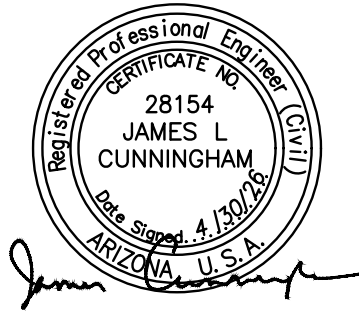


SUPPLEMENTAL PROVISIONS
FOR
SEDONA AIRPORT INFIELD RSA DRAINAGE IMPROVEMENTS
IN YAVAPAI COUNTY, ARIZONA
PROJECT #2555021



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MAG AND ADOT REFERENCES All standard specifications and details, unless otherwise noted, shall conform to the most current version of Maricopa Association of Governments (MAG) Uniform Standard Specifications for Public Works Construction, and Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, which are, in its entirety, incorporated herein by reference.

ABBREVIATIONS AND DEFINITIONS MAG Specifications, Section 101.1 and 101.2 are incorporated herein by reference, including abbreviations as shown on the Plans.

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

ADDENDA, REVISIONS AND SUPPLEMENTARY DRAWINGS MAG Specifications, Section 102.2 are incorporated herein by reference including

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

AWARD AND EXECUTION OF CONTRACT MAG Specifications, Section 103 are incorporated herein by reference, including:

If a pre-Award conference is requested by the County attendance of the Contractor's construction superintendent, project manager and foremen is required at the scheduled place and time. Virtual or telephone conferences will not be considered. If requested, at least 24 hours prior to the pre-Award meeting, the Contractor shall present the following: (1) past performance references on projects that have occurred within the prior two years, (2) a list of equipment to be utilized on this project, (3) a schedule of manpower to be utilized on this project, (4) a detailed construction schedule including all construction phasing, and (5) any other special documentation requested by the County to ensure the contract requirements for workmanship and materials can be met. Pre-Award submittals shall be subject to approval by the County prior to Award of this contract. If the apparent low Bidder's pre-Award submittals do not meet the standards set forth in the contract documents, then the apparent low Bidder will be notified in writing with an explanation why their submittal and Bid are being rejected. If this occurs the County shall exercise their rights to Award to the next lower Bidder that can meet the contract requirements for workmanship and materials.

RESPONSIBILITY Contractor shall be fully responsible for the project until the date of final acceptance.

PRE-CONSTRUCTION MEETING A pre-construction meeting will be scheduled by the County. Attendance of the Contractor is required at the scheduled place and time. Virtual or telephone conferences will not be considered.

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WATER SUPPLY MAG Specifications, Section 104.1.3 are incorporated herein by reference, including:

- A. It shall be the responsibility of the Contractor to obtain a water source for his water usage on the site.
- B. It shall be the responsibility of the Contractor to provide, maintain, at his own expense, an adequate supply of water for his use for construction and to install and maintain necessary supply connections and piping for same. Before final acceptance of the completed project, all temporary connections and piping installed by the Contractor shall be removed.
- C. The Contractor shall supply adequate, pure cooling drinking water with individual drinking cups for the use of employees on this construction. The quality of drinking water shall meet the Standards for Public Water Supplies specified in the State Health Department Code.

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

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

CONTROL OF WORK MAG Specifications, Section 105 are incorporated herein by reference.

AUTHORITY OF THE ENGINEER MAG Specifications, Section 105.1 are incorporated herein by reference, with the following exception:

- A. References to "the Engineer" shall mean Public Works Director.

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

- A. In ample time for each to serve its proper purpose and function, the Contractor shall submit to the Public Works Director such schedules, reports, drawings, lists, literature samples, instructions, directions, and guarantees as are specified or reasonably required for

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construction, operation, and maintenance of the facilities to be built and/or furnished under this Contract.

- B. Shop drawings and data shall be submitted to the Public Works Director via email in digital format. Each submittal shall have a cover page indicating number and title of submittal, along with certification by Contractor's representative as to submittal's meeting required specifications of the project. The Public Works Director's notations of the action which he has taken will be noted on each submittal.
- C. The above drawings, lists, prints, samples, and other data shall become a part of the Contract and a copy of the same shall be kept with the job site plans and the fabrications furnished shall be in conformance with the same.

