



LAKE HAVASU CITY

**LAKE HAVASU CITY
ARIZONA**

**2015/16 WATER MAIN REPLACEMENTS
(Project No. WT3080)**

**COMBINED
CONTRACT DOCUMENTS
AND
SUPPLEMENTAL TECHNICAL SPECIFICATIONS**

BID SET

SEPTEMBER 2016



EXPIRES 12-31-2016

ATKINS

Prepared By:



Bidder's Name and Address

**LAKE HAVASU CITY
2015/16 WATER MAIN REPLACEMENTS
(Project No. WT3080)**

CONTRACT DOCUMENTS

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TECHNICAL SPECIFICATIONS

Standard Technical Specifications for Public Works Construction as furnished by Lake Havasu City, latest edition, are not included within this document. They can be found on Lake Havasu City's website at:

<http://www.lhcaz.gov/community-investment/engineering/engineering-specifications>

Modifications to the Standard Technical Specifications are marked with an "*" and are provided in Section 00800.50.0. The following Standard Specifications are used.

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01200	–	MOBILIZATION/DEMOBILIZATION
SECTION 01300	–	FORCE ACCOUNT
SECTION 01320*	–	PROJECT MEETINGS, SCHEDULES, AND REPORTS
SECTION 01325*	–	CONSTRUCTION PHOTOGRAPHS
SECTION 01330*	–	SUBMITTALS
SECTION 01420	–	DEFINITIONS AND STANDARDS
SECTION 01520	–	FIELD OFFICES AND SHEDS
SECTION 01530	–	TEMPORARY BARRIERS AND CONTROLS
SECTION 01560	–	TEMPORARY UTILITIES AND FACILITIES
SECTION 01580*	–	PROJECT IDENTIFICATION AND SIGNS
SECTION 01600	–	EQUIPMENT AND MATERIALS
SECTION 01631	–	SUBSTITUTIONS
SECTION 01780*	–	CONTRACT CLOSEOUT

DIVISION 2 – SITEWORK

SECTION 02100	–	CLEARING AND GRUBBING
SECTION 02110	–	REMOVAL OF EXISTING IMPROVEMENTS
SECTION 02200*	–	EARTHWORK
SECTION 02254*	–	SHEETING AND SHORED EXCAVATIONS
SECTION 02300*	–	TRENCH EXCAVATION AND BACKFILLING
SECTION 02310	–	FLOWABLE FILL
SECTION 02321*	–	EXCAVATION, FILLING AND BACKFILLING FOR STRUCTURES
SECTION 02515	–	UTILITY VALVES AND ACCESSORIES
SECTION 02532	–	UTILITY STRUCTURES
SECTION 02535	–	PIPE INSTALLATION
SECTION 02550*	–	WATER PIPING SYSTEMS
SECTION 02600	–	SUBGRADE PREPARATION
SECTION 02610	–	AGGREGATE BASE COURSE
SECTION 02630	–	ASPHALT CONCRETE PAVEMENT
SECTION 02635	–	ASPHALT CONCRETE OVERLAY
SECTION 02650	–	TRAFFIC CONTROL

DIVISION 3 – CONCRETE

- SECTION 03100* – CONCRETE FORMWORK
- SECTION 03200 – CONCRETE REINFORCEMENT
- SECTION 03300* – CONCRETE STRUCTURES
- SECTION 03310 – CONCRETE CURB, GUTTER, SIDEWALK AND DRIVEWAYS

DIVISION 9 – FINISHES

- SECTION 09900* – PROTECTIVE COATINGS

SUPPLEMENTAL TECHNICAL SPECIFICATIONS

- SECTION 01110 – SUMMARY OF WORK
- SECTION 01210 – MEASUREMENT AND PAYMENT
- SECTION 01510 – WORK SEQUENCE
- SECTION 02050 – DEMOLITION AND REMOVALS

APPENDICES

APPENDIX A – WATER INFRASTRUCTURE FINANCE AUTHORITY (WIFA) DOCUMENTS

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SECTION 00020
NOTICE INVITING BIDS
Lake Havasu City

PROJECT NO.: WT3080

PROJECT NAME: 2015/16 WATER MAIN REPLACEMENTS

BID DUE DATE: OCTOBER 20, 2016

BID DUE TIME: 3:00 p.m., ARIZONA TIME

PROJECT DESCRIPTION:

This project consists of the installation of approximately 8,485 linear feet of 6-inch waterline and 4,820 linear feet of 8-inch waterline within thirteen (13) select areas identified within the Lake Havasu City Water Master Plan Update. These small diameter pipes were identified for purposes of ultimate build out as well as due to high pressures and multiple breaks within the past few years. The work includes, but is not limited to, pipeline construction, concrete and pavement removal and replacement, water service improvements, and fire hydrant removal and replacement.

