the installation of the water pipe and related work items as shown on the plans and as specified herein. The plans show size and general arrangement of all pipes and appurtenances. Responsibility for obtaining exact lengths of the various sizes of pipe and exact fittings configuration for proper makeup rests with the Contractor.

34. PROJECT CLEANUP

At reasonable intervals during the progress of the work, cleanup and disposal of waste materials, and debris will be performed on the project site. Waste materials and debris shall be disposed of by the Contractor at legally established landfill areas or private disposal sites located by the contractor or as directed by the Engineer. The Contractor shall be responsible for and incur all costs for periodic and final cleanup of site during construction. Payment for cleanup and disposal shall be an integral part of associated work items shown on the proposal schedule. No separate or additional payment shall be made for cleanup and disposal, including for existing AC pavement. Should the Contractor dispose of excavated soils on a private property, the Contractor shall first review the site with a representative of the Engineer to determine the impact upon any existing floodplains and/or drainage ways.

35. FINAL CLEANUP

- a. Upon Project completion, and **PRIOR** to Final Acceptance by the City of Yuma, the Contractor shall be responsible for the complete cleanup of the Project area as a whole. Final Cleanup shall include, but not limited to, the removal and/or proper disposal of all Construction materials, equipment, barricades, Work Zone Identification Signs, Traffic Control devices, trash of all types, debris, scrap material, excessive soil material, excess ABC material, strapping material, tools of all types, safety equipment, Survey stakes, sandbags, shoring, utility bracing of all types, and unused Project items and materials of all types. The completed Project area shall be left in a clean state with all Concrete and Asphalt surfaces clean, free of all debris, concrete spills, asphalt spills, tar, mud, sand, and Work Zone Identification Signs.
- b. All existing landscaping neighboring all Work area(s) shall be protected during Construction and shall be returned to original condition, or better, when Work in the area has completed.
- c. New and Existing Pavement, Concrete Driveways and Sidewalks, Curb & Gutters, walls, fences, gates, and structures of all types adjacent to, and in, the Work area shall be cleaned of all Work-related debris **PRIOR** to Final Acceptance by the City of Yuma.

36. AS-BUILT DRAWINGS

The Contractor will be responsible for the preparation and furnishing of As-Built record drawings to the City of Yuma. The As-Built information shall be recorded on a field set of plans in red colored pencil. The information shall include all cases where actual field construction differs from the designed information and shall be available to the Engineer in the field.

All concealed work, including but not limited to all utility locations, storm drain system and manholes shall be referenced. Dimensions shall be shown from known reference points. At the beginning of the Project, the Engineer will provide the Contractor with one set of AutoCAD files, as originally designed and bid. The Contractor shall submit the updated AutoCAD files to the Engineer upon completion of the project. Final project payment will not be processed until the Contractor has submitted the final redlined and AutoCAD As-Built plans and they have been accepted by the City.

37. INCIDENTAL ITEMS

Any items of work called out by the Contract Plans, Specifications, or these Special Conditions and not specifically noted as a Bid item in the Contract Proposal will be considered incidental to said Bid Items and no additional payment will be granted for such.

38. CONTINGENCY LINE ITEM

A contingency line item is intended to provide a means to fund additional work items that may arise during the course of construction. The City shall have sole authority to authorize the use of said Item. In the event the contingency item is not fully utilized during the Project by the City, all remaining funds will be liquidated from the contract via the final Contract Change Order.

39. WATERLINE TIE-INS (Charro and Vaquero Lanes)

The Contractor shall install, chlorinate, flush and test the 10" diameter Kammann Avenue waterline and the Charro Lane and Vaquero Avenue 6" diameter waterlines and service lines to and including the 6" valves located approximately 110 feet East of Kammann Avenue.

After the new water mains and service lines have been put into service, the Contractor shall remove the existing 6" 90° bends, 6" AC pipe sections and 6" valves and tie the new 6" diameter waterlines into the existing 6" ACP waterlines, with approved transition couplings. The 6" PVC pipe and all fittings used in accomplishing the tie-ins shall have been pre-swabbed with chlorine solution equivalent to that used to chlorinate the remainder of the project lines. The 6" tie-in pipe and fittings shall be observed for leakage at line pressure for at least two hours.

If leakage is observed, the leak shall be repaired and the line will be observed for an additional two hours.

Once no leaks are observed for a two hour period, the line pressure test will be considered successful and the trench may be backfilled and the entire subdivision water distribution system may be placed in operation.

No separate payment shall be made for chlorinating, flushing, and pressure testing of the waterlines and service lines and shall be considered incidental to waterline installation items in the bid schedule.

40. BID ITEMS

Bid Item No. 1 – Furnish & Install New 12"X10" Tapping Sleeve w/ Thrust Block

Measurement shall be per each basis. Bid item shall include all equipment, labor and material costs necessary to furnish and install and pressure test a new **12"X10" Tapping Sleeve** for the connection of the new 10" waterline to the existing 12" AC waterline along 32nd Street, as shown on the plans and in accordance with City of Yuma Construction Standard Detail 5-148, including constructing the thrust block.

The Contractor, within 7 days of Notice to Proceed, shall excavate and measure the outside diameter of the existing 12" AC waterline at the location of the hot tap. The Contractor shall also assess the outside diameter of the existing 12" AC waterline for its surface condition for placing the stainless steel tapping sleeve.

