

**CONSTRUCTION CONTRACT  
BETWEEN  
TOWN OF JEROME  
AND  
LONGFELLOW EXCAVATING LLC**

**Contract No. TOJ-2026-003**

THIS CONTRACT is entered into as of November 12<sup>th</sup>, 2025, by and between the TOWN OF JEROME, an Arizona municipal Corporation (the “Town”) and Longfellow Excavating LLC, an Arizona limited liability company (the “Contractor”). The terms of this Contract are to be construed consistently with the other Contract Documents enumerated in Article 1 of the General Conditions of the Construction Contract, attached hereto as **Exhibit A** and incorporated herein by reference. The Town and the Contractor are the only parties to this Contract.

In consideration of the mutual promises of the parties, the Town and the Contractor agree as follows:

1. THE WORK: The Contractor shall furnish all labor, materials, equipment, and services, as more fully set forth in **Exhibit B**, attached hereto and incorporated herein by reference, as required to complete the Drainage and other specified improvements, as more fully set forth in **Exhibit C**, attached hereto and incorporated herein by reference.

2. CONTRACT TIME: The Contractor shall commence the Work only if and when directed in a written Notice to Proceed signed by the Town. Substantial Completion, as defined herein, shall be achieved within **Ninety (90) calendar days**. In view of the difficulty or impossibility of determining the Town’s damages from delay, should the Contractor fail to achieve Substantial Completion by that date, as extended by any Town approved Change Orders, the Contractor agrees to pay and will pay to the Town, in addition to all other sums pursuant to the Contract Documents, the sum of **\$ 1,000.00** for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the Contract Price as it becomes due. Should liquidated damages exceed the Contract Price due or to become due, then the Contractor shall pay the Town the difference within 3 days of receipt of written demand.

3. CONTRACT PRICE: Subject to increases and decreases for Change Orders in accordance with the Contract Documents, the Town shall pay to the Contractor the following Contract Price, in progress payments as provided in the Contract Documents: One hundred thirty-three thousand, one hundred ninety-four dollars and sixty-eight Cents (\$ 133,194.68).

4. SUPPLEMENTAL TERMS AND CONDITIONS: The following supplemental terms and conditions and/or documents are part of this Contract:

- A. General Conditions of the Construction Contract.
- B. Contractor Bid Forms.
- C. Plans & Specifications.

D. Payment and Performance Bonds.

5. BONDS: The Contractor shall provide all required bonds in the forms attached hereto as **Exhibit D**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

TOWN:

CONTRACTOR:

TOWN OF JEROME,  
an Arizona Municipal corporation

\_\_\_\_\_,  
a(n)\_\_\_\_\_

\_\_\_\_\_  
Christina “Alex” Barber, Mayor

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

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

ATTEST:

\_\_\_\_\_  
Brett Klein, Town Manager/Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John A. Gaylord, Town Attorney

**EXHIBIT A  
TO  
CONSTRUCTION CONTRACT  
BETWEEN  
TOWN OF JEROME  
AND  
LONGFELLOW EXCAVATING LLC**

(General Conditions)

See following pages.

**GENERAL CONDITIONS  
TABLE OF CONTENTS**

|                                                          |    |
|----------------------------------------------------------|----|
| ARTICLE 1 GENERAL DEFINITIONS .....                      | 2  |
| ARTICLE 2 INTENT .....                                   | 2  |
| ARTICLE 3 CONTRACTOR.....                                | 3  |
| ARTICLE 4 OTHER CONTRACTORS AND COOPERATION .....        | 3  |
| ARTICLE 5 SITE CONDITIONS AND ENVIRONMENTAL MATTERS..... | 4  |
| ARTICLE 6 PRODUCT SAMPLES, TESTS, AND CERTIFICATES.....  | 9  |
| ARTICLE 7 AS-BUILT DRAWINGS.....                         | 10 |
| ARTICLE 8 SUPERINTENDENCE BY THE CONTRACTOR .....        | 10 |
| ARTICLE 9 SUBCONTRACTS .....                             | 11 |
| ARTICLE 10 COMMUNICATIONS.....                           | 12 |
| ARTICLE 11 PERMITS, TAXES, AND FEES .....                | 12 |
| ARTICLE 12 INSURANCE.....                                | 12 |
| ARTICLE 13 INDEMNIFICATION.....                          | 15 |
| ARTICLE 14 PROGRESS AND SCHEDULING .....                 | 15 |
| ARTICLE 15 DAILY LOG .....                               | 16 |
| ARTICLE 16 MISCELLANEOUS DUTIES .....                    | 16 |
| ARTICLE 17 INSPECTION OF WORK.....                       | 19 |
| ARTICLE 18 CORRECTION OF WORK.....                       | 19 |
| ARTICLE 19 DELAYS AND TIME EXTENSIONS.....               | 20 |
| ARTICLE 20 SUSPENSION OF WORK .....                      | 22 |
| ARTICLE 21 RIGHT TO STOP WORK .....                      | 22 |
| ARTICLE 22 CHANGES.....                                  | 23 |
| ARTICLE 23 PAYMENT .....                                 | 24 |
| ARTICLE 24 WARRANTY.....                                 | 26 |
| ARTICLE 25 SUBSTANTIAL COMPLETION.....                   | 27 |
| ARTICLE 26 FINAL INSPECTION.....                         | 27 |
| ARTICLE 27 ASSIGNMENT OF CLAIMS.....                     | 28 |
| ARTICLE 28 DISPUTES .....                                | 28 |
| ARTICLE 29 FORUM .....                                   | 28 |
| ARTICLE 30 TERMINATION BY THE TOWN.....                  | 28 |
| ARTICLE 31 TERMINATION FOR CAUSE .....                   | 28 |
| ARTICLE 32 TERMINATION FOR CONVENIENCE OF THE TOWN.....  | 31 |
| ARTICLE 33 ASSIGNMENT OF CONTRACT .....                  | 31 |
| ARTICLE 34 LAW TO GOVERN.....                            | 31 |
| ARTICLE 35 E-VERIFY REQUIREMENTS .....                   | 31 |
| ARTICLE 36 FEDERAL IMMIGRATION LAWS AND REGULATIONS..... | 31 |
| ARTICLE 37 ISRAEL.....                                   | 32 |
| ARTICLE 38 FORCED LABOR OF ETHNIC UYGHURS .....          | 32 |

## **ARTICLE 1 GENERAL DEFINITIONS**

“Addenda” means clarifications or changes in the Work provided to bidders in writing prior to the public bid on the Contract.

“Contract Documents” or “Contract” means the Construction Contract Between Town and Contractor, the General Conditions of the Construction Contract, any Supplemental Conditions of the Construction Contract, the Drawings, the Specifications, the Performance and Payment Bonds, the Project Manual, Addenda and Modifications.

“Date of Substantial Completion” shall be the date certified by the Town that the work is in the Condition defined herein as substantial completion.

“Day” means calendar day unless specifically otherwise provided herein or by law.

“Modifications” means Change Orders signed by the Town, or other written amendments signed by both the Town and the Contractor at or after the execution of the Contract, or the Town’s written interpretations or directions for minor changes in the Work. A “minor change” is defined as one having no impact on cost or time or the Town’s approved design intent, as determined by the Town.

“Project” means all components of the improvements to be constructed for the Town, regardless of whether the Work is all or only a part.

“Project Manual” means the written volume so titled which includes the bid documents, sample forms, specifications, and description of the project.

“Substantial Completion” means the Contractor’s work is sufficiently complete in accordance with the Contract Documents so that the Town can occupy or utilize the work or designated portion thereof for the use for which it is intended.

“Work” consists of all labor (including supervision), materials, equipment, supplies and other items reasonably required to construct all or a portion of the Project according to the Contract Documents.

## **ARTICLE 2 INTENT**

A. The Contract represents the entire and integrated agreement between the Town and the Contractor, and it supersedes all prior oral or written negotiations, representations or agreements. The Contract may only be changed by written modifications, and the Contractor understands and agrees that if the Contractor proceeds with any work upon verbal request only, Contractor is agreeing by his conduct that such work, or change in the work, constitutes a minor change.

B. The Contract Documents are to include all items reasonably necessary to construct the Work, expressly or by inference. Words and abbreviations which have well-known technical, or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

### **ARTICLE 3 CONTRACTOR**

A. The Contractor is the individual or legal entity identified in the Contract Documents who is licensed to perform the Work under the laws of the State of Arizona. The Contractor shall only use duly licensed Subcontractors in connection with the Work, subject to the provisions for Town approval contained in the Contract Documents.

### **ARTICLE 4 OTHER CONTRACTORS AND COOPERATION**

A. The Town reserves the right to award other contracts related to the Project, or to perform certain work itself. Such other work may or may not be known to the Town or disclosed to the Contractor prior to bidding this project. The Contractor shall afford the Town and other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly coordinate its Work with theirs in such manner as the Town may direct. The Contractor shall also assure at its own cost reasonable access of other contractors to the site and their work.

B. Upon request of the Contractor, the Town will provide the Contractor with a copy of all plans, specifications, schedules and other data relating to other contracts or work. The Contractor shall thoroughly examine these documents and shall within three (3) days of completing such examination notify the Town in writing of any conflicts with the Work to be performed by the Contractor. In no event shall such notice be given so late as to interfere with or delay the work to be performed by the Contractor. Failure of the Contractor to request, review, or provide written notice as provided above shall constitute a waiver of any objections or claims the Contractor may have as a result of the necessity to coordinate the Contractor's work with other activities.

C. Should the Contractor sustain any damage through any act or omission of any other contractor, Contractor shall have no claim or cause of action against the Town for such damage and hereby waives any such claim. The Contractor does not waive any claim or cause of action against any other contractor or subcontractor to recover any and all damages sustained by reason of the acts or omissions of such other contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any reasonable delay on the part of any such other contractor, whether due to negligence, gross negligence, inadvertence or any other cause.

D. Should the Contractor cause damage to the work or property of any other contractor or of the Town, the Contractor shall upon receiving due notice, promptly attempt to settle with such other contractor by agreement, repair or otherwise to resolve the dispute. If such separate contractor sues or initiates a proceeding against the Town on account of any damage alleged to have been caused by the Contractor, the Town shall notify the Contractor who shall, to the furthest

extent permitted by law, indemnify and hold harmless for, from, and against defend such proceedings, and if any judgment or award against the Town arises there from the Contractor shall pay or satisfy it and shall reimburse the Town for all attorney's fees and court or other costs which the Town has incurred.

## **ARTICLE 5**

### **SITE CONDITIONS AND ENVIRONMENTAL MATTERS**

A. The Contractor shall thoroughly acquaint himself with all available information concerning the conditions of the Work and is responsible for correctly and fully estimating the difficulty and cost of successfully performing the Work.

B. The Contractor agrees that it has thoroughly examined the site, plans and specifications, boring data and all other soils information and as-built data made available and by submission of the bid herein avows that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or existing obstacles to be encountered. The Contractor acknowledges that boring data and other soils information and as-built data made available is only a general indication of materials and/or conditions likely to be found adjacent to holes bored or in existing structures or facilities or other areas. If the Contractor determines that the information is erroneous, inadequate or ambiguous, it shall immediately report its conclusions to the Town in writing. If the Contractor determines that the information is erroneous, inadequate, or ambiguous, and after reporting its conclusions to the Town, remains dissatisfied or uninformed, the Contractor shall refrain from submitting a bid, or if the Contractor does submit a bid, the Contractor shall be deemed to have waived any claim it may have as the result of the alleged erroneous, inadequate or ambiguous information.

C. The Contractor shall immediately, and before such conditions are disturbed, notify the Town in writing of:

1. Subsurface or latent physical conditions encountered at the site which differ materially from those indicated in the Contract and which were not known by the Contractor or could not have been discovered by careful examination and investigation of the information available at bid time and which could adversely affect the timely performance of the Work or its cost; or

2. Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in Work of the character provided for in the Contract.

D. The Town shall within ten (10) days, or such other reasonable time as necessary, investigate the conditions discovered. If the Town find that conditions are so materially different as to support an equitable adjustment in the Contract Price or the Contract Time, this will be done by written Change Order. If the Town determine that no Change Order will be issued, the Contractor shall continue with the Work at no additional cost and under no change in Contract Time.

E. No claim by the Contractor for an increase in the Contract Price or Contract Time hereunder shall be allowed without proper advance notice and an adequate opportunity for the Town to investigate.

F. Environmental Matters: Contractor shall provide or cause to be provided a copy of this Section (Environmental Matters) to each Subcontractor and each Sub-subcontractor participating in the Work.

1. Definitions. The following terms will have their respective designated meanings:

**“Environmental Law”** means any and all laws, ordinances, regulations, rules and administrative and court decisions (federal, state and local) now or hereafter in effect and as in effect from time to time and as amended from time to time pertaining to environmental conditions or to protection or regulation of the environment (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.); the Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901, et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. Section 2601, et seq.); the Superfund Amendments and Reauthorization Act of 1986, Title III (42 U.S.C. Section 11001 et seq.); the Clean Air Act (42 U.S.C. Section 7401, et seq.); the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.); the Safe Drinking Water Act (42 U.S.C. Section 300f, et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.); the Oil Pollution Act (33 U.S.C. Section 2701 et seq.); the Arizona Environmental Quality Act (A.R.S. Section 49-101, et seq.); the Arizona Underground Storage Tank Act (A.R.S. Section 49-1001, et seq.); the Arizona Water Quality Assurance Revolving Fund Act (A.R.S. Section 49-281, et seq.) and any successor statutes to the foregoing and any regulations, rules or guidelines promulgated pursuant thereto.)

**“Hazardous Substance”** means any of the following: (i) any petroleum, oil, gasoline, kerosene, other petroleum product, flammable substance, volatile organic compound, volatile solvent, explosive, asbestos, polychlorinated biphenyl, dioxin, toxic herbicide or pesticide, radioactive material, radon gas and materials containing formaldehyde; (ii) any material, substance or waste now or hereafter defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “extremely hazardous substances,” “restricted hazardous wastes,” “toxic substances,” “regulated substances,” “solid wastes,” “pollutant,” or “contaminant” or words of similar import in any Environmental Law; (iii) any other material, substance or waste now or hereafter classified or regulated as “hazardous” or “toxic” under any Environmental Law; (iv) any material, substance or waste now or hereafter listed in the United States Department of Transportation Table (49 CFR 172.101) or classified by the United States Environmental Protection Agency as “hazardous” (40 CFR Part 302) or in any successor or replacement tables or classifications as in effect from time to time; and (v) any Hazardous Waste.

**“Hazardous Waste”** means “hazardous waste”, as defined in the Resource Conversation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from

time to time (including, without limitation, any such waste resulting from removal of, demolition of, modifications of or additions to part or all of any existing structure, facility or equipment).

**“Contractor Hazardous Waste”** means any Hazardous Waste arising during or from the Work that is generated by the acts or omissions of Contractor, a Subcontractor or any Sub-subcontractor (including, without limitation, a Contractor Release) and that is not Town Hazardous Waste.

**“Town Hazardous Waste”** means Hazardous Waste (i) that consists of Hazardous Substances in any existing structure, facility or equipment on Town’s property or otherwise present on Town’s property at commencement of the Work, and (ii) that has become Hazardous Waste due to any part of the Work. However, Town Hazardous Waste does not include any Hazardous Substance that has become a Hazardous Waste due to any Contractor Release.

**“Project Hazardous Waste”** means any Hazardous Waste arising on Town’s property from the Work (including, without limitation, Contractor Hazardous Waste and Town Hazardous Waste), regardless of: (a) whether generated by the acts or omissions of Town, Contractor, a Subcontractor or a Sub-subcontractor; (b) whether it consists of Hazardous Substances that were on or in Town’s property at commencement of the Work and that have become Hazardous Waste in the course of the Work; and (c) whether it consists of Hazardous Substances that are brought on to Town’s property for or during the Work by Contractor, a Subcontractor or a Sub-subcontractor and that have become Hazardous Waste in the course of the Work.

**“OSHA”** means the Federal Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time.

**“Release”** means any discharging, disposing, dumping, emitting, emptying, escaping, injecting, leaching, leaking, pouring, pumping, releasing, spilling, or similar action or event.

**“Contractor Release”** means a Release of a Hazardous Substance (including, without limitation, Hazardous Substances that were on or in Town’s property at commencement of the Work) arising from acts or omissions of Contractor or any Subcontractor or Sub-subcontractor or their employees or workers. However, Contractor Release does not include Releases of pre-existing Hazardous Substances on Town’s property of which Town had not made Contractor aware and as to which Contractor, Subcontractors and Sub-subcontractors acted reasonably.

#### G. General Requirements.

1. Compliance with Environmental Law and OSHA. Contractor shall comply with, and shall cause all Subcontractors and Sub-subcontractors to comply with, this section and with all Environmental Law and OSHA applicable to (i) Contractor, (ii) Subcontractors, (iii) Subsubcontractors, (iv) the Work and (v) all of their activities in respect of the Work.

2. Hazardous Substances. (i) Hazardous Substances may be transported to and from and stored, used and be present on Town’s property in such quantities as are generally recognized to be usual and customary for performance of the Work. (ii) Hazardous Waste may be generated

on Town's property of such kinds and in such quantities as are generally recognized to be usual and customary in connection with performance of the Work. Hazardous Waste so generated may be stored temporarily on Town's property. (iii) Prior to final completion of the Work, Contractor shall remove or cause to be removed from Town's property and disposed of in accordance with Environmental Law and OSHA any Hazardous Substances (other than Project Hazardous Waste) brought onto Town's property during the Work or used in connection with the Work. (iv) Other than as provided in (i), (ii) and (iii), Contractor shall not, and Contractor shall cause all Subcontractors and Sub-subcontractors to not, dispose of, generate, manufacture, process, produce, Release, treat or otherwise store, use or have in or on or transport to or from Town's property any Hazardous Substance, regardless of whether the Hazardous Substance is preexisting on Town's property or otherwise.

3. Releases of Hazardous Substances. Upon any Release of any Hazardous Substance in connection with the Work, whether relating to a pre-existing condition on Town's property (for example, arising from any demolition of, modification of, or addition to any structure, facility or equipment) or relating to acts or omissions of Contractor, a Subcontractor or a Sub subcontractor, Contractor shall take any immediate action reasonably necessary to contain the Release. Town may elect to have Contractor control and carry out any containment, clean-up, removal and remediation activity. Alternatively, Town shall have the right to elect to control and carry out any containment, clean-up, removal and remediation activity. Regardless of who takes the actions, Contractor shall absorb, without reimbursement from Town, all costs and expense incurred by Contractor in connection with any Contractor Release. In addition, Contractor shall pay or reimburse Town for all costs and expenses incurred by Town relating to any Contractor Release. If the amount is not paid promptly, Town may offset the amount against any amount payable by Town to Contractor under the Contract Documents or otherwise. Remediation, removal, and other cleanup action arising from any Release shall be in full compliance with Environmental Law and OSHA and shall be subject to approval by Town. In addition, Town may require remedial, removal or other cleanup action in excess of applicable minimum requirements of Environmental Law and OSHA (A) as reasonably necessary or appropriate in the judgment of Town to permit human use and habitation of Town's property and to permit use of Town's property, and (B) as reasonably consistent in the judgment of Town with such habitation and uses.

4. Hazardous Waste. Town will arrange for handling, storage and disposal of any Project Hazardous Waste. On an interim basis until Town can make arrangements, Contractor shall assure proper handling (including, without limitation, segregation from waste that is not Hazardous Waste) and storage of Project Hazardous Waste in full compliance with Environmental Law and OSHA. Contractor shall pay all of Town's expenses of storing, handling and disposing of Contractor Hazardous Waste. Town will deliver a statement to Contractor showing Town's expenses, and Contractor will promptly pay such amount to Town. If the amount is not paid promptly, Town may offset the amount against any amount payable by Town to Contractor under the Contract Documents or otherwise.

5. Notifications to Town. Contractor shall notify Town's Project Manager immediately upon occurrence of any of the following: (i) any discovery by Contractor, a Subcontractor or any Sub-subcontractor of any Hazardous Substance in any existing structure, facility or equipment on Town's property. (ii) any Release of any Hazardous Substance on Town's

property in connection with the Work; (iii) the creation or generation of any Hazardous Waste resulting from the Work (including, without limitation, Hazardous Waste arising from the removal of, demolition of, modification of, or addition to any existing structure, facility or equipment); (iv) the need for any remediation or removal of any Hazardous Substance relating to the Work whether relating to a pre-existing condition on Town's property or to acts or omissions of Contractor, a Subcontractor or a Sub-subcontractor; or (v) any claim, demand, inquiry, investigation, litigation or other action or proceeding by any governmental authority or other person relating to any Hazardous Substance, Hazardous Waste, Environmental Law or OSHA relating to the Work. Except for immediate action to contain any Release of any Hazardous Substance and except for interim handling and storage of Project Hazardous Waste, Contractor shall not take any action as to any matter in (i), (ii), (iii), (iv) or (v) without the prior written approval of Town and Town shall have the right to elect to control and carry out any such action or matter.

