



LAKE HAVASU CITY, ARIZONA  
ADMINISTRATIVE SERVICES DEPARTMENT  
◆ PROCUREMENT ◆

**INVITATION TO BID**  
**FY 2023-24 ASPHALT REHAB LONDON BRIDGE BEACH AND ROTARY**  
**PARK**  
**B24-PW-500483**  
**ADDENDUM NO. 4**  
**MAY 7, 2024**

Attention is called to the following changes, additions, clarifications and/or deletions to the original solicitation and they shall be taken into account in preparing submissions:

There is no change in the opening date. **Submissions are due no later than 3:00 p.m., Arizona Time, MAY 15, 2024**, at the City Clerk's Office, 2330 McCulloch Blvd. N., Lake Havasu City, AZ 86403.

**ITEM ONE (1): QUESTIONS AND ANSWERS**

**Question 1:** Can London Bridge Beach Park be 100% closed during construction?

**Answer 1:** *No. The park must remain 50% open at all times.*

**Question 2:** Can Rotary Park be completely closed during construction?

**Answer 2:** *No. Only one section at a time can be closed.*

**Question 3:** Is there any fog seal required on the new paving after completion and will temporary striping be required if fog sealing is required?

**Answer 3:** *Neither fog seal nor temporary striping are required.*

**Question 4:** Can you clarify who is paying for the concrete, asphalt, and base including the trucking and delivery to the work sites?

**Answer 4:** *It will be the Contractor's responsibility. Each firm should factor that cost into their respective bids.*

**Question 5:** What is the maximum tonnage per hour of A/B and o/or A/C to be delivered to each site?

**Answer 5:** *The awarded Contractor will need to coordinate with pit management.*

**Question 6:** Your asphalt supplier advised they have a dumpsite around Site Six for the excavated soils. Are there any special permits that will need to be obtained by the successful bidder?

**Answer 6:** *No special permits are required; however, the awarded Contractor will need to clean up and properly dispose of any soil and debris.*

**Question 7:** In reference to Question 6, what will the City require for BPM's on stockpiles of stored soils?

**Answer 7:** *BP's will be required: straw, waddles, and dust control.*

**Question 8:** Does the City anticipate any permits being needed for this project that the Contractor would be responsible paying for?

**Answer 8:** *There will not be any permits; however, the awarded Contractor would be responsible for any required licenses, including the City business license.*

**Question 9:** Is there a Geotechnical report showing the water level in the proposed work areas?

**Answer 9:** *No.*

**Question 10:** Is there a coring report to identify the existing asphalt thickness?

**Answer 10:** *No. The existing thickness is believed to be in the range of 2 to 3 inches.*

**Question 11:** Would the City consider an alternate bid of paving 3" of compacted asphalt on existing native and adding Goldstar Asphalt Products Liquid Lock (LL#350) to the existing soils in lieu of the over excavation?

**Answer 11:** *No, the City will not be considering alternate bids.*

**Question 12:** Can you confirm if over excavation of the soils is required? Are you asking the successful bidder to over excavate 8" below the 10" to be replaced?

**Answer 12:** *No. Only the 10" to be replaced (8" of base and 2" of asphalt cover) is required.*

**Question 13:** Section 310-4 states that the Contractor is responsible for "water disposal, baling, & shoring". Can you confirm these items are irrelevant to this project and will not be required of the Contractor?

**Answer 13:** *Those requirements are irrelevant.*

**Question 14:** If no subcontractors or suppliers are to be utilized for this project, is a good faith effort still required.

**Answer 14:** *This question was addressed in Question 2 of Addendum 2.*

**Question 15:** The sample contract included in the package has the wrong project information. Will this be corrected?

**Answer 15:** *The document included in the package is only a sample. Any information for this project will be included in that actual contract sent to the successful bidder.*

**Question 16:** Is Builder's Risk insurance required as the successful bidder would not be working on a building or structure?