The condition of the existing 12" AC pipe shall be, "As Is, Where Is" and this is the condition for which the Contractor shall be responsible.

Surface preparation of the AC pipe, if necessary, shall be conducted in accordance with the City of Yuma environmental requirements and the requirements of OSHA. The disc or coupon cut out of the 12" AC pipe wall shall be recovered 100% and removed entirely and provided by the Contractor to the City. Under no circumstance shall the disc/coupon or portions of the disc/coupon be allowed to remain in the 12" AC waterline pipe. If the Contractor does not recover 100% of the cut out disc the Contractor shall make arrangements to locate, recover, and remove the pieces at no additional cost to the City.

Bid Item No. 2 – Furnish & Install New 6” Resilient Wedge Gate Water Valve, Valve Box & Cover and Anchor

Measurement shall be per each basis. Bid item shall include all equipment, labor and material costs necessary to furnish and install New 6" Water Valve with Anchor, Valve Box and Cover per City of Yuma Construction Standard Nos. 5-110, 5-148, 5-200, 5-210 and 5-211 including resilient wedge gate valve, poly-wrap, joint restraint, concrete anchor, valve riser, cast iron frame and cover, concrete collar, excavation, backfill, compaction and final grading.

Bid Item No. 3 – Furnish & Install New 10” Resilient Wedge Gate Water Valve, Valve Box & Cover and Anchor

Measurement shall be per each basis. Bid item shall include all equipment, labor and material costs necessary to furnish and install New 10" Water Valve with Anchor, Valve Box and Cover per City of Yuma Construction Standard Nos. 5-110, 5-148, 5-200, 5-210 and 5-211 including resilient wedge gate valve, poly-wrap, joint restraint, concrete anchor, valve riser, cast iron frame and cover, concrete collar, excavation, backfill, compaction and final grading.

Bid Item No. 4 – Furnish and Install New 6" C900 Class 235-DR18 PVC Water Pipe

Measurement shall be per linear foot basis. Bid item shall include all equipment, labor and material costs necessary to furnish and install New 6" C900 Class 235-DR18 PVC Water Pipe per City of Yuma Construction Standard No. 5-080 including pipe, fittings, adapters, poly-wrap, joint restraint, tracer wire, excavation, sand bedding, aggregate base course material and backfill, compaction, final grading and disposal of the excess spoil.

Bid Item No. 5 – Furnish & Install New 10" C900 Class 235-DR18 PVC Water Pipe

Measurement shall be per linear foot basis. Bid item shall include all equipment, labor and material costs necessary to furnish and install New 10" C900 Class 235-DR18 PVC Water Pipe per City of Yuma Construction Standard No. 5-080 including pipe, fittings, adapters, poly-wrap, joint restraint, tracer wire, excavation, sand bedding, aggregate base course material and backfill, compaction, final grading and disposal of the excess spoil.

Bid Item No. 6 – Remove & Replace Existing AC Pavement with New 3” AC C-2 Surface Course Pavement

Measurement shall be per square yard basis. Bid item shall include all costs necessary to saw cut, remove, properly dispose of, and replace existing Asphalt Concrete Pavement.

Bid Item No. 7 – Furnish & Install New 1” Water Service

Measurement shall be per each basis. Bid item shall include all equipment, labor and material costs necessary to furnish and install New 1" Water Service per City of Yuma Construction Standard Nos. 5-149 and 5-152 including pipe, fittings, adapters, tracer wire, new polymer meter box, excavation, backfill, aggregate base course, compaction and final grading.

Bid Item No. 8 – Connect New Waterline to Existing 6” Waterline

Measurement shall be per each basis. Bid item shall include all equipment, labor and material costs necessary to connect new waterline to existing waterline, including saw cutting, removal and disposal of existing water valve, AC Elbow and AC pipe, furnishing and installing transition coupling, fittings, and special pieces. This item shall also include all equipment, labor and material costs necessary to plug existing 6” waterline with concrete and abandon in place.

The Contractor, within 7 days of Notice to Proceed, shall excavate and measure the outside diameter of the existing 6” AC waterline at the locations of the connection to ensure the proper size transition couplings are ordered. The Contractor shall also assess the outside diameter of the existing 6” AC waterline for its surface condition for placing the transition coupling.

The condition of the existing 6” AC pipe shall be, “As Is, Where Is” and this is the condition for which the Contractor shall be responsible.

Bid Item No. 9 – Remove & Replace Existing Concrete Block Wall

Measurement shall be per linear foot basis. Bid item shall include all equipment, labor and material costs necessary to saw cut, remove and properly dispose of existing concrete block wall and to furnish and construct new concrete block wall per City of Yuma Construction Standard No. 3-310.

Bid Item No. 10 – Remove & Replace Existing Ribbon Curb

Measurement shall be per square foot basis. Bid item shall include all equipment, labor and material costs necessary to saw cut, remove and properly dispose of existing Ribbon Curb and to furnish and install new Ribbon Curb.

Bid Item No. 11 – Furnish & Install Traffic Control Per Traffic Control Plans

Measurement shall be per lump sum basis. Bid item shall include all equipment, labor and material costs necessary to furnish, install, maintain all traffic control to conformance with the Traffic Control section in the Special Conditions and the Traffic Control plans included within this bid.

This item will be paid on the following schedule: 50% will be paid with the 1st Contract Invoice and the remaining 50% will be paid with the final invoice, as this is a 30 calendar day completion date.

END OF SPECIAL CONDITIONS