



CITY OF BISBEE PUBLIC WORKS DEPARTMENT

Professional Services Agreement General Contractor

THIS AGREEMENT is made and entered into this 11th day of August, 2026 by and between CITY OF BISBEE, hereinafter referred to as the "City", and Sellers and Sons Inc., hereinafter referred to as the "Contractor".

I. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide services as a General Contractor, all material, labor and transportation as more specifically described in Exhibit "A" Scope of Services.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration for the performance of the services described in Attachment "A" the City shall pay the Contractor \$274,770.00.

The City will pay the Contractor following the submission of itemized invoices(s) for the services and material rendered. No payment shall be issued prior to receipt of material or service and correct invoicing. Each invoice must bear written certification by an authorized City representative confirming the services and material for which payment is requested have been performed and received. The City agrees to pay all properly documented invoices, for accepted work and material within thirty (30) days of receipt.

All notices, invoices and payment shall be made in writing and may be given by personal delivery, mail or e-mail.

The designated recipients for such notices, invoices and payments are as follows:

Contractor: Sellers and Sons, Inc.
Ben Sellers, Vice President
2845 E Ganley
Tucson, AZ 85706
520-295-1384

City: City of Bisbee
Matthew Gurney
Public Works Director
118 Arizona Street
Bisbee, AZ 85603
520-432-6001

III. Notice to Proceed

The Contractor shall not commence any billable work or provide any material or services under this Agreement until Contractor receives written notice from the Public Works Director to proceed

IV. TERMINATION

A. The City may cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is or becomes, at any time while the Agreement or any extension of the Agreement is in effect any employee of, or Contractor to any other party to this Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when written notice from the City is received by the parties to this Agreement, unless the notice specifies a later time.

- B. This Agreement may also be terminated at any time by mutual written consent.
- C. The City reserves the right to cancel the whole or any part of this Agreement due to failure of the Contractor to carry out any term, promise or condition of the Agreement. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the City:

1. Contractor provides personnel who do not meet the requirements of the Agreement;
2. Contractor fails to adequately perform the stipulations, conditions, or services/specifications required in the Agreement;
3. Contractor attempts to impose on the City personnel, materials, products, or workmanship that is not of an acceptable quality;
4. Contractor fails to furnish the required service and/or product within the time stipulated in the Agreement;
5. Contractor fails to make progress in the performance of the requirements of the Agreement and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the Agreement.

V. ENFORCEMENT, LAWS AND ORDINANCES

This agreement shall be enforced under the laws of the State of Arizona. Contractor must comply with all applicable federal, state, and local laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

VI. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by the City and the Contractor.

VII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

VIII. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, and hold harmless the City of Bisbee, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney's fees, reasonable court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Contractor, or anyone for whose acts Contractor may be liable. The City of Bisbee reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

IX. INSURANCE

Contractor and subcontractors 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.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City 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 or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$1,000,000

- Each Occurrence \$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: "The City of Bisbee, its departments, agencies, boards, officers, officials, agents and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

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) \$500,000

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Bisbee is named as an additional insured, the City of Bisbee 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. Contractor shall provide the City with certificates naming it as an additional insured.
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.

C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Bisbee. Such notice shall be sent directly to the Bisbee City Public Works Department, 118 Arizona Street, Bisbee, Arizona 85603.

D. **ACCEPTABILITY OF INSURANCE:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "AM.

Best" rating of not less than A- VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that

insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under 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.

All certificates required by this Contract shall be sent directly to the Bisbee City Public Works Department, Bisbee, Arizona 85603. **The City project/contract number and project description shall be noted on the certificate of insurance.** The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Contracting Agency in consultation with the Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

X. MISCELLANEOUS PROVISIONS

- A. No assignment of this Agreement or sub-agreement shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Public Works Department. All sub-contractors shall comply with Federal and State laws and regulations which are applicable to the services covered by the sub-agreement and shall include all the terms and conditions set forth herein which shall apply with equal force to the sub-agreement, as if the sub-contractor were the Contractor referred to herein. The Contractor is responsible for Agreement performance whether or not sub-contractors are used.
- B. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information must be referred to the City.
- C. All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the City and shall not be used by the Contractor or any other person except with the prior written permission of the City.
- D. This Agreement is subject to the provisions of A.R.S. §38-511.
- E. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable Federal regulations under the Act.