**Answer 16:** *The Builder's Risk was inadvertently included in the insurance requirements. The corrected requirements are presented as Attachment A to this Addendum.*

**Question 17:** Does the City have an anticipated start date for this project?

**Answer 17:** *We do not have an exact date. The contract resulting from this solicitation will require City Council approval. If there are no issues with getting this before Council and approved we hope to start the project before the end of June.*

**Question 18:** Will the City require any temporary office facilities as stated in the specs?

**Answer 18:** *No.*

**Question 19:** Should all wheelstop replacements be done with concrete wheelstops?

**Answer 19:** *The City will be responsible for removing and replacing any parking blocks.*

**Question 20:** Should all wheelstop replacements be done with 4" in lieu of 6"?

**Answer 20:** *The City will handle all parking blocks.*

**Question 21:** Are there any fixed finish grade elevations that the Contractor will be responsible to match?

**Answer 21:** *No, but the Contractor will be responsible for making sure all necessary slope percentages are followed and drainage flows properly.*

**Question 22:** If there are no civil drawings, the Contractor will only be held responsible for positive drainage?

**Answer 22:** Yes.

**Question 23:** Is it agreed that all handicap stalls will not exceed 2% fall in all directions on new paved surfaces and path of travel will not exceed 8%?

**Answer 23:** Yes.

**Question 24:** Are there any sidewalk or ramp designs to consider?

**Answer 24:** No.

**END OF QUESTIONS**

Andrew Klos, MBA, CPPB  
Senior Procurement Specialist

FY 2023-24 ASPHALT REHAB LONDON BRIDGE BEACH AND ROTARY PARK  
B24-PW-500483

LAKE HAVASU CITY CONSTRUCTION CONTRACT  
INDEMNIFICATION AND INSURANCE REQUIREMENTS  
(long form)

**I. INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend, save, and hold harmless the CITY, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation, and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the CONTRACTOR or any of its owners, officers, directors, agents, employees, or contractors. This Indemnity includes any claim or amount arising out of or recovered under Workers' Compensation law or arising out of the failure of the CONTRACTOR to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the CITY shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CITY, be indemnified by CONTRACTOR from and against any and all claims. It is agreed that CONTRACTOR will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. The amount and type of insurance coverage requirements required by this Agreement will in no way be construed as limiting the scope of indemnity in this Section.

**II. INSURANCE REQUIREMENTS**

A. CONTRACTOR and its 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, its agents, representatives, employees or subcontractors.

B. The insurance requirements herein are minimum requirements for this CONTRACT and in no way limit the indemnity covenants contained in this CONTRACT. 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, its agents, representatives, employees or subcontractors, and CONTRACTOR is free to purchase additional insurance.

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C. MINIMUM SCOPE AND LIMITS OF INSURANCE: CONTRACTOR shall provide coverage with limits of liability not less than those stated below.

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

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

- a. General Aggregate \$2,000,000
- b. Products – Completed Operations Aggregate \$1,000,000
- c. Personal and Advertising Injury \$1,000,000
- d. Blanket Contractual Liability – Written and Oral \$1,000,000
- e. Fire Legal Liability \$ 50,000
- f. Each Occurrence \$1,000,000

i. The policy shall be endorsed to include the following additional insured language: "*Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR*".

ii. Policy shall contain a waiver of subrogation against Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers and employees for losses arising from work performed by or on behalf of the CONTRACTOR.

iii. Completed operations coverage shall remain effective for at least two years following expiration of CONTRACT.

2. **Business Automobile Liability**

a. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this CONTRACT.

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

i. The policy shall be endorsed to include the following additional insured language: "Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR, involving automobiles owned, leased, hired or borrowed by the CONTRACTOR."

- ii. Policy shall contain a waiver of subrogation against Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers and employees for losses arising from work performed by or on behalf of the CONTRACTOR.

**3. Workers' Compensation and Employers' Liability**

a. Workers' Compensation	Statutory
b. Employers' Liability Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- i. Policy shall contain a waiver of subrogation against Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers and employees for losses arising from work performed by or on behalf of the CONTRACTOR.
- ii. This requirement shall not apply if exempt under A.R.S. Section 23-901.

**4. Professional Liability (Errors and Omissions Liability)**

a. Each Claim	\$1,000,000
b. Annual Aggregate	\$2,000,000

- i. In the event that the professional liability insurance required by this CONTRACT is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy shall precede the effective date of this CONTRACT; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this CONTRACT is completed.
- ii. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this CONTRACT.

