



**INVITATION FOR BIDS NO. CS-2024-0064**

# **4th Street & Daybreak Waterline Replacements Project**

**CITY OF GLOBE  
150 N. Pine Street  
Globe, AZ 85501  
(928) 425-7146**

Prepared By:  
City of Globe Wastewater Department  
**NOTICE OF INVITATION FOR BIDS NO. CS-2024-0064  
4th Street & Daybreak Waterline Replacements Project  
GLOBE, AZ**

Sealed bids will be received by the City of Globe, **in the City Hall Conference Room, 150 N. Pine St., Globe, AZ 85501**, until **2:00 P.M. (AZ Time), April 3, 2024**, for the **4th Street & Daybreak Waterline Replacements Project**. **No bids will be accepted after 2:00 P.M. (AZ Time), April 3, 2024**. The Bids will be publicly opened and read aloud at 2:00 P.M., Arizona time, at the location and date listed above.

All Bids shall be made on the Invitation for Bids forms included in the Contract Documents and shall include all applicable taxes.

**There is a non-mandatory pre-bid meeting, in the City Hall Conference room, scheduled for 2:00 P.M. (AZ Time), Wednesday, March 20, 2024**. Please call ahead to schedule site visits. Documents may also be downloaded at the City of Globe website by going to the following link: <https://www.globeaz.gov/services/businesses/pages/bid-new-contracts>.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked **4th Street & Daybreak Waterline Replacements Project, GLOBE, ARIZONA BID NO. "CS-2024-0064"**. All Bids shall be mailed or delivered to the **City of Globe Clerk, Shelly Salazar, 150 N. Pine St., Globe, AZ 85501**. The City of Globe will not be responsible for bids submitted that are not marked appropriately or sent to the wrong address.

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

Contractors 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 City of Globe reserves the right to reject any or all bids, or to accept any bids, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of the City of Globe.

Published Dates: March 6, 2024 and March 13, 2024

**CITY OF GLOBE**  
**4th Street & Daybreak Waterline Replacements Project**

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## SCOPE

### **4th Street & Daybreak Waterline Replacements Project**

The City of Globe is soliciting bids for a qualified contractor to repair the 4th street waterline **and** the Daybreak Drive waterline due to several significant water leaks. The Technical Specifications and Plans for **both sites** are incorporated herein as listed below. This is a WIFA-funded project. The Project will be divided into two components: 4<sup>th</sup> Street Water Line Replacement and Daybreak Water Line Replacement. Bidders are requested to submit three bids: one for both components together and one for each of the components. The City reserves the right to award a contract for both components to one bidder or a contract to different bidders for each of the components.

#### ATTACHMENT 1: 4th STREET WATER LINE REPLACEMENT PLANS



ATTACHMENT 1  
4TH STREET WATER LI

#### ATTACHMENT 2: 4th STREET WATER LINE REPLACEMENT TECHNICAL SPECIFICATIONS



ATTACHMENT 2 4th  
St Water Line Replac

#### ATTACHMENT 3: DAYBREAK WATER LINE TECHNICAL SPECIFICATIONS



ATTACHMENT 3  
Daybreak Water Line

#### ATTACHMENT 4: DAYBREAK REPLACEMENT PLANS



ATTACHMENT 4  
DAYBREAK WATER LI

#### ATTACHMENT 5: WIFA AWARD TERMS AND CONDITIONS



ATTACHMENT 5  
WIFA AWARD TERM

ATTACHMENT 6: PAYMENT /MEASUREMENT



ATTACHMENT 6  
PAYMENT MEASUREI

# **INSTRUCTIONS TO BIDDERS**

## **1. BID DOCUMENTS**

All bids must be made on the required forms included in the Contract Documents. Bids will include the Bid Form, Bid Schedule and Bidder's Bond. All information provided by the bidder must appear in ink or typewritten and shall be signed by the bidder or their authorized representative, with their address. Bids may be withdrawn prior to the scheduled time of opening. No bidder shall withdraw their bid within forty-five (45) days after the actual date of opening.

Bid prices shall include everything necessary for the completion of construction, materials/equipment delivery and the fulfillment of the contract including but not limited to furnishing all labor, services, management, equipment, tools and materials. All applicable taxes shall be included in the bid price.

The bid **shall** include:

- Bid – Exhibit A
- All Addenda
- Bid Schedule – Exhibit B
- Bid Bond or Cashier's Check – Exhibit C
- Qualifications & Certification Form – Exhibit D
- Contractor Reference List – Exhibit E
- Non-Collusion Certification – Exhibit F
- Subcontractor Certification – Exhibit H
- Certification Regarding Debarment – Exhibit L
- Notice of Award – Exhibit M

## **2. BIDDER'S REPRESENTATION**

Each Bidder by making their bid represents that they have carefully examined and understand the Bidding Documents; that they have visited the site and familiarized themselves with the local conditions and limitations under which the work is to be performed and that they have included a sum in their bid to cover the cost of all items included in the Bidding Documents.

If during the course of their site inspection and/or bid preparation the bidder finds discrepancies between the actual conditions and plans/contract documents the bidder shall request, in writing, to the Owner or Engineer additional information and clarification before submitting their bid.

## **3. EXAMINATION OF BIDDING DOCUMENTS & ADDENDA**

Should a bidder find discrepancies, inconsistencies, obscurities or omissions from the Bidding Documents they shall at once notify the City Engineer, in writing via e-mail to [bids@globeaz.gov](mailto:bids@globeaz.gov), who may issue a written addendum clarifying the intent of the Documents. Neither Owner nor Engineer will be responsible for oral instruction or information.

Prior to the receipt of bids, Addenda will be emailed to each person or firm recorded by the Engineer as having received the Bidding Documents. Addenda will also be available for inspection wherever the Bidding Documents are kept available for that purpose.

All Addenda issued during the time of bidding are to be included in the bid and shall become a part of the Bidding Documents. Acknowledge receipt of Addenda on the Bid Form in the space provided.

#### **4. INQUIRIES**

All questions related to the Invitation for Bid shall be directed in writing via e-mail to [bids@globeaz.gov](mailto:bids@globeaz.gov) by **Friday, March 22, 2024**, 4:00 P.M. (AZ Time). Any correspondence related to the Invitation for Bid should refer to the appropriate Request for Bid ID, page, and paragraph number. All questions will be answered no later than **March 27, 2024**, through an Addendum.

#### **5. BIDDER'S BOND**

Bid must be accompanied by a cashier's check, a certified check, or a bidder's bond in an amount not less than ten (10%) percent of the amount of the contractor's total bid. Bid bonds must be executed by a duly licensed corporate surety in the State of Arizona and be made payable without condition to the Owner. Said bid security shall be considered liquidated damages and be forfeited to the Owner in the event the bid is accepted, and the successful bidder fails to execute the contract and furnish contract documents within 10 days after the Award of Contract as required by the contract documents.

#### **6. CONTRACT**

Within 10 days of receipt of Notice of Award the bidder shall obtain an acceptable performance and payment bond and shall execute the Contract with the Owner. Within 10 days of execution of the Contract the Owner shall issue a Notice to Proceed.

#### **7. SUBCONTRACTOR'S AND SUPPLIERS**

The successful bidder shall supply the name and address of material/equipment suppliers and subcontractors when requested by the Owner.