XI. LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

The City shall have the right at any time to inspect the books and records of the Contractor and any sub-Contractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

The Contractor shall advise each sub-contractor of the City's rights, and the sub-contractor's obligations, under this Section by including a provision in each sub-agreement substantially in the following form:

"The sub-Contractor hereby warrants that it will at all times during the term of this Agreement comply with all federal laws applicable to the sub-contractor's employee and the requirements of A.R.S. § 23-214(A). The sub-contractor further agrees that the City may inspect the sub-contractor's books and records to insure that the sub-contractor is in compliance with these requirements. Any breach of this paragraph by the sub-contractor will be deemed to be a material breach of this Agreement subjecting the sub-contractor to penalties up to and including suspension or termination of this Agreement."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Contractor shall be entitled to an extension of time, but not costs.

XII. CONFLICT OF INTEREST

The Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

XIII. E-VERIFY REQUIREMENTS

To the extent applicable under A.R.S. § 41-4401, Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A). Consultant's or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City. The City retains the legal right to randomly inspect the papers and records of Consultant and its subcontractors who work on this Agreement to ensure that Consultant and its subcontractors are complying with the above-mentioned warranty.

XIV. AGREEMENT SUBJECT TO APPROPRIATION

The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no

obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

XV. ISRAEL

To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

XVI. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

By entering into this Agreement, Consultant certifies and agrees Consultant does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) 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.

This Agreement represents the entire agreement between the CITY and the CONTRACTOR relating to this requirement and shall prevail over any and all previous verbal and written agreements.

CONTRACTOR:

Benjamin T Sellers 08/12/26
Ben Sellers, Vice President Date

ATTEST:

Nina Williams 8/12/26
Nina Williams, Acting City Clerk Date

APPROVED BY:

Ken Budge 08/11/2026
Ken Budge, Mayor Date

APPROVED AS TO FORM:

Joseph D. Estes 08/07/26
Joseph D. Estes, City Attorney Date

Exhibit "A"

TECHNICAL SPECIFICATIONS

1.01 INTRODUCTION

All equipment, tools, labor and other required items shall be provided, installed, and constructed by the Contractor to provide the Owner with complete, ready to use facilities. Contractor shall provide Owner with all written equipment warranties. All necessary materials and work required to accomplish this are the responsibility of the Contractor alone, whether or not specifically indicated on the drawings or stated in the specifications.

1.02 LOCATION

The work to be constructed is to be located at 61 Brewery Avenue, Bisbee, AZ.

1.03 UTILITY OBSTRUCTIONS

A. The Contractor, as required by law, shall call Arizona 811 for the locations of all underground utilities at least five days before the start of work. The Contractor shall verify whether known utility companies providing service in the area participate in Arizona 811 and shall directly contact non-participating utility companies to complete his/her utility investigation. The contractor is responsible for determining in advance of construction operations the location of all overhead and underground utilities that may interfere with the Contractor's construction operations. The Contractor is responsible for coordinating with the appropriate utility company to remove or relocate utility obstructions. Any utility relocations or adjustments necessary for completion of the work shall be relocated or adjusted by the Contractor, or the Contractor shall be responsible for arrangement and/or relocation of conflicting utilities by other agencies. Such work is considered incidental to the contract, and no additional compensation will be provided.

B. Additional pavement removal and replacement required to relocate utility lines will be incidental to all other contract items and no reimbursement shall be made to the Contractor for this work, if required.

1.04 CONTRACTOR'S USE OF PREMISES

A. The Contractor shall not utilize any land not indicated as being available without the written approval of the landowner.

B. The Contractor shall obtain all necessary City of Bisbee right-of-way use permits and shall follow all requirements and provide traffic control during construction activity within the public right-of-way, as per the permit issued by the entity of Jurisdiction.

C. The Contractor is obligated through this contract to conduct his work so as to not unnecessarily impede any work being done by others on or adjacent to the site.

1.05 ACCESS TO CONSTRUCTION SITES

The Contractor shall investigate access to the job site. The Engineer suggests a field visit to the job site to verify access for equipment and the need to maintain public access at all times including vehicular and pedestrian.

1.06 PROTECTION AND RESTORATION

A. If required by the Owner, all existing features and improvements shall be restored by the Contractor equivalent to the condition existing prior to construction, at no additional cost to the Owner.

B. Trees within construction areas shall be preserved to the maximum extent practical, unless specifically indicated on the plans or directed by the Engineer or Owner to be removed or altered.