Sealed bids for the project specified will be received by the **City Clerk's Office, 2330 N. McCulloch Boulevard, Lake Havasu City, Arizona, 86403** until the time and date stated. **Bids received by the correct time and date will be opened and read aloud immediately thereafter in Room 109 of Lake Havasu City Hall.**

Bids must be clearly addressed to the City Clerk's Office, 2330 McCulloch Blvd. N, Lake Havasu City, Arizona, 86403, and received no later than the exact time and date indicated above. Late bids will not be considered under any circumstances.

Bids must be submitted in a sealed envelope with the Project Number and the bidder's name and address clearly indicated on the envelope. All bids must be completed in ink or typewritten on a form to be obtained from the specifications and a complete Invitation for Bid returned along with the offer no later than the time and date cited above.

Bid documents and specifications are available on Lake Havasu City's website at www.lhcaz.gov or on DemandStar at www.demandstar.com. For documents obtained outside of DemandStar please contact, Lynette Singleton, purchasing@lhcaz.gov, to be added to the planholders' list.

For technical information, contact Sean Perrotto, Slater Hanifan Group, at 928.202.4104.

BONDS:

Bid Bond: 10%
Labor and Material Bond: 100%
Faithful Performance Bond: 100%

Project Completion Date: 150 calendar days after Notice to Proceed.

Lake Havasu City reserves the right to accept or reject any or all bids or any part thereof and waive informalities deemed in the best interest of the City.

Pursuant to the Americans with Disabilities Act (ADA), Lake Havasu City endeavors to ensure the accessibility of all of its programs, facilities and services to all persons with disabilities. If you need an accommodation for this meeting, please contact the City Clerk's office at (928) 453-4142 at least 24 hours prior to the meeting so that an accommodation may be arranged.

Publication Dates: September 20th and 27th, 2016

**** END OF SECTION 00020 ****

SECTION 00100
INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The City of Lake Havasu City, Arizona, (hereinafter called the "Owner") invites Bids on the form attached hereto. All blanks must be appropriately filled in. The Bidder shall also complete and submit a form listing proposed subcontractors as enclosed herein. Any subcontractors proposed to be used on the project but not listed on this form shall not be considered when evaluating the Contractor's qualifications and ability to perform the work. Bids for **2015/16 WATERMAIN REPLACEMENTS, Project No. WT3080** will be received by the **City Clerk's office, 2330 N. McCulloch Boulevard, Lake Havasu City, Arizona 86403 no later than 3:00 P.M., Arizona Time, October 20, 2016**, where said Bids will be publicly opened and read aloud immediately thereafter in the Room 109 of Lake Havasu City Hall.

The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) days after the actual date of the opening thereof.

2. PREPARATION OF BID

Each Bid must be submitted on the prescribed Form. Each Document must be submitted with an original signature of the Bidder, as well as all witnesses indicated therein. All blank spaces for Bid prices must be filled in, in ink or typewritten, in both words and figures.

Each Bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, the Bidder's address, and the name and number of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid form.

3. PRE-BID MEETING

The pre-bid conference will be held for this project at the time and place stipulated in Section 00020 - Notice Inviting Bids, as modified by Addenda.

4. FACSIMILE BIDS OR MODIFICATIONS

No facsimile ("FAX") Bids or bid modifications will be accepted. Any modifications to the Bid shall be made by an authorized representative of the bidding company

in person.

5. **QUALIFICATIONS OF BIDDER**

The Owner may make such investigations as he deems necessary to determine the qualifications of and the ability of the Bidder to perform the Work, and the Bidder shall furnish the Owner such information and data for this purpose as the Owner may request.

The Owner may request that the Bidder provide a list of key people for the project with their related work experience.

The Owner reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein in a timely manner. Conditional Bids will not be accepted.

All Bidders and listed subcontractors must be valid Arizona Licensed Contractors at the time of Bidding, approved by the Arizona State Registrar of Contractors to do the type and amount of work specified in these documents. In accordance with the Arizona State Registrar of Contractors, the Bidder must possess a minimum of a Class A- Arizona Contractor's License to perform the type and amount of work specified in these documents. **Failure of any bidder to possess all contractors' licenses as listed in the bid packet, at the time of bidding, shall result in the bid being considered non-responsive and not in substantial compliance, and any such bid shall not be considered.** Refer to Section 00420, page 3, item 13.