#### **8. DEBARMENT CERTIFICATION**

The successful Bidder is required to complete and sign the "Debarment Certification" contained in these Contract Documents.

#### **8. NON-COLLUSION AFFIDAVIT CERTIFICATION**

The successful Bidder is required to provide a completed and notarized "Non-Collusion Affidavit Certification" contained in these Contract Documents.

#### **9. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Bidder agrees to commence work within 10 days of the date of the Notice to Proceed from the Owner and final completion within **ninety (90)** calendar days after Notice to Proceed. Bidder also agrees to pay liquidated damages, the sum of **\$500.00** for each consecutive calendar day thereafter.

**10. PERMITS AND TAXES**

All fees pertaining to City permits required by the Owner shall be waived. All applicable taxes are to be included in the Bid.



**EXHIBIT A: BID**

Date: \_\_\_\_\_

The undersigned, as bidder, acknowledges that they have received and examined the Contract Documents, Plans, and Specifications for the:

**4th Street & Daybreak Waterline Replacements Project**

By submission of this bid we certify this bid has been arrived at independently, without consultation, communication or agreement as to any matter related to this bid with any other bidder for this contract.

Attached is a Bid Guaranty Bond completed by a surety authorized to carry on a business in the State of Arizona, or a cashier's check, in the amount of at least ten (10%) percent of the total amount of this bid. If our bid is accepted, we agree to sign the Contract and to furnish the Performance Bond and Payment Bond and evidence of insurance within 10 days after receiving written Notice of Award.

We agree to commence work within 10 days of the date of the Notice to Proceed and to fully complete the contract within **ninety (90)** calendar days after Notice to Proceed.

We acknowledge we have received the following addenda:

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Addendum No.	Date	Addendum No.	Date
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Addendum No.	Date	Addendum No.	Date
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<b>Contractor's Signature</b>	(Print Name)	Title
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Company Name

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Address

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Telephone	Email
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Arizona Contractor's License #

**EXHIBIT B: BID SCHEDULE**

<b>4<sup>TH</sup> STREET WATERLINE</b>					
ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	REMOVE & REPLACE ASPHALT PAVEMENT, 3" AC ON 6"ABC	232	SY		
2	REMOVE & REPLACE CONCRETE VALLEY GUTTER	30	SF		
3	REMOVE & REPLACE CONCRETE CURB & 4' WIDE GUTTER PAN	36	SF		
4	REMOVE & REPLACE CONCRETE SIDEWALK	20	SF		
5	CONNECT TO EXISTING WATER LINE, 6" DIA	2	EA		
6	INSTALL WATER LINE, MUNICIPEX PIPE, 2" DIA	479	LF		
7	INSTALL WATER SERVICE LINE, MUNICIPEX PIPE, 3/4" DIA	77	LF		
8	INSTALL WATER SERVICE LINE, MUNICIPEX PIPE, 2" DIA, FOR SCHOOL	35	LF		
9	INSTALL GATE VALVE, 2" DIA	2	EA		
10	INSTALL AIR RELEASE VALVE	1	EA		
11	CAP & ABANDON EXISTING WATER LINE, 2" DIA	3	EA		
12	CONSTRUCT DOUBLE CHIP SEAL STREET SURFACING	2,045	SY		
13	APPLY CENTER LINE STRIPING, YELLOW TRAFFIC PAINT, 4" WIDTH	271	SF		
14	APPLY CROSSWALK STRIPING, WHITE TRAFFIC PAINT, 6" WIDTH	105	SF		
15	APPLY STOP BAR STRIPING, WHITE THERMOPLASTIC, 24" WIDTH	78	SF		
16	TRAFFIC CONTROL	LS			
<b>DAYBREAK WATERLINE</b>					
ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
17	REMOVE & REPLACE ASPHALT PAVEMENT, 3" AC ON 12" ABC	360	SY		
18	REMOVE METER BOX & RELOCATE WATER METER	9	EA		
19	CONNECT TO EXISTING WATER LINE, 6" DIA	2	EA		

20	CONNECT TO EXISTING WATER LINE, 2" DIA	1	EA		
21	INSTALL WATER LINE, PVC C900 PIPE, 4" DIA	830	LF		
22	INSTALL WATER LINE, PVC C900 PIPE, 8" DIA	970	LF		
23	INSTALL WATER SERVICE SADDLE, 4" X 3/4"	19	LF		
24	INSTALL WATER SERVICE SADDLE, 8" X 3/4"	12	EA		
25	INSTALL WATER SERVICE SADDLE, 8" X 1"	2	EA		
26	INSTALL WATER SERVICE LINE, TYPE K COPPER, 3/4" DIA	1,880	LF		
27	INSTALL WATER SERVICE LINE, TYPE K COPPER, 1" DIA	70	LF		
28	INSTALL GATE VALVE, 4" DIA	3	EA		
29	INSTALL GATE VALVE, 8" DIA	4	EA		
30	INSTALL METER BOX, MAG DTL 319 BOX NO 1324	10	EA		
31	INSTALL AIR RELEASE VALVE	2	EA		
32	INSTALL CURB STOP WITH FLUSHING PIPE	2	EA		
33	CAP & ABANDON EXISTING WATER LINE, 6" DIA	2	EA		
34	CAP & ABANDON EXISTING WATER LINE, 2" DIA	4	EA		
35	TRAFFIC CONTROL	LS			
<b>4<sup>TH</sup> STREET AND DAYBREAK</b>					
36	MOBILIZATION	LS			
37	BONDING AND INSURANCES	LS			
38	TAXES	LS			

**TOTAL BID PRICE - 4<sup>th</sup> Street and Daybreak**      \$ \_\_\_\_\_ (In Numbers)

Dollars

(In Words)

\_\_\_\_\_ Cents

(In Words)

**EXHIBIT C: SURETY (BID) BOND**

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

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_  
as Principal, hereinafter called the Principal, and \_\_\_\_\_,  
a corporation duly organized under the laws of the State of \_\_\_\_\_,  
as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety  
business in this State issued by the Director of the Department of Insurance, are held and firmly  
bound unto City of Globe as Obligee, hereinafter called the Obligee, in the sum of ten percent  
(10%) of the amount bid, submitted by Principal to City of Globe for the work described below, for  
the payment of which sum well and truly to be made, the said Principal and the said Surety bind  
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these presents.

**WHEREAS**, the Principal is herewith submitting its bid for:

**CONTRACT NO. CS-2024-0064 4th Street & Daybreak Waterline Replacements Project**

**NOW THEREFORE**, if the Obligee, acting by and through its Public Works Director, accepts the  
bid of the Principal and the Principal shall enter into contract with the Obligee in accordance with  
the terms of such bid, and give such bonds and certificates of insurance as may be specified in  
the contract documents with good and sufficient surety for the faithful performance of such  
contract and for the prompt payment of labor and material furnished in the prosecution thereof, or  
in the event of the failure of the Principal to enter into such contract and give such bonds and  
certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the  
penalty of the bond between the amount specified in the bid and such larger amount for which the  
Obligee may in good faith contract with another party to perform the work covered by the bid 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 ARS 34-201, 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.