**6. Contractor's Personal Property**

CONTRACTOR and each of its subcontractors and suppliers shall be solely responsible for any loss or damage to its or their personal property and that of their employees and workers, including, without limitation, property or materials created or provided pursuant to this CONTRACT, any subcontract or otherwise, its or their tools, equipment, clothing,

fencing, forms, mobile construction equipment, scaffolding, automobiles, trucks, trailers or semi-trailers including any machinery or apparatus attached thereto, temporary structures and uninstalled materials, whether owned, used, leased, hired or rented by CONTRACTOR or any subcontractor, consultant or supplier or employee or worker (collectively, "Personal Property"). CONTRACTOR and its subcontractors, consultants and suppliers, at its or their option and own expense, may purchase and maintain insurance for such Personal Property and any deductible or self-insured retention in relation thereto shall be its or their sole responsibility. Any such insurance shall be CONTRACTOR's and the subcontractors', suppliers' volunteers and employees' and workers' sole source of recovery in the event of loss or damage to its or their Personal Property. Any such insurance purchased and maintained by CONTRACTOR and any subcontractor, consultant or supplier shall include a waiver of subrogation as to Owner. CONTRACTOR waives all rights of recovery, whether under subrogation or otherwise, against all such parties for loss or damage covered by CONTRACTOR's property insurance. CONTRACTOR shall require the same waivers from all subcontractors and suppliers and from the insurers issuing property insurance policies relating to the Work or the Project purchased and maintained by all subcontractors and suppliers. The waivers of subrogation referred to in this subparagraph shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property which is the subject of the loss or damage.

## **7. Theft, Damage, or Destruction of Work**

In the event of theft, damage or destruction of the Work, CONTRACTOR will re-supply or rebuild its Work without additional compensation and will look to its own resources or insurance coverages to pay for such re-supply or rebuilding. CONTRACTOR will promptly perform, re-supply or rebuild, regardless of the pendency of any claim by CONTRACTOR against any other party, including Owner, that such party is liable for damages, theft or destruction of CONTRACTOR's Work. This subparagraph shall apply except to the extent that the cost of re-supply or rebuilding is paid by Owner's builder's risk insurance; in such event, Owner waives (to the fullest extent permitted by the builder's risk policy) all rights of subrogation against CONTRACTOR and each of its subcontractors to the extent of such payment by Owner's builder's risk insurer.



- D. ADDITIONAL INSURANCE REQUIREMENTS: The General Liability and Business Automobile policies shall include, or be endorsed to include, the following provisions:
1. Lake Havasu City, its departments, agencies, boards, commissions and its officers, officials, agents, volunteers and employees wherever additional insured status is required. Such additional insured shall be covered 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 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.
- E. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this CONTRACT shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days written notice to City. Such notice shall be mailed directly to Lake Havasu City, Community Investment Department, Procurement Division, 2330 McCulloch Blvd. North, Lake Havasu City, AZ, 86403 and shall be sent by certified mail, return receipt requested.
- F. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. CITY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE:
1. CONTRACTOR shall furnish CITY with certificates of insurance 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 and the Project/contract number and project description shall be noted on the certificate of insurance.
  2. All certificates and endorsements are to be received and approved by CITY at least ten (10) days 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.

3. All renewal certificates required by this CONTRACT shall be sent directly to Lake Havasu City, Community Investment Department, Procurement Division, 2330 McCulloch Blvd. North, Lake Havasu City, AZ, 86403. The Project/contract number and project description shall be noted on the certificate of insurance. CITY reserves the right to require complete, certified copies of all insurance policies required by this CONTRACT at any time.
- H. SUBCONTRACTORS: CONTRACTOR's certificate(s) shall include all subcontractors as insureds under its policies **or** CONTRACTOR shall furnish to CITY separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
  - I. APPROVAL: Any modification or variation from the insurance requirements in this CONTRACT must have prior approval from the CITY's Human Resources/Risk Management Division, whose decision shall be final. Such action will not require a formal CONTRACT amendment, but may be made by administrative action.
  - J. EXCEPTIONS: In the event the CONTRACTOR or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.