6. Other Asbestos. Contractor and each Subcontractor and Sub-subcontractor to comply with all requirements of Environmental Law and OSHA concerning any other asbestos in the Work area.

H. Construction Site Safety Requirements: Contractor shall have sole responsibility and liability for construction site safety. Without limiting other actions in this regard, Contractor shall, and shall cause each Subcontractor and Sub-subcontractor to, comply with worker health and safety requirements in Environmental Law and OSHA. In addition, Contractor shall take all reasonable necessary and appropriate steps to assure the health and safety of persons occupying any part of the facility in which the Work site is located or in the vicinity of or passing by the Work site and shall also take all reasonable necessary and appropriate steps to protect from damage or destruction the property of Town and other persons in any part of the Facility in which the Work site is located or in the vicinity of or passing by the Work site. Among other actions in this regard Contractor shall comply with the requirements of the applicable fire code.

I. Environmental, Health and Safety Concerns by Contractor, Subcontractors or Subsubcontractors. If in the course of the Work, any environmental, health or safety concern exists or arises, whether relating to a Hazardous Substance, OSHA or otherwise, then the Work activities related to the concern must be discontinued until the concern is resolved. This means prior to disturbing a suspected Hazardous Substance or otherwise interacting with a potential health or safety hazard. The Town's Project Manager must be notified immediately of the concern. Work shall not resume until approval has been provided by Town. Close coordination will be maintained between Town and Contractor so the Project schedule is impacted the least amount possible.

J. Scope of Indemnity. The indemnity in Article 13 of this Contract includes any claim by any person and Town's attorneys' fees and other costs and expenses in defending any claim by any person that Town is responsible or liable for any of the following arising from the acts or omissions of Contractor, any Subcontractor, any Sub-subcontractor or any of their employees or other workers relating to the Work: (i) any violation of Environmental Law or OSHA; (ii) any failure by Contractor, any Subcontractor or any Sub-subcontractor to perform or comply with any obligation or requirement in this Article, (iii) any Contractor Release of any Hazardous Substance; (iv) any improper disposition of any Hazardous Substance or Hazardous Waste; (v) any claim by any employee, agent, independent contractor or other worker of Contractor, any Subcontractor or

any Sub-subcontractor and any claim by any other person of personal injury, death or property damage arising from any Contractor Release of any Hazardous Substance or arising from any failure by Contractor, any Subcontractor or any Sub-subcontractor to comply with any Environmental Law or OSHA or this section.

## **ARTICLE 6**

### **PRODUCT SAMPLES, TESTS, AND CERTIFICATES**

A. The Contractor shall furnish Product Samples of all items requested or required by the Town. Product Samples shall be properly identified and submitted with such promptness as to cause no delay in Work or in the work of any other contractor and to allow time for consideration by the Town. The Town will review Product Samples.

B. Each Product Sample must be accompanied by a letter of transmittal containing the following information:

1. Date of Submission
2. Name of Project
3. Location of Project
4. Branch of Work (Specification Section Number)
5. Project Number
6. Name of Submitting Contractor
7. Name of Subcontractor

C. The Contractor shall furnish to the Town a certificate stating that material or equipment submitted complies with Contract Documents. If a certificate originates with the manufacturer, the Contractor shall endorse it and submit it to the Town together with a statement of compliance in its own name.

D. No tests, inspections or approvals performed or given by the Town or others acting for the Town or any agency of Federal, State or Local government nor any acts or omissions by the Town in administering this Contract shall relieve the Contractor from its duty to perform the Work in accordance with the Contract Documents and applicable law.

E. Unless the Town is authorized at the time of submittal to return samples at the Contractor's expense, rejected samples will be destroyed.

F. After delivery of materials, the Town may make such tests as it deems necessary, with samples required for such tests being furnished by and at the cost of the Contractor. Any test is for the benefit of the Town and shall not relieve Contractor of the responsibility for providing quality control measurements to assure that Work strictly complies with the Contract Documents. No test shall be construed as implying acceptance of materials, work, workmanship, equipment, accessories or any other item or thing.

G. On the basis of the test results, materials, workmanship, equipment or accessories may be rejected even though general approval has been given. If items have been incorporated in Work, the Town shall have the right to cause their removal and replacement by items meeting Contract

Document requirements or to demand and secure appropriate reparation to the Town from the Contractor.

## **ARTICLE 7 AS-BUILT DRAWINGS**

A. Prior to Substantial Completion, the Contractor shall complete and turn over to the Town the As-Built Drawings. The As-Built Drawings shall consist of a set of drawings which indicate all field changes that were made to adapt to field conditions, changes resulting from contract Change Orders and all buried and concealed installation of piping, conduit and utility services. All buried and concealed items both inside and outside the facility shall be accurately located on the As-Built Drawings as to depth and in relationship to not less than two permanent features such as interior or exterior wall faces. The As-Built Drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color.

B. For any changes or corrections in the Work which are made subsequent to Substantial Completion, revisions shall be submitted to the Town prior to Final Payment.

## **ARTICLE 8 SUPERINTENDENCE BY THE CONTRACTOR**

A. The Contractor shall have a competent superintendent on the site at all times during the progress of the Work. Contractor's superintendent must be acceptable to the Town. The superintendent shall have such assistants with such individual specialized competencies including, but not limited to, CPM scheduling, as may be necessary to fully understand and oversee all aspects of the Work. The superintendent and his assistants all shall be physically fit for their Work and capable of going to all locations where Work is being performed. A communication to the superintendent or his designated assistants by the Town is binding upon the Contractor. The Contractor's superintendent shall be responsible for the prevention of accidents at the site. The Commercial Construction Safety Code of the Arizona Industrial Commission shall apply to all Work, and a copy of the Code shall be available at the site.

B. The Contractor shall at all times enforce strict discipline and good order among the workers on the Project and shall not employ or continue to employ any unfit person on the Project or any person not skilled in the work assigned to him. The Contractor shall be responsible to the Town for all acts and omissions of its employees, Subcontractors, Suppliers, anyone whom the Contractor may allow to perform or inspect or supervise any Work, and their agents and employees together with anyone whom the Contractor may allow to come on the Project site. In addition, if the Contractor receives written notice from the Town to dismiss those subcontractors or employees or one who is a hindrance to proper or timely execution of the Work, the Contractor shall dismiss those employees and agrees to replace those dismissed without delay to the Project and at no additional cost to the Town.

C. The Contractor shall competently and thoroughly direct and superintend all of the Work and shall be solely responsible for all construction safety, means, methods, techniques, sequences and procedures. It shall coordinate and schedule all Work under this contract, the performance of

all its employees, Subcontractors, and Suppliers, and the timely procurement of all necessary labor, materials, equipment, supplies, and all else needed to do the Work.

## **ARTICLE 9 SUBCONTRACTS**

A. The Contractor shall supply with its bid to the Town a written list of all proposed subcontractors and suppliers. The Town will promptly reply to the Contractor in writing stating whether the Town, after due investigation, has any objection to any such proposed subcontractor or supplier. The Contractor shall not employ any subcontractor or supplier against whom the Town has reasonable objection. If, prior to the award of the Contract, the Town has a reasonable objection to any subcontractor or supplier and refuses in writing to accept such person or organization, the apparent low bidder may, prior to the award, either withdraw his bid without forfeiture of bid security or may propose an acceptable substitution thereof provided that same results in no change in the bid price. Failure of the bidder to submit an acceptable substitute in a timely manner shall render its bid nonresponsive.

B. No substitution or change shall be made by the Contractor in the subcontractor/supplier list after its submission to the Town without prior written approval by the Town. Unapproved or untimely substitutions may be cause for invalidation of the Contractor's bid in the Town's discretion, thereby rendering the Contract voidable.

C. All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate written agreement which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents, but no contractual relationship shall exist between any subcontractor or supplier of any tier and the Town, unless the Town invokes the assignment provisions of the following subsection. Upon request, the Contractor shall provide fully executed copies of any subcontracts and purchase orders to the Town.

D. The Contractor hereby assigns to the Town (and its assigns) all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by the Contractor for performance of any part of the Work, which assignment will be effective upon termination of the Contract by the Town and only as to those subcontracts and purchase orders which the Town assumes in writing. All subcontracts and purchase orders shall provide that they are freely assignable by the Contractor to the Town and its assigns. Such assignment is part of the consideration to the Town for entering into this Contract with the Contractor and may not be withdrawn prior to final completion.

E. The Town may require each proposed subcontractor whose subcontract will exceed \$100,000.00 to furnish a performance bond and a payment bond on Town-approved forms in the full amount of its subcontract. The Town will reimburse the Contractor for the documented cost of the subcontractor's performance bond premiums in the event the Town requires such bonds by the subcontractor.

## **ARTICLE 10 COMMUNICATIONS**

- A. All project notices, requests, instructions, modifications, approvals, and claims must be in writing, unless expressly specified otherwise in the Contract.
- B. Communications will be deemed to have been made if delivered in person or if mailed to the address designated in the Contract or otherwise agreed upon by the parties.

## **ARTICLE 11 PERMITS, TAXES, AND FEES**

- A. The Contractor shall secure and pay for any necessary building permits and for all other permits, fees, licenses and inspections necessary for the proper execution and completion of the Work, and shall immediately deliver copies to the Town. The Contractor shall be responsible for complying with all applicable Federal, State and local laws, codes, notice requirements, and regulations applicable to the site and prosecution of the Work. Contractor shall be responsible for and pay any costs associated with or arising from any non-compliance.
- B. The Contractor shall pay all taxes for and related to the Work or its portion thereof which are legally enacted at the time bids are received, whether or not yet effective.

## **ARTICLE 12 INSURANCE**

- A. Insurance Requirements: Concurrently with the execution of the Contract, the Contractor shall furnish the Town of Jerome a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the State of Arizona.
- B. Contractor, subcontractors and subconsultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.
- C. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- D. The Town in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, subcontractors or subconsultants and Contractor is free to purchase such additional insurance as may be determined necessary.

E. Minimum Scope and Limits of Insurance. Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below. The Contractor waives all rights of subrogation under the following policies.

(1) Commercial General Liability-Occurrence Form Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

|                                         |             |
|-----------------------------------------|-------------|
| General Aggregate                       | \$2,000,000 |
| Products-Completed Operations Aggregate | \$1,000,000 |
| Personal & Advertising Injury           | \$1,000,000 |
| Each Occurrence                         | \$1,000,000 |

The policy shall be endorsed to include the following additional insured language: "The Town of Jerome shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

The policy shall contain a waiver of subrogation against the Town of Jerome.

(2) Automobile Liability- Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract

|                             |             |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$1,000,000 |
|-----------------------------|-------------|

The policy shall be endorsed to include the following additional insured language: "The Town of Jerome shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor including automobiles owned, leased, hired or borrowed by the Contractor".

(3) Workers Compensation and Employers Liability

| <u>Workers Compensation</u> | <u>Statutory</u> |
|-----------------------------|------------------|
| Employers' Liability        |                  |
| Each Accident               | \$ 1,000,000     |
| Disease-Each Employee       | \$ 1,000,000     |
| Disease-Policy Limit        | \$ 1,000,000     |

(4) Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than \$5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

The policy shall contain a waiver of subrogation against the Town of Jerome.

F. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

(1) On insurance policies where the Town of Jerome is named as an additional insured, the Town of Jerome shall be an additional insured to the full limits of liability

purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

(2) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(3) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

G. Subconsultant's and Subcontractor's Insurance. Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. All coverages for subcontractors and subconsultants shall be appropriate to cover all of its work performed herein.

H. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

Town Manager  
600 Clark Street  
P.O. Box 335  
Jerome, AZ 86331

I. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed in the State of Arizona and with an A. M. Best's rating of no less than A -. The Town in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

J. Verification of Coverage

(1) Contractor shall furnish the Town Certificates of Insurance (ACORD form or equivalent approved by the Town) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. *Any policy endorsements that restrict or limit coverages shall be clearly noted on the certificate of insurance.*

(2) All certificates and endorsements are to be received and approved by the Town before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract or the signing of this Contract and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

(3) All certificates of insurance required by this Contract shall be sent directly to the Town of Jerome, Chief Financial Officer, Finance Department. The contract number and project description shall be included on the Certificates of Insurance. The Town reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

K. Approval. Any modification or variation from the insurance requirements in this Contract shall be approved by the Town, whose decision shall be final.

L. Liability Notwithstanding Insurance: Approval, disapproval or failure to act by Owner regarding any insurance supplied by Contractor or its Subcontractors shall not relieve the Contractor of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. Neither the bankruptcy or insolvency of Contractor's insurer nor any denial of liability by Contractor's insurer shall exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

### **ARTICLE 13 INDEMNIFICATION**

A. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold Owner, its officers, agents and employees, harmless for, from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent, grossly negligent or strictly liable act or omission of Contractor, its officers, agents, or employees, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Owner, its officers, agents, employees or separate contractors. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

### **ARTICLE 14 PROGRESS AND SCHEDULING**

A. Planning, scheduling and progress monitoring are essential functions of the Contractor. Within ten (10) days after the award of the Contract, the Contractor shall prepare and submit for the Town a Schedule of Values allocating the Contract Price among the various portions of the Work for purposes of progress payments. The Schedule of Values shall be substantially equivalent to AIA Forms G702 and G703 or as specified by the Town.

B. The Contractor shall also furnish the Town with a Narrative Report corresponding with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, fragmentary networks (fragnet) of delays, and an explanation of corrective action taken or proposed. If the Project is behind schedule in any month, the Contractor's Narrative Report shall indicate precisely what measurements it will take in the next thirty days to put the Work back on schedule.

C. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and shall prosecute the Work with such diligence so as to maintain the rate of progress indicated on the Progress Schedule, to prevent work stoppage, and to ensure completion of the Project within the Contract Time.

D. The Contractor shall be responsible to prepare, submit and maintain the schedules and Narrative Reports indicated above, and the failure to do so may be considered a material breach of this Contract. Any additional or unanticipated cost or expense required to maintain the schedules shall be solely the Contractor's obligation and shall not be charged to the Town.

## **ARTICLE 15 DAILY LOG**

A. The Contractor shall maintain a daily log of construction activities for each calendar day of the Contract Time, using a form approved by the Town. The Contractor shall document all activities at the Project site, including:

1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the job site, and any other weather conditions which adversely affect Work at the site;
2. Soil conditions which adversely affect Work at the site;
3. The hours of operation by Contractor and individual Subcontractor personnel;
4. The number of Contractor and Subcontractor personnel present and working at the site, by subcontract and trade, and updated schedule activity number.
5. The equipment active or idle at the site;
6. A description of the Work being performed at the site, by updated schedule activity number.
7. Any delays, disruptions or unusual or special occurrences at the site;
8. Materials received at job site; and
9. A list of all visitors at the site.

B. The Contractor shall provide copies of the daily logs to the Town on a weekly basis. The daily log does not constitute written notice to the Town when such notice is required by the Contract Documents.

## **ARTICLE 16 MISCELLANEOUS DUTIES**

A. The Contractor shall submit to the Town upon request all payrolls, reports, estimates, records and any other data concerning Work performed or to be performed and concerning materials supplied or to be supplied, as well as Subcontractor payment applications and each Subcontractor's progress payment check. The requirements of this subsection shall be provided in all contracts between the Contractor and its Subcontractors.

B. During construction and for five (5) years after Final Payment, the Contractor shall retain and shall also require all Subcontractors to retain for review and/or audit by the Town all

correspondence, meeting minutes, memoranda, electronic media, books, accounts, reports, files, time cards, material invoices, payrolls, and evidence of all communications, direct and indirect costs, and all other matters related to the bidding and performance of the Work.

C. Upon request by the Town, a legible copy or the original of any or all such records shall be produced by the Contractor at any time during or after construction as the Town may request.

D. The Contractor shall be responsible for laying out its own Work and for any damage which may occur to work of any other contractor because of the Contractor's own errors or inaccuracies. The Contractor shall also be responsible for unloading, uncrating, storing and handling all materials and equipment to be erected or placed by it, whether furnished by the Contractor or others.

E. The Contractor, Subcontractors, and Suppliers shall be responsible for taking all appropriate field measurements prior to fabrication and installation of any item. Such measurements shall be taken sufficiently in advance so as to avoid any delay or potential delay. Failure to adhere to this provision shall render such delays the responsibility of the Contractor.

F. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, wiring, conduit, ductwork, trim and other parts required for or in connection with any item or material to make a complete, serviceable, finished and quality installation shall be furnished and installed as part of the item whether or not expressly called for by the Drawings or Specifications.

G. All materials shall be shipped and stored and handled in a manner that will afford protection and ensure their being in factory-new condition at the time they are incorporated in the Work. After installation, they shall be properly protected against damage or deterioration until Final Completion of the Project.

H. When standards and specifications issued by The American Society of Testing and Materials, the American Institute of Steel Construction, the U.S. Department of Commerce (Commercial Standards), or other technical or standard setting organizations are cited in the Contract Documents, such standards or specifications (and all related standards or specifications) shall be equally as binding and have the full force and effect as though incorporated word for word. Unless otherwise specifically stated, the standards and specifications referred to shall be the latest edition or revision of such specifications that is in effect on the date of the public bid.

I. Any part of the Work damaged during installation or prior to final acceptance of Work shall be repaired so as to be unnoticeable and to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of the Work. Where this cannot be fully accomplished the damaged item or part shall be replaced. After installation, all exposed surfaces and parts of an item or of the Work shall be cleaned in a manner that will not damage the finish or any of the parts of the item, so that the completed work is left in first class condition, free of all defects. All damaged or defaced Work shall be repaired or replaced to the Town's satisfaction at the expense of Contractor.

J. The Contractor shall procure and furnish to the Town all guarantees, warranties, manuals, and spares that are called for by the specifications or that are mentioned in the manufacturer's product literature. Guaranties and warranties shall commence as of the date of Substantial Completion of the Project.

K. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Town harmless from loss on account thereof, except that the Town shall be responsible for loss attributable when a particular design, process or the product of a particular manufacturer or manufacturers is specified. If the Contractor has any reason to believe that the design, process or product specified could be an infringement of a patent, it shall be responsible for such loss unless it promptly gives such information in writing to the Town.

L. The Contractor shall limit its operations to the confines of the Project, except as necessary to connect to existing utilities, and shall not, without the prior written permission of the affected property Town, and encroach on property outside the site. Contractor shall not permit unauthorized persons or activities on the site and shall maintain the site in a safe and secure manner.

M. The Contractor shall prearrange time with the Town whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with the Town in doing Work so as to cause the least annoyance and interference with the continuous operation of the Town's business or official duties. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with the Town to avoid any disruption of operation within the building or construction or other building or utilities. In no case, unless previously approved in writing by the Town, shall utilities be left disconnected at the end of a workday or over a weekend. Any interruption of utilities, whether negligently, intentionally, or accidentally, shall not relieve the Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or subcontractor, or from responsibility for repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.

N. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. If the Contractor fails to properly clean up during construction, or if a dispute arises between the Contractor and/or separate Contractors as to their responsibility for cleaning up, the Town may clean up and charge the costs thereof to the Contractors responsible as determined by the Town. At the completion of the work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up at the completion of the work, the Town may do so and the cost thereof shall be charged to the Contractor.

## **ARTICLE 17 INSPECTION OF WORK**

A. All Work done and all materials are subject to inspection by the Town to determine if they conform to the Contract Documents. The Town shall at all times have access to the Work, including materials being fabricated or stored off site. The Contractor shall furnish at the Contractor's cost any facilities necessary for sufficient and safe access to the Work.

B. Inspections, tests, measurements, or other acts of the Town are for the sole purpose of assisting the Town in determining that the Work, materials, rate of progress, and quantities comply with the Contract Documents and/or Contractor's requests for payment. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with contract requirements nor relieve the Contractor from any of the quality, compliance and responsibility for the Work assigned to it by the Contract Documents. No inspection by the Town shall constitute or imply acceptance or waiver of rights.

C. Nonconforming Work or materials may be rejected and Contractor shall correct such rejected Work without additional compensation, even if the Work or materials have been previously inspected or accepted by the Town or even if the Town failed to observe the unsuitable Work or materials.

D. Any Work required to be inspected by the Town prior to being covered, which is covered up without prior inspection or without prior consent of the Town, must be uncovered and recovered by the Contractor, if requested by the Town, at no cost to Town, notwithstanding the provisions of the following subsection.

E. Contractor shall notify the Town in writing at least 48 hours prior to the time at which the Town must be present to perform an inspection. Failure to provide such notice will place the Contractor at risk for all consequences of non-inspection and having to uncover work.

## **ARTICLE 18 CORRECTION OF WORK**

A. If any portion of the Work is covered over contrary to the request of the Town or as required by the Contract or the applicable building standards, it must be uncovered for observation at the Contractor's expense if requested by the Town in writing.