C. Contractor shall reinstall all fences and restore private property removed during construction back to its original condition.

D. The Contractor shall be responsible for all damage done to persons or property directly or indirectly caused by his operations.

1.07 COMMUNICATIONS

The Contractor shall communicate any complaints about dust or noise, etc. to the Owner on the day the complaint is received. Additionally, the Contractor shall make every effort to work with citizens and utility companies to minimize inconvenience to the public.

1.08 NOISE

The Contractor shall make every reasonable effort to keep construction noise to a minimum.

1.08 DUST CONTROL

The Contractor shall prevent any dust nuisance due to his construction operations. Payment for dust control will not be made. Dust control is considered to be incidental and no additional compensation will be permitted.

1.09 SUPERVISION

The Contractor will initiate, supervise and direct all work. The Contractor will be solely responsible for the means, methods, techniques and procedures of construction. The Contractor shall have an English speaking superintendent on the job at all hours, when construction is in progress.

1.10 WORKING HOURS

Normal working hours shall be from 6:00 a.m. to 6:00 p.m. Monday through Friday, unless requirements for a specific operation dictate otherwise.

1.11 CLEAN-UP

The Contractor shall execute daily clean-up to keep the project site and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from construction operations, as well as provided on-site containers for the collection of waste materials, debris, and rubbish. Waste materials, debris and rubbish shall be removed and disposed of at an approved disposal area. Upon completion and before making application for acceptance of the work, the Contractor is required to completely clean the site as directed by the Owner and no additional compensation will be made by the owner. Final acceptance of the work will not be made until the Contractor has complied to the satisfaction of the Owner with this provision. Clean-up is considered to be incidental and no additional compensation shall be permitted.

1.12 MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall provide all signing and personnel necessary for the maintenance and protection of the traveling public and shall be responsible for all traffic control for the duration of this project, in accordance with the requirements of the Owner and/or MAG Specifications, as applicable. The Contractor shall be responsible for compliance with the Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition and the Arizona Supplement to the MUTCD, 2009 Edition, in accordance with the requirements or conditions of the A.D.O.T. Right-of-Way Use Permit(s) issued for any/all construction programs under this contract. Further, as/if required by said permit, the Contractor is responsible for developing a traffic control plan for each site indicated on the permit and must submit to and receive written approval of the traffic control plan from the A.D.O.T. area Permits Supervisor prior to any construction activities at the site. The Contractor shall provide, operate, and maintain equipment and personnel as required to expedite public vehicular traffic flow and access in areas affected by construction operations. The Contractor shall control construction personnel's private vehicular parking to preclude interference with public and private traffic or parking.

1.13 REGULATORY REQUIREMENTS

Where required, the work shall conform to all applicable building, plumbing, mechanical, and electrical codes. All equipment and facilities provided shall meet OSHA requirements whether or not such requirements are specifically indicated or described in the contract documents. The Contractor's attention is directed to OSHA C.F.R. Part 1926 Subpart P for excavations. OSHA requires that all trenches over 5 feet deep in either hard and compact or soft and unstable soil shall be sloped, sheeted, braced or otherwise supported. The Contractor shall submit the method to be employed in these situations. A "competent person" as defined by OSHA shall be designated to the Engineer if any trenches are in excess of 5 feet in depth, and this person must be present during all trenching operations. Such "competent person" is required by this contract to inspect the work site at the end of each day for dangers to the public and to children tempted to play at unsecured work sites.

1.14 SANITATION

The Contractor shall provide suitable sanitation facilities for the use of employees at the construction site or make appropriate arrangements. Sanitation is considered to be incidental and no additional compensation shall be permitted.

1.15 GUARANTEE

The Contractor shall guarantee all work against defects of material and workmanship for the period of one year from the date of substantial completion.