**IN WITNESS WHEREOF**, we hereunto set our hands and seals:

**Principal** \_\_\_\_\_ **Surety**

**By** \_\_\_\_\_ **By Attorney-in-Fact**

**Title** \_\_\_\_\_ **Address, Attorney-in-Fact**  
**Subscribed and sworn to before me**  
**this \_\_\_\_ day of \_\_\_\_\_, 20\_\_**

**My commission expires:** \_\_\_\_\_

**Notary Public** \_\_\_\_\_

## EXHIBIT D: QUALIFICATION AND CERTIFICATION FORM

### Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:  

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2. Has Contractor (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been barred or prohibited from competing for a contract? \_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? \_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
  - a. A brief history of the Contractor's Firm.
  - b. Costs shall be submitted on the Bid Schedule, attached hereon and made a full part of this contract by this reference.
  - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
  - d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The subcontractors Arizona ROC License number, contact name, and phone # must be included.
  - e. List the specific qualifications the Contractor has in supplying the specified services.
  - f. City of Globe reserves the right to request additional information.

## **EXHIBIT E: CONTRACTOR REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

### **References**

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bid during the past twelve (12) months, in, or as close to the City of Globe as possible.

1. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_
  
2. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_
  
3. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_
  
4. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
**Name of Business**

\_\_\_\_\_  
**Signature of Authorized Representative**

**EXHIBIT F: NON-COLLUSION AFFIDAVIT CERTIFICATION**

STATE OF ARIZONA        )  
  )ss  
COUNTY OF GILA        )

\_\_\_\_\_

(Name of Individual)

being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_  
(Title)

of \_\_\_\_\_ and  
(Name of Business)

That he/she is bidding on the **4th Street & Daybreak Waterline Replacements Project**, and,

That neither he/she nor anyone associated with the said \_\_\_\_\_

\_\_\_\_\_

(Name of Business)

has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above-mentioned project.

\_\_\_\_\_  
(Name of Business)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

My Commission expires: \_\_\_\_\_

Notary Public \_\_\_\_\_

**EXHIBIT G: SUBCONTRACTORS AND MATERIAL SUPPLIERS LIST**

The successful bidder shall list below the names of all qualified subcontractors or material suppliers they will employ for the various portions of the work indicated. This list shall be provided at the pre-construction meeting.

SPECIALTY	SUBCONTRACTOR/MATERIAL SUPPLIER	LICENSE #



**EXHIBIT H: SUBCONTRACTOR CERTIFICATION**

At the time of the submission of bids on:

**CS-2024-0064: 4th Street & Daybreak Waterline Replacements Project,**

my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Owner prior to award of this contract; and that documentation, such as copies of letters, request for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

\_\_\_\_\_ It is my intention to subcontract a portion of the work.

\_\_\_\_\_ It is not my intention to subcontract a portion of the work.

\_\_\_\_\_  
(Name of Business)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**EXHIBIT I: 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 City of Globe (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:

**CS-2024-0064 4th Street & Daybreak Waterline Replacements Project**, 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 said Title, Chapter and Article, so the extent as if they were copied at length herein.

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

**Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.**

\_\_\_\_\_  
**Principal** **Seal**

\_\_\_\_\_  
**Surety** **Seal** **By:**

\_\_\_\_\_  
**Agency of Record** **By:**

\_\_\_\_\_  
**Arizona Countersignature** **Agency Address**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Phone Number**

**EXHIBIT J: 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 City of Globe (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:

**CONTRACT NO. CS-2024-0064 4th Street & Daybreak Waterline Replacements Project**

, 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 said Title, Chapter and Article, so the extent as if they were copied at length herein.

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

**Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.**

\_\_\_\_\_  
**Principal** **Seal**

\_\_\_\_\_  
**Surety** **Seal**

\_\_\_\_\_  
**By:**

\_\_\_\_\_  
**Agency of Record**

\_\_\_\_\_  
**By:**

\_\_\_\_\_  
**Arizona Countersignature**

\_\_\_\_\_  
**Agency Address**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Phone Number**

**EXHIBIT K: CONTRACT PERFORMANCE WARRANTY**

I, \_\_\_\_\_,  
representing

\_\_\_\_\_  
(company name)

do hereby warranty the work performed for the: **4th Street & Daybreak Waterline Replacements Project for the City of Globe** for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

\_\_\_\_\_  
**(Officer, Partner, Owner)**

\_\_\_\_\_  
**Date**

**EXHIBIT L: CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Typed Name and Title of Authorized Representative

---

Signature of Authorized Representative

\_\_\_\_ I am unable to certify the above statements. My explanation is attached.

**EXHIBIT M: NOTICE OF AWARD**

**City of Globe  
4th Street & Daybreak Waterline Replacements Project**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The bid submitted by you on \_\_\_\_\_, 202\_ for the above referenced work has been reviewed and evaluated by the Owner and their Engineer. You are hereby notified you bid has been accepted in the amount of \$\_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Contract and furnish the required Performance Bond and Payment Bond within ten (10) calendar days of receipt of this Notice.

If you fail to execute the Contract and/or to furnish the required bonds within ten (10) days of receipt of this Notice, the Owner will be entitled to consider your bid abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return a signed copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

OWNER/CITY OF GLOBE:

\_\_\_\_\_  
Al Gameros, Mayor, City of Globe

CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **CERTIFICATES OF INSURANCE**

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner. Insurance requirements are outlined in the Special Provisions.

### **Insurance Requirements**

A. The Contractor shall purchase and maintain such insurance as will protect them from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts of them the Contractor may be liable.

- 1) Claims under workman's compensation, disability benefit and other similar employee benefit acts;
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of their employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than their employees;
- 4) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- 5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 6) Claims for damages because of automobile bodily injury and property damage; and
- 7) Umbrella Coverage.

B. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement for the work. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior Written Notice has been given to the Owner.

C. The insurance policies shall indemnify the City of Globe and its officials, officers, employees and agents and the minimum amount of coverage shall be as hereafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting them from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under them. Insurance shall be written with a limit of liability of no less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregated for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

The Contractor will be required to purchase and maintain Worker's Compensation Insurance, including occupational disease provisions, for all employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation Insurance, including occupational disease provisions, for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.



**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

Project: **4th Street & Daybreak Waterline Replacements Project**

On receipt by the undersigned of a check from the City of Globe  
in the sum of \$\_\_\_\_\_ payable to \_\_\_\_\_.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the job of the City of Globe located at the 4th street and Daybreak Drive waterlines, in Globe, AZ.