B. If any portion of the Work, other than those portions required to be inspected by the Town prior to being covered, has been covered over, the Town may request that it be uncovered for observation. If such portion is found to be in accordance with the requirements of the Contract Documents, the cost of uncovering it shall be charged to the Town as a Change Order. If such portion is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall bear such costs.

C. The Contractor shall promptly remove from the site and replace any material or correct any Work found by the Town to be defective or failing to conform to the requirements of the Contract,

whether or not fabricated, installed or completed, and whether discovered before or after Substantial Completion. The Contractor shall bear all costs of correcting such Work or material, including the cost of necessary additional professional services and the cost of repairing or replacing all work of separate contractors or subcontractors damaged by such removal or correction. The Town shall notify the Contractor immediately in writing upon its knowledge that additional professional services will be necessary and of the extent and estimated costs of the additional services. The Town may consent to accept such Work or material with an appropriate adjustment in Contract Price.

D. If the Contractor does not promptly replace or correct such Work or material, the Town may replace or correct the Work or material, and charge or deduct the cost of removal and replacement from any monies due to the Contractor, or recover such costs from the Contractor.

E. If, within two (2) years after the date of Substantial Completion, any of the Work is found to be defective or not in accordance with the requirements of the Contract, the Contractor shall correct it promptly after receipt of a written notice from the Town to do so. If the Contractor does not promptly replace or correct such Work or material, the Town may replace or correct the Work or material, and charge or deduct the cost of removal and replacement from any monies due to the Contractor, or recover such costs from the Contractor. Nothing contained in this section shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract or the law. The obligation of the Contractor under this section shall be in addition to and not in limitation of any obligations imposed by special guaranties or warranties required by the Contract, given by the Contractor, or otherwise recognized or prescribed by law.

F. If, during the running of a guarantee or warranty period, the Contractor must perform repair work to any portion of the Work, the running of the warranty or guarantee period is tolled from the time the defect or deficiency is discovered through the time when the Contractor successfully completes all repairs and retesting and start-up activities.

## **ARTICLE 19**

### **DELAYS AND TIME EXTENSIONS**

A. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Town, or by any separate Contractor employed by the Town, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil conditions, unavoidable casualties, delays specifically authorized by the Town, or by causes beyond the Contractor's control, avoidance, or mitigation, and without any fault or negligence of the Contractor or Subcontractor or Supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time as the Town may determine that such event has delayed the critical path of the Work or individual milestone or overall completion of the Work after considering the advice of the Town, if the Contractor complies with the notice and documentation requirements set forth below. The Contractor shall pay any additional fees or costs incurred by the Town as the result of delays caused by the Contractor for circumstances not excused as provided herein.

B. Initial notice of any delay in the Work shall be made in writing to the Town immediately but in no event later than 24 hours after discovery of the event giving rise to the delay. Then, Contractor shall provide additional details of the delay in writing to the Town within seven (7) calendar days from the beginning of the delay. Failure to meet these time requirements shall absolutely bar any and all later claims. The detailed notice shall indicate the cause of the delay, the anticipated length of the delay, the probable effect of such delay upon the progress and cost of the Work, and potential mitigation plans. If the cause of the delay is continuing, the Contractor must give written notice every month at the same time it submits the updated progress Narrative Report to the Town. Within fifteen (15) days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and, if applicable, a formal written request covering an extension of time for such delay. The written request for time extension shall state the cause of the delay, the number of days' extension requested and provide a fully documented analysis of the Progress Schedule, including a fragnet and any other data demonstrating a delay in the critical path of the Work or individual milestone or the overall project completion. If the Contractor does not comply with the notice and documentation requirements set forth above, the claim for delay is absolutely barred.

C. If the Contractor incurs damages related to expenses caused by a delay for which the Town is solely responsible, which is unreasonable under the circumstances, and which was not contemplated by the parties at the time of formation of this Contract, then the parties shall attempt to reach an agreement on the Contractor's claim, provided that the Contractor has notified the Town in writing as specified above, including why the Town is believed by the Contractor to be solely responsible for the delay. Failure to provide such timely notice shall be deemed an absolute and final waiver of any rights to additional sums. Any disputes will be resolved in accordance with the Town of Jerome Procurement Code, as amended or superseded.

D. The Contractor shall have no right to claim for alleged extended or unabsorbed home office overhead; claims for delays shall be limited to provable extended site costs.

E. The date of beginning and the time for completion as specified herein are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the notice to proceed or at a preconstruction meeting, but in no event later than ten (10) days after the execution of this Contract, whichever first occurs. Said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. The time for completion of the same takes into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any extension thereof granted by the Town, then the Contractor does hereby agree to pay to Town the per diem amount specified in the Contract. This amount is agreed to be liquidated damages for such breach and not a penalty therefore. The per diem amount shall be paid for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. The amount is fixed and agreed upon by and between the Contractor and Town because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Town would in such event sustain. Said sums may be withheld by the Town from any amounts due to the Contractor from the

Town, whether as the result of this Contract or any other obligation between the Town and the Contractor.

F. The parties hereby agree that if the Contractor submits an original or updated schedule which shows the project and/or individual Milestone(s) completing earlier than required by the adjusted contractual completion date(s), the differences between the forecasted early completion and the required completion shall be considered Project-owned float available for use by both the Town and the Contractor.

G. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, using extensive crew/resource sequencing, etc. Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the adjusted Contract completion date. Since float time within the Construction Schedule is jointly owned, it is acknowledged that Town-caused delays on the project may be offset by Town-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all Town-caused time savings are exceeded and the Contract completion date or milestone date is also exceeded.

H. It is agreed that no time extensions shall be granted nor delay damages paid unless the delay is clearly demonstrated by the updated Construction Schedule current as of the month the change was issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other reasonable means.

## **ARTICLE 20 SUSPENSION OF WORK**

A. The Town may, at any time and without cause, order the Contractor in writing or cause the Contractor to suspend, delay or interrupt all or any part of the Work for such period of time as the Town may determine to be appropriate for its convenience. Equitable adjustment shall be made for any increase in the Contract Time necessarily caused by such suspension or delay by written Change Order.

## **ARTICLE 21 RIGHT TO STOP WORK**

A. If the Contractor fails to correct defective Work as required, or fails to carry out the Work in accordance with the Contract Documents, the Town by written notice, may order the Contractor to stop the Work or any portion of the Work, until the cause for the order has been eliminated to the satisfaction of the Town.

B. The Town may stop Work without written notice for 24 hours whenever in its professional opinion such action is necessary or advisable to ensure conformity with the Contract Documents. The Contractor shall not be entitled to an adjustment in the Contract Price or Contract Time under

this subsection. The right of the Town to stop the Work shall not give rise to a duty on the part of the Town to exercise this right for the benefit of the Contractor or others.

## **ARTICLE 22 CHANGES**

A. After this Contract is signed, Modifications in the Contract Price, the Contract Time or Scope of the Work may only be made by written Change Order.

B. By written directive at any time, the Town may make any changes within the general scope of the Contract or issue additional instructions, require additional or modified Work or direct deletion of Work. The Contractor shall not proceed with any change involving an increase or decrease in cost or time without prior written authorization from the Town and shall proceed in accordance with the procedures set forth in this section. If the Contractor proceeds with any change involving an increase or decrease in cost or time without written authorization as required by this paragraph, the Contractor hereby waives all rights or claims Contractor may have as a result of the change. The Town's right to make changes shall not invalidate the Contract or relieve the Contractor of any liability. Any requirement of notice of change to the Surety shall be the responsibility of the Contractor.

C. The cost or credit to the Town resulting from a change in Work shall be determined in one or more of the following ways:

1. By unit prices stated in the Contract.

2. By cost, as defined below, properly itemized and supported by sufficient, substantiating data to permit evaluation, plus a fee of ten percent (10%) of items (a) through (h) described below. Such costs shall be itemized by crafts as defined within the schedule of values and limited to the following items directly allocable to the change in the Work:

(a) Cost of materials, including delivery but excluding Subcontractor-supplied materials.

(b) Fully-burdened cost of labor, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by contractor, and worker's or workman's compensation insurance but excluding Subcontractor's labor.

(c) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, contractor must prove reasonable rental rate pursuant to actual ownership costs.

(d) Cost of Subcontracted work calculated as above and Subcontractor's Field Supervision calculated in accordance with paragraph (e) below, plus Subcontractor's insurance and bond premiums as applicable. Insurance and bond premium cost shall not exceed a total of two percent (2%) of Subcontractor's documented cost.

(e) Contractor's Field Supervision not to exceed five percent (5%) of (a), (b) and (d) above; the parties agree that this mark-up shall fully cover all contractor Field Supervision overhead.

(f) Contractor's insurance and bond premiums not to exceed a total of two percent (2%), or documented cost.

(g) Sales tax at full value.

(h) If this method of cost or credit calculation is selected, in no event shall the combined total fee including all levels or tiers of Subcontractors exceed twenty percent (20%) of the total cost of paragraphs (a), (b), (c) and (d). Field Supervision is to be excluded at all levels for the purposes of the limit imposed by this paragraph.

3. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; provided that such lump sum shall not exceed that amount calculated under item 2 above.

D. If none of the above methods is agreed upon, the Contractor shall promptly proceed with performing the change, upon receipt of a written order signed by the Town. Any dispute regarding the pricing methodology or cost of the change shall not relieve the Contractor from proceeding with the change as directed by the Town. The cost or credit to the Town shall be determined by the Town on the basis of the preceding subsection.

E. A fully executed Change Order shall be full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by the Contractor for inclusion in the Change Order is irrevocably waived.

F. In an emergency affecting the safety of life, or of the structure, or of adjoining property, the Contractor, without special instruction or authorization from the Town, is permitted to act at its discretion to prevent threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be determined in accordance with this section.

## **ARTICLE 23 PAYMENT**

A. Payments on account of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered, or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the Town by the Contractor on the current edition of AIA Documents G702 and G703, within five (5) days after end of the period. Payment Applications shall be notarized, shall be supported by such data substantiating the Contractor's right to payment as the Town may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

B. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the Town. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the Town to require fulfillment of all terms of Contract Documents.

C. The Town, within seven (7) days after receipt of the Payment Application, will either issue a Certificate for Payment for such amount as is properly due or issue written notice of the reasons for withholding such a certificate.

D. The issuance of a Certificate for Payment will constitute a representation by the Town, observations at the site and the data comprising the Application for Payment, that the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his certificate); and that the Contractor is entitled to payment in the amount certified.

E. Payment may be withheld in whole or in part to protect the Town on account of:

1. Unsatisfactory job progress as determined by the Town.
2. Defective Work or materials not remedied.
3. Disputed Work or materials.
4. Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
5. Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.
6. A reasonable doubt as determined by the Town that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
7. The Contractor's failure to perform any of its contractual obligations under the Contractor Documents, or any other Contract with the Town.
8. Deficiencies or claims asserted by Town against Contractor arising from any other project. Within fourteen (14) days following the receipt of the Certificate of Payment, the Town shall pay to the Contractor the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the Town until the Contract is 50% completed at which time the retainage shall be reduced to 5%; provided that: (a) the Contractor is making satisfactory progress on the Contract; and (b) in the Town's sole judgment, there is no specific cause or claim requiring a greater amount than 5% to be retained. Thereafter, the Town shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The Town's sole judgment concerning the satisfactory progress of the Work shall be final.

F. Within sixty (60) days after the issuance of the Certificate of Final Completion by the Town and receipt of all other documents required by the Contract, all retained amounts shall be paid to Contractor as part of Final Payment:

1. The Final Payment shall not become due until the Contractor delivers to the Town full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.

2. If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the Town all monies that the latter may be compelled to pay in discharging such claim including all costs, interest and attorneys' fees.

G. If any payment of the Contract Price is not made within thirty (30) days and without just cause, interest shall thereafter accrue on the unpaid principal balance at the minimum rate allowed by state law (A.R.S. § 44-1201) on the due date.

## **ARTICLE 24 WARRANTY**

A. The Contractor warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be free from faults and defects and in strict conformance with the Contract Documents.

B. Neither provision of manufacturers' warranties nor Final Payment nor use or occupancy of all or a portion of the Premises by the Town shall constitute an acceptance of Work not performed in accordance with the Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibility for faulty materials and workmanship.

C. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Town takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Town takes possession.

D. The Contractor or its sureties shall remedy any defects in the Work and any resulting damage to the Work or the Work of others at its own expense.

E. The Contractor shall be liable for correction of all damage resulting from defective Work. If the Contractor fails to remedy any defects or damage, the Town may correct the Work or repair the damages and the cost and expense incurred in such event shall be paid by or be recoverable from the Contractor.

F. The warranties provided in this section shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

## **ARTICLE 25**

### **SUBSTANTIAL COMPLETION**

A. When the Contractor requests a Substantial Completion Inspection for the Work or a designated portion thereof, the Town shall determine the validity of the request. A list of items to be completed or corrected shall be prepared by the Contractor and presented to the Town with the request for inspection. By submitting a request for Substantial Completion Inspection the Contractor thereby certifies that it has performed a thorough inspection of the Project in preparing the list of items to be completed or corrected, has consulted with its subcontractors, and that the remaining incomplete or defective work shall be completed within thirty (30) days of submission of the request. The Town shall evaluate the Contractor's request and list of uncompleted items and, if appropriate in their judgment, add to or delete items from the list necessary to complete the work. The failure to include items on any punch list shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. By submitting a request for Substantial Completion Inspection, the Contractor thereby certifies that the remaining incomplete or defective Work required by the Contract Documents shall be completed within thirty (30) days.

B. If the Town, on the basis of Substantial Completion inspection, determines that the Work has been substantially completed in accordance with the Contract Documents, then the Town will prepare a Certificate of Substantial Completion, which shall establish the date of Substantial Completion; shall state the responsibilities of the Contractor for remaining punchlist items, maintenance, heat and utilities, security, and damage to the work; and shall fix the time, not to exceed thirty (30) days, within which the Contractor shall complete the punch list. The Certificate of Substantial Completion shall be submitted by the Town to the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate. The Project shall not be deemed substantially complete until the Certificate is issued irrespective of Town occupancy.

## **ARTICLE 26**

### **FINAL INSPECTION**

A. When the Contractor submits in writing to the Town a request for a final inspection of the Work, the Town shall determine the validity of the request. Following the inspection, if there are items to be completed or corrected, the Town will determine the dollar value to be withheld in accordance with the retainage provisions of the Contract. In the event that the Contractor has not completed the punch list items within the time designated in the Certificate of Substantial Completion, the Town retains the right to have these items corrected at the expense of the Contractor, including all architectural, engineering and inspection costs and expenses incurred by the Town.

B. The Town shall not be required to release the retainage until such items have been completed and inspected.

**ARTICLE 27**  
**ASSIGNMENT OF CLAIMS**

A. The Town and Contractor recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by Town. Therefore, the Contractor hereby assigns to Town any and all claims for such overcharges. The Contractor in all subcontracts shall require all Subcontractors to likewise assign all claims for overcharges to the Town.

**ARTICLE 28**  
**DISPUTES**

A. All of Contractor's claims and disputes shall first be referred to the Town for initial determination, by written notice, not more than seven (7) days from the occurrence of the event which gives rise to the dispute, or not more than seven (7) days from the date that the Contractor knew or should have known of the problem. Unless the claim is made in accordance with these time requirements, it is irrevocably waived. The Town shall render a written decision within a reasonable time. The Town's decision may be reviewed in accordance with Town of Jerome Procurement Code, as amended or superseded. Any claim not timely filed or not complete at the time of filing is irrevocably waived.

B. Any failure of the Town to make a decision within the time limit set forth shall not be construed as acquiescence in all or any part of the Contractor's claim for relief. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any claims and controversy proceedings, and the Town shall continue to make payments to the Contractor in accordance with the Contract Documents.

**ARTICLE 29**  
**FORUM**

A. No suit or action shall be commenced hereunder by any claimant other than in the Superior Court of Arizona in Yavapai County, and only after all contractual and administrative procedures have been fulfilled. By submitting a bid for this project, Contractor agrees to be bound by the Town of Jerome Procurement Code Dispute Resolution Procedures and waives any objections to those procedures.

**ARTICLE 30**  
**TERMINATION BY THE TOWN**

A. This Contract may be terminated by the Town under the conditions stated in A.R.S. § 38-511.

**ARTICLE 31**  
**TERMINATION FOR CAUSE**

A. The Town may terminate the Contract upon the occurrence of any one or more of the following events:

1. If the Contractor refuses or fails to prosecute the Work, or any separable part, with such diligence as will ensure its completion within the Contract Time; or if the Contractor fails to complete the Work within the Contract Time;

2. If the Contractor or any of its key subcontractors is adjudged a bankrupt or insolvent or makes a general assignment for the benefit of creditors, or if the Contractor or any of its key subcontractors or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning the Contractor or any of its key subcontractors, or if a trustee or receiver is appointed for the Contractor or any of its key subcontractors or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest or any of its key subcontractors does not provide adequate assurance of future performance in accordance with the Contract within ten (10) days after receipt of a request for assurance from the Town;

3. If the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment;

4. If the Contractor fails to make prompt payments to subcontractors or suppliers at any tier, or for labor, materials or equipment;

5. If the Contractor fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;

6. If the Contractor fails to follow any reasonable instructions by the Town;

7. If the Contractor performs Work which deviates from the Contract Documents, and neglects or refuses to correct rejected Work; or

8. If the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the Town determines that sufficient cause exists to justify the action, the Town may terminate the Contract without prejudice to any other right or remedy the Town may have, after giving the Contractor and its Surety seven (7) days' notice by issuing a written Declaration of Default. The Town shall have the sole discretion to permit the Contractor to remedy the cause for the contemplated termination without waiving the Town's right to terminate the Contract.

B. If the Contract is terminated, the Town may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The Town may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor, without liability to the Contractor. In exercising the Town's right to prosecute the completion of the work, the Town may also take possession of all materials and equipment stored at the site or for which the Town has paid the Contractor but which are stored elsewhere, and finish the Work as the Town deems expedient. In

such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

C. If the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work, and all Town damages including liquidated damages and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work it performed and a reasonable allowance for overhead and profit. If such costs exceed the unpaid balance, the Contractor shall immediately upon demand pay the difference to the Town. In exercising the Town's right to prosecute the completion of the Work, the Town shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work, and the Town shall not be required to obtain the lowest figure for Work performed in completing the contract. If the Town takes bids for remedial Work or completion of the project, the Contractor shall not be eligible for the award of such contracts.

D. If the Contract is terminated, the Town may demand that the Contractor's Surety take over and complete the Work on the Contract. The Town may require that in so doing, the Contractor's Surety not utilize the Contractor in performing the Work. Upon the failure or refusal of the Contractor's Surety to take over and begin completion of the Work within 20 days after the demand, the Town may take over the Work and prosecute it to completion as provided above.

E. The Town shall have the option of requiring any, all or none of the Subcontractors to perform according to their subcontracts and may assign any or all of the subcontracts to a general contractor selected to complete the Work.

F. If the Town takes over the Work, unexecuted orders entered into by the Contractor for performance of any part of the Work will be effective upon acceptance by the Town in writing and only as to those subcontracts and purchase orders which the Town designates in writing.

G. The Contractor shall be liable for any damage to the Town resulting from the termination or from the Contractor's refusal or failure to complete the Work, and for all costs necessary for repair and completion of the Project over and beyond the amount of the Contract. The Contractor shall be liable for all legal fees and costs required to enforce the provisions of the Contract.

H. If the Town terminates the Contract, the Contractor shall remain liable for liquidated damages for delay until such reasonable time as may be required for final completion of the Work. Such damages shall be in addition to and not in lieu of any other damages sustained by Town in completing the Work.

I. In the event the Contract is terminated, the termination shall not affect any rights of the Town against the Contractor. The rights and remedies of the Town under this section are in addition to any other rights and remedies provided by law or under this Contract. Any retention or payment of monies to the Contractor by the Town will not release the Contractor from liability.

J. If the Contract is terminated under this section, and it is determined for any reason that the Contractor was not in default under the provisions of this Section, the termination shall be deemed

a Termination for Convenience of the Town and, the rights and obligations of the parties shall be determined in accordance with the following section.

## **ARTICLE 32**

### **TERMINATION FOR CONVENIENCE OF THE TOWN**

The Town, by written notice to the Contractor, may terminate this Contract in whole or in part when sufficient appropriated or other funds are not available or in the sole discretion of the Town it is in the Town's best interest. In such case, the Contractor shall be paid for all Work executed and reasonable termination expenses, and a reasonable allowance for profit and overhead on Work done, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by other contract payments previously made to the Contractor and as further reduced by the value of the Work as yet not completed. The Contractor shall not be entitled to profit and overhead on Work, which was not performed.