6. **ARITHMETIC DISCREPANCIES IN THE BID**

A. For the purpose of the evaluation of Bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the Bid Schedule as submitted by Bidders:

1. Obviously misplaced decimal points will be corrected;
2. In case of discrepancy between unit price and extended price, the unit price will govern;
3. Apparent errors in extension of unit prices will be corrected;
4. Apparent errors in addition of lump sums and extended prices will be corrected; and
5. In case of discrepancy between words and figures in unit prices, the amount shown in words shall govern.

- B. For the purpose of Bid evaluation, the Owner will evaluate the bids on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above.

7. INCOMPLETE BIDS

Failure to submit a Bid on all items in the Schedule will result in an incomplete Bid and the Bid may be rejected. **UNIT OR LUMP SUM PRICES MUST BE SHOWN FOR EACH BID ITEM WITHIN THE SCHEDULE.**

NOTE: FAILURE TO INDICATE UNIT OR LUMP SUM PRICES IN THE APPROPRIATE COLUMN, WITH THE EXTENSION OF THE PRICES IN THE FAR RIGHT COLUMN, WILL CAUSE THE BID TO BE "NON-RESPONSIVE".

All forms indicated in the Bid Proposal, Section 00300, must be completely filled out, executed, and submitted with the Bid. Failure to do so will render the bid "non-responsive" and the bid will not be accepted.

8. BID SECURITY

Each Bid must be accompanied by certified check, cashier's check, or a Bid Bond prepared on the form attached hereto or on a similar form acceptable to the Owner, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of ten percent (10%) of the Bid. Bid Bonds shall be valid for at least ninety (90) days after the date of the receipt of Bids. Such cash, check or Bid Bond will be returned to all except the three (3) lowest Bidders within fifteen (15) business days after the opening of Bids. The remaining checks, or Bid Bonds will be returned promptly after the Owner and the accepted Bidder have executed the Contract, or if no award has been made within ninety (90) days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.

9. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his failure or refusal to execute and deliver the Contract, Bonds, and certificates required within ten (10) calendar days from the date of the Notice of Award, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the difference between his bid and the amount of the contract actually entered into with another party should he not enter into a contract at the bid price and provide the required payment and performance bonds and certificates of insurance. Liquidated damages for failure to enter into the contract shall not exceed the amount of the Bid Bond.

10. SECURITY FOR FAITHFUL PERFORMANCE AND PAYMENT

Simultaneously with his delivery of the executed Contract, the Bidder shall furnish **on the forms provided herein**, in 100% of the amount of this Contract, 1) a surety bond as security for faithful performance of this Contract, and 2) a surety bond as security for the payment of all persons performing labor on the project under this Contract and persons furnishing materials in connection with this Contract, and 3) a listing of all subcontractors who will be performing or providing more than one-half percent (0.50%) of the contract work, **as specified in the General Conditions included herein**. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner, listed on the Treasury Department's most current list (Circular 570 as amended), and authorized to transact business in the State of Arizona.

11. POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Contract bonds must file with each bond a certified and effectively dated copy of their power-of-attorney.

12. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

13. METHOD OF AWARD

- A. The City will award the Contract on the basis of the Bid or Bids most advantageous to the City. In determining whether a Bid is most advantageous, in addition to price, the City may consider the following:
1. The ability, capacity, and skill of the Bidder to perform the Contract or provide the service indicated;
 2. Whether the Bidder can perform the Contract or provide the service promptly, and within the time specified without delay or interference;
 3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
 4. The quality of performance on previous contracts;
 5. The previous compliance with laws and ordinances by the Bidder;

6. The financial responsibility of the Bidder to perform under the Contract or provide the service;
7. The limitations of any license the Bidder may be required to possess;
8. The quality, availability, and adaptability of the product or service;
9. The ability of the Bidder to provide future maintenance and/or service;
10. The number and scope of any conditions attached to the Bid; and;
11. The life cycle, maintenance, and performance of the equipment or product being offered.

14. OBLIGATION OF THE BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract documents (including all Addenda, if applicable). The failure or omission of the Bidder to examine any form, instrument or document, or site changes due to natural causes, shall in no way relieve any Bidder from any obligation in respect to his Bid. Site changes due to natural causes prior to Bid opening shall not be cause for Bid alteration or withdrawal.

15. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the Owner, and to complete the work within **150 calendar days** of the date of the Notice to Proceed.