1.16 MOBILIZATION

Quantities listed on the bid form and on the approved plans are estimates given solely for the purpose of indicating the scope of work and comparing bids for unit price contracts. The estimated quantities may not accurately reflect the proper measure of materials for the Contractor to purchase. The Contractor shall make his/her estimate from the construction plans to minimize shortages or

excesses of materials. No payment will be made for excess materials. After the contract is awarded, the quantities of work listed by any pay items, may be increased or decreased a reasonable amount at the discretion of the Owner, without in any way invalidating the unit bid price. The unit prices in the bid are binding on the Contractor unless there is a gross error in the estimated quantities or scope of work. The total cost of project improvements is to be paid for by the unit price listed in the bid schedule. Items which have a basis for measurement and payment herein and which are incidental to or required in the construction of the work but are not included as items in the bid schedule shall be considered an integral part of the contract, and all labor, materials, etc. required for such items shall be furnished by Contractor and the cost of same included in the unit price bid. Unit price items, complete, in place, and ready for use, shall be paid for at the unit price bid for the quantity actually installed unless these Technical Specifications provide otherwise. Payment for materials are available for inspection at the Contractor's job site yard, and for which invoices are present to the Engineer. Any equipment and materials to be paid by the Owner must be stored at a site which is fenced and secured. Above, on, or below ground obstructions, utilities, features, or improvements which interfere with the work or which must be moved, removed, and/or restored to accomplish the job are considered as incidental work for which separate payment will not be made if separate bid items are not specifically given for such in the Contract Documents. Lump sum items include all labor and materials required to provide a complete and ready-to-use installation and will be paid for at the lump sum price bid (provided the item is awarded and completed). The Owner reserves the right to delete items of work where reasonable and no claims shall be made by the Contractor for any loss of anticipated profits.

Exhibit "B"

SCOPE OF WORK FOR RETAINING WALL RECONSTRUCTION

The purpose of this Scope of Work is to describe the requirements for the reconstruction of a retaining wall located at 61 Brewery Avenue, Bisbee, Arizona, Assessor Parcel #10362290. This retaining wall is located along the east side of the parcel and is adjacent to property owned by the City of Bisbee. A portion of the wall has failed and presents an immediate safety issue.

The Scope of Work shall include but not be limited to the following: Provide all labor, materials, equipment, and supplies to perform the repairs detailed on the plans, including excavation and removal of debris from the failed retaining wall, construction of the new footing, cast in-place shotcrete retaining wall, slotted drainpipe with filter sock, fence, drainage and restoration of all disturbed areas. The project will be paid as a lump sum bid.

A non-mandatory pre-bid conference may be scheduled at the project site; 61 Brewery Avenue, Bisbee, AZ. This meeting will allow contractors an opportunity to discuss the project scope and to resolve any questions.

The safety of the contractor's employees and the public is a main priority of the City of Bisbee. Contractors are required to comply with all OSHA regulations to protect themselves and the public. The contractor shall provide the City of Bisbee with certification that a current insurance policy is in-force and complies with the minimum requirements of the City of Bisbee.

Trash, construction debris, cleared vegetation, excavated material unsuitable to be incorporated in the construction shall be removed by the contractor and shall be legally disposed of offsite in accordance with all federal, state and local regulations.

The location of existing utilities and drain lines shown on the plans are not guaranteed but indicate generally their location according to the best knowledge of the City of Bisbee. The contractor shall notify Arizona 811 and any utility companies who may have underground utilities in the vicinity not less than five (5) working days prior to the start of construction to verify the location and depths of utilities. The contractor shall take inventory of the exact location of all vaults, boxes, conduits, ducts, cables, pipe systems, etc. and shall protect said utilities. Any damage caused by operation of the contractor shall be repaired by the contractor at his own expense.

The contractor shall ensure that any vehicles or equipment utilized on this project comply with the legal load limits. The contractor shall be responsible for any damage that may result to any streets, bridges, culverts or any other structure caused by any actions or negligence of the contractor.

It is the intent to limit all construction activities to a time limit that minimizes impact to area residents. The contractor shall submit a proposed work schedule to the City of Bisbee prior to commencing construction. The City of Bisbee has the right to modify the proposed schedule if it is deemed that the proposed schedule does not comply with the City's guidelines.

There is limited space within the project area, and there are residential and commercial operations adjacent to the project site. The contractor shall make arrangements with the neighboring occupants to assure that safe access to residential and commercial operations are maintained at all times.

The contractor shall maintain a clear travel way for emergency vehicles and general access to abutting properties at all times unless authorization is obtained from the City of Bisbee to restrict traffic along the project vicinity.

Exhibit "C"

STANDARD SPECIFICATIONS

STANDARD DETAILS AND SPECIFICATIONS

INTRODUCTION

All construction methods and materials shall conform to the Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications and Details for Public Works Construction (current edition); and the Standard Specifications for Road and Bridge Construction by the Arizona Department of Transportation, where applicable; and are to be considered as part of these Technical Specifications.