This release covers the final payment to the undersigned for all labor, services, equipment or materials furnished to the jobsite or to the City of Globe,

except for disputed claims in the amount of \$\_\_\_\_\_. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that they either have already paid or will use the monies they receive from this final payment to promptly pay in full all their laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)



**CONTRACT NO. CS-2024-0064**  
**4th Street & Daybreak Waterline Replacements PROJECT**  
**CITY OF GLOBE**

**THIS CONTRACT** is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between City of Globe, an Arizona municipal corporation, hereinafter called “**City**” and the “**Contractor**” designated below:

City and Contractor agree as follows:

**ARTICLE 1 – PARTICIPANTS AND PROJECT**

<b>CITY:</b>	Paul Jepson, City Manager City of Globe, Arizona Telephone:928-425-7146 E-mail: <a href="mailto:ptjepson@globeaz.gov">ptjepson@globeaz.gov</a>
<b>PROJECT MANAGER:</b>	John Angulo / Luis Chavez Public Works Director / City Engineer Telephone: (928)812-0550 / (928)940-3639 Email: <a href="mailto:jangulo@globeaz.gov">jangulo@globeaz.gov</a> / <a href="mailto:lchavez@globeaz.gov">lchavez@globeaz.gov</a>
<b>CONTRACTOR:</b>	
<b>ENGINEER / DESIGNER:</b>	
<b>PROJECT DESCRIPTION:</b>	<b>4th Street &amp; Daybreak Waterline Replacements Project</b>
<b>PROJECT LOCATION:</b>	4th Street off of the US 60, Globe, AZ 85501 AND Daybreak Drive, Globe, AZ 85501

## **ARTICLE 2 – CONTRACT DOCUMENTS**

2.1 Contract. The Contract Documents between City and Contractor shall include the Contract and General Conditions and the following items:

- Change Orders
- Addenda
- Bid Documents
- Special Provisions
- Project Specifications and Contract Documents  
Web Site: <https://azdot.gov/business/ContractsandSpecifications/Specifications>
- MAG Uniform Standard Specifications & Details for Public Works Construction  
Web Site: <https://azmag.gov/Programs/Public-Works/Specifications-and-Details>

In the event of a conflict of language between the items, the documents shall govern in the order listed above. The contract documents shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Bidder and City are not applicable to this Contract or other resultant contracts.

## **ARTICLE 3 – DESIGN PHASE SERVICES**

Contractor **is not** required to provide Design Phase Services to the City in relation to this Project.

## **ARTICLE 4 – CONSTRUCTION SERVICES**

4.1 General.

- 4.1.1 Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.
- 4.1.2 Contractor shall provide all the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.
- 4.1.3 At all times relevant to this Contract and performance of the Work, the Contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Contract, including, without limitation, those set forth in the General Conditions.
- 4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

- 4.1.5 Contractor will comply with all terms and conditions of the General Conditions.
  - 4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.
  - 4.1.7 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.
- 4.2 Contractor's Pre-Contract and Pre-Work Deliverables.
- 4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions.
- 4.3 Pre-Construction Conference. Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.
- 4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.
- 4.5 Control of The Project Site. Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.
- 4.6 Project Safety. Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.
- 4.7 Materials Quality, Substitutions and Shop Drawings. Contractor shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.
- 4.8 Project Record Documents. Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.
- 4.9 Warranty and Correction of Defective Work. Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

## **ARTICLE 5 – CITY RESPONSIBILITIES**

5.1 City shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

## **ARTICLE 6 - CONTRACT TIME**

### 6.1 Contract Time.

6.1.1 The Contract Time shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth Section 6.4 below. The Notice to Proceed cannot be issued until prior to the approval and acceptance by City of the Bid.

6.1.2 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project within the Contract Time.

6.1.3 Time is of the essence of this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.1.4 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by City.

6.2 Project Schedule. The Project Schedule as required by Section 6.2 of the General Conditions shall be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

### 6.3 Final Completion and Final Acceptance.

6.3.1 Final Completion will be obtained within the time period set forth in the Project Schedule, which is ninety (90) calendar days.

6.3.2 Final Completion will be accomplished pursuant to Sections 6.3 and 6.4 of the General Conditions.

### 6.4 Liquidated Damages.

6.4.1 Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Completion of the Work within the Contract Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and Contractor agree that if Contractor fails to achieve Completion of the Work within the Contract Time, City shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the Completion Date required under the Contract until the actual date of the Completion of the work.

- 6.4.2 MAG Liquidated Damages. If no liquidated damages are specified in Sections 6.4.1 above, then the liquidated damages provisions in MAG § 108.9 shall apply.
- 6.4.3 City may deduct liquidated damages described in this Section 6.4 above from any unpaid amounts then or thereafter due Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.
- 6.4.4 Nothing herein shall be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

## **ARTICLE 7 - CONTRACT PRICE**

### **7.1 Contract Price.**

- 7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, City will pay Contractor the "Contract Price", which is \$\_\_\_\_\_. Price includes \_\_\_\_\_ Owner's Contingency. Use of the Owners Contingency must be authorized by the Owner and only under an approved Change Order.
- 7.1.2 The Contract Price is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

- 7.2 Costs. For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost or time and materials basis which may be reimbursed to Contractor and/or chargeable against the Contract Price.

## **ARTICLE 8 – PAYMENT**

Payments shall be made to Contractor in accordance with Section 8 of the General Conditions.

## **ARTICLE 9 – CHANGES TO THE CONTRACT**

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

**ARTICLE 10 – SUSPENSION AND TERMINATION**

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

**ARTICLE 11 – INSURANCE AND BONDS**

- 11.1 Contractor shall provide Insurance as provided in the Insurance Requirement, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to City prior to commencing any Work under this Contract.
- 11.2 Contractor shall provide performance and payment bonds to City in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-222(A).
- 11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to City, will be a material breach and grounds for termination for cause of this Contract.

**ARTICLE 12 – INDEMNIFICATION**

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

**ARTICLE 13 - DISPUTE RESOLUTION**

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

**ARTICLE 14 – MISCELLANEOUS PROVISIONS**

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

**CITY OF GLOBE:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Al Gameros, Mayor

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

**REVIEWED AS TO FORM:**

\_\_\_\_\_  
City Attorney

## **GENERAL CONDITIONS OF CONTRACT**

**These terms will be the General Conditions for any Contract and are incorporated therein and shall be fully binding upon the Submitter/Contractor.**

### **SECTION 1 — SCOPE OF THESE GENERAL CONDITIONS**

These General Conditions encompass provisions that apply, and are incorporated into all construction contracts entered into by the City of Globe, unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of these General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Construction Manager at Risk (CM@Risk), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC).

### **SECTION 2 — GENERAL DEFINITIONS**

**2.1.** The Definitions in the Invitation for Bid (IFB), the Request for Proposals (RFP), the Request for Qualifications (RFQ) and/or the JOC Solicitation (JOC) giving rise to the Contract shall apply to these General Conditions and the Contract for the Project.

**2.2. Change Order** – A written instrument issued after execution of the Contract Documents signed by City and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Price, the extent of the adjustment to the Contract Time, or modifications of other contract terms. The Contract Price and the Contract Time may be changed only by Change Order.

**2.3. City (Owner or OWNER)** – City of Globe, Arizona a municipal corporation, with whom Contractor has entered into the Contract and for whom the Services and/or Work are to be provided pursuant to the Contract(s).

**2.4. Contingency** - A funding allocation for costs that result from City directed changes or unforeseen site conditions. **The use of the contingency must be authorized by the City and only under an approved Change Order.** These funds are to be used only at the discretion of the City to cover any increases in Project costs that result from City directed changes or unforeseen site conditions. Any unused contingency amount shall be retained by the City.

**2.5. Contract** – The written agreement executed between City and Contractor, including all of the Contract Documents.

**2.6. Contract Documents** – The documents which together form the Contract between City and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and City's amendments thereto, and any other documents so designated in the Contract.

**2.7. Contract Price** – The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Services or Work under the terms of the Contract.