The Bidder further agrees to pay as liquidated damages, the sum indicated in the following Schedule of Liquidated Damages for each consecutive calendar day thereafter, plus any additional costs incurred by the Engineer as provided in Section 17 of the General Conditions, that the Contract remains incomplete. For the purposes of determining the Liquidated Damages for the project, the Original Contract Amount shall be that which is included in the Contract between the Owner and the Contractor for the project.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Daily Charges
From More Than	To and Including	Calendar Day or Fixed Rate
0	25,000	210
25,000	50,000	250
50,000	100,000	280
100,000	500,000	430
500,000	1,000,000	570
1,000,000	2,000,000	710
2,000,000	5,000,000	1,070
5,000,000	10,000,000	1,420
10,000,000	---0---	1,780

16. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

17. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Plans, Specifications, or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation shall be in writing addressed to Lake Havasu City Community Investment Department at 2330 N. McCulloch Boulevard, Lake Havasu City, AZ 86403 and to be given consideration must be received at least nine (9) calendar days prior to the date fixed for the opening of Bids, October 11, 2016. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if issued, will be available to all prospective Bidders, not later than five (5) calendar days prior to the date fixed for the opening of Bids. Failure of any Bidder to incorporate any

or interpretation shall not relieve such Bidder from any obligation under his/her Bid as submitted. All Addenda so issued shall become part of the Contract documents.

18. CONFLICT OF INTEREST

Pursuant to A.R.S. Section 38-511, this Contract is subject to cancellation by Buyer if any person significantly involved initiating, negotiating, securing, drafting or creating the Contract on behalf of Lake Havasu City is, at any time while the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

19. NO COLLUSION

The bidder will be required to complete, notarize and submit as part of this bid package the "No Collusion Affidavit" form, as attached herein. Failure of the bidder to submit a properly executed affidavit may be grounds for rejection of the bid.

20. EMPLOYMENT ELIGIBILITY VERIFICATION

The bidder will be required to complete, notarize and submit as part of this bid package the "Employer Verification of Employment Eligibility" form, as attached herein. Failure of the bidder to submit a properly executed verification of eligibility form may be grounds for rejection of the bid.

21. EXAMINATION OF THE PLANS AND SPECIFICATIONS

Each Bid shall be made in accordance with the Plans and Specifications which may be examined at the following locations:

- A. Lake Havasu City, 2330 N. McCulloch Boulevard, Lake Havasu City, AZ 86403, 928.855.2116
- B. McGraw Hill Construction Dodge, 3315 Central Avenue, Hot Springs, AR, 71913, 871.375.2946, FAX 501.625.3544, nancy_mckeehan@mcgraw-hill.com
- C. Colorado River Building Industry Association, 2182 McCulloch Blvd, Suite 3, Lake Havasu City AZ 86403, 928.453.7755, FAX 928.453.3175
- D. Northern AZ Home Builders, 1500 E. Cedar Avenue, Suite 86, Flagstaff AZ 86004, 928.779.3071, FAX 928.779.4211
- E. Performance Graphics Blueprinting, 4140 Lynn Drive, Suite 107, Fort Mohave, AZ, 86426, 928.763.6860, FAX 928.763.6835

- F. Reed Construction Data, 30 Technology Parkway South, Suite 500, Norcross, GA 30092-2912, 800.876.4045, FAX 800.303.8629
- G. ISqFt, 3301 N 24th Street, Phoenix, AZ, 85016, 800.364.2059, FAX 800.792.7508, arizonaplanroom@isqft.com
- H. Integrated Digital Technologies, LLC, 4633 E Broadway Blvd., Tucson, AZ 85711,
PO Box 13086, Tucson AZ,85732, 520.319.0988,
FAX, 520.319.1430,www.contractorsplanroom.com, content@idtplans.com
- I. Yuma/Southwest Contractors Association, 350 w. 16TH Street, Suite 207, Yuma, AZ 85364, Phone: 928-539-9035, Fax: 928-539-9036
- J. Arizona Builders Exchange, 1400 E Indian School Road, Phoenix, AZ, 85014, (480) 227-2620, www.azbex.com
- K. Construction Reports.com, 4350 E Camelback Rd, B220, Phoenix, AZ, 85018, (480) 994-0020, FAX 480-994-0030
- L. Construction Reporter, 1609 2nd Street NW, Albuquerque, NM, 87102, 505-243-9793, FAX 505-242-4758, www.constructionreporter.com

**** END OF SECTION 00100****

SECTION 00300
BID PROPOSAL

Lake Havasu City, Arizona

The undersigned, as bidder, declares that we have received and examined the documents entitled "**2015/16 WATER MAIN REPLACEMENTS**", **Project No. WT3080** and will contract with the Owner, on the form of Contract provided herewith, to do everything required for the fulfillment of the contract for the construction of the "**2015/16 WATER MAIN REPLACEMENTS**", **Project No. WT3080** at the prices and on the terms and conditions herein contained.

We agree that the Contract Documents include Volumes I and II of the Contract Documents as well as the referenced documents.