PLANS The Contract Plans consist of general drawings. These indicate such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the Contract Plans shall be in writing. The Contract Plans shall be supplemented by such working or shop drawings prepared by the Contractor as are necessary to adequately perform and control the work. No change shall be made by the Contractor in any working or shop drawing after it has been accepted by the Public Works Director.

The Contractor shall keep a copy of the Plans and Specifications at the job site and shall at all times give the Public Works Director access thereto. Any drawings or plans listed in the Detailed Specifications shall be regarded as a part thereof and the Public Works Director will furnish from time to time such additional drawings, plans, profiles, and information as he may consider necessary for the Contractor's guidance.

All authorized alterations affecting the requirements and information given on the accepted plans shall be in writing. No changes shall be made of any plan or drawing after the same has been accepted by the Public Works Director except by consent of the Public Works Director in writing.

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

CONTRACTOR'S REPRESENTATIVE AND EMERGENCIES MAG Specifications, Section 105.5, are incorporated herein by reference.

UTILITIES MAG Specifications, Section 105.6 and 107.11 are incorporated herein by reference, including:

- A. The Contractor is responsible for all Blue Stake notification. The Contractor shall contact Arizona Blue Stake (1-800-STAKE-IT OR 811 in Arizona) at least 48 hours prior to construction for marking of underground utilities. The Locations of utilities indicated in the field are subject to verification by the Contractor via potholing or other acceptable methods. Utilities damaged by the Contractor shall be repaired at the Contractor's expense.
- B. The Contractor is responsible for notifying all utility companies and other parties who may have underground utilities for field locations prior to the start of construction. The Contractor must take full responsibility for any damage to any utility line encountered, whether or not located on the plans.

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

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

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

AUTHORITY AND DUTIES OF INSPECTOR Per MAG Specifications, Section 105.9, which are incorporated herein by reference including:

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

INSPECTION MAG Specifications, Section 105.10 are incorporated herein by reference, including:

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

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

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

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

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MATERIALS AND WORKMANSHIP MAG Specifications, Section 106 are incorporated herein by reference, Including:

- A. Where equipment, materials, or articles are referred to in the Specifications as equal to any particular standard, the Public Works Director shall decide the question of equality and acceptability.
- B. Wherever any standard published specification is referred to, the latest edition or revision, including all amendments shall be used unless otherwise specified. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials where applicable. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted.
- C. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these Specifications or from the Plans; and it shall be the duty of the Contractor to bring the Public Works Director's attention to apparent errors or omissions and request instructions before proceeding with the work. The Public Works Director may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Specifications or Plans.

QUALITY CONTROL All material shall be of the specified quality and equal to the approved samples, if samples have been submitted. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these Specifications or from the Plans. It shall be the duty of the Contractor to call the Public Works Director's attention to apparent errors or omissions and request instructions before proceeding with the work. The Public Works Director may, by appropriate instruction, correct errors and supply omissions, which instructions shall be as binding upon the Contractor as though contained in the original Specifications or Plans.

Materials which will require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection.

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

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

SUBSTITUTION OF MATERIAL OR EQUIPMENT MAG Specifications, Section 106.4 are incorporated herein by reference, including:

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

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

STORAGE AND HANDLING OF MATERIALS MAG Specifications, Section 106.5 and 106.6 are incorporated herein by reference, including:

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

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

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

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

LEGAL REGULATIONS AND RESPONSIBILITY MAG Specifications, Section 107 are incorporated herein by reference.

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

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

PERMITS, TAXES AND LICENSES MAG Specifications, Section 107.2 are incorporated herein by reference, including:

- A. Except as otherwise provided in the Specifications, it is the duty of the Contractor to procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Obtaining and complying with all applicable permits, licenses and taxes is the responsibility of the Contractor.

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

SURVEY LAND MONUMENTS Survey land monuments and property marks shall not be moved or otherwise disturbed by the Contractor until an authorized agent of the agency having jurisdiction over the land monuments or property marks setting, has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction. Any monuments displaced by the Contractor shall be replaced at the Contractors expense.

REPORTING ARCHAEOLOGICAL DISCOVERIES MAG Specifications, Section 107.4 are incorporated herein by reference.