**2.8. Contract Time(s)** – The number of days or the dates related to the Final Completion as stated in Contract Documents. The Contract Time is set forth in the Contract, and is based upon the Project Schedule agreed to by City in writing.

**2.9. Contractor** – The person or corporation with whom City has entered into a contract for construction related work or services in relation to the Project at issue. As used in these General Conditions, the term Contractor includes CM@Risk and JOC under contract with City to provide pre-construction and/or construction services.

**2.10. Contractor Payment Request** – The form that is accepted by City and used by Contractor in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and/or City.

**2.11. Construction Documents** – The plans, specifications, and drawings prepared and issued by the Design Professional and approved by City for construction, meaning the documents are sealed by the Contractor (as required), acceptable for permitting and incorporated into the Contract by reference. All amendments and modifications to the Construction Documents must be approved in writing by City prior to incorporation into the Contract.

**2.12. Critical Path** – Critical path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project shall not be changed without prior written approval of City.

**2.13. Day** Calendar day(s) unless otherwise specifically stated in the Contract Documents.

**2.14. Final Acceptance** – The written notice from the City to the Contractor that Final Completion has occurred.

**2.15. Final Completion** – The point when all items of work, including Punch List Items, have been completed to City's satisfaction as reflected in the written Final Acceptance.

**2.16. Float** – The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to City.

**2.17. MAG Specifications** – The latest revision of the latest edition (or the latest edition adopted by the City) of the Uniform Standard Specifications for Public Works Construction published by MAG.

**2.18. MAG Standard Details** – The latest revision of the latest edition (or the latest edition adopted by the City) of Uniform Standard Details as published by MAG.

**2.19. Notice to Proceed (NTP)** – A written notice given by City to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Contract. The Notice to Proceed shall not be issued until the Contract Price is approved and accepted by City.

**2.20. Project** – The Project specified in the Contract (including a Job Order).

**2.21. Project Manager** – The Project Manager designated in Article 1 of the Contract, or any successor thereto designated by City. The Project Manager has the authority to act on

behalf of City, as delineated and limited by the Contract Documents and applicable law. City shall communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

**2.22. Project Schedule** – The schedule for the completion of the Project agreed to and/or required by City and incorporated into the Contract.

**2.23. Project Specific Provisions** – Additional conditions which apply to the specific Project and/or Scope of Work.

**2.24. Proposal** – A Proposal submitted to the City by a Contractor in response to an Invitation for Bid (IFB), Request for Qualifications (RFQ), a Request for Proposals (RFP) or other solicitation or request by the City. Bids may be Fixed Price, Guaranteed Maximum Price (GMP), Unit Price, or other form as required or requested by the City in the Bid Schedule.

**2.25. Requests for Information (RFIs)** – Formal written request from Contractor to City and/or Contractor for the Project seeking clarification or additional information needed for Contractor to properly complete the Work and/or Services under the Contract. City may require RFI's to be submitted on a specific form or in a specified format.

**2.26. Schedule of Values (SOV)** – The specified document prepared by Contractor, and approved and accepted by City, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price.

**2.27. Scope of Work** – The scope of work agreed to and/or required by City and incorporated into the Contract as set forth in the IFB and/or an Exhibit to the Contract.

**2.28. Subconsultant** – A person, firm or corporation having a Contract with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

**2.29. Subcontractor** – An individual or firm having a direct Contract with Contractor or any other individual or firm having a Contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction services or construction phase Work at the site for which Contractor is responsible. Subcontractors shall be selected through the Subcontractor selection process described in the Contract Documents, if any.

**2.30. Total Float** – Number of Days by which the pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

**2.31. Work** – The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

### **SECTION 3 — STANDARD SPECIFICATIONS AND DETAILS**

- 3.1. City operates under the latest revision of the MAG Specifications as amended by City.
- 3.2. City also operates under the MAG Standard Details, as amended by City.
- 3.3. Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1<sup>st</sup> Avenue, Suite 300, Phoenix, Arizona. They may also be downloaded at their Web site: <https://azmag.gov/Programs/Public-Works/Specifications-and-Details>
- 3.4. The MAG Specifications and Standard Details and City's amendments thereto are incorporated into the Contract.

## **SECTION 4 — CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES**

### **4.1 General**

4.1.1 Contractor shall construct the Work in accordance with the Contract Documents and as outlined in the Contract Documents to the satisfaction of City, exercising the degree of professional care, skill, diligence, quality and judgment that a professional Contractor engaged, experienced and specializing in the construction of facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to the City would exercise at such time, under similar conditions. Contractor shall, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 Contractor shall comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.3 Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor warrants to City that Contractor and all its subcontractors are in compliance and will comply with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Contractor acknowledges that a breach of this warranty by Contractor or any of its subcontractors is a material breach of this Contract subject to penalties up to and including termination of the Contract or any subcontract. The City retains the legal right to inspect the papers of any employee of or any subcontractor who works on this Contract to ensure compliance with this warranty, and may conduct random verification of the employment records of Contractor and any of its subcontractors to ensure compliance with this warranty. City will not consider Contractor or any of its subcontractors in material breach of the foregoing warranty if Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A). The provisions of this Section must be included in any agreement Contractor enters into with its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. Breach of this warranty shall constitute a material breach of the contract and shall subject the Contractor to penalties including termination of the Contract at the sole discretion of the City.

4.1.4 Contractor further understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor understands and acknowledges that it must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees," and A.R.S. §§ 1-501 and 502.

#### **4.2 Contractor's Pre-Contract and Pre-Work Deliverables**

4.2.1 Before beginning any Work under the Contract, Contractor shall execute the Contract and deliver to City the items listed in Sections 4.2.2 below within seven (7) days after the award of the Contract and the Contract must be executed by City. Failure to do so will be a material breach of the Contract entitling City to terminate the Contract for Cause.

4.2.2 When Contractor delivers the executed Contract to City, Contractor shall also deliver to City such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by City) required under Section 11 of these General Conditions, and as the Contract requires.

4.2.3 Government Approvals and Permits. Contractor shall obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the plans and in the specifications. Contractor is specifically notified of the need to obtain traffic control permits from the Arizona Department of Transportation (ADOT) and the necessary environmental permits or file the necessary environmental and regulatory permit notices. Copies of all permits and the associated notices must be provided to City prior to starting the permitted activity.

#### **4.3 Pre-Construction Conference**

4.3.1 Prior to the commencement of any Work, City may schedule a Pre-Construction Conference.

4.3.2 Prior to the Pre-construction Conference, Contractor shall provide the Project Manager with a Schedule of Values reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values shall not be greater than the Contract Price and shall identify Contractor's Contingency, if applicable. The parties acknowledge that a Contractor's Contingency is not applicable to this Project. The Schedule of Values shall be reviewed at the Pre-Construction Conference and revised in response to comments and questions from City. Once accepted by City in writing, the Schedule of Values for the Project will not be changed without the prior written approval of City.

#### **4.4 Performance of the Work (Including Field Measurements, Subcontractors and Suppliers)**

4.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate Contractor, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Contract Documents.