We agree that the following shall form a part of this proposal and are included herein as our submittal:

<u>Section</u>	<u>Title</u>	<u>Enclosed</u>
00300	Bid Proposal	✓ ___
00310	Bid Schedule	___
00400	Arizona Statutory Bid Bond	___
00420	Bidder's Statement of Qualifications	___
00430	Affidavit of Contractor Certifying That There Was No Collusion In Bidding For Contract	___
00440	Compliance with Fair Share Policy Program	___
00450	Hazard Communication Program	___
00460	Employer Verification of Employment Eligibility	___
00470	Affidavit of Lawful Presence in the United States	___

We acknowledge that addenda numbers _____ through _____ have been received and have been examined as part of the Contract Documents.

We certify that our proposal is genuine, and not sham or collusive, nor made in the interest or behalf of any undisclosed person, organization, or corporation, and that we have not directly or indirectly induced or solicited any other bidder to put in a sham bid, or directly or indirectly induced or solicited any other potential bidder to refrain from bidding, and that we have not in any manner sought by collusion to secure an advantage over any other bidder.

The bidder agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this bid, Bidder shall execute the formal Contract attached within 10 days and deliver a Performance Bond, Payment Bond, and Certificates of Insurance as required by Paragraph 25 of the General Conditions and the Special Provisions.

We hereby declare that we have visited the site and have carefully examined the Contract Documents relating to the work covered by the above bid or bids.

Enclosed herewith is a certified or cashier's check or bid bond, payable to Lake Havasu City, Arizona, in the amount of ten percent (10%) of the total bid. This check or bond is submitted as a guarantee that we will enter into a Contract, and furnish the required bonds in the event a contract is awarded us. The bid security attached, without endorsement, is to become the property of Lake Havasu City, Arizona, in the event the Contract and Bonds are not executed within the time set forth, as liquidated damages for delay and additional work caused thereby.

We understand that Lake Havasu City, Arizona reserves the right to reject any and/or all bids, or to waive any informalities in any bid, deemed by them to be for the best interests of Lake Havasu City, Arizona.

Dated in _____ this _____ day of _____,

Respectfully Submitted By:

By: _____

Title: _____

Name of Firm: _____

Address: _____

Phone: _____ FAX: _____

Seal - If bid by a Corporation:

Arizona Contractor's License No.: _____ Type: _____

**** END OF SECTION 00300 ****

SECTION 00310
BID SCHEDULE
LAKE HAVASU CITY

PROJECT NAME: **2015/16 WATER MAIN REPLACEMENTS**
PROJECT NUMBER: **WT3080**

Lake Havasu City Council
Lake Havasu City
2330 N. McCulloch Boulevard
Lake Havasu City, AZ 86403

The City Council:

Pursuant to request for bids to be opened the 20th day of October, 2016 at 3:00 P.M., Arizona Time, at Room 109 of Lake Havasu City Hall, for the above project, the Contractor proposes to complete work, including furnishing all labor and materials, per the Specifications and Plans at the Following prices.

This Schedule of Items and Prices shall be completed in ink or typed by the Bidding Contractor. In case of discrepancy between the word and figure amount description, the word description shall control extensions.

Prices must be entered for each item and the appropriate subtotal and total blank shall be filled out. Bid prices shall include sales tax and all other applicable taxes and fees.

Bidder agrees to perform all the necessary work to complete the **2015/16 WATER MAIN REPLACEMENTS, Project No. WT3080**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE ¹ (Word & Figure Amount)</u>	<u>ITEM TOTAL COSTS ²</u>
BASE BID					
1.	Mobilization/Demobilization Bonds and Insurance	1	L.S.	\$ _____	\$ _____
2.	Traffic Control	1	L.S.	\$ _____	\$ _____
3.	6-Inch PVC C900 Pipe	8,485	L.F.	\$ _____	\$ _____
4.	8-Inch PVC C900 Pipe	4,820	L.F.	\$ _____	\$ _____
5.	12-Inch PVC C900 Pipe	20	L.F.	\$ _____	\$ _____
6.	6-Inch DI CL350 Pipe	44	L.F.	\$ _____	\$ _____
7.	8-Inch DI CL350 Pipe	33	L.F.	\$ _____	\$ _____
8.	6-Inch Gate Valve	30	EA	\$ _____	\$ _____
9.	8-Inch Gate Valve	16	EA	\$ _____	\$ _____
10.	12-Inch Gate Valve	1	EA	\$ _____	\$ _____
11.	1-Inch Combination Vacuum/ Air-Release valve	8	EA	\$ _____	\$ _____
12.	2-Inch Combination Vacuum/ Air Release Valve	1	EA	\$ _____	\$ _____
13.	2-Inch Blow-Off Assembly	4	EA	\$ _____	\$ _____

¹ The "Unit Price" column shall indicate unit or lump sum prices for each bid item and shall be indicated in written and numerical form.