## **ARTICLE 33**

### **ASSIGNMENT OF CONTRACT**

Contractor shall not assign any amount or part of the Contract or any of the funds to be received under the Contract unless Contractor has the prior written approval of the Town and the Contractor's Surety has been given notice and has given written consent to any such assignment.

## **ARTICLE 34**

### **LAW TO GOVERN**

This Contract is made under and shall be construed in accordance with the laws of the State of Arizona. If any portion of this Contract is found to be unenforceable the rest and remainder of the Contract shall remain in full force and effect so as to effectuate the intent of the parties. Each party acknowledges that it has had an opportunity to review this Contract with counsel and this document shall be construed fairly and equitably so as to effectuate the intention of the parties irrespective of who is determined to have been the drafter of the document.

## **ARTICLE 35**

### **E-VERIFY REQUIREMENTS**

To the extent applicable under A.R.S. §41-4401, the Contractor and its subcontractors or subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. §23-214(A). The Contractor's or its subcontractor's or subconsultant's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

## **ARTICLE 36**

### **FEDERAL IMMIGRATION LAWS AND REGULATIONS**

Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Consultant acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the Town retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

### **ARTICLE 37 ISRAEL**

Pursuant to A.R.S. § 35-393.01, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel, or any entity that does business in Israel or any territories controlled by Israel.

### **ARTICLE 38 FORCED LABOR OF ETHNIC UYGHURS**

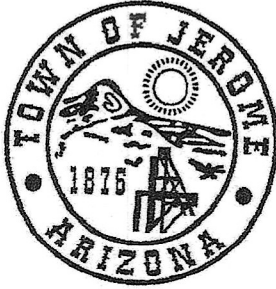
Pursuant to A.R.S. § 35-394, Contractor certifies that it does not, and will not for the duration of the Contract, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China..

**END OF SECTION**

**EXHIBIT B  
TO  
CONSTRUCTION CONTRACT  
BETWEEN  
TOWN OF JEROME  
AND  
LONGFELLOW EXCAVATING LLC**

(Contractor Bid Forms)

See following pages.



# INVITATION FOR BIDS

## Bid Due Date Extended From 05/18/2026 – 06/17/2026

Town of Jerome  
Post Office Box 335  
Jerome, Arizona 86331

### SOLICITATION INFORMATION AND SCHEDULE

**Solicitation Title:** School Street Regulator Replacement Project  
**Solicitation Number:** TOJ-2026-02

**Release Date:** 4/21/26

**Advertisements:** Verde Independent Newspaper and Town of Jerome website at  
<https://www.jerome.az.gov/bids-rfps-and-auctions>

**Non-Mandatory Prospective Bidders' Conference:**

06/20/2026, 10 AM

Jerome Town Hall

600 Clark Street

Jerome, Arizona 86331

**Final Inquiries Due:** June 11th, 2026 at 2:30 PM ST

**Bid Deadline:** June 17, 2026 at 2:30 PM MST

**Bid Opening:** June 17, 2026 at 2:30 PM MST

### SUBMISSION REQUIREMENTS

Bids must be sealed and either mailed or hand-delivered to:

Town of Jerome

Attn: Town Clerk

600 Clark Street / P.O. Box 335

Jerome, AZ 86331

Bids must be received on or before the Bid Deadline. *Late Bids will not be accepted.* Bids will be publicly opened and read aloud at the Town of Jerome at the time indicated above.

### TOWN REPRESENTATIVE

Town of Jerome (Administrative): Brett Klein, Town Manager, [b.klein@jerome.az.gov](mailto:b.klein@jerome.az.gov), (928) 634-7943

## GENERAL DESCRIPTION OF THE WORK

The Town of Jerome is soliciting the services of a qualified contractor to complete improvements to the School Street Regulator within the Town's water distribution system. The work includes removal and replacement of the existing pressure reducing valve (PRV) system, installation of a new PRV with bypass capabilities, replacement of associated waterlines, installation of valves and appurtenances, and all necessary connections to existing infrastructure. Additional work includes excavation, trenching, rock excavation as needed, traffic control, system testing, and site restoration. The project is intended to improve system reliability, stabilize water pressure, and enhance distribution performance for a significant portion of the Town.

Plans, specifications, full bid documents and any additional amendments may be obtained by visiting the Town of Jerome's website at <https://www.jerome.az.gov/bids-rfps-and-auctions>

## ATTENTION

- The Town reserves the right to amend the solicitation schedule as necessary.
- The Town reserves the right to reject any or all bids or to withhold award for any reason.
- Every bid shall be accompanied by a certified check, cashier's check, or bid bond equal to ten percent (10%) of the bid amount as a guarantee that the contractor will enter into a contract in accordance with the plans and specifications.
- Bids shall be submitted in a sealed envelope clearly labeled:

"Town of Jerome – School Street Regulator Replacement Project"

- All times are local to Jerome, Arizona.

# SCHOOL STREET REGULATOR

3/20/2026

| Item | GROUP | DESCRIPTION                                                | QTY | UNITS | Unit Cost    | Total        |
|------|-------|------------------------------------------------------------|-----|-------|--------------|--------------|
|      |       | MOBILIZATION                                               | 1   | LS    | 500          | 500          |
| 1    | WATER | CLAVAL 4" 90.01 PRESSURE REDUCING VALVE.                   | 1   | LF    | 15,000       | 15,000       |
| 2    | WATER | CLAVAL 2" 90.01 PRESSURE REDUCING VALVE.                   | 2   | LF    | 7,000        | 14,000       |
| 3    | WATER | 2" POP OFF.                                                | 1   | EA    | 2,500        | 2,500        |
| 4    | WATER | 4" FL x PE SPOOL.                                          | 1   | EA    | 1,000        | 1,000        |
| 5    | WATER | 2" FL x PE SPOOL.                                          | 1   | EA    | 500          | 500          |
| 6    | WATER | 4" MJ SOLID SLEEVE.                                        | 1   | EA    | 500          | 500          |
| 7    | WATER | 8" INLINE VALVE LIVE TAP W/ TRAFFIC RATED VALVE BOX.       | 2   | EA    | 5,000        | 10,000       |
| 8    | WATER | 4" GATE VALVE W/ HAND WHEEL.                               | 2   | EA    | 2,500        | 5,000        |
| 9    | WATER | 2" GATE VALVE W/ HAND WHEEL.                               | 6   | EA    | 500          | 3,000        |
| 10   | WATER | 2" 90° ELBOW.                                              | 6   | EA    | 300          | 1,800        |
| 11   | WATER | 2" 4-WAY CROSS.                                            | 1   | EA    | 500          | 500          |
| 12   | WATER | 4" TO 2" TEE.                                              | 2   | LS    | 500          | 1,000        |
| 13   | WATER | 4" PIPE.                                                   | 40  | ft    | 165          | 6,600        |
| 14   | WATER | 2" PIPE.                                                   | 40  | ft    | 100          | 4,000        |
| 15   | WATER | 4" VENT PIPE, SEE DETAIL, SHEET 5.                         | 2   | EA    | 350          | 700          |
| 16   | WATER | SUMP PIT (SEE NOTE 2).                                     | 1   | LF    | 500          | 500          |
| 17   | WATER | VAULT W/ LID, SEE NOTE 1.                                  | 1   | LF    | 40,000       | 40,000       |
| 18   | WATER | 2" Pipe SUPPORT                                            | 5   | EA    | 100          | 500          |
| 19   | WATER | 4" PIPE SUPPORT                                            | 2   | EA    | 100          | 200          |
| 20   |       | CONSTRUCTION SUB TOTAL (SUM OF ITEMS 1-19)                 |     |       |              | 107,800      |
| 21   |       | UNKNOWN UTILITY RELOCATION, ROCK EXCAVATION & CONTINGENCY* |     |       |              |              |
| 22   |       | CONSTRUCTION SUB TOTAL W/CONTINGENCIES (ITEMS 20 + 21)     | 1   | LS    | \$ 25,000.00 | \$ 25,000.00 |
|      |       | SUPPORTING SERVICES: CONTRACTOR                            |     |       |              |              |
| 23   |       | TRAFFIC CONTROL                                            |     |       |              |              |
| 24   |       | SWPPP                                                      | 1   | LS    | 2,500        | 2,500        |
| 25   |       | TESTING                                                    | 1   | LS    | 2,200        | 2,200        |
|      |       |                                                            | 1   | LS    | 5,000        | 5,000        |
| 26   |       | TAX                                                        |     |       |              |              |
|      |       | Total (SUM OF ITEMS 22, 23, 24, 25, + 26)                  |     |       | 6,626.25     | 6,626.25     |
|      |       |                                                            |     |       |              | 149,126.25   |

## BID SCHEDULE NOTES:

WORK HOURS WILL BE 7 AM - 3:30 PM.

THE TOWN WILL SET STANDARD PRESSURE ONCE LINES AND VALVES ARE INSTALLED.

CONTRACTOR TO PROVIDE RATE SHEET INCLUDING UNIT RATE TO REMOVE 1CY OF ROCK EXCAVATION.

ANY ADDITIONAL WORK WILL BE PER THE RATE SHEET. ANY ADDITIONAL WORK TO BE APPROVED BY THE ENGINEER BEFORE PROCEEDING.

\*UNKNOWN UTILITY RELOCATION – IF UTILITY RELOCATION IS DEEMED NECESSARY, TOWN AND CONTRACTOR WILL JOINTLY INVESTIGATE THE SITE TO DETERMINE THE EXTENT OF RELOCATION. PAYMENT WILL BE BASED ON THE PROVIDED UNIT RATES. PRIOR APPROVAL IS REQUIRED BEFORE PROCEEDING WITH THE WORK.

\*ROCK EXCAVATION – IF ROCK EXCAVATION IS DEEMED NECESSARY, TOWN AND THE CONTRACTOR WILL THE JOINTLY INVESTIGATE THE SITE TO DETERMINE THE EXTENT OF ROCK EXCAVATION. PAYMENT WILL BE BASED ON PROVIDED UNIT RATES. PRIOR APPROVAL IS REQUIRED BEFORE PROCEEDING WITH THE WORK.

CONSTRUCTION STAKING & AS-BUILT SURVEY TO BE PROVIDED BY THE TOWN

REDLINE DRAWINGS – THE CONTRACTOR IS TO KEEP DETAILED AND CLEAN REDLINE DRAWINGS AND PROVIDE TO THE TOWN ENGINEER AT THE END OF THE PROJECT.

**EXHIBIT C  
TO  
CONSTRUCTION CONTRACT  
BETWEEN  
TOWN OF JEROME  
AND  
LONGFELLOW EXCAVATING LLC**

(Plans and Specification)

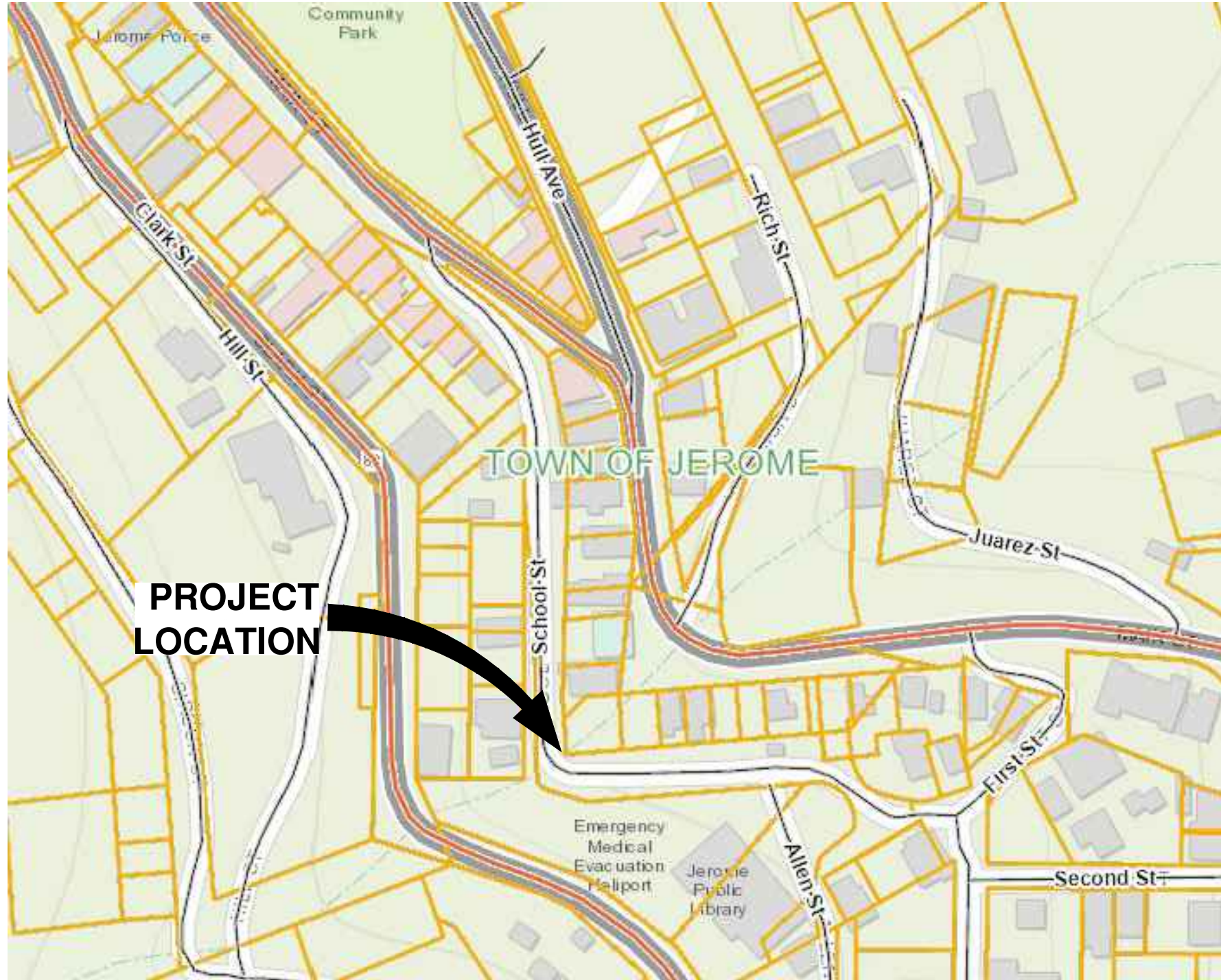
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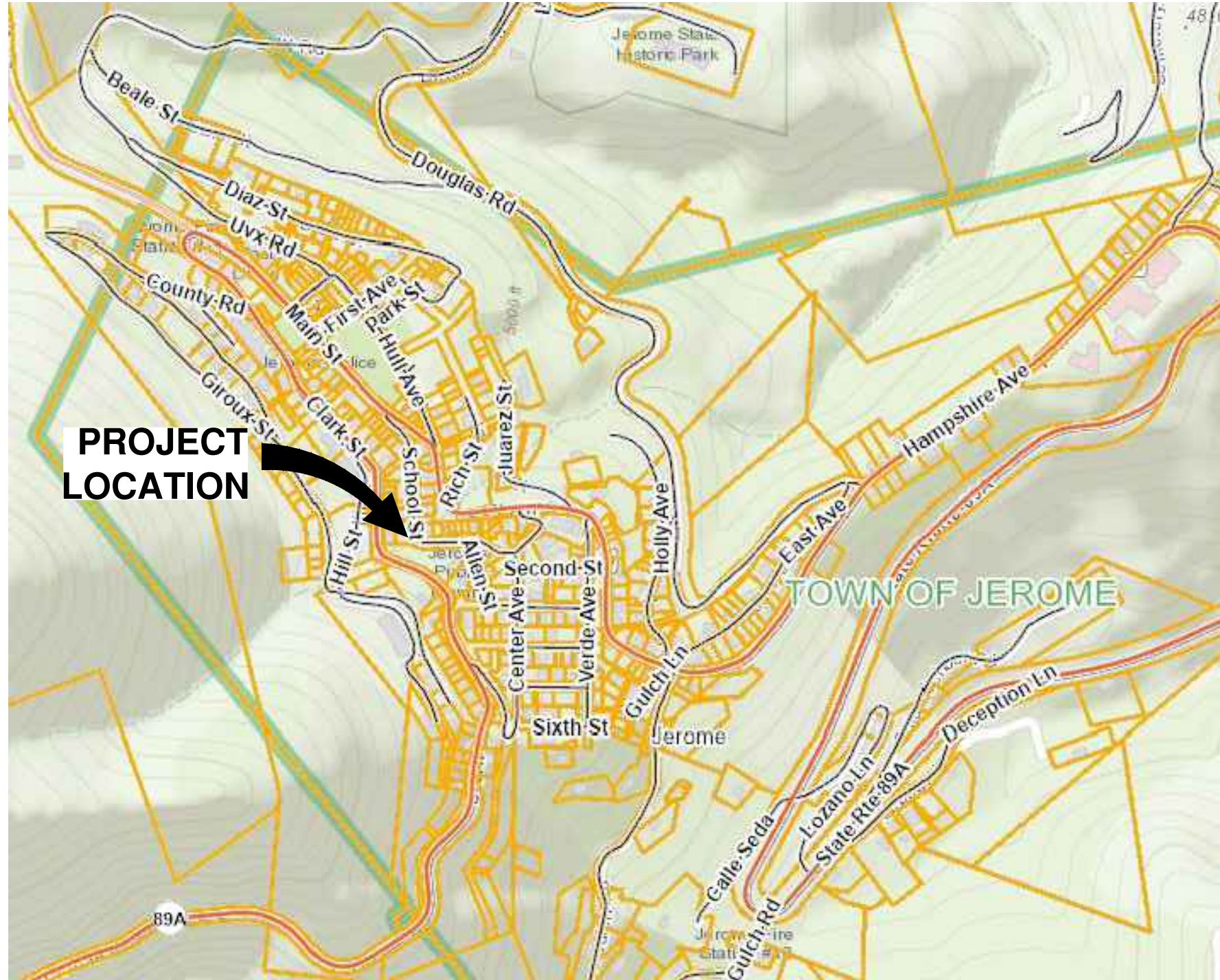
# TOWN OF JEROME

## SCHOOL ST. REGULATOR

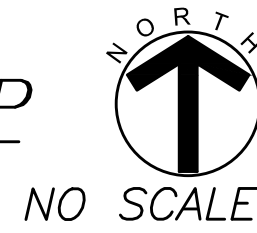
SITUATED IN THE TOWN OF JEROME  
YAVAPAI COUNTY, ARIZONA



VICINITY MAP



LOCATION MAP



**OWNER/DEVELOPER**  
BRETT KLEIN  
TOWN OF JEROME  
600 CLARK ST  
PO BOX 335  
JEROME AZ 86331  
(928) 634-7943

**ENGINEERS/SURVEYORS:**  
SEC, INC.  
825 COVE PARKWAY  
COTTONWOOD, ARIZONA 86326  
(928) 282-7787 FAX: (928) 282-0731  
CONTACT: Krishan Ginige, P.E.  
REGISTRATION NUMBERS: P.E. 49109  
R.L.S. 40829



| SEE GENERAL NOTE 3.1 PRIOR TO CONSTRUCTION                                                                                                        |         |         |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|-------------|
| TOWN OF JEROME<br>SCHOOL ST. REGULATOR                                                                                                            |         |         |             |
| <br>825 COVE PARKWAY<br>COTTONWOOD, AZ 86326<br>928-282-7787 | COVER   |         |             |
|                                                                                                                                                   | DATE    | DRAWN   | SHEET       |
|                                                                                                                                                   | 2/23/26 | IDV     | 1 OF 5      |
|                                                                                                                                                   | SCALE   | CHECKED | PROJECT NO. |
| AS SHOWN                                                                                                                                          | RN      |         | 23-0102CE   |