4.4.2 Contractor's Superintendent shall be present at the Site at all times that material Work under this Contract is taking place. Contractor's Superintendent or designee shall be present at the Site at all times any other Work under this Contract is taking place. All elements

of the Work shall be under the direct supervision of a foreman or their designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

4.4.3 Before ordering materials or doing work, Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Contract Documents, including the drawings.

4.4.4 If Contractor observes error, discrepancies or omissions in the Contract Documents, it shall promptly notify the Contractor and City and request clarification. Contractor shall be liable to City for damages resulting from error, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission or difference and fails to report it to City, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, it does so at its own risk.

4.4.5 In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the Site all dimensions relating to such existing or other work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by Contractor without any increase in the Contract Price. Any design errors or omissions noted by Contractor during this review shall be reported promptly to City.

4.4.6 Contractor shall be responsible for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.7 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of City. Any substitute or replacement Subcontractor or Supplier shall be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by City, Contractor will follow that plan unless otherwise approved by City in writing. The term "Supplier" shall mean any person or entity providing materials or property for the Project.

4.4.8 Contractor shall not change or replace the Contractor's Project Manager or Superintendent on this project without an explanation for the change being given to City, and receiving prior written approval of the change from City, which approval will not be unreasonably withheld.

4.4.9 Subcontractors whose scope of work has a value greater than 15% of the total Contract Price may be required to furnish performance and payment bonds to Contractor if directed in writing by City.

#### **4.5 Control of the Project Site**

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor shall keep the Site reasonably free from debris, trash and construction wastes to

permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use

4.5.2 Contractor shall take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of City and in accordance with the requirements of the Pinal County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor shall be responsible to City for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under a Contract with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

#### **4.6 Project Safety**

4.6.1 Contractor is responsible for safety of the job site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the site.

4.6.2 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.3 Contractor shall provide a "competent person" as required by O.S.H.A regulations. The "competent person" shall be identified at the Pre-Construction Conference with City advised in writing of any changes.

4.6.4 Contractor and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any City specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.5 As between City and Contractor, Contractor is responsible to City for any and all the safety issues relating to the Work on the Project. Contractor shall administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor shall monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards.

4.6.6 Contractor shall maintain and have sole responsibility for safety on the job site.

#### **4.7 Materials Quality, Substitutions and Shop Drawings**

4.7.1 Quality Control and Quality Assurance Testing. In addition, all construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by City. Any material rejected by City shall be removed immediately and replaced in an acceptable manner to City at no additional cost to City. When QC/QA tests indicate noncompliance with the Contract Documents, retesting shall be performed by the same testing laboratory that performed the tests that indicated noncompliance.

#### 4.7.2 Shop Drawings

4.7.2.1 Contractor shall prepare and submit Shop Drawings which show details of all work to ensure proper installation of the Work using those materials and equipment specified under the Approved Plans and Specifications.

4.7.2.2 A schedule of Shop Drawing submissions shall be submitted with the Project Schedule for City approval that avoids bulk submissions to the extent reasonably possible. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications. The schedule of Shop Drawing submissions shall include all of the items for which Shop Drawings are required by the Contract Documents, including the Specifications.

4.7.2.3 Shop Drawings shall be numbered consecutively for each specification section and shall accurately and distinctly present the following:

- (a) All working and erection dimensions.
- (b) Arrangements and sectional views.
- (c) Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
- (d) Kinds of materials and finishes.
- (e) Parts list and description thereof.

4.7.2.4 Contractor shall schedule, prepare and submit all shop drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project site in a timely manner so as to not delay the complete performance of the work.

4.7.2.5 The review of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract. No construction called for by Shop Drawings shall be initiated until such drawings have been reviewed and approved by City.

4.7.3 Long Lead Time Items. Contractor shall submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within ten (10) days after execution of the Contract. In addition, Contractor shall order all long lead items to be furnished and installed as part of this Project within (3) days after receiving approved Shop Drawings. For all long lead times for which shop drawings are not required, Contractor shall order said long lead items within fifteen (15) days after execution of the Contract. Within two (2) days after ordering long lead items, Contractor shall supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

#### **4.8 Project Record Documents**

4.8.1 Contractor shall ensure that any and all changes or modifications done as a result of field changes are accurately reflected in red-lined markings. At the completion of construction, all red-lines and markings shall be compiled to aid in the creation of "as-built" plans.

#### **4.9 Warranty and Correction of Defective Work**

4.9.1 Contractor warrants to City that the construction of the Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans and specifications and all other terms and conditions of the Contract Documents, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

4.9.2 The date of Final Completion shall be the beginning of the Warranty period, irrespective of early completion by some Subcontractors of their work.

4.9.3 Contractor's warranty obligation shall be in accordance with MAG Specifications.

4.9.4 In addition, unless otherwise specified in the Contract Documents, Contractor and Subcontractors shall provide to City all of the following written warranties that apply to the Work, in a form acceptable to City.

- (a) General Warranty — Two (2) years.
- (b) Mechanical Contractor — Two (2) years.
- (c) Plumbing Contractor — Two (2) years.
- (d) Electrical Contractor — Two (2) years.
- (e) Caulking — One (1) year.
- (f) Steel Joists, Certificate of Manufacture.
- (g) Exterior Metal Wall System — Five (5) years.
- (h) Painting — One (1) year.
- (i) Termite — Five (5) years.
- (j) Sheet Metal: Zinc coating thickness on hot-dipped galvanized.
- (k) Metals- One (1) year.

4.9.5 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Contract Documents. Contractor will provide City with all manufacturers' warranties prior to Final Acceptance.

4.9.6. A progress payment, or partial or entire use or occupancy of the Project by City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

4.9.7 Without limiting the foregoing or anything in these General Conditions or the Contract to the contrary, Contractor shall obtain and provide to City all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. City and the user of the facility shall have the right to the full value and benefit of all such warranties. Contractor will ensure all such warranties are fully transferrable to facilitate the full value of this Section 4.9.

## **SECTION 5 — CITY'S RESPONSIBILITIES**

**5.1 City Project Manager.** Project Manager is responsible for providing City-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Contract Documents.

**5.2 Contractor Services.** City may contract separately with one or more Contractors to provide construction administration of the Project. The Contractor's Contract, as well as other



firms hired by City shall be furnished to Contractor. Contractor shall not have the right to limit or restrict or reject any Contract modifications that are mutually acceptable to City and Contractor.

## **SECTION 6 — CONTRACT TIME**

### **6.1 Contract Time.**

6.1.1 The Contract Time shall start with the Notice to Proceed (“NTP”) and end with Final Acceptance, as set forth in Section 6.3 below.

6.1.2 The Notice to proceed shall be issued in accordance with MAG Specifications § 108, and work shall commence no later than ten (10) days after Notice to Proceed.

6.1.3 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project within the Contract Time.

6.1.4 Time is of the essence of this Contract, for the Project, for the Work, and for each phase and/or designated Milestone thereof.

### **6.2 Project Schedule.**

6.2.1 The Project Schedule shall be agreed upon prior to the issuance of the NTP and updated and maintained throughout the Contract Time.

6.2.2 The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents. No modification to the Contract Documents or the Contract Time shall be effective unless approved in advance by City.