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

- A. The Contractor shall provide suitable and adequate sanitary conveniences for the use of all persons employed on the project. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the project, all such sanitary conveniences shall be removed and the premises left in a sanitary condition.
- B. On all projects, with respect to sanitation facilities, for which Federal funds are allocated, the Contractor shall cooperate with and follow direction of representatives of the Health Service and the State and County public health service representatives shall have access

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to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

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

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

PROTECTION OF PROJECT SITE The Contractor shall be responsible for maintaining proper drainage in the event of a storm. If the Contractor fails to provide adequate drainage resulting in unsuitable subsurface conditions, it will be the Contractor's responsibility to repair the area at their own expense. Once the roadway has been pulverized it shall be the Contractor's responsibility to maintain a smooth drivable surface, not limited to grading and watering the roadway. The Contractor shall be responsible for the maintenance of the road during working and non-working hours including weekends.

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

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

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

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

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

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

TREES AND SHRUBBERY All trees and shrubbery contained within the right-of-way or easements shall be protected by the Contractor insofar as practicable.

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

All trees, shrubs, hedges, brush, etc. designated on the Plans, or by the Public Works Director for removal, shall be completely removed and disposed of as indicated on the Plans or as specified by the Public Works Director.

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

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

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

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

STATUS OF LAND, RIGHT-OF-WAY AND EASEMENTS It shall be the responsibility of the Contractor to secure permission and obtain the necessary permits to work in the public right-of-way. It shall be the responsibility of the Contractor to secure written permission from landowners

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to work, or trespass on private land owned by someone other than the County. Acquisition of easements, construction easements and rights of way will be the responsibility of the County.

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

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

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

WASTE DISPOSAL The Contractor shall provide for the disposal of all surplus materials, waste products, debris, etc., and shall make necessary arrangements and pay all fees to provide for proper disposal. The Contractor shall obtain written permission from property owner(s) and all applicable agencies prior to disposing of any surplus materials, waste products, debris, etc., on private property, and shall also obtain the approval of the Public Works Director and all applicable agencies prior to such disposal.

The Public Works Director will not approve the filling of ditches, washes, drainage ways, unless designated in the plans and specifications.

The Public Works Director will not approve disposal operations which will, in his opinion, create unsightly and/or unsanitary nuisances.

The Contractor shall maintain the disposal site(s) in a reasonable condition of appearance and safety during the construction period as required by the Public Works Director. Prior to final acceptance of the project, the Contractor shall have completed the leveling and cleanup of the disposal site(s) to the satisfaction of the Public Works Director.

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

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

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

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

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

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CONTRACTOR PARTICIPATION MAG Specifications, Section 108.2 are incorporated herein by reference.

ORDER OF WORK When required by the Contract Documents, the Contractor shall follow the sequence of operations as set forth therein.

Full compensation for conforming with such requirements will be considered as included in the prices paid for Contract items of work and no additional compensation will be allowed.

CONSTRUCTION SCHEDULE MAG Specifications, Section 108.4 and Section 108.5, which are incorporated herein by reference including:

Prior to the commencement of the work the Contractor shall prepare and submit to the Public Works Director for review, a written schedule covering the general sequence of the work to be performed on a weekly basis. The schedule shall indicate the time to starting and completing each major phase of the project and such intermediate phases as will serve for well-defined control points. It shall also indicate the major items of equipment, and all items of equipment receipt and installation of which is critical to the scheduled progress of the project. The schedule, after review and acceptance by the Public Works Director, shall not be changed without written consent of the Public Works Director. The Contractor shall assume the full responsibility for performing the work in an orderly procedure under the Contract. In addition, the Contractor will supply a detailed two week schedule updated on a weekly basis detailing all construction activities to be performed during that time period on a daily basis.

The construction schedule shall serve as an index of progress prosecution as contemplated by the Contractor. In the event the actual construction progress varies substantially from the scheduled progress, the Public Works Director will require, and the Contractor shall be required, within ten (10) calendar days written notice, to provide a revised construction schedule, giving in detail the particular changes in production as estimated by the Contractor to complete the work within the specified Contract Time. Time is of the essence in this regard.

COORDINATION OF WORK Prior to starting construction, the Contractor shall submit their construction schedule to the Public Works Director for approval.

It shall be the responsibility of the Contractor to maintain overall coordination of the project. Based on the general Contract construction schedule prepared in accordance with these Specifications, the Contractor shall obtain from each of his subcontractors a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating changes necessitated by unforeseen difficulties.