1 GENERAL

- 1.1 ALL PAVING, GRADING PIPING AND UTILITY LINE CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT-OF-WAY, ON PRIVATE STREETS, ACCESS WAYS, LOT GRADING, MATERIALS, AND WORKMANSHIP SHALL COMPLY WITH TOWN OF JEROME ENGINEERING STANDARDS AND SPECIFICATIONS, AND SHALL CONFORM TO THE LATEST MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) AND A.D.O.T. STANDARD DETAILS AND SPECIFICATIONS. GRADING WORK SHALL CONFORM TO MAG SPECS, THE SOILS REPORT\* AND CHAPTER 70 ENTITLED "EXCAVATION AND GRADING" OF THE UNIFORM BUILDING CODE (UBC) LATEST EDITION, SUBSECTIONS 7001 TO 7005, 7009 TO 7013, FIGURES 70-1 AND 70-2 AND AS STATED THEREIN. LOCAL MUNICIPAL STANDARD DETAILS WILL CONTINUE TO APPLY WHERE NOT ADOPTED OR INCLUDED BY MAG. THE FOLLOWING NOTES AND SPECIFICATIONS ARE HEREBY MADE A PART OF THE CONTRACT DOCUMENTS AND PROJECT SPECIFICATIONS. WHERE THERE EXISTS A CONFLICT BETWEEN THESE NOTES, MAG SPECS, UBC, THE SOILS REPORT\* OR THE PROJECT SPECIFICATIONS, THE MORE STRINGENT OF THE REQUIREMENTS SHALL GOVERN UNLESS PRIOR CLARIFICATION FROM THE ENGINEER HAS BEEN GIVEN IN WRITING TO THE CONTRACTOR. THE CONTRACTOR AS STATED HEREIN SHALL MEAN THE GENERAL CONTRACTOR AND HIS ASSOCIATED SUBCONTRACTORS. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION AND PERFORMANCE OF THE WORK OF ALL OF HIS SUBCONTRACTORS AND SUPPLIERS.
- 1.2 ALL WORK SHALL BE BID AND INSTALLED BY THE CONTRACTOR COMPLETE AND OPERATIONAL TO LINES, GRADES AND FUNCTIONS INDICATED ON ALL PLANS AND SPECIFICATIONS. PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO COMPLETE ALL PROJECT EARTHWORK AND SITE WORK INCLUDING BUT NOT LIMITED TO: SITE CLEARING, GRUBBING, DEMOLITION'S, DEBRIS REMOVALS FROM THE SITE, IMPORT AND/OR EXPORT OF SOILS AND OTHER MATERIALS TO AND FROM THE SITE, BORROW MATERIALS, TEMPORARY SOILS MATERIAL STOCKPILING, BACKFILL OF ONSITE BORROW PITS, MOVING OF MATERIALS, CUT AND FILL SLOPES, SOILS AND BANK STABILIZATION AND PROTECTION, BERMING, ROADWAY EXCAVATIONS, RELOCATION'S, STRUCTURE EXCAVATIONS, TRENCHING, ALL BACKFILLING, SITE GRADING, PAVING, PIPING, UTILITY LINE AND STORM DRAINAGE CONSTRUCTION, CURBS, SITE CONCRETE WORK AND OTHER MISCELLANEOUS SITE WORK STRUCTURES AND ITEMS INDICATED ON THE PLANS AND IN THE CONTRACT DOCUMENTS.
- 1.4 ANY QUANTITIES SHOWN ON PLANS ARE NOT VERIFIED BY THE ENGINEER. QUANTITIES ARE APPROXIMATE ONLY AND INTENDED AS A GUIDE FOR ESTIMATING PURPOSES. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING HIS OWN QUANTITY TAKE OFF'S. THE CONTRACTOR SHALL VISIT THE SITE AND REVIEW THE SOILS CONDITIONS AND THE SOILS REPORT\* WITH THE SOILS ENGINEER PRIOR TO BIDDING THIS PROJECT. ANY DISCREPANCIES IN SITE MATERIALS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER 7 DAYS MINIMUM PRIOR TO BIDDING FOR REVIEW. ALL SHRINK OF EARTH MATERIAL OR EXCESS MATERIAL FROM UTILITY TRENCHES AND FOUNDATIONS SHALL BE INCLUDED IN THE CONTRACTOR'S BID.
- 1.5 THE ENGINEER MAY REQUIRE THE SUBMITTAL OF A "CERTIFICATE OF COMPLIANCE" AND/OR "MANUFACTURER'S GUIDELINES" FOR ANY MATERIALS USED IN THE WORK. MANUFACTURER'S GUIDELINES SHALL CONSIST OF WRITTEN INSTRUCTIONS FOR SHIPPING, HANDLING, UNLOADING, CUTTING, JOINING, INSTALLATION, STORAGE, AND/OR ANY OTHER FACETS OF CONSTRUCTION
- 1.6 THE ENGINEER MAY REQUIRE ANY MATERIALS USED IN THE WORK TO BE TESTED ACCORDING TO MASHTO AND ASTM STANDARDS. THE CONTRACTOR SHALL, AT HIS EXPENSE, SUPPLY CERTIFICATES OR RESULTS OF TESTING.
- 1.7 ALL WORK AND MATERIALS NOT CONFORMING TO SPECIFICATIONS OR PERFORMED WITHOUT THE CONSENT OF THE OWNER OR HIS REPRESENTATIVE WILL BE SUBJECT TO REJECTION BY THE OWNER AND/OR ENGINEER AND REPLACED AT THE CONTRACTOR'S EXPENSE.
- 1.8 THE CONTRACTOR SHALL GUARD AGAINST DAMAGE DURING CONSTRUCTION TO ADJACENT PROPERTIES, FENCES, WALLS AND UTILITY EQUIPMENT. ANY ITEMS DAMAGED BY CONSTRUCTION SHALL BE REPLACED WITH SAME KIND OR BETTER AT CONTRACTOR'S EXPENSE.
- 1.9 NO CONSTRUCTION SHALL BEGIN UNTIL CONFLICTING UNDERGROUND UTILITY MITIGATING CONSTRUCTION IS COMPLETED, IF ANY, AND UNTIL PIPE SLEEVES AND SERVICE STUBS TO ALL BUILDINGS OR LOTS HAVE BEEN EXTENDED.
- 1.10 NO EXISTING SURVEY MONUMENTATION SHALL BE REMOVED OR DISTURBED BY THE CONTRACTOR WITHOUT NOTIFICATION AND APPROVAL OF THE PROJECT SURVEYOR. THE CONTRACTOR SHALL CONTACT THE PROJECT SURVEYOR FOR THE SETTING OF REFERENCE POINTS 48 HOURS PRIOR TO DISTURBING OR REMOVING ANY MONUMENTS. THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR COSTS TO REESTABLISH MONUMENTATION OR CONTROLS REMOVED WITHOUT PRIOR NOTICE AND APPROVAL.
- 1.11 TRAFFIC CONTROL SHALL CONFORM TO THE LOCAL MUNICIPAL ADOPTED STANDARDS.
- 1.12 THESE PLANS ARE SUBJECT TO THE INTERPRETATION OF THE INTENT BY THE ENGINEER. ANY QUESTIONS REGARDING THESE PLANS MUST BE GIVEN TO THE ENGINEER AND YOU MUST HAVE RECEIVED A RESPONSE TO THE QUESTION. ANYONE WHO TAKES IT UPON THEMSELVES TO MAKE AN INTERPRETATION OF THE DRAWINGS OR MAKES REVISIONS TO THE SAME WITHOUT CONFERRING WITH THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE CONSEQUENCES THEREOF.
- 1.13 CONTRACTOR SHALL COORDINATE HIS WORK WITH THE DESIGN ENGINEER, OWNER, PUBLIC UTILITY COMPANIES AND OTHER ASSOCIATED TRADES ON AND ADJACENT TO THE PROJECT SITE. COORDINATE INSTALLATION OF ALL PUBLIC AND PRIVATE UNDERGROUND UTILITY PIPES, CONDUITS AND PIPE SLEEVE SIZES AND LOCATIONS PRIOR TO THEIR PLACEMENT. INSTALLATION: THE CONTRACTOR IS RESPONSIBLE FOR SETTING CAPPED SLEEVES AND PROVIDING TYPE 1 COMPACTION IN ALL BACKFILLED TRENCHES IN PAVED AREAS AND EASEMENTS. PROVIDE TRACER WIRE AND MARKER AT GRADE LEVEL FOR FUTURE LOCATING.
- 1.14 CONTRACTOR SHALL BE RESPONSIBLE FOR FINANCIAL REIMBURSEMENT TO THE OWNER AND ENGINEER FOR THE FOLLOWING ADDITIONAL ENGINEERING SERVICES SHOULD THEY OCCUR, AND SUCH A/E DESIGN SERVICES WILL BE DEDUCTED FROM CONTRACTOR'S FINAL PAYMENTS BY THE OWNER.

- A. REINSPECTION, COORDINATION AND EXTRA TESTING OR RETESTING COSTS INCURRED BECAUSE OF IMPROPER OR FAULTY CONSTRUCTION. ONE TIME TESTING AND INSPECTION IS PROVIDED FOR BY THE OWNER. ALL OTHER TESTING IS THE CONTRACTOR'S RESPONSIBILITY.
- B. ADDITIONAL STAKING NOT INCLUDED IN CONTRACT OR RESTAKING AS REQUESTED BY CONTRACTOR.
- C. CHANGES AND SUBSTITUTIONS IN MATERIALS CONSTRUCTION METHODS, REQUESTED BY THE CONTRACTOR, THAT MUST BE REVIEWED, RECALCULATED OR APPROVED BY ENGINEER.
- D. ENGINEERING DESIGN SERVICES REQUESTED BY THE CONTRACTOR OR CAUSED BY ERRORS OR OMISSIONS BY THE CONTRACTOR.
- E. ANY ENGINEERING DESIGN APPROVED BY OTHERS AND SUBMITTED FOR REVIEW. THESE SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN ARIZONA.

ANY DIFFERENCE BETWEEN PLANS AND SPECIFICATIONS AND QUESTIONS AS TO THEIR MEANING SHALL BE DETERMINED PRIOR TO AWARD OF THE CONTRACT AND SHALL BE INTERPRETED BY THE ENGINEER. THE GENERAL INTENT AND MEANING OF THE PLANS AND SPECIFICATIONS WILL GOVERN AND SHALL NOT WARRANT ANY ADDITIONAL COMPENSATION TO THE CONTRACTOR. THE ENGINEER WILL PROVIDE FULL INSTRUCTIONS WHEN DISCREPANCIES ARE DISCOVERED IN THE DOCUMENTS.

- 1.16 THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LIMITS OF THE WORK AREA FOR ALL PHASES OF THE WORK PRIOR TO BEGINNING CONSTRUCTION OF THOSE PHASES. ALL CONSTRUCTION LIMITS, AREAS OF WORK, SETBACKS, PERIMETERS, ADJACENT PROPERTY LINES, BOUNDARIES, AND OTHER CRITERIA DEFINING THE LIMITS OF THE CONTRACTOR'S WORK AREA AND LIMITS, SHALL BE STAKED BY THE CONTRACTOR'S SURVEYOR PRIOR TO CONSTRUCTION OR LEAVING OF THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH THE EXTENT OF WORK TO BE DONE IN EACH SEPARATE PHASE OF THE PROJECT, AND ANY WORK NECESSARY IN INACTIVE PHASES REQUIRED TO DEEM THE ACTIVE PHASES FINISHED, SAFE, AND SERVICEABLE.
- 1.17 THE CONTRACTOR OR SUBCONTRACTORS SHALL NOT DEViate FROM THESE PLANS OR MAKE FIELD CHANGES WITHOUT REQUESTING THE ENGINEER TO PROVIDE, IN WRITING, THE APPROVAL OF THESE MODIFICATIONS. ANY CHANGES MADE WITHOUT APPROVAL OF THE DESIGN ENGINEER ARE SUBJECT TO REMOVAL AT THE EXPENSE OF THE CONTRACTOR.
- 1.18 THE DESIGN ENGINEER RESERVES THE RIGHT TO MAKE MINOR FIELD MODIFICATIONS TO GRADES AND STRUCTURE DESIGNS TO ACCOMMODATE FIELD CONDITIONS FOUND ON SITE. THIS INCLUDES BUT IS NOT LIMITED TO MINOR MODIFICATIONS TO GRADE, ALIGNMENT, SLOPE OR STRUCTURE LOCATIONS. THE ENGINEER SHALL HAVE THE RIGHT TO MAKE SUCH CHANGES IN WRITING IN THE LOCATION AND QUANTITIES OF WORK AS MAY BE DEEMED ADVISABLE.
- 1.19 NO JOB WILL BE CONSIDERED COMPLETE UNTIL FINE GRADING IS COMPLETE AND ALL CURBS, PAVEMENT AND SIDEWALKS HAVE BEEN SWEEP CLEAN OF ALL DIRT AND DEBRIS, ALL SURVEY MONUMENTS ARE INSTALLED AND ALL VALVES, MANHOLES AND BOXES HAVE BEEN ADJUSTED ACCORDING TO THE PLANS AND STANDARD DETAILS.
- 1.20 EXISTING GRADES INDICATED ON PLANS ARE BASED ON PREGRADING CONDITIONS. LOSSES IN MATERIAL DUE TO SHRINKAGE OF MATERIAL, DEMOLITION OF EXISTING SITE FEATURES, CLEARING AND GRUBBING OF THE SITE SHALL BE INCLUDED IN CONTRACTOR'S BID.
- 1.21 SHOP DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR PER MAG SECTION 105.2.

2 PERMITS

- 2.1 CONTRACTOR SHALL OBTAIN ALL PERMITS AT HIS OWN EXPENSE FROM LOCAL MUNICIPAL AND AIR POLLUTION CONTROL AUTHORITIES PRIOR TO BEGINNING CONSTRUCTION.
- 2.2 REQUIRED PERMITS SHALL BE SECURED BY THE CONTRACTOR FROM THE APPROPRIATE AGENCIES. A.D.O.T. REQUIRES THAT A PERMIT BE ISSUED FROM THEIR OFFICE FOR ANY WORK WITHIN STATE RIGHT-OF-WAY. FEDERAL PERMITS, UTILITY CO. AND OTHER PERMITS MAY BE REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS PRIOR TO NEW CONSTRUCTION, EXTENSION TO, OR MODIFICATION OF WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION OR INDIVIDUAL SEWAGE TREATMENT SYSTEM. A RIGHT-OF-WAY PERMIT, ISSUED BY THE TOWN, IS REQUIRED FOR ANY EXCAVATION OR GRADING (INCLUDING PLACEMENT OF FILL). PRIOR TO CONSTRUCTION THE APPROPRIATE AGENCIES SHALL BE NOTIFIED BY THE CONTRACTOR AS REQUIRED BY THE PERMITS.
- 2.3 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AT HIS OWN EXPENSE ALL APPROPRIATE INSURANCE FORMS FOR PERMIT REQUIREMENTS.
- 2.4 IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ARRANGE FOR THE RELOCATION AND RELOCATION COSTS, IF ANY, OF ALL UTILITIES, AND SUBMIT A UTILITY RELOCATION SCHEDULE TO THE MUNICIPALITY AND DESIGN ENGINEER PRIOR TO CONSTRUCTION. ALL PUBLIC UTILITY EQUIPMENT POLES, BOXES, STRUCTURES AND MUNICIPAL UTILITY COMPANY EQUIPMENT SHALL BE RELOCATED BY THE APPROPRIATE UTILITY COMPANY OR MUNICIPALITY BEFORE ANY WORK IS STARTED.

3 APPROVALS

- 3.1 THE CONTRACTOR IS TO USE ONLY THAT OFFICIAL CONSTRUCTION SET OF DRAWINGS WHICH CONTAINS THE APPROVAL OF THE GOVERNMENT AGENCY/UTILITY SIGNED ON THE COVER SHEET OF THE PLANS. THE CONTRACTOR SHALL NOT PLACE BIDS OR START CONSTRUCTION ON A SET OF DRAWINGS UNSIGNED BY THE GOVERNMENT AGENCY AND/OR MARKED "NOT FOR CONSTRUCTION".

4 RECORD DRAWINGS

- 4.1 IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AND KEEP AN UPDATED RECORD SET OF AS-BUILT INFORMATION DRAWINGS IN GOOD CONDITION ON THE JOB SITE AND PROVIDE THE DESIGN ENGINEER AT COMPLETION OF THE WORK, WITH THE RECORD SET SHOWING FIELD VERIFIED LOCATIONS OF ALL VALVES, BOXES, MANHOLES, UTILITY POLES, PIPE SLEEVES, UTILITY ENCASEMENT AND OTHER UTILITY LINES AND EQUIPMENT ABOVE AND BELOW GROUND WHICH THE CONTRACTOR ENCOUNTERS AND INSTALLS IN HIS AREA OF WORK.
- 4.2 ACCEPTANCE OF THE COMPLETED PAVING, GRADING OR UTILITY INSTALLATION WILL NOT BE GIVEN UNTIL REPRODUCIBLE AS-BUILT PLANS HAVE BEEN SUBMITTED BY THE ENGINEER AND APPROVED BY THE LOCAL GOVERNING AGENCY.

5 OBSERVATION

- 5.1 ALL MATERIALS USED AND ALL WORK DONE BY THE CONTRACTOR SHALL BE SUBJECT AT ALL TIMES TO THE INSPECTION, TESTING AND APPROVAL OF THE ENGINEER AND GOVERNING AGENCY. SPECIAL INSPECTION AND TESTING SERVICES SHALL BE PROVIDED AT THE OWNER'S EXPENSE, AS REQUIRED BY THE TOWN ENGINEER.
- 5.2 THE CONTRACTOR SHALL CONTACT THE APPROPRIATE PUBLIC UTILITY COMPANIES FOR INSPECTION OF TRENCHING, BEDDING AND BACKFILLING DONE IN CONJUNCTION WITH INSTALLATION OF THOSE UTILITIES ON THIS PROJECT.
- 5.3 SUBMITTAL OF AN ENGINEER'S CERTIFICATE OF COMPLETION IS REQUIRED BY A.D.E.Q. FOR ALL WATER AND SEWER SYSTEM CONSTRUCTION. RELATED INSPECTION AND TESTING SHALL BE PROVIDED BY THE OWNER'S ENGINEER AT THE OWNER'S EXPENSE.
- 5.4 SOILS COMPACTION TEST RESULTS MUST BE SUBMITTED TO THE ENGINEER'S OFFICE FOR ALL FILL MATERIAL FOR ROADS, TRENCH BACKFILL AND SITE FILL MATERIALS UNDER SLABS AND STRUCTURES. NO FILL MATERIALS SHALL BE PLACED WITHOUT TESTING DURING PLACEMENT. NO EARTH MATERIAL SHALL BE PLACED WITHOUT APPROVAL OF THE PREVIOUS LIFTS. THE CONTRACTOR SHALL SUBMIT ALL TEST RESULTS TO THE DESIGN ENGINEER AND GOVERNMENTAL AGENCIES.
- 5.5 CONTRACTOR SHALL SUBMIT A SCHEDULE, APPROVED IN WRITING BY A QUALIFIED CONSULTING TESTING AGENCY, FOR FREQUENCY, LOCATION AND TYPE OF ALL PROJECT TESTING. THE CONTRACTOR WILL BE RESPONSIBLE FOR SCHEDULING AND COORDINATION OF ALL TESTING INCLUDING THE FOLLOWING ITEMS WHICH SHALL BE TESTED IN ACCORDANCE WITH MAG SPECIFICATIONS...
1. SUBGRADE COMPACTION
  2. BASE COURSE COMPACTION
  3. ASPHALT PAVEMENT MIX DESIGN QUALITY
  4. CONCRETE STRENGTH
  5. TRENCH BEDDING AND BACKFILL
  6. TESTING FOR UTILITIES, PIPING AND DRAINAGE SYSTEMS

- 5.6 THE TOWN SHALL BE NOTIFIED BY THE CONTRACTOR 24 HOURS PRIOR TO BEGINNING DIFFERENT PHASES OF CONSTRUCTION SO THAT CITY INSPECTIONS MAY BE SCHEDULED.

6 FINAL ACCEPTANCE

- 6.1 FINAL ACCEPTANCE OF THE CONSTRUCTION, BY THE TOWN ENGINEER, IS REQUIRED BEFORE RELEASING OF A PERMIT AND OR TRANSFERRING OWNERSHIP OF THE IMPROVEMENTS TO THE CITY.
- 6.2 APPROVAL OF A PORTION OF THE WORK IN PROGRESS DOES NOT GUARANTEE ITS FINAL ACCEPTANCE. TESTING AND EVALUATION MAY CONTINUE UNTIL WRITTEN FINAL ACCEPTANCE OF A COMPLETE WORKABLE UNIT. ACCEPTANCE OF COMPLETED IMPROVEMENTS WILL NOT BE GIVEN UNTIL DEFECTIVE OR UNAUTHORIZED WORK IS REMOVED, AND FINAL CLEANUP IS COMPLETE.