6.2.3 An updated Project Schedule shall be submitted monthly to City as part of the Payment Request.

6.2.4 Contractor shall provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Contract Time.

6.2.5 Acceptance of a submitted schedule by City should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Contract Time remains the obligation of Contractor. City’s review shall not relieve Contractor from compliance with the requirements of the Contract Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.

## 6.2.6 Critical Path Method (CPM)

6.2.6.1 Unless otherwise specified in the Contract, the Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.6.2 The CPM diagram schedule shall be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

## 6.2.7 Float Time

6.2.7.1 The total Float Time within the overall schedule is for the exclusive use of City, but City may approve Contractor's use of Float as needed to meet contract Milestones and the Project completion date.

6.2.7.2 Contractor shall not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, tec. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

6.2.7.3 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional Compensation shall be given for any rain-related delays or impacts on the Work or the Project Schedule. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor.

## **6.3 Final Completion and Final Acceptance**

6.3.1 Unless otherwise expressly agreed to in writing by City, Final Completion must be obtained by no later than ninety (90) calendar days after the date of Notice to Proceed. Failure to timely obtain Final Completion will be a material breach of the Contract.

6.3.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, City and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not be issued, and Final Completion shall not occur until all items of work, including Punch List Items, have been completed to City's satisfaction as reflected in the written Final Acceptance.

6.3.3 Final Payment under Section 8.2 below shall not be due, owing, or paid by City until Final Completion is obtained.

## **6.4 Liquidated Damages.**

6.4.1 Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Final Completion of the Work within the Contract Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and Contractor agree that if Contractor fails

to achieve Final Completion of the Work within the Contract Time, City shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, \$500.00 per calendar day, commencing from the Completion Date required under the Contract until the actual date of the Final Completion of the work.

- 6.4.2 MAG Liquidated Damages. If no liquidated damages are specified in Sections 6.4.1 above, then the liquidated damages provisions in MAG § 108.9 shall apply.
- 6.4.3 City may deduct liquidated damages described in this Section 6.4 above from any unpaid amounts then or thereafter due Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.
- 6.4.4 Nothing herein shall be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

## **SECTION 7 — CONTRACT PRICE**

**7.1 Fixed Price Contracts.** The Contract Price for all Fixed Price Contracts shall be the amount set forth in the Contract.

**7.2 City Sales Tax.** Contractor is required to pay Sales Taxes on any contracting activity done for the City, and this cost shall be included in all Contract Prices.

## **SECTION 8 — PAYMENT**

### **8.1 Payment for Construction Services.**

8.1.1 Subject to the terms of the Contract Documents, including this Section 8, payment for the Work will be made in accordance with MAG Specifications § 109 as amended below.

8.1.2 In MAG Specifications § 109.7 (A), replace the first paragraph of the subsection with the following:

City will make monthly progress payments during the course of the Contract. The payments (estimates of work completed) will be prepared by Contractor on AIA Forms G702 and G703 Application and Certificate for Payment, or in a similar format, and approved by Project Manager. The monthly payment cycle will start with the date of the Notice

to Proceed. City may process payments more frequently if requested by Contractor and agreed to in writing by City.

8.1.3 Payments shall be made pursuant to A.R.S. § 34-221 and/or § 34-609, as Applicable and in accordance with Attachment 6.

8.1.4 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the ten percent (10%) retention to be withheld from monthly progress payments, pursuant to A.R.S. § 34-221(C)(3) and/or §34-609(B)(3), subject to all of City's rights to withhold or offset payments, and/or other rights of City, under the Contract.

8.1.5 City reserves the right under A.R.S. § 34-221(C)(3) and/or § 34-609(B)(3) to reinstate the ten percent (10%) retention if City determines that satisfactory progress is not being made.

**8.2 Final Payment.** Subject to all of City's rights to withhold or offset payment, and other rights under the Contract, Final Payment including remaining retainage shall be paid only after: (i) the Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by City; (ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings (including the Building Information Model, if required by the Contact Documents), plans and specifications have been delivered to City; (iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to the City; (iv) all conditions and requirements imposed by City or any financing entity for the corresponding disbursement have been met; and (v) Contractor delivers to City a Contractor Payment Request Form requesting Final Payment.

**8.3 City's Right to Withhold Payment.** City may withhold payment to such extent as may be necessary in City's opinion to protect City from loss for which Contractor is responsible, including, without limitation:

- i. Defective Work not remedied;
- ii. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by Contractor;
- iii. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- iv. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- v. Damage to the City or another Contractor or any third party for which the Contractor may have an obligation under Article 12 of the General Conditions;
- vi. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- vii. Persistent failure to carry out the Work in accordance with the Contract Documents.

**8.4 Joint/Direct Checks.** Payments to Contractor may be made by checks payable

jointly to Contractor and its employees, agents, subcontractors and suppliers, or any of them, and when in the sole opinion of the City it is advisable, payments may be made directly to Contractor's subcontractors and any amount so paid shall be deducted from the amounts owed to Contractor under this Contract.

**8.5 Payment Not A Waiver.** No payment (nor use or occupancy of the Project by the City) shall be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of City.

**8.6 Liens and Bond Claims.** Contractor shall make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and shall promptly furnish evidence of such payments as City may require. Contractor shall pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City, against payment due from City to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed. The obligations under this Section 8.4 survive termination of this Contract.

**8.7 Financial Record Keeping and City's Audit Right.**

8.7.1 Records for all Contracts between City and Contractor shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after Final Payment or longer if required by law.

8.7.2 City, its authorized representative, and/or the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at City's discretion, within three (3) years of Final Acceptance of the Work.

**SECTION 9 — CHANGES TO THE CONTRACT**

**9.1 Extra Work/Changes in the Work.**

9.1.1 City reserves the right to make such changes in the plans and specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated herein.

9.1.2 Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by City, has been executed by City prior to starting the additional work.

9.1.3 Any agreement which modifies the terms of the Contract (including Change Orders) shall be approved in writing by the Project Manager and approved by the Globe City Council if necessary. Once properly executed by both parties, these modifications to the Contract shall have the same effect as if they had been included in the original Contract.

**9.2 Accuracy of Change Order Pricing Information.** Signature by the contracting parties shall constitute full accord and satisfaction between City and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order or other modification of the Contract, agreed to in writing.

## **SECTION 10 — SUSPENSION AND TERMINATION**

**10.1 Suspension.** City may suspend the Contract and/or Contractor's performance in accordance with MAG Specifications § 105.1.

### **10.2 Termination by the City for Cause.**

10.2.1 MAG Specifications § 108.10 and 108.11 applies to the Contract.

**10.3 Termination by City for Convenience.** City may also terminate the Contract at any time for its convenience upon seven (7) days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, City shall pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from City to Contractor.

**10.4 A.R.S. § 38-511 and Other Statutory Requirements.** The Contract is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511. The Parties agree that they are not currently engaged in, and agree that for the duration of the Contract they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393. Pursuant to A.R.S. § 35-394, as may be amended, unless exempt, the Contractor hereby certifies that it does not use, and agrees not to use during the term of the Contract, any of the following: forced labor of ethnic Uyghurs in the People's Republic of China; any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 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.

**10.5 Non-Appropriation.** City is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If City determines that it does not have funds to meet its obligations under the Contract, City shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project.