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

SUSPENSION OF WORK The Public Works Director shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or

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for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the Contract. The Contractor shall immediately comply with the written order of the Public Works Director to suspend work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as reviewed and accepted in writing by the Public Works Director.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for materials and shall properly store them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

INCLEMENT WEATHER The Contractor is ultimately responsible for determining inclement weather days. Should the Contractor decide to proceed with construction despite the potential for adverse weather, any deficiencies in the resulting final product or damages resulting from proceeding forward with the work remain as the responsibility of the Contractor. The County reserves the right to issue a stop work order if the County's inspector deems there is a risk of weather based on visual or actual forecasted predictions.

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

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

INSPECTOR OVERTIME Any overtime hours accrued by the County's inspector due to the scheduling of the Contractor or any of its subcontractors shall be reimbursed to the County by the Contractor at a rate of \$90.00 per hour. Overtime rates will apply after the work week of four (4), ten (10) hour, days or forty (40) hours in a work week. Reimbursement shall be achieved through deductions for inspector overtime from Contractor pay requests.

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

PROJECT RECORD DOCUMENTS The Contractor shall maintain at the site, available to the County, a copy of all drawings, Specifications, Addendums, approved shop drawings, change orders, and other modifications in good order and marked to record all changes made during construction. Record drawings for all improvements are to be prepared by a registered land surveyor and submitted to the County for acceptance prior to final acceptance of the project. The record drawings shall be prepared on a set of reproducible mylar copies of the construction plans. The completed drawings shall be signed and sealed by the registered land surveyor responsible for obtaining the as-built information and preparing the record drawings. These shall be delivered to the County upon completion of the project or the earlier termination of the Contract.

Contractor shall provide certified as-built drawings prepared by an Arizona registrant for all drainage, road and bridge construction.

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CONTRACT DOCUMENTS The Contractor shall keep at the work site a copy of the Contract and all Solicitation documents and shall at all times give the Public Works Director access thereto.

The Solicitation, Supplemental Provisions, Specifications, Plans, and all supplementary documents are intended to be a complete and complementary statement of the Contract between the parties, and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract documents, the Contractor shall immediately call the matter to the attention of the Public Works Director for furnishing of detailed instructions. Figured dimensions shall govern over scaled dimensions.

Any drawings or Plans listed anywhere in the Specifications or Addendums thereto shall be regarded as a part thereof and of the Contract. Anything mentioned in these Specifications and not indicated on the Plans, or anything indicated on the Plans and not mentioned in these Specifications shall be in the same force and effect as if indicated or mentioned in both.

CHARACTER OF WORKMEN; METHODS AND EQUIPMENT MAG Specifications, Section 108.6 are incorporated herein by reference, including:

- A. Yavapai County requires all workmen on the project be a minimum of 18 years of age and have a valid driver's license. Yavapai County reserves the right to spot check for valid drivers' licenses.
- B. The methods and equipment adopted by the Contractor shall be such as will secure a satisfactory quality of work and will enable the Contractor to complete the work in the time agreed upon. The selection and use of these methods and equipment is the responsibility of the Contractor.
- C. Where applicable, the Contractor is responsible for all embankment construction and/or subgrade preparation identified in the plans and specifications. Embankment construction and/or subgrade preparation shall be accomplished by utilizing equipment to include but shall not be limited to an 815 Caterpillar Sheepsfoot Roller(s) or an approved equal. This will represent a minimum requirement. Any additional equipment proposed will be subject to review and approval by the County Engineer. All embankment and/or subgrade material shall be within 2% below to 1% above optimum moisture content.
- D. All paving operations identified in the plans and specifications shall be accomplished by the Contractor utilizing equipment to include but shall not be limited to 2 (two) steel wheel rollers and 1 (one) pneumatic roller of a type and size approved by the County. The paving equipment shall be on site with operators during all paving operations.
- E. Contractor will be required to use a material transfer device for all mainline paving.

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

- A. It is the Contractor's responsibility to establish construction methods and a construction schedule which will facilitate the completion of work required by this Contract within the Contract period and with full consideration for the season and known conditions, details, and circumstances surrounding the work required under this Contract during which the work is scheduled.

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- B. To receive consideration for an extension of time, a request must be made in writing to the Public Works Director stating the reason for said request and such request must be received by the Public Works Director. The extension of time allowed shall be as determined by the Public Works Director. An extension of time may be granted by the County after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.
- C. Any event for which the Contractor feels entitled to additional time shall be requested in writing within ten (10) days of occurrence of the event for consideration by the Public Works Director. The decision of the Public Works Director shall be final. If a request for additional Contract time is not received within ten (10) days of occurrence of the event, additional time will not be granted.
- D. Any extension of time shall not release the sureties upon any bond required under the Contract. Extensions of time in and of themselves will not be a basis for request of additional compensation by the Contractor.