7 UTILITIES

- 7.1 A UTILITY COORDINATION MEETING SHALL BE COORDINATED BY THE CONTRACTOR PRIOR TO THE START OF ANY WORK. ALL UTILITY ISSUES SHALL BE ADDRESSED IN ACCORDANCE WITH MAG SECTION 105.6.
- 7.2 LOCATION OF UNDERGROUND UTILITIES SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ARS 40-360.22 PRIOR TO ANY EXCAVATION. BLUE STAKE SHALL BE CALLED AT 1'-800'-STAKE-IT FOR ACCURATE LOCATION OF UTILITIES AS NECESSARY AND PRIOR TO ANY EXCAVATION. UTILITIES IF INDICATED ON PLANS ARE APPROXIMATE LOCATIONS ONLY, TAKEN FROM THE UTILITY COMPANY MAPS. IF THE CONTRACTOR ENCOUNTERS ANY LINES NOT INDICATED ON THE DRAWINGS OR MARKED IN THE FIELD BY THE UTILITY COMPANY THAT MAY INTERFERE WITH HIS WORK, HE SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY IMMEDIATELY FOR DISPOSITION OF THOSE FACILITIES.
- 7.3 THE CONTRACTOR IS RESPONSIBLE FOR PREPARATION OF GRADE, TRENCHING, BACKFILLING, PAD CONSTRUCTION AND CONCRETE PADS FOR UTILITY EQUIPMENT INSTALLED ON THIS PROJECT. CONTRACTOR SHALL CONTACT LOCAL UTILITY COMPANIES FOR DETAILS AND REQUIREMENTS.
- 7.4 UTILITIES MUST BE LOCATED TO MINIMIZE INTERFERENCE WITH ONE ANOTHER, TO PROVIDE REQUIRED HORIZONTAL AND VERTICAL SEPARATIONS, AND TO PROVIDE MAINTENANCE ACCESS WITHOUT VIOLATING EASEMENT BOUNDARIES. SEPARATION BETWEEN UTILITIES PER MAG STANDARD
- 7.5 ALL UTILITY SLEEVES SHALL BE PLACED PRIOR TO SUBBASE CONSTRUCTION AND PAVING. CONTACT APPROPRIATE UTILITY COMPANIES FOR REQUIREMENTS IN ALL AREAS.
- 7.6 ALL WATER MAINS, APPURTENANCES, AND INSTALLATION SHALL CONFORM TO A.W.W.A. STANDARDS AND ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY, AND TOWN OF JEROME REQUIREMENTS. WATER SYSTEM SHALL BE TESTED PER A.D.E.Q. BULLETIN NO. 10 TO THE APPROPRIATE A.W.W.A. STANDARDS.
- 7.7 ALL FIRE HYDRANTS SHALL MEET ALL REQUIREMENTS OF A.W.W.A. C-509-80 AND TOWN OF JEROME REQUIREMENTS.

8 CONSTRUCTION STAKING

- 8.1 THE ACCURACY OF ALL CONSTRUCTION WORK SHALL BE MAINTAINED AND VERIFIED BY THE OWNER'S SURVEYOR AT THE OWNER'S EXPENSE BY PROVIDING CONSTRUCTION STAKING SUITABLE TO THE TOWN ENGINEER. STAKES WILL BE SET ESTABLISHING LINES AND GRADES (FINISH OR FLOWLINE) FOR ALL CONSTRUCTION INCLUDING ROADS, CURB AND GUTTER, SIDEWALKS, UTILITIES, STRUCTURES, AND OTHER WORK AS CONSIDERED NECESSARY BY THE ENGINEER. ALL SURVEY CONTROL SHALL BE SET BY THE OWNER'S SURVEYOR FROM MONUMENTS ACCEPTABLE TO THE ENGINEER.

9 GRADING AND EARTHWORK

- 9.1 PERFORM ALL EARTHWORK GRADING, CUTTING AND FILLING AS PER THE PROJECT SOILS REPORT\* AND ALL ADDENDA. ALL WORK TO BE COORDINATED AS PER THE SWPPP.
- 9.2 NO GRADING OR TRENCHING WORK SHALL BEGIN PRIOR TO SUPPORTING AND PROTECTING EXISTING ONSITE AND ADJACENT PROPERTY FROM SETTLING, CRACKING, OR OTHER DAMAGE WHICH MIGHT RESULT. CONTRACTOR SHALL VERIFY FROM SOILS REPORT RECOMMENDATIONS THE DEGREE OF DIFFICULTY REQUIRED FOR TRENCHING AND EXCAVATION WORK BASED ON DEPTH AND TYPES OF MATERIALS TO BE ENCOUNTERED.
- 9.3 WATER SOURCE: THE CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR OBTAINING ALL WATER REQUIRED FOR SOIL COMPACTION, DRINKING PURPOSES AND DUST CONTROL. (MAG SPEC 225)
- 9.4 CLEARING AND GRUBBING: EXAMINE SITE AND PROVIDE NECESSARY EQUIPMENT AND LABOR TO REMOVE FROM THE SITE AND DISPOSE OF STUMPS, ROOTS, ROCKS, LOOSE FILL, VEGETATION, DEBRIS, AND ANY OTHER OBJECTABLE MATERIALS FROM THE BUILDING AND FILL AREAS. CLEAN, UNCLASSIFIED ONSITE SOILS MAY BE USED IN GENERAL AS FILL MATERIAL. SEE MAG SPECIFICATION SECTIONS 201 AND 215.
- 9.5 TOPSOIL THAT WILL BE AFFECTED BY ROUGH GRADING OR EXCAVATION SHALL BE STOCKPILED ON THE SITE SEPARATELY AND SHALL NOT BE USED FOR FILL, BUT SHALL BE CONSERVED AND USED FOR FINE AND FINISH GRADING.
- 9.6 SITE DRAINAGE: CONSTRUCTION OF ALL SWALES, CHANNELS, DRAINAGE PIPES, DRAINAGE STRUCTURES AND BANK PROTECTION SHALL BE CONSTRUCTED DURING THE FIRST PHASES OF SITE CONSTRUCTION TO PROTECT ALL OTHER CONSTRUCTION FROM SURFACE WATERS. DIVERT RUN OFF WATER AROUND CONSTRUCTION OPERATIONS. CARE SHALL BE TAKEN BY THE CONTRACTOR NOT TO ADVERSELY AFFECT ADJACENT PROPERTIES. DRAIN EXCAVATIONS BY PUMPING OR OTHER SATISFACTORY METHOD TO PREVENT SOFTENING OF THE FOUNDATION SOILS. UNDERCUTTING OF FOOTINGS, OR OTHER ACTIONS DETRIMENTAL TO PROPER CONSTRUCTION PROCEDURES. ALL WORK TO BE COORDINATED AS PER THE SWPPP.
- 9.7 THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM ALL WALLS AND FOUNDATIONS. ALL STORM DRAINS, DRAIN LINES, OVERFLOWS, OUTLETS, AND/OR OTHER DRAINAGE TYPE OUTLETS WHICH CONDUCT MOISTURE NEAR THE STRUCTURES SHALL BE POSITIVELY DRAINED AWAY FORM THE STRUCTURE. NO WATER SHALL BE PERMITTED TO POND NEAR STRUCTURES OR FOUNDATIONS. ALL DRAINAGE SHALL BE CHANNIELED AND TAKEN A MINIMUM OF 10 FEET AWAY FROM ALL STRUCTURES.
- 9.8 SUBGRADE PREPARATION: IF THE NATURAL SUBGRADE IS LESS THAN THE REQUIRED DENSITY, IT SHALL BE SCARIFIED AND COMPACTED TO A MINIMUM DEPTH OF TWELVE INCHES OR AS NOTED IN THE SOILS REPORT IMMEDIATELY PRIOR TO PLACING SUBSEQUENT FILL MATERIAL THEREON. THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REPAIR OF DAMAGE TO PREPARED SUBGRADE CAUSED BY CONTRACTORS OPERATIONS OR PUBLIC TRAFFIC UNTIL ACCEPTANCE OF PROJECT. NO MATERIAL SHALL BE PLACED ON THE PREPARED SUBGRADE UNTIL IT MEETS THE SPECIFIED REQUIREMENTS. ROADWAY SUBGRADE COMPACTION INCLUDES SUBGRADE UNDER ALL PAVEMENT, CURB, SIDEWALKS, SHOULDERS AND FILL SLOPES. SUBGRADE TOLERANCES SHALL BE AS SPECIFIED IN MAG SECTION 301. OPEN LANDSCAPED AREAS SHALL BE GRADED TO +/- 0.20 FEET.

- 9.9 EARTH FILL: AREAS TO BE FILLED SHALL BE LEVELED TO PROVIDE A LEVEL BASE TO SUPPORT FILL MATERIALS. SUBGRADE AND SUBBASE AREAS REQUIRING FILL MATERIAL SHALL BE SCARIFIED MOISTENED AND COMPACTED PRIOR TO PLACING FILL. ALL FILL, SUBGRADE AND SUBBASE MATERIALS SHALL BE COMPACTED TO SPECIFIED DENSITIES AT OR NEAR OPTIMUM MOISTURE CONTENTS AS VERIFIED AND RECOMMENDED BY THE SOILS ENGINEER. METHE FILL IN HILLS SHALL NOT EXCEED EIGHT INCHES IN LOOSE THICKNESS BEFORE COMPACTION. SLOPED SURFACES SHALL BE PLOWED, STEPPED, AND BENCHED SO THAT THE FILL MATERIAL WILL BOND WITH THE EXISTING MATERIAL. BENCH AT THE TOE OF FILL SLOPES AND PERIODIC INTERVALS UP THE FILL SLOPES BENCHES.
- 9.10 IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE TESTING COMPANY FOR SCHEDULING OF COMPACTION TESTING. THE FREQUENCY OF DENSITY AND MOISTURE TESTS REQUIRED FOR ADEQUATE CONTROL SHALL BE THE RESPONSIBILITY OF THE SOILS ENGINEER WHO SHALL CERTIFY TO THE ENGINEER AND CONTRACTOR AT PROJECT END THAT THE ROADBED FILL IS COMPACTED AS OUTLINED HEREIN. COMPACTION SHALL BE ACHIEVED BY MECHANICAL MEANS. IN NO CASE SHALL STRUCTURE BACKFILLING BE FLOOD WATER SETTLED.
- 9.11 ALL SLOPE CONSTRUCTION AND ROADWAY EXCAVATION SHALL CONFORM TO THE REQUIREMENTS OF MAG SPECIFICATIONS SECTIONS 201, 205, 211, 301, AND UBC SECTIONS 7009 AND 8010. CUT AND FILL SLOPES SHALL BE AS INDICATED ON THE DETAILS AND PLANS. CUT AND FILL SLOPE GRADIENTS SHALL NOT EXCEED 2:1 IN STEEPNESS WITHOUT WRITTEN AUTHORIZATION FROM THE SOILS ENGINEER AND EXAMINATION BY THE DESIGN ENGINEER. ALL SLOPE CONDITIONS SHALL BE PROVIDED WITH THE APPROPRIATE BENCHES AS SPECIFIED IN THE REFERENCE DOCUMENTS AND INDICATED ON THE PLANS. IF SOILS CONDITIONS ARE ENCOUNTERED WHICH DO NOT ALLOW THE ESTABLISHMENT OF THE INDICATED CUT OR FILL SLOPES, THE DESIGN ENGINEER AND SOILS ENGINEER SHALL BE CONTACTED IMMEDIATELY TO DETERMINE AN ADJUSTMENT TO THE SLOPE GRADIENT OR TO ESTABLISH A METHOD OF STABILIZATION. ALL FILL SLOPES SHALL BE COMPACTED AS EACH LIFT OF FILL MATERIAL IS PLACED. ALL CUT AND FILL SLOPES SHALL BE UNIFORMLY GRADED TO LINES AND GRADES INDICATED. TOPS OF ALL CUT SLOPES SHALL BE ROUNDED AND ALL UNSTABLE AND LOOSE MATERIAL AT TOP OF SLOPE SHALL BE REMOVED. TOP OF CUT SLOPES OVER 10' HIGH SHALL BE PROVIDED WITH BROW DITCHES FOR DRAINAGE. ALL CUT AND FILL SLOPES SHALL BE REVEGETATED WITH A MIXTURE OF NATIVE GRASSES AND WILD FLOWER SEED OR AS SPECIFIED WITHIN THE LANDSCAPE PLANS. COMPACT ALL SHOULDERS AND BACKFILLS BEHIND ALL STRUCTURE AND WALLS.
- 9.12 COMPACT TO THE FOLLOWING SPECIFIED PERCENT OF MAXIMUM DENSITY AS DETERMINED IN ACCORDANCE WITH ASTM D698 AND MAG SECTION 211 OR AS DIRECTED IN THE SOILS REPORT.
- MINIMUM PERCENT COMPACTION  
SUBGRADE SOILS  
ROADWAY AND STRUCTURE AREAS-----95  
PAVED AREAS (PAVEMENTS, SIDEWALKS, & PADS)-----95  
EARTH FILL:  
ROADWAY AND STRUCTURE AREAS-----95  
PAVED AREAS (PAVEMENTS, SIDEWALKS, & PADS)-----95  
GRASSSED AND BERM AREAS-----95  
AGGREGATE BASE COURSE-----100  
BACKFILL AROUND STRUCTURES-----95  
BACKFILL FOR UTILITY TRENCHES (PER MAG SECTION 601). PROVIDE TYPE 1 BACKFILL OR AS DIRECTED BY APPROPRIATE UTILITY REQUIREMENTS. BACKFILL FOR TRENCHES WITHIN 10' OF STRUCTURES AND WALLS SHALL BE COMPACTED TO 95% UNLESS DIRECTED OTHERWISE BY ENGINEER.
- 9.13 EXCAVATION: EXCAVATE TO THE DIMENSIONS AND DEPTHS INDICATED ON THE DRAWINGS. FOUNDATIONS SHALL REST ON ENGINEERED COMPACTED FILL OR UNDISTURBED NATURAL SOILS AT GRADE ELEVATIONS INDICATED. IF SUITABLE SOIL IS NOT REACHED AT THE DEPTHS INDICATED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE SOILS ENGINEER AND ENGINEER. THE CONTRACTOR WILL BE DIRECTED, IN WRITING, TO EXAVATE TO THE DEPTH OF SUITABLE SOIL. EXCAVATION FOR FOUNDATIONS WHICH ARE CARRIED BELOW THE DEPTH INDICATED SHALL HAVE THE CONCRETE EXTENDED TO THE BOTTOM OF THE EXCAVATION AT THE CONTRACTOR'S EXPENSE. SEE MAG SPECIFICATION SECTION 206.
- 9.14 WATERING: CAREFULLY WATER EARTH FILL DURING PLACING BY MEANS OF A FINE SPRAY OR OTHER APPROVED METHOD, SO THAT EACH LAYER IS THOROUGHLY AND UNIFORMLY WETTED. MOISTURE CONTENT OF THE MATERIAL SHALL BE CAREFULLY CONTROLLED AT ALL TIMES AND CHECKED AT PROPER INTERVALS TO INSURE CORRECT MOISTURE FOR COMPACTION SPECIFIED. SEE MAG SECTION 225 AND SOILS REPORT.

10 PAVING

- 10.1 COMPLETE ASPHALTIC CONCRETE PAVEMENT INSTALLATION SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:
- A. TACK COATING OF ALL SURFACES, UNDILUTED .02 TO .10 GAL/SY, DILUTED 1:1 MIXTURE, .05 TO .15 GAL/SY, OR AS DIRECTED.
  - B. SEAL COATING: SEAL COATING WITHIN THE RIGHT-OF-WAY SHALL BE A FOG SEAL COAT.
  - C. PAINT FOR PAVEMENT STRIPING AND MARKING SHALL CONFORM TO FEDERAL SPEC. NO. TTP-155E, "PAINT, TRAFFIC, HIGHWAY, WHITE AND YELLOW". COLORS FOR PAVEMENT MARKING AND STRIPING SHALL BE AS SPECIFIED BY THE TOWN ENGINEER.
  - D. TRAFFIC CONTROL DEVICES: SIGNS AND PAVEMENT MARKINGS SHALL CONFORM TO "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" LATEST EDITION, PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.
- 10.2 ASPHALTIC PAVEMENT SHALL CONFORM TO MAG SPECIFICATION SECTION 321.
- 10.3 ALL FRAMES, COVERS, VALVE BOXES, AND MANHOLES IN PAVED AREAS AND IN NON-PAVED AREAS THEY SHALL BE ADJUSTED TO GRADE BY THE GENERAL CONTRACTOR.
- 10.4 ALL PAVING WORK SHALL BE PLACED IN STRICT CONFORMANCE TO MAG SECTION 321 PAR.321.3 WEATHER AND MOISTURE CONDITIONS. ALL WORK AND MATERIALS PLACED IN VIOLATION OF THESE REQUIREMENTS WILL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
- 10.5 EXACT POINT OF PAVEMENT MATCHING, TERMINATION AND/OR OVERLAY, IF NECESSARY, SHALL BE SUBJECT TO FIELD APPROVAL BY THE ENGINEER, HIS REPRESENTATIVE AND LOCAL MUNICIPAL AUTHORITY. EQUAL OF EXISTING PAVEMENT WHERE NECESSARY SHALL BE UNIFORMLY SAWCUT AND TACK COAT APPLIED.
- 10.6 THE CONTRACTOR SHALL IN ALL AREAS OF PAVING PROVIDE A UNIFORM DENSE SURFACE SMOOTH AND TRUE TO LINE. SURFACE SHALL BE FREE OF PITS, DEPRESSIONS, ROCK POCKETS AND PATCHES. DESIGN MIX IS PER THE ENGINEER.

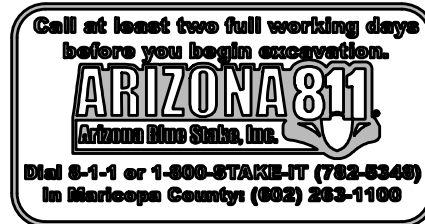
SEE GENERAL NOTE 3.1 PRIOR TO CONSTRUCTION  
TOWN OF JEROME  
SCHOOL ST. REGULATOR

NOTES 1



825 COVE PARKWAY  
COTTONWOOD, AZ 86326  
928-282-7787

| DATE     | DRAWN   | SHEET       |
|----------|---------|-------------|
| 2/23/26  | IDV     | 2 OF 5      |
| SCALE    | CHECKED | PROJECT NO. |
| AS SHOWN | RN      | 23-0102CE   |



11 FIELD INSPECTION

- 11.1 THE CONTRACTOR SHALL CAREFULLY PRESERVE ALL STAKES, REFERENCE AND CONTROL POINTS, ETC. AGAINST DESTRUCTION AND SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY STAKES WHICH HAVE BEEN DISTURBED.
- 11.2 OWNER'S REGISTERED SURVEYOR SHALL BE NOTIFIED TWO WORKING DAYS (48 HOURS) MINIMUM PRIOR TO FIELD STAKING SCHEDULING.
- 11.3 ANY QUESTIONS RAISED RELATIVE TO ACCURACY OF IMPROVEMENT INSTALLATION SHALL NOT BE RAISED SUBSEQUENT TO COMPLETION OF THE WORK UNLESS ALL SURVEY STAKES ARE MAINTAINED INTACT. SHOULD SUCH STAKES NOT BE PRESENT AND VERIFIED AS TO THEIR ORIGIN, NO CLAIM FOR ADDITIONAL COMPENSATION FOR CORRECTION SHALL BE PRESENTED TO ANY PARTY AND SUCH WORK SHALL BE CORRECTED BY THE CONTRACTOR AT HIS EXPENSE.

12 SUSPENSION OF WORK

- 12.1 THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE MAY SUSPEND THE WORK BY WRITTEN NOTICE WHEN, IN HIS JUDGMENT, PROGRESS IS UNSATISFACTORY, WORK BEING DONE IS UNAUTHORIZED OR DEFECTIVE, WEATHER CONDITIONS ARE UNSUITABLE, OR THERE IS DANGER TO THE PUBLIC HEALTH OR SAFETY.

13 WARRANTY

- 13.1 ANY DEFECTS WHICH APPEAR IN THE WORK WITHIN TWO YEARS FROM THE DATE OF ACCEPTANCE AND WHICH ARE DUE TO IMPROPER WORKMANSHIP OR INFERIOR MATERIALS SUPPLIED SHALL BE CORRECTED BY OR AT THE EXPENSE OF THE CONTRACTOR.