**10.6** Under no circumstances shall City have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.

## **SECTION 11 — INSURANCE AND BONDS**

### **11.1 Insurance Requirements.**

11.1.1 Contractor shall obtain, maintain, and provide verification of insurance coverage set forth in the City's Insurance Requirements, as modified by any applicable Special Provisions, of the Contract.

11.1.2 City may, in the Contract Documents, designate additional insured(s) along with City (and their respective employees, members, representatives, agents and affiliates) on all required insurance policies, and all coverage applicable to City under this Section 11.1 and the Insurance Requirements in the City's Insurance Requirements shall apply to such designated additional insured(s) as well.

11.1.3 Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.

11.1.4 Subcontractors. Contractor's certificate(s) shall include all Subcontractors as additional insureds under its policies or Contractor shall furnish to City separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements set forth in the Contract Documents, including the City Insurance Requirements.

## **11.2 Bonds and Other Performance Security.**

11.2.1 Prior to execution of the Contract, Contractor shall provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.2.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds.

11.2.3 The bonds shall be made payable and be acceptable to City. The bond forms for the performance and payment bonds shall be in the forms required under A.R.S. § 34-221, *et seq.*

11.2.4 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of B++6 or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)' published by the A.M. Best Company.

11.2.5 Personal or individual bonds are not acceptable.

## **SECTION 12 - INDEMNIFICATION**

**12.1** To the fullest extent permitted by law, Contractor, its successors and assigns shall defend, indemnify and hold harmless the City and its agents, representatives, officers, directors, officials and employees from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements. Contractors' duty to defend, indemnify and hold harmless City and its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury,

sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any act or omission of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

**12.2** Contractor shall also defend, indemnify and hold harmless City, any jurisdiction or agency issuing permits for any work involved in the project and their consultants and each of their directors, officers, officials, employees, representatives, directors and agents from and against all losses, expenses, damages (including damages to the Work itself), attorney's fees and other costs including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

**12.3** The indemnified party shall have the right to approve the legal counsel selected by Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.

**12.4** The defense, indemnification, hold harmless provisions and City's Liability Insurance set forth herein shall survive any termination of the Contract.

### **SECTION 13 — DISPUTE RESOLUTION**

**13.1 Informal Dispute Resolution.** The parties to the Contract agree that time is of the essence in relation to performance of the Contract and completion of the Project, therefore any and all disputes in relation to the Contract will initially be referred to the City Project Manager and Contractor Project Manager as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

#### **13.2 Dispute Resolution Representative (DRR) Process.**

13.2.1 The Parties under the Contract agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project (Claim or Claims) shall, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

13.2.2 The DRR Process shall be initiated through service of a DRR Notice as set forth below:

(a) For claims by the Contractor, the DRR Process shall be initiated by the party asserting the claim serving written notice on the City setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project; (iii) the specific relief requested, the amount thereof, and how such was calculated; (iv) the parties involved in the Claim, and how they are involved; (v) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and (vi) efforts made to date to resolve the Claim.

(b) For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties



involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested.

(c) The DRR Notice shall be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

13.2.3 The other parties shall respond in writing to the DRR Notice (DRR Response) within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response shall be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

13.2.4 The designated Dispute Resolution Representatives for the Parties to the claim shall then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

13.2.5 At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

13.2.6 The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

13.2.7 Unless otherwise designated in a written notice to the other parties, the Project Manager and the representatives of the Contractor and of the Design Professional shall act as the parties' designated Dispute Resolution Representatives.

13.2.8 If a resolution of the Claim is reached, that resolution shall be set forth in writing and shall be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

### **13.3 Mediation.**

13.3.1 Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under 13.2.4 above, or after the DRR is terminated pursuant to 13.2.5 above, whichever is earlier, shall be submitted to mediation as a condition precedent to litigation by either party.

13.3.2 The mediation shall be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Gila County Superior Court to appoint a mediator. The mediation shall occur within forth (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

13.3.3 The qualifications for the mediator shall be that they be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

13.3.4 Each party shall provide to the other party and the mediator all of the information and documentation required under 13.2.2 and 13.2.3 above, together with any additional information and documentation which the party believes relevant. In addition, the parties shall exchange, and provide to the mediator such additional memoranda, information and/or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.

13.3.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Globe, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction thereof.

#### **13.4 Arbitration.**

13.4.1 If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then current Construction Industry Arbitration Rules of the AAA, but not administrated or conducted by the AAA, which arbitration shall be held in Gila County, Arizona, utilizing a single arbitrator selected by the parties, unless the parties agree, in writing, to an alternative arbitration procedure.

13.4.2 If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed or before the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the Arbitrator, and thereafter the arbitration shall be administered by the AAA.

13.4.3 The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction related practice, and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

13.4.4 At the request of either party, the arbitration may include as parties, through joinder, consolidation or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

13.4.5 In relation to claims in which the amount in controversy is less than \$250,000, no discovery other than exchange of documents, designation of witnesses and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims), and no more than 3 depositions and 1 expert per issue per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

13.4.6 The prevailing party in any arbitration or court proceeding under this Contract shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

13.4.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

13.4.8 The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

13.4.9 The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

13.4.10 Any award by the arbitrator shall not include any consequential or punitive damages.

13.4.11 The award entered by the arbitrator shall be a reasoned award.

13.4.12 The award entered by the arbitrator shall be final and judgment may be entered thereon in the Arizona Superior Court.

#### **SECTION 14 — MISCELLANEOUS PROVISIONS**

**14.1 Assignment.** Neither Contractor nor City shall, without the written consent of the other assign, transfer or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

**14.2 Governing Law and Venue.** In the performance of the Contract, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona, Gila County, and the City, including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county or local laws applicable to the Contract. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Gila County, Arizona and both parties consent to jurisdiction and venue in such court for such purposes.

**14.3 Survival.** All warranties, representations and indemnifications by Contractor shall survive the completion or termination of this Contract.

**14.4 No Waiver.** The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

**14.5 Project Communications.**

14.5.1 All communications concerning the performance of the Work or the Project shall be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract.

14.5.2 Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor Representative, but e-mail communications are not binding upon City and cannot change the terms of the Contract or the scope of work, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

Solicitation No: IFB CS-2023-0064  
 Description: 4<sup>th</sup> Street & Daybreak Waterline Replacement Project

Bidder is responsible for reviewing the solicitation in its entirety and including all required and applicable information. The City will not assume responsibility for any costs related to the preparation or submission of the bid. This checklist is provided for convenience and should be used as a Cover Sheet for the bid.

The following should be included within the submitted Bid package, as outlined below.

BID PACKAGE	SUBMITTED
<b>Bid</b> – must be signed (Exhibit A)	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Bid Schedule</b> (Exhibit B)	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>MEASUREMENT AND PAYMENT</b> (Exhibit C)	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Surety (Bid) Bond</b> or Cashier’s Check – 10% of Bid (Exhibit D)	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Qualifications &amp; Certification Form</b> (Exhibit E)	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Contractor Reference List</b> (Exhibit F)	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Non-Collusion Certification</b> – must be signed and notarized (Exhibit G)	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Subcontractor Certification</b> (Exhibit H)	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Certification Regarding Debarment</b> (Exhibit M)	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Notice of Award</b> (Exhibit N)	<input type="checkbox"/> YES <input type="checkbox"/> NO