² The "Item Total Costs" column shall indicate the extension of the unit prices, which is obtained by multiplying the "Estimated Quantity" column by the "Unit Price" column.

14.	Fire Hydrant Assembly	20	EA	\$ _____	\$ _____
15.	Service Connection	32	EA	\$ _____	\$ _____
16.	Service Assembly	85	EA	\$ _____	\$ _____
17.	Commercial Service Connection	2	EA	\$ _____	\$ _____
18.	4-Inch Fire Line	6	EA	\$ _____	\$ _____
19.	Scour Protection	2	EA	\$ _____	\$ _____
20.	Asphalt Removal and Replacement 3"/0"	9,038	S.Y.	\$ _____	\$ _____
21.	Asphalt Removal and Replacement 4"/0"	47	S.Y.	\$ _____	\$ _____
22.	Concrete Removal and Replacement	2,506	S.F.	\$ _____	\$ _____
23.	Landscape Removal and Replacement	1	L.S.	\$ _____	\$ _____
				BASE BID TOTAL ³	\$ _____
	Force Account	1	L.S.	\$ 50,000	\$ 50,000

BID TOTAL + FORCE ACCOUNT \$ _____

³ The "Bid Total" amount shall be the sum of all costs listed in the "Item Total Costs" column.

The unit prices for **2015/16 WATER MAIN REPLACEMENTS, Project No. WT3080**, shall include all labor, materials, water disposal, bailing, shoring, removal, disposal, overhead, profit, insurance, and all other related costs and work to cover the finished work of the several kinds called for. Changes in the Contract shall be processed in accordance with Paragraph 16 of the General Conditions.

Bidder understands that the Owner reserves the right to reject any or all Bids, or portions thereof, and to waive any informalities in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder shall execute the formal Contract attached within 10 days and deliver a Performance Bond, Payment Bond, and Certificates of Insurance as required by Paragraph 25 of the General Conditions and the Special Provisions.

The Bid security attached in the sum of \$_____ is to become the property of the Owner in the event the Contract and Bond(s) are not executed and provided within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder hereby acknowledges receipt of the following Addenda: ____, ____, ____.

RESPECTFULLY SUBMITTED BY:

BY: _____

TITLE: _____

FIRM: _____

ADDRESS: _____

PHONE: _____ FAX _____

Seal - if Bid by a corporation

AZ Contractor's License No: _____ Type _____

**** END OF SECTION 00310 ****

SECTION 00400
ARIZONA STATUTORY BID BOND

PURSUANT TO TITLES 28, 34 AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter "Principal"), as Principal, and _____, (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal offices in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Lake Havasu City, Arizona, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

2015/16 WATER MAIN REPLACEMENTS
(Project No. WT3080)

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____, _____.

PRINCIPAL

SEAL

SURETY

SEAL

By: _____

By: _____
Attorney-in-Fact

Its: _____

By: _____
Agency of Record

Agency Address

**** END OF SECTION 00400 ****

SECTION 00420
BIDDER'S STATEMENT OF QUALIFICATIONS

The Undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: Lake Havasu City, Arizona
2330 N. McCulloch Boulevard
Lake Havasu City, AZ 86403

SUBMITTED BY: NAME: _____ [] Corporation
[] Partnership
ADDRESS: _____ [] Individual
[] Joint Venture
PRINCIPAL OFFICE: _____ [] Other

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business as a Contractor?

2. How many years has your organization been in business under its present business name?

3. If a Corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President: _____

Vice President(s): _____

Secretary: _____

Treasurer: _____

4. If a Partnership, answer the following:

Date of organization: _____

Type of Partnership: _____

(General/Limited/Assoc.)

Name and Address of all partners.

5. If other than a Corporation or Partnership, describe Organization and name Principals:

6. What percent of the work do you normally perform with your own forces? _____

List trades:

_____	_____	_____
_____	_____	_____

7. Have you ever failed to complete any work awarded to you? If so, indicate when, where and why:

8. Has any Officer or Partner of your Organization ever been an Officer or Partner of another Organization that failed to complete a construction contract? _____ If so, state circumstances:

9. List major construction projects your Organization has under contract on this date:

Project Name	Name, Address & Telephone Number of Owner	Engineer	Contract Amount	Contract Date	Percent Complete	Scheduled Completion

10. List similar construction projects your Organization has completed in the past five years:

Project Name	Owner	Engineer	Contract Amount	Date Awarded	Date Completed	Percent with Own Forces

11. List the construction experience of the principal individuals in your Organization:

Individual's Name	Construction Experience - Years	Within Your Organization		
		Present Position & Years Experience	Dollar Volume Responsibility	Previous Position & Years Experience

12. List states and categories in which your Organization is legally qualified to do business:

13. List all Arizona Contractor licenses currently held by your Organization; the status of each license; and provide a photocopy of each license with your bid proposal.