14 EROSION CONTROL NOTES

- (SPECIFICATIONS FOR PERMANENT SEEDING)
- 14.1 SITE PREPARATION
- A. INSTALL NECESSARY SURFACE WATER CONTROL MEASURES PRIOR TO PLANTING PERMANENT SEEDING.
- B. GRADE TO PERMIT USE OF CONVENTIONAL EQUIPMENT FOR SEEDBED PREPARATION.
- C. PROVIDE ADEQUATE DRAINAGE WHERE INTERNAL WATER MOVEMENT, ESPECIALLY AT TOES OF SLOPES, MAY CAUSE SEEPS OR SLIPPAGE BEFORE SEEDING IS WELL ESTABLISHED.
- 14.2 SEEDBED PREPARATION A. AS PRACTICAL, PERFORM ALL CULTURAL OPERATIONS AT RIGHT ANGLES TO THE SLOPE. B. IMMEDIATELY BEFORE SEEDING, RAKE OR OTHERWISE LOOSEN PLANTING SURFACE TO PROVIDE A SMOOTH, FRIABLE SURFACE FREE OF EARTH CLODS, HUMPS AND DEPRESSIONS, AND DISPOSE OF LOOSE STONES HAVING A DIMENSION GREATER THAN ONE INCH AND DEBRIS BROUGHT TO THE SURFACE DURING CULTIVATION.
- 14.3 PLANTING A. APPLY SEED MIX AT THE RATE OF 11 POUNDS PER ACRE. SHALL CONTAIN THE FOLLOWING PROPORTION OF PURE LIVE SEED: SAND DROPEED (SPOROBOLUS CRYPTANDRUS) 1 LB SIDEOTS GRAMA (BOUTELIOUS CURTIPENDULA)5 LB CRESTED WHEATGRASS (AGROPYRON CRISTATUM) 5 LB B. APPLY SEED IN TWO DIRECTIONS AT RIGHT ANGLES TO EACH OTHER WITH HALF THE SPECIFIED APPLICATION RATE APPLIED IN EACH DIRECTION. C. IMMEDIATELY AFTER SEEDING, UNIFORMLY SPREAD SCREENED MANURE AT THE RATE OF ONE CUBIC YARD PER 1000 SQUARE FEET AND WATER UNTIL THE GROUND IS WET TO A MINIMUM DEPTH OF TWO INCHES. D. HYDRAULIC SEEDING USING 1500 POUNDS OF WOOD CELLULOSE FIBER PER ACRE MAY BE UTILIZED IN LIEU OF PLANTING.
- 14.4 MAINTENANCE A. PROTECT PLANTED AREAS FROM GRAZING, FIRE, TRAFFIC, AND WEED GROWTH. B. MAINTAIN PLANTED AREAS UNTIL A GOOD STAND OF GRASS IS ESTABLISHED. AREAS AS REQUIRED IF NO GROWTH IS PRESENT WITHIN 15 DAYS OF PLANTING.

15 TEMPORARY EROSION CONTROL

- 15.1 EROSION CONTROL BERMS AND ROCK CHECK DAMS
- A. PROVIDE EARTHEN BERMS AT TOES OF SLOPES REMAINING BARE BETWEEN CONSTRUCTION PHASES.
- B. PLACE TEMPORARY ROCK CHECK DAMS IN ROAD DITCHES AND CHANNELS IF RIP-RAP PROTECTION WILL NOT BE PROVIDED WITHIN 60 DAYS.
- 15.2 CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING EROSION CONTROL MEASURES SUCH AS SAND BAGGING, TEMPORARY DE-SILTING BASIN CONSTRUCTION BERMS, VISQUEEN, ETC. TO PROTECT ADJOINING PROPERTIES FROM EROSION.

16 GENERAL CONSTRUCTION NOTES

- 16.1 ALL CORRUGATED METAL PIPE TO BE 14 GAUGE, UNLESS OTHERWISE APPROVED BY THE DESIGN ENGINEER.
- 16.2 ALL CORRIGATED METAL PIPE SHALL HAVE FLARED END SECTIONS, EXCEPT WHERE HEADWALLS ARE USED.
- 16.3 ALL DRAINAGE CULVERTS AND PIPES SHALL HAVE A MINIMUM COVER OF 24" OR AS SPECIFIED.
- 16.4 ADDITIONAL CARE SHALL BE TAKEN TO PROTECT ALL CMP DURING CONSTRUCTION.
- 16.5 RETAINING WALLS SHALL BEAR ONTO NATURAL BEDROCK, OR COMPACTED SOIL WHICH HAS A BEARING VALUE OF 3,000 P.S.F. VERIFICATION OF SAID BEARING VALUE TO BE PROVIDED BY THE SOILS ENGINEER.
- 16.6 RIPRAP MATERIAL SHALL BE AS SPECIFIED TO A DEPTH OF TWICE THE SIZE OF D<sub>50</sub> UNDER LAYING A FILLER LAYER OF D<sub>50</sub> =3/4" TO A DEPTH OF 10" OR GEOTEXTILES. THE GRADATION OF RIPRAP SHOULD FOLLOW A SMOOTH CURVE. THE RATIO TO THE LARGEST SIZE ROCK TO D<sub>50</sub> SHOULD BE EQUAL TO OR LESS THAN 2 (D<sub>50</sub>/D<sub>50</sub> ~0.5). THE RIPRAP SHOULD BE HARD, DENSE, DURABLE AND RESISTANT TO WEATHER AND FRACTURE. ALL RIPRAP TO BE HAND PLACED IN AN INTERLOCKING POSTION. FILLER MATERIAL TO BE WELL GRADED GRAVEL AS SPECIFIED. MATERIAL FURNISHED FOR RIPRAP SHALL CONFORM TO MAG SPEC 220.2.
- 16.7 ALL CONCRETE AND REBAR PLACEMENT PER MAG SPEC 505.
- 16.8 CONCRETE TESTING PER MAG SPEC 725.
- 16.9 ALL CONCRETE TO BE CLASS B (2500PSI) IF NOT SPECIFIED.
- 16.10 MINIMUM COVER ON ALL REBAR TO BE MIN 1" UNLESS OTHERWISE SPECIFIED.
- 16.11 MINIMUM LAP AT REBAR SPLICES TO BE 1' UNLESS OTHERWISE SPECIFIED.
- 16.12 ALL MANHOLE FRAMES TO HAVE 12" ANCHORS SPACED A MINIMUM OF 12" RADIALLY AROUND FRAME.
- 16.13 CONCRETE FOR FOOTINGS AND PADS AHALL BE CLASS A (3000 PSI)

SURVEY

1. SEE CONTROL DATA NOTE, SHEET 4

TREE NOTES

1. ALL EXISTING TREES AND SHRUBS NOT AFFECTED BY BUILDING CONSTRUCTION OR ROAD DEVELOPMENT MUST BE FENCED WITH A CONSTRUCTION ENVELOPE FENCE TO PROTECT THEM DURING CONSTRUCTION
2. NO TREES TO BE PLACED OVER/ON SEWER LINE

ADEQ WATER AND SEWER SYSTEM NOTES

MANHOLES

ALL MANHOLES SHALL BE 4-FT. ID PRECAST CONCRETE WITH POURED-IN-PLACE CONCRETE BASE AND TRAFFIC BEARING RING AND COVER. ALL COVERS SHALL BE 2-FT. IN DIAMETER AND SHALL BE MARKED "SEWER". TEST MANHOLES FOR WATER TIGHTNESS (INFILTRATION) PER R 18-9-E301.4.01.D.3.F. WATER TIGHTNESS SHALL BE TESTED BY EITHER 1) FILLING THE MANHOLE WITH WATER AND ENSURING THAT THE DROP IN WATER LEVEL DOES NOT EXCEED 0.0034 OF THE TOTAL MANHOLE VOLUME PER HOUR, OR 2) AIR PRESSURE TESTING USING THE STANDARD TEST METHOD FOR CONCRETE SEWER MANHOLES BY NEGATIVE AIR PRESSURE (VACUUM) TEST", ASTM C1244-02.1 (2002). TEST 100% OF ALL MANHOLES. MANHOLES SHALL CONFORM TO A.D.E.Q. AND M.A.G. SPECIFICATIONS. CONSTRUCTION SHALL CONFORM TO M.A.G. STD. DTLS. 420-1 AND 420-2.'

CONCRETE

CLASS A CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 2000 PSI.

PIPE

GRAVITY SEWER PIPE SHALL BE PVC, SDR-26 AND CONFORM TO ASTM D-1784 AND ASTM D-3034. SEALS SHALL CONFORM TO ASTM F-477. PIPE SHALL BE JOINED BY BELL AND SPIGOT TYPE JOINTS. FITTINGS SHALL CONFORM TO ASTM D-3212. GRAVITY SEWER PIPE SHALL BE TESTED FOR DEFLECTION AND LEAKAGE. SHORT TERM DEFLECTION TESTING SHALL BE PERFORMED AFTER COMPLETE BACKFILL BUT PRIOR TO INSTALLATION OF FINISH SURFACE MATERIAL. A SHORT TERM DEFLECTION IN EXCESS OF 5% SHALL BE CONSIDERED UNACCEPTABLE AND PIPE SHALL BE REPAIRED, OR REPLACED AND RETESTED. A MINIMUM OF 100% OF GRAVITY SEWER SHALL BE DEFLECTION TESTED. SEWER PIPE SHALL BE TESTED FOR LEAKAGE USING LOW PRESSURE AIR TESTING PER "STANDARD TEST METHOD FOR INSTALLATION ACCEPTANCE OF PLASTIC GRAVITY SEWER LINES USING LOW PRESSURE AIR", ASTM F 1402-92, (REAPPROVED 1998. TEST 100% OF ALL SEWER LINES. TEST THE TOTAL LENGTH OF THE SEWER LINE FOR UNIFORM SLOPE BY LAMP LIGHTING, REMOTE CAMERA OR SIMILAR METHOD APPROVED BY ADEQ AND RECORD THE RESULTS.

DUCTILE IRON PIPE SHALL BE AWWA C-150, CLASS 350 AND SHALL BE TESTED FOR LEAKAGE PER AWWA STANDARD C-600.

A MINIMUM HORIZONTAL DISTANCE OF 6-FT SHALL BE MAINTAINED BETWEEN MAINS AND GRAVITY SEWERS.

MATERIAL

ALL MATERIALS & PRODUCTS THAT COME INTO CONTACT WITH DRINKING WATER OR DRINKING WATER TREATMENT CHEMICALS MUST COMPLY WITH AWWA STANDARDS & NSF STANDARD 61. ANY 'OR EQUAL' SUBSTITUTION SHALL ALSO MEET NSF STANDARD 61.

ALL MATERIALS USED IN THE INSTALLATION OF WATER MAINS SHALL BE PURSUANT TO AAC R-18-4-119, & SHALL BE NSF APPROVED FOR POTABLE WATER.

DISINFECTION

WATER MAINS. SHALL BE DISINFECTED IN ACCORDANCE WITH ADEQ ENGINEERING BULLETIN NO.8 "DISINFECTION OF WATER SYSTEMS".

TESTING

ONE HUNDRED PERCENT (100%) OF PIPE LINES SHALL BE PRESSURE AND LEAK TESTED IN ACCORDANCE WITH AWWA C-600, SECTION 4 AND MAG SECTION 611. MINIMUM TEST PRESSURES SHALL BE 200 PSI PLUS ALLOWANCE FOR WATER HAMMER.

AFTER PRESSURE AND LEAK TESTING IS SHOWN TO BE SATISFACTORY, WATER LINES SHALL BE DISINFECTED BY CHLORINATION IN ACCORDANCE WITH AWWA C-601, MAG SECTION 610.15, AND ADEQ BULLETIN 8. ALL VALVES SHALL BE WORKED INTERMITTENTLY FOR A PERIOD OF 24 HOURS FOLLOWING CHLORINATION.

WATER SYSTEM THRUST BLOCKING AND/OR JOINT RESTRAINT

PIPE LINES SHALL BE PROVIDED WITH CONCRETE THRUST BLOCKS AT ALL CHANGES IN DIRECTION AND SIZE AND AT ALL TEES, VALVES, PLUGS, AND DEAD ENDS, PER MAG STANDARD DETAILS 301 AND 380 AND YAG STANDARD DETAIL 3-03. PIPE LINES MAY ALSO BE PROVIDED WITH RESTRAINED JOINTS AT ALL CHANGES IN DIRECTION AND SIZE AND AT ALL TEES, VALVES, PLUGS, AND DEAD ENDS, PER MAG STANDARD DETAILS 302 AND 303.

ADEQ WATER & SEWER NOTES (CONT.)

TRENCHING AND BACKFILLING

ROUGH GRADING SHALL BE COMPLETED PRIOR TO INSTALLATION OF UNDERGROUND UTILITIES.

TRENCH BOTTOM SHALL BE COMPACTED BY SUITABLE MEANS APPROVED BY THE ENGINEER PRIOR TO PLACEMENT OF BEDDING MATERIAL. BEDDING MATERIAL SHALL BE PLACED TO PROVIDE UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE. THE CONTRACTOR SHALL ENSURE THAT A MINIMUM COMPACTED DEPTH OF 6" IS MAINTAINED UNDERNEATH THE PIPE. BELL HOLES SHOULD BE PROVIDED AT EACH JOINT TO PERMIT PROPER ASSEMBLY WHILE MAINTAINING UNIFORM SUPPORT.

BEDDING MATERIAL SHALL BE ROUNDED GRAVEL WITH A MAXIMUM PARTICLE SIZE OF 1 1/2" AND SHALL BE NON-PLASTIC. WHERE DEPTH OF COVER IS 2-FT. OR LESS, BACKFILL MATERIAL SHALL BE ROUNDED GRAVEL WITH A MAXIMUM PARTICLE SIZE OF 4" AND WITH NO MORE THAN 20% PASSING THE #200 SIEVE.

BACKFILL SHALL BE PLACED IN LAYERS OF NOT MORE THAN 8" LOOSE DEPTH AND COMPACTED TO ACHIEVE COMPACTION OF 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99 AND T-191 OR ASTM D-2922 AND D-3017. THE CONTRACTOR SHALL CONTRACT WITH AN INDEPENDENT TESTING LABORATORY TO PROVIDED COMPACTION TESTING. TESTS SHALL BE PROVIDED AT MINIMUM INTERVALS OF ONE TEST PER 50 CUBIC YARDS OF TRENCH BACKFILL. TEST RESULTS SHALL BE SUBMITTED DAILY TO THE ENGINEER.

TRENCHING, PIPELAYING, BACKFILLING, AND ALL OTHER CONSTRUCTION SHALL BE PERFORMED UNDER THE INSPECTION, COORDINATION, AND SUPERVISION OF A REGISTERED PROFESSIONAL CIVIL ENGINEER.

NO TRENCH SHALL BE FILLED WITH BEDDING MATERIAL OR BACKFILL UNTIL THE EXCAVATION AND PIPE LAYING, RESPECTIVELY, HAVE BEEN APPROVED BY THE OWNER OR HIS AUTHORIZED REPRESENTATIVE.

THE EXCAVATION METHOD EMPLOYED SHALL BE THE CONTRACTOR'S OPTION. MATERIAL SHALL NOT BE STOCKPILED TO A DEPTH OF MORE THAN 5 FEET ABOVE FINISHED GRADE WITHIN 25 FEET OF ANY EXCAVATION OR STRUCTURE. EXCAVATION SHALL EXTEND SUFFICIENT DISTANCE FROM WALLS AND FOOTINGS TO ALLOW PLACING AND REMOVAL OF FORMS, INSTALLATION OF SERVICES AND INSPECTION BY THE ENGINEER. WITHIN 12" OF FINISHED GRADE SHOWN ON THE DRAWINGS, AND FOR THE MANHOLES, FILL AND BACKFILL SHALL BE NATIVE MATERIAL, FREE FROM BROKEN CONCRETE, ORGANIC MATERIAL, OR OTHER DEBRIS WITH SUFFICIENT FINES TO FILL ALL VOIDS AND TO INSURE A UNIFORMLY COMPACTED MASS OF THE REQUIRED DENSITY AND HAVING A MAXIMUM SIZE OF 2 - 1/2 INCHES WITH 0 TO 20% MINUS #200. ALL FILL AND BACKFILL SHALL BE PLACED IN LAYERS OF NOT MORE THAN 8" LOOSE AND COMPACTED TO 95% OF MAXIMUM DENSITY, DETERMINED BY AASHTO TEST METHOD T-99, PRIOR TO PLACEMENT OF THE NEXT LAYER.

WATER AND SEWER SYSTEM DESIGN: MINIMUM DESIGN CRITERIA

WATER AND SEWER MAINS SHALL BE SEPARATED IN ORDER TO PROTECT PUBLIC WATER SYSTEMS FROM POSSIBLE CONTAMINATION. ALL DISTANCES ARE MEASURED PERPENDICULARLY FROM THE OUTSIDE OF THE SEWER MAIN TO THE OUTSIDE OF THE WATER MAIN. SEPARATION REQUIREMENTS ARE AS FOLLOWS:

1. A WATER MAIN SHALL NOT BE PLACED:
- A. WITHIN SIX FEET, HORIZONTAL DISTANCE, AND BELOW TWO FEET, VERTICAL DISTANCE, ABOVE THE TOP OF A SEWER MAIN UNLESS EXTRA PROTECTION IS PROVIDED. EXTRA PROTECTION SHALL CONSIST OF CONSTRUCTING THE SEWER MAIN WITH MECHANICAL JOINT DUCTILE IRON PIPE OR WITH SLIP-JOINT DUCTILE IRON PIPE IF JOINT RESTRAINT IS PROVIDED. ALTERNATE EXTRA PROTECTION SHALL CONSIST OF ENCASING BOTH THE WATER AND SEWER MAINS IN AT LEAST SIX INCHES OF CONCRETE FOR AT LEAST TEN FEET BEYOND THE AREA COVERED BY THIS SUBPARAGRAPH.
- B. WITHIN TWO FEET HORIZONTALLY AND TWO FEET BELOW THE SEWER MAIN.
2. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF A SEWER MANHOLE. THE MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND MANHOLES SHALL BE SIX FEET, MEASURED FROM THE CENTER OF THE MANHOLE.
3. THE MINIMUM SEPARATION BETWEEN FORCE MAINS OR PRESSURE SEWERS AND WATER MAINS SHALL BE TWO FEET VERTICALLY AND SIX FEET HORIZONTALLY UNDER ALL CONDITIONS. WHERE A SEWER FORCE MAIN CROSSES ABOVE OR LESS THAN SIX FEET BELOW A WATER LINE, THE SEWER MAIN SHALL BE ENCASED IN AT LEAST SIX INCHES OF CONCRETE OR CONSTRUCTED USING MECHANICAL JOINT DUCTILE IRON PIPE FOR TEN FEET ON EITHER SIDE OF THE WATER MAIN.



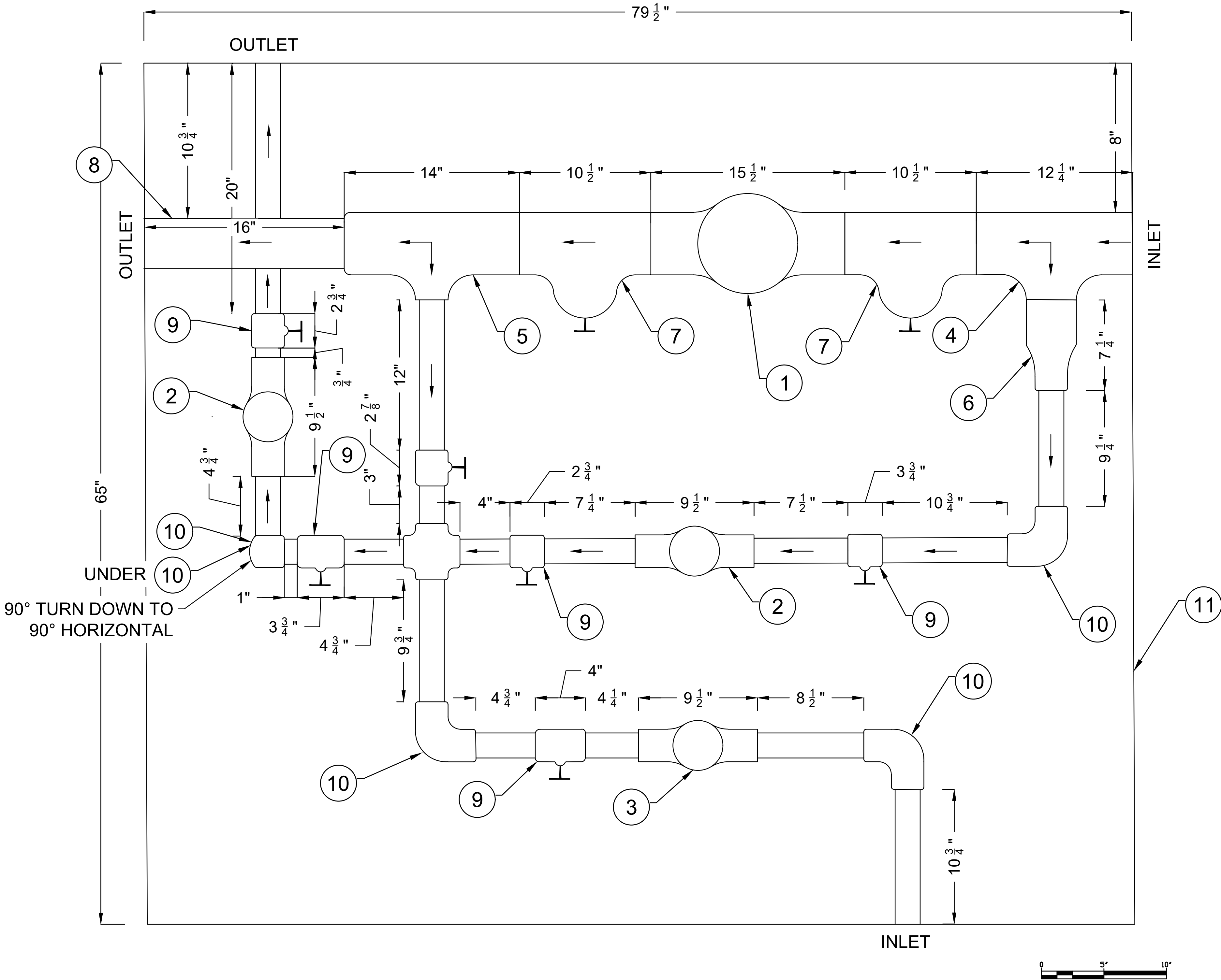
SEE GENERAL NOTE 3.1 PRIOR TO CONSTRUCTION