TERMINATION MAG Specifications, Section 108.10 and 108.11 are incorporated herein by reference, including:

- A. This agreement is subject to cancellation, including but not limited to, A.R.S. §38-511. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the County.

MOBILIZATION MAG Specifications Section 109.10 are incorporated herein by reference.

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

DISPUTE RESOLUTION MAG Specifications, Section 110 are incorporated herein by reference, including:

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

TRAFFIC CONTROL MAG Specifications, Section 401 are incorporated herein by reference, including:

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- A. Traffic control is the responsibility of the Contractor and shall be in accordance with Manual on Uniform Traffic Control Devices (MUTCD) Part VI which are incorporated herein by reference. The Contractor shall submit to the County, for approval, a traffic control plan for all activities connected with the proposed work.
- B. Full closure of any roadways within the project areas will not be permitted, and at least one lane for traffic shall remain open at all times. Contractor shall phase the construction in a way as to not impact residential driveways. If a driveway access is closed off the Contractor will be required to give 24 hour written notification to the resident. No driveway shall be blocked or inaccessible during non-work hours. Contractor shall be required to provide access ramps at all residential driveways during working and nonworking hours. Contractor shall provide proper signage and delineation at all approaches to each construction zone and shall provide detailed road schematics as necessary. During the Contractor's working hours, sufficient staffing and traffic control around the active construction zone shall be provided to ensure safe conditions, should two cars wish to travel through the construction zone in opposing directions. A comprehensive traffic control plan shall be submitted to the Engineer a minimum of one (1) week prior to construction for acceptance and approval. Any project areas that will result in queuing of traffic into the roadways of other jurisdictions (ADOT, other local governments) may require that the Contractor secure a permit from that agency.

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

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

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

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

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

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

PAYMENTS TO CONTRACTOR

GENERAL Payment for construction of this project shall be based on work actually performed in accordance with the Specifications and Scope of Work and shall include all labor and materials incorporated in the completed work.

Upon final inspection and acceptance of the work, the County will pay the Contractor the amount earned under the Contract as provided herein.

Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

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

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

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

CHANGE ORDER SUBMITTALS All change order requests must be submitted on the format shown in the attachments titled Change Order Request Form – SAMPLE and Change Order Request Form – BLANK SAMPLE.

CHANGES IN THE WORK The County, without invalidating the Contract, may order extra work, make changes by altering, or deleting any portion of the work as specified herein, or as deemed necessary or desirable by the Public Works Director. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be adjusted at the time of ordering such change or extra work.

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Extra work shall be that work not indicated or detailed on the Plans and not specified. Such work shall be governed by all applicable provisions of the Contract Document.

In giving instructions, the Public Works Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Public Works Director, and no claim for an addition to the total amount of the Contract shall be valid unless so ordered. It is mutually understood that it is inherent in the nature of municipal construction that some changes in the Plans and Specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the Contract to recognize a normal and expected margin of change. The Public Works Director shall have the right to make such changes, from time to time, in the plans, character, termination, and completion of the work in the most satisfactory manner without invalidating or otherwise violating the Contract.

Any change ordered by the Public Works Director which involves installation of work essential to complete the Contract, but for which no basis for payment is provided herein, said payment therefore shall be subject to agreement prior to said work being performed.

The prices agreed upon and any agreed upon adjustment in Contract time shall be incorporated in the written order issued by the Public Works Director, which shall be written so as to indicate acceptance on the part of the Contractor as evidenced by his signature. In the event prices cannot be agreed upon, the County reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Contractor to proceed with the items in question to be reimbursed pursuant to the unit prices in the Contractor's bid or on a force account basis as provided herein, at the option of the County.

The County, without invalidating the Contract, may order extra work, make changes by altering, or deleting any portion of the work as specified herein, or as deemed necessary or desirable by the Public Works Director. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be adjusted at the time of ordering such change or extra work.

Extra work shall be that work not indicated or detailed on the Plans and not specified. Such work shall be governed by all applicable provisions of the Contract Document.