	<u>License Class / #</u>	<u>Status</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____

4. _____

Please attach a list of additional Arizona Contractor licenses, if any.

14. Bank References:

15. Trade References:

16. Name of Bonding and Insurance Companies and Name and Address of Agents:
Maximum Bonding Capacity _____

17. The Undersigned agrees to furnish, upon request by the Owner, within seven days after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares par values, earned surplus).

Date of statement or balance sheet: _____

Name of firm preparing statement: _____

By: _____

(Agent and Capacity)

18. List of Subcontractors. In accordance with paragraph 1.0 of Instructions to Bidders, the following is a breakdown of all subcontractors anticipated to be used for completing this project and their approximate percentage of work to be performed.

The Bidder certifies that all Subcontractors listed are eligible to perform Work on public works projects pursuant to ARS 34-241.

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SECTION 00450
HAZARD COMMUNICATION PROGRAM

HAZARD COMMUNICATION PROGRAM FOR _____
(Name of Company)

The purpose of this program is to ensure that potential hazards and hazard control measures for chemicals used by this company are understood by company employees.

The written program is available for employee review at any time. It is located _____ . A copy of the program will be provided to any employee or employee representative, upon request.

CONTAINER LABELING:

_____ (Name/title of individual) will verify that all containers received for use by this company will.

- * be clearly labeled as to the contents, matching identification on MSDS;
- * note the appropriate hazard warnings;
- * List the name and address of the manufacturer.

No containers will be released for use until the above data is verified.

MATERIAL SAFETY DATA SHEETS:

Copies of MSDS's for all hazardous chemicals to which employees may be exposed will be kept _____.

_____ (Name/title of individual) will be responsible for ensuring that:

- * MSDS's for the new chemicals are available;
- * MSDS's will be available for review to all employees during each work shift;
- * Copies will be available on request.

EMPLOYEE TRAINING AND INFORMATION:

Each employee will be provided the following information and training before working in areas where hazardous chemicals exist. In addition, if a new hazardous material is introduced into the workplace, affected employees will be given new information and training concerning that material.

A. Minimum Information Provided:

- (1) All operations and locations in the work area where hazardous chemicals are present.

GENERAL INDUSTRY

A. Minimum Information Provided:

- (1) The location and availability of the written hazard communication program, including list(s) of hazardous chemicals used and related material safety data sheets;
- (2) The method the company will use to inform employees of potential hazards of non-routine tasks (jobs that are not routine for an individual because of infrequency, location or type.)

B. Minimum Training Provided:

- (1) Methods and observations used to detect the presence or release of a hazardous chemical in the work area (such as company monitoring programs, continuous monitoring device, visual appearance, odor or to other characteristics of hazardous chemicals;
- (2) The physical and health hazards of chemicals in the assigned work area;
- (3) The measures to take to protect against such hazards, including specific company procedures concerning work practices, emergencies and care and use of protective equipment.
- (4) Details of the company hazard communication program, including explanation of the labeling system, the material safety data sheets, and how to obtain and use the appropriate hazard information.

(OPTIONAL) Upon completion of the training, each employee will sign a form acknowledging receipt of the written hazard communication program and related training.

HAZARDOUS NON-ROUTINE TASKS: (If applicable.)

If company employees are required to do hazardous non-routine tasks, such as welding in confined spaces, or cleaning of tanks, the employer must address how the employees doing the work will be informed about the specific hazards to which they will be exposed, what personal protective equipment will be provided and who will be responsible to oversee the operation or operations. If the company does not have any hazardous non-routine tasks, line through this section and state "NO HAZARDOUS NON-ROUTINE TASKS".

CHEMICALS IN UNLABELED PIPES: (If applicable.)

If the company has chemicals in unlabeled pipes, the company must inform the employees of the hazards associated with those chemicals. If the company does not have any chemicals in unlabeled pipes, line through this section and state "NO CHEMICALS IN UNLABELED PIPES".

INFORMING CONTRACTORS:

Providing contractors and their employees with the following information is the responsibility of _____ (Name/title of individual).

- (1) Hazardous chemicals to which they may be exposed while on the job site;
- (2) Measures the employees may take to lessen the possibility of exposure;
- (3) Steps the company has taken to lessen the risks;
- (4) Where the MSDS's are for chemicals to which they may be exposed;
- (5) Procedures to follow if they are exposed.