**TOWN OF JEROME**

**SCHOOL ST. REGULATOR**

| NOTES 2                                                                                                                                           |          |         |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|-------------|
| <br>825 COVE PARKWAY<br>COTTONWOOD, AZ 86326<br>928-282-7787 | DATE     | DRAWN   | SHEET       |
|                                                                                                                                                   | 2/23/26  | IDV     | 3 OF 5      |
|                                                                                                                                                   | SCALE    | CHECKED | PROJECT NO. |
|                                                                                                                                                   | AS SHOWN | RN      | 23-0102CE   |

EXISTING REGULATOR



| CALLOUTS |                              |      |
|----------|------------------------------|------|
| #        | ITEM                         | QTY. |
| 1        | 4" REGULATOR                 | 1    |
| 2        | 2" REGULATOR                 | 2    |
| 3        | 2" POP OFF                   | 1    |
| 4        | 4" TEE                       | 1    |
| 5        | 4" TO 2" TEE                 | 1    |
| 6        | 4" TO 2" REDUCER             | 1    |
| 7        | 4" VALVE                     | 2    |
| 8        | 4" PIPE                      | 16"  |
| 9        | 2" VALVE                     | 7    |
| 10       | 2" PIPE                      | 123" |
| 11       | GRADE A REGULATOR BOX W/ LID | 1    |

← DIRECTION OF FLOW ARROW



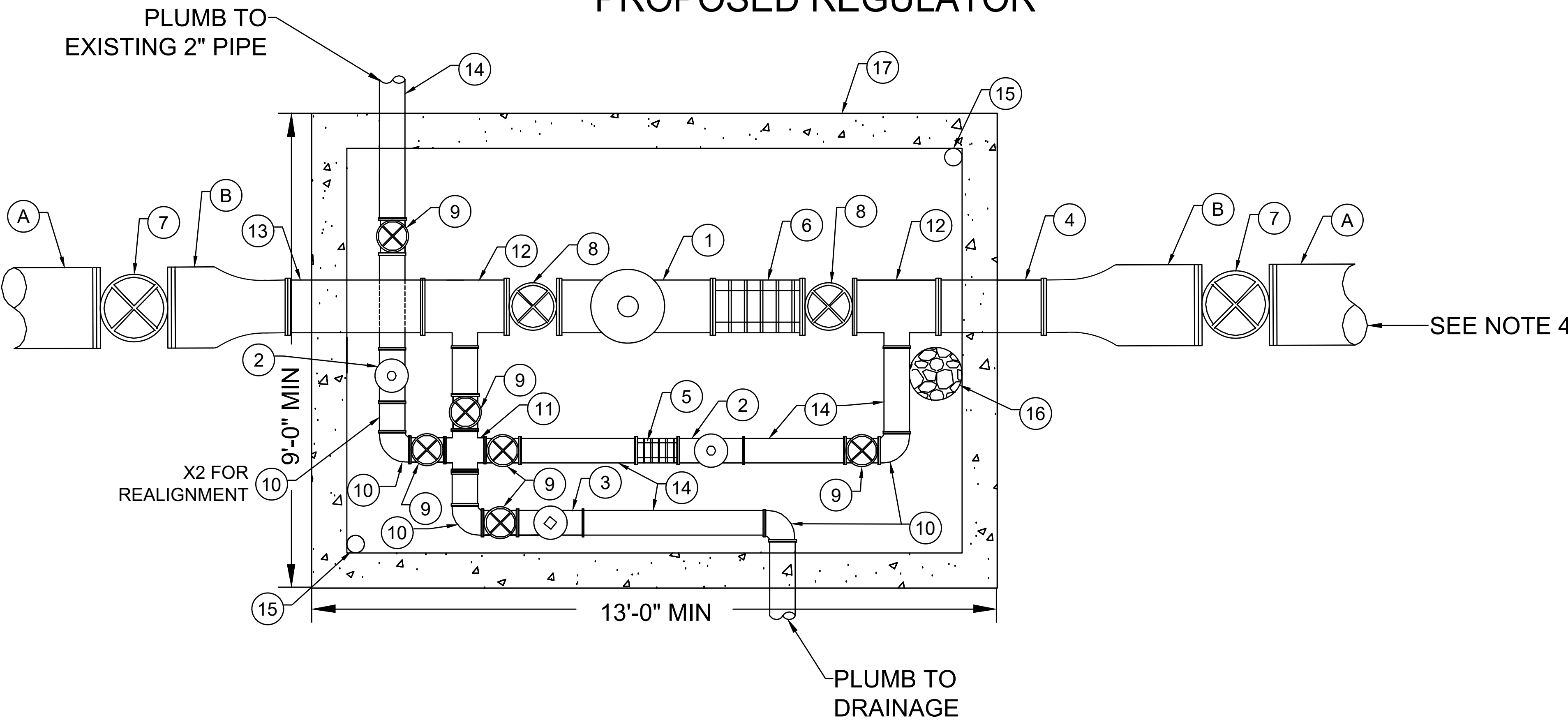
PHOTO OF EXISTING REGULATOR



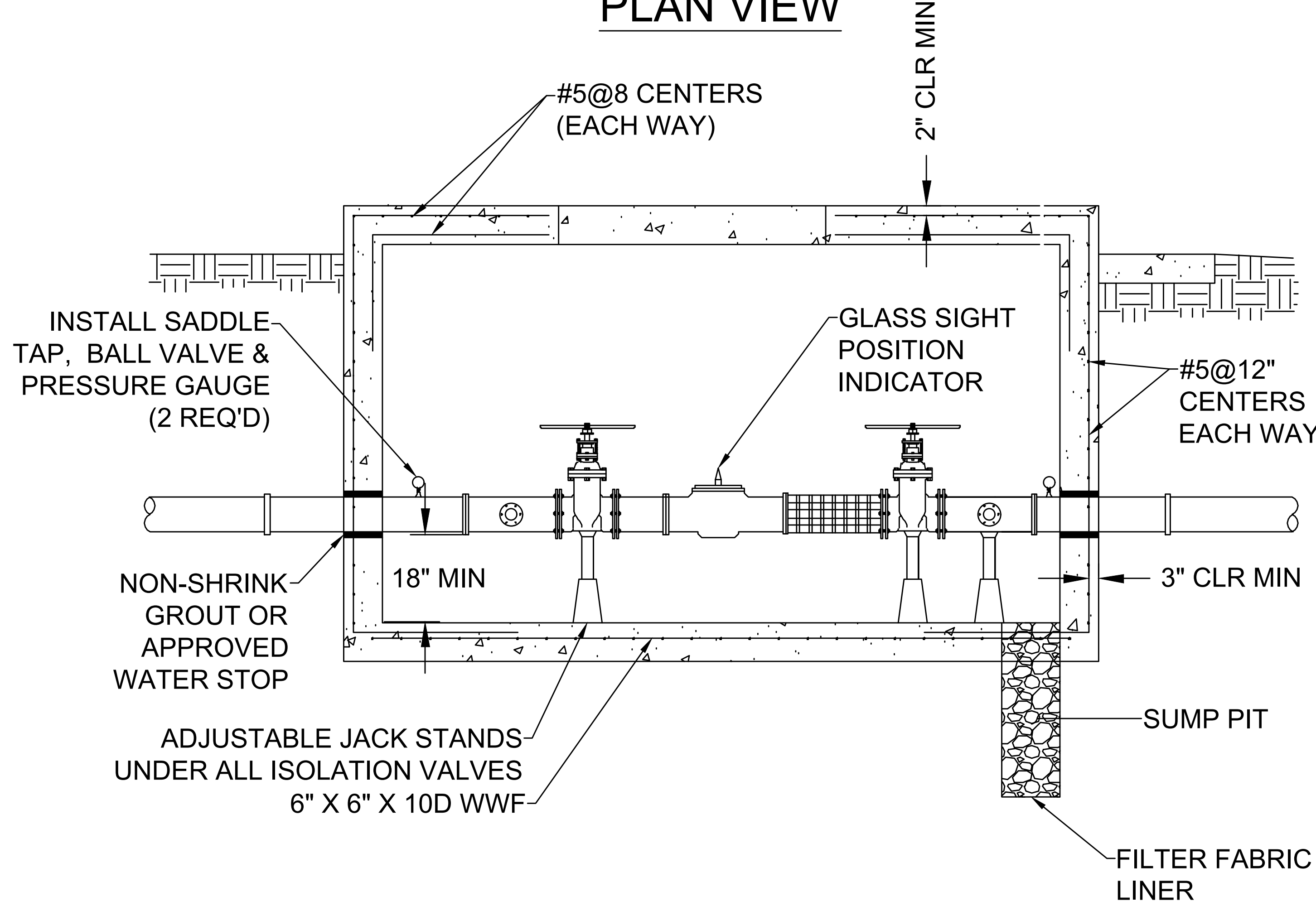
SEE GENERAL NOTE 3.1 PRIOR TO CONSTRUCTION  
TOWN OF JEROME  
SCHOOL ST. REGULATOR

| SEC Inc.                                                                                                                                          |                   | EXISTING REGULATOR |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------|--------------------------|
| <br>825 COVE PARKWAY<br>COTTONWOOD, AZ 86326<br>928-282-7787 | DATE<br>2/23/26   | DRAWN<br>IDV       | SHEET<br>4 OF 5          |
|                                                                                                                                                   | SCALE<br>AS SHOWN | CHECKED<br>RN      | PROJECT NO.<br>23-0102CE |

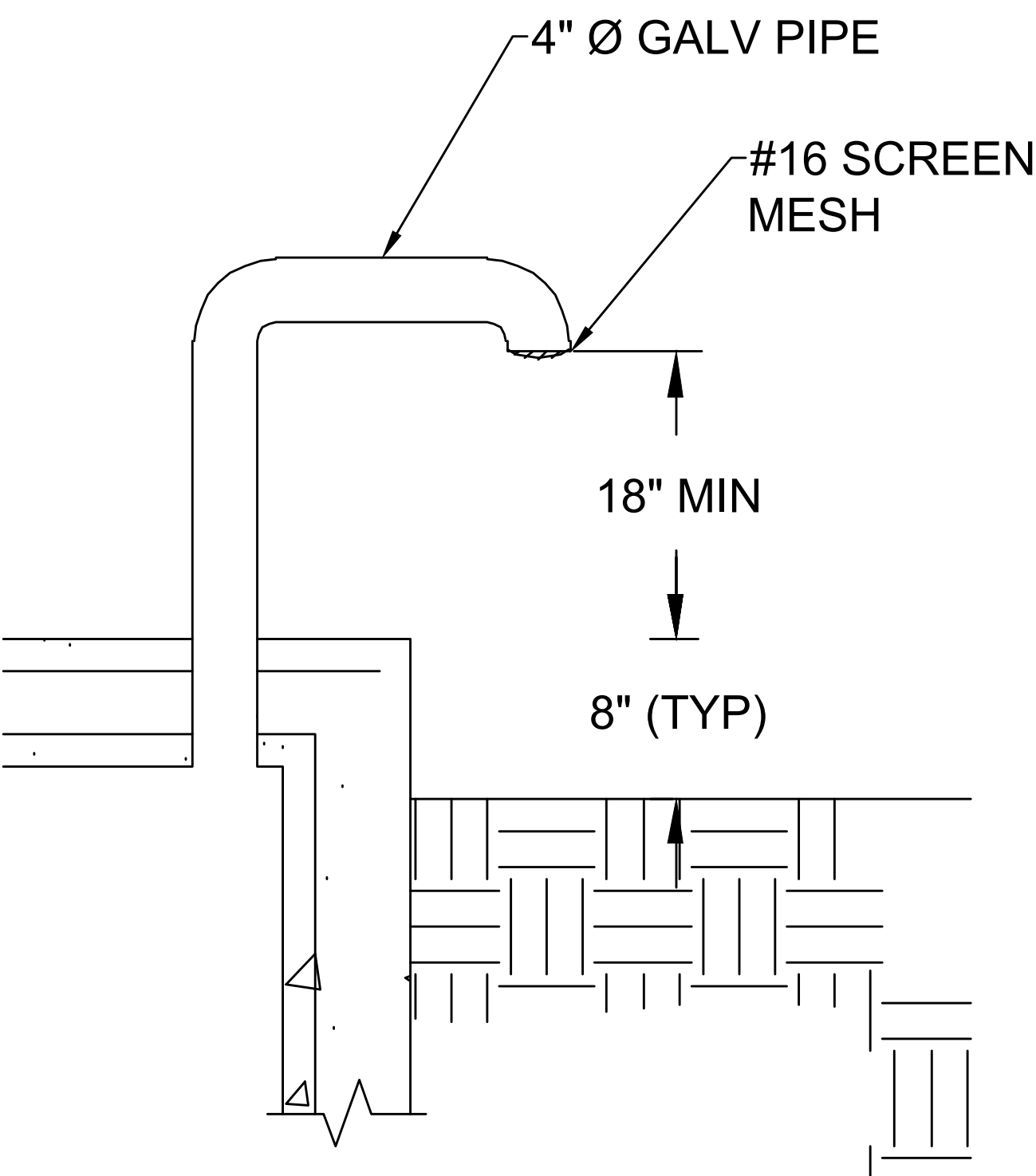
PROPOSED REGULATOR



PLAN VIEW



PROFILE VIEW



VENT PIPE DETAIL

| CALLOUTS |                                                       |      |
|----------|-------------------------------------------------------|------|
| #        | ITEM                                                  | QTY. |
| 1        | CLAVAL 4" 90.01 PRESSURE REDUCING VALVE.              | 1    |
| 2        | CLAVAL 2" 90.01 PRESSURE REDUCING VALVE.              | 2    |
| 3        | 2" POP OFF.                                           | 1    |
| 4        | 4" FL x PE SPOOL.                                     | 1    |
| 5        | 2" FL x PE SPOOL.                                     | 1    |
| 6        | 4" MJ SOLID SLEEVE.                                   | 1    |
| 7        | 8" INLINE VALVE LIVE TAP WITH TRAFFIC RATED VALVE BOX | 2    |
| 8        | 4" GATE VALVE W/ HAND WHEEL.                          | 2    |
| 9        | 2" GATE VALVE W/ HAND WHEEL.                          | 6    |
| 10       | 2" 90° ELBOW.                                         | 6    |
| 11       | 2" 4-WAY CROSS.                                       | 1    |
| 12       | 4" TO 2" TEE.                                         | 2    |
| 13       | 4" PIPE.                                              |      |
| 14       | 2" PIPE.                                              |      |
| 15       | 4" VENT PIPE, SEE DETAIL, SHEET 5.                    | 2    |
| 16       | SUMP PIT (SEE NOTE 2).                                | 1    |
| 17       | VAULT W/ LID, SEE NOTE 1.                             | 1    |

| EXISTING ITEMS |                            |
|----------------|----------------------------|
| A              | EXISTING 8" PIPE.          |
| B              | EXISTING 8" TO 4" REDUCER. |

- NOTES:
- CONCRETE SHALL BE CLASS 'A' PER MAG SPEC SEC 725. ALTERNATE DESIGN TO BE 8" CMU WALLS, GROUT ALL CELLS SOLID, USE 2-#4 REBAR IN BOND BEAM AT TOP OF WALLS & AT 30" ABOVE FOOTING. #4 REBAR @ 16" CENTERS FOR VERTICALS.
  - SUMP PIT TO BE 8 CUBIC FEET CLEAN #57 ROCK LINED WITH FILTER FABRIC (MIRAFI TYPE 140NL OR APPROVED EQUAL).
  - VALVES SHALL BE COMPRISED OF DUCTILE IRON WITH FLANGED CONNECTIONS UNLESS NOTED OTHERWISE.
  - MAIN LINE PIPING SHALL BE RESTRAINED EITHER SIDE OF THE PRV VAULT PER COC STD DETAILS 1303-1 & 1303-2 PER VALVES & DEAD END CONDITION.
  - ALL VALVES SHALL BE RESILIENT SEAT GATE VALVE UNLESS NOTED OTHERWISE.
  - SLOPE FLOOR AT 5% TO SUMP.
  - PRESSURE REDUCING CLAVAL SHALL INCLUDE THE FOLLOWING FEATURES:
    - X46A FLOW STRAINER
    - CK2 BALL VALVE / SHUT-OFF COCK (ISOLATION VALVE)
    - CV SPEED CONTROL (OPENING & CLOSING)ALL PRV PILOT SYSTEMS SHALL BE STAINLESS STEEL HIGH PRESSURE TUBING.
  - FINAL PRESSURE SETTINGS TO BE DETERMINED BY THE TOWN OF JEROME.
  - FITTINGS AND PIPE TO BE GALVANIZED.

SEE GENERAL NOTE 3.1 PRIOR TO CONSTRUCTION

**TOWN OF JEROME**  
SCHOOL ST. REGULATOR

**PROPOSED REGULATOR**

|                                                                                                                                                   |                 |                          |                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------|-----------------|
| <br>825 COVE PARKWAY<br>COTTONWOOD, AZ 86326<br>928-282-7787 | DATE<br>2/23/26 | DRAWN<br>IDV             | SHEET<br>5 OF 5 |
| SCALE<br>AS SHOWN                                                                                                                                 | CHECKED<br>RN   | PROJECT NO.<br>23-0102CE |                 |



**EXHIBIT D  
TO  
CONSTRUCTION CONTRACT  
BETWEEN  
TOWN OF JEROME  
AND  
LONGFELLOW EXCAVATING LLC**

(Payment and Performance Bonds)

See following pages.

## PAYMENT BOND

### KNOW ALL PERSONS BY THESE PRESENTS THAT:

---

Name of CONTRACTOR

---

Address of CONTRACTOR

a \_\_\_\_\_, hereinafter called PRINCIPAL and  
(Corporation), (Partnership) or (Individual)

---

Name of SURETY

---

Address of SURETY

hereinafter called SURETY, are held and firmly bound unto

---

Town of Jerome

Name of OWNER

---

600 Clark Street, P.O. Box 335 Jerome, AZ 86331

Address of OWNER

hereinafter called OWNER, in the total aggregate penal sum of one hundred thirty three thousand, one hundred ninety four dollars and sixty-eight cents (\$133,194.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that, whereas the PRINCIPAL entered into a certain contract with the OWNER, DATED THE 12<sup>th</sup> day of November, 2025, a copy of which is hereto attached and made a part of the construction contract for **THE GULCH DRAINAGE IMPROVEMENT PROJECT**.

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

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, A.R.S., and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of title 34, chapter 2, article 2, A.R.S., to the same extent as if they were copied at length in this Contract.

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

**IN WITNESS WHEREOF**, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

PRINCIPAL’S ATTEST:

PRINCIPAL

By: \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

Address: \_\_\_\_\_

SURETY’S ATTEST:

SURETY

By: \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

Address: \_\_\_\_\_

## PERFORMANCE BOND

### KNOW ALL PERSONS BY THESE PRESENTS THAT:

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Name of CONTRACTOR

---

Address of CONTRACTOR

a \_\_\_\_\_, hereinafter called PRINCIPAL and  
(Corporation), (Partnership) or (Individual)

---

Name of SURETY

---

Address of SURETY

hereinafter called SURETY, are held and firmly bound unto

---

Town of Jerome  
Name of OWNER

---

600 Clark Street, P.O. Box 335 Jerome, AZ 86331  
Address of OWNER

hereinafter called OWNER, in the total aggregate penal sum of one hundred thirty three thousand, one hundred ninety four dollars and sixty-eight cents (\$133,194.68) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that, whereas the PRINCIPAL entered into a certain contract with the OWNER, DATED THE 12<sup>th</sup> day of November, 2025, a copy of which is hereto attached and made a part of the construction contract for **THE GULCH DRAINAGE IMPROVEMENT**.

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

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, A.R.S., and all liabilities on this bond shall be determined in accordance with the provisions of title 34, chapter 2, article 2, A.R.S., to the extent as if it were copied at length in this Contract.

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

**IN WITNESS WHEREOF**, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

PRINCIPAL'S ATTEST:

\_\_\_\_\_  
PRINCIPAL

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

Attorney-in-Fact

(SEAL)

Address: \_\_\_\_\_

\_\_\_\_\_  
Witness as to PRINCIPAL

\_\_\_\_\_  
Address

SURETY'S ATTEST:

\_\_\_\_\_  
SURETY

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

(SEAL)

Address: \_\_\_\_\_

\_\_\_\_\_  
Witness as to SURETY

\_\_\_\_\_  
Address