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

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

FORCE ACCOUNT Force account is a tool the County may use to compensate the Contractor for the performance of unforeseen work items or changes outside of the scope of work. The compensation for force account work performed by the Contractor shall be approved by the Public Works Director in the following manner:

A. LABOR The Contractor shall provide monthly certified payroll reports for all labor and for foremen in direct charge of the specific operations. The Contractor will be compensated as follows:

- The actual cost of wages paid by him but at rates not to exceed those for comparable labor currently employed on the project as determined by the Public Works Director.
- The actual cost of social security taxes and unemployment compensation insurance.
- An amount equal to ten percent (10%) of the actual cost of wages and other costs listed above to cover the Contractor's profit and overhead.
- In case work is performed by a subcontractor, the said ten percent (10%) will be added only once to the actual cost of the work, however, the Contractor may add ten percent (10%) to the Subcontractor's price to cover his own overhead.

B. TOOLS AND EQUIPMENT For any special or heavy equipment used, the Contractor shall be reimbursed his actual cost of rental, not to exceed the latest Schedule of Equipment Rental Rates published by the Arizona Department of Transportation incorporated herein by reference. In the event that any of the equipment to be used is not shown in said schedule, the rental rate for such equipment shall be as agreed upon in writing before the work is started. No percentage shall be added to equipment rental rates. In the event said special or heavy equipment is owned by the Contractor, he shall be compensated only for

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the actual hours said equipment is required to be on the job site, at a rate not to exceed the latest ADOT Schedule of Equipment Rental Rates.

- C. MATERIALS** For all materials accepted by the Public Works Director and used in the work, the Contractor shall be paid the actual cost of such material including transportation charges, to which cost shall be added a sum equal to ten percent (10%) thereof.
- D. SUPERVISION AND OVERHEAD.** No allowance shall be made for general superintendence. The cost of supervision and overhead presumed to be included in the ten percent (10%) added in accordance with the above.
- E. RECORDS** The Contractor's representative, and the Public Works Director shall compare the records of the work performed as ordered on a force account basis at the end of each day on which such work is performed. Copies of these records shall be made on suitable forms provided for this purpose and signed by both the Public Works Director and the Contractor's representative. All claims for work done on a force account basis shall be certified and submitted to the Public Works Director by the Contractor, and such statements shall be filed with the Public Works Director not later than the fifth (5th) day of the month following that in which the work was actually performed.

PARTIAL ACCEPTANCE OF WORK After completion of certain units of work under this Contract, including all testing and other preparation necessary for operation of the unit by the County as herein specified, but prior to final project completion, provision may be made for partial acceptance in writing by the County for these certain units only. The units to be included for partial acceptance prior to final project completion will be noted at the time of the pre- construction conference in accordance with the Contractor's schedule, or by written notice to the Contractor at the earliest possible time.

The guarantee period for these units shall commence with the date of final acceptance of the entire project by the County. Full payment for these units will not be made until final acceptance of the total work is made.

Acceptance of any portion of the project prior to acceptance of the whole shall not be construed as absolving the Contractor's responsibility for any item of construction or incidental work included in the original Contract.

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

- A. After final completion under the Contract, the Contractor shall render to the County a final estimate which shall show the amount of work performed according to the Contract.
- B. Before the final payment will be made, the Contractor shall satisfy the County by affidavit that all bills for labor and materials incorporated in the work have been paid. Additionally, the Contractor shall furnish lien waivers for all completed labor and materials consumed during the project.
- C. Final payment constituting the entire unpaid balance of the Contract sum (including all retained moneys) shall be paid by the County to the Contractor within sixty (60) days after

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completion of the work or filing the Notice of Completion of the Contract unless a specific written finding by the County of the reasons justifying the delay in payment is provided to the Contractor, and further provided that all work has been completed, the Contract fully performed, and any final certificate has been issued by the County. The quantities appearing in the Bidding Schedule are approximate only and are prepared for the comparison of Bids. Payment to the Contractor will be made only by actual quantities of work performed and accepted in accordance with the requirements of the Contract. Only the items listed in the Bidding Schedule are pay items. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted.

PAYMENT OF ITEMS IN PRICING SHEET Only those items listed in the pricing sheet are pay items.

Compensation for all items necessary for the completion of the project or improvement shall be included by the Bidder in the price Bid for the items shown in the pricing sheet.

PAYMENT REQUEST SUBMITTALS All payment requests must be submitted on the application and certificate for payment format along with a cost breakdown sheet. Attachment titled Application and Certification for Payment shows the format required.

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