CONTRACTORS INFORMING EMPLOYERS:

Contractors entering this workplace with hazardous materials will supply this employer with MSDS's covering those particular products the contractor may expose this company's employees to while working at this site.

LIST OF HAZARDOUS CHEMICALS IN THIS WORKPLACE

Attach separate sheet if necessary.

CONTRACTOR:

By: _____

Name: _____

Title: _____

Address: _____

**** END OF SECTION 00450 ****

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SECTION 00460 EMPLOYMENT ELIGIBILITY VERIFICATION FORM

INSTRUCTIONS FOR COMPLETION OF EMPLOYMENT ELIGIBILITY VERIFICATION FORM

WHO MUST COMPLETE THIS FORM:

In accordance with Lake Havasu City Code Chapter 3.30, Employment of Unauthorized Aliens, all contractors and subcontractors furnishing labor, time, or effort for construction or maintenance of any structure, building, transportation facility, or improvements of real property must complete this form.

Contractors or subcontractors, as described above, must certify that they have complied, in good faith, with the applicable requirements of the Federal Immigration Control and Reform Act with respect to the hiring of covered employees. This certification must be executed by an authorized representative.

WHEN THIS FORM MUST BE COMPLETED:

This form must be completed by all contractors and subcontractors and submitted to the City department awarding the contract, license agreement, or lease no later than notification of successful direct selection, bid, request for proposals, request for qualification, or any similar competitive or noncompetitive procurement or bidding process.

This form can be found at:

<http://www.lhcaz.gov/docs/default-source/department-documents/employerverificationofemploymenteligibility.pdf?sfvrsn=7>

SECTION 00460 EMPLOYMENT ELIGIBILITY VERIFICATION FORM

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**SECTION 470
LAKE HAVASU CITY
CONTRACT TERMS & CONDITIONS**

AFFIDAVIT OF LAWFUL PRESENCE IN THE UNITED STATES

A.R.S. §§ 1-501 and 502 require that any natural person (excluding companies, corporations, and limited partnerships) prior to receiving a public benefit (e.g., a grant, contract, or loan) administered by Lake Havasu City must demonstrate through the presentation of one (1) of the following documents that he or she is lawfully present in the United States.

LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.

Please present the document indicated below to a Notary for review and signing of this affidavit form. Upon completion of this form, submit the original form to: Lake Havasu City, City Clerk's Office, 2330 McCulloch Blvd, Lake Havasu City, AZ, 86403.

- _____ 1. A state (U.S) driver license issued after 1996.
Print first 4 numbers/letters from license: _____
- _____ 2. A state (U.S.) non-operating identification License.
Print first 4 numbers/letters: _____
- _____ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____; Place of birth: _____
- _____ 4. A United States Certificate of Birth abroad.
Year of birth: _____; Place of birth: _____
- _____ 5. A United States passport.
Print first 4 numbers/letters on Passport: _____
- _____ 6. A foreign passport with a United States Visa.
Print first 4 numbers/letters on Passport _____
Print first 4 numbers/letters on Visa _____
- _____ 7. An I-94 form with a photograph.
Print first 4 numbers on I-94: _____
- _____ 8. **A UNITED STATES CITIZENSHIP & IMMIGRATION SERVICES EMPLOYMENT AUTHORIZATION DOCUMENT (EAD).**
Print first 4 numbers/letters on EAD: _____
- _____ 9. **REFUGEE TRAVEL DOCUMENT.**
Date of Issuance: _____ Refugee Country: _____
- _____ 10. **A UNITED STATES CERTIFICATE OF NATURALIZATION.**
Print first 4 digits of CIS Reg. No.: _____
- _____ 11. **A UNITED STATES CERTIFICATE OF CITIZENSHIP.**
Date of Issuance: _____ Place of Issuance: _____
- _____ 12. **A TRIBAL CERTIFICATE OF INDIAN BLOOD.**
Date of Issuance: _____ Name of Tribe: _____
- _____ 13. **A TRIBAL OR BUREAU OF INDIAN AFFAIRS AFFIDAVIT OF BIRTH.**
Year of Birth: _____ Place of Birth: _____

I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS VERIFICATION IS TRUE.

Signature

Business/Company Address (if applicable)

Print Name

Address

Date:

City, State, Zip Code

Return completed form to: Lake Havasu City, City Clerk's Office, 2330 McCulloch Blvd, Lake Havasu City, AZ, 86403.

NOTARY USE ONLY: NOTARY NAME: _____
(Print Name)

NOTARY SIGNATURE (Stamp) & DATE: _____

ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423

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SECTION 00500
CONTRACT

THIS CONTRACT is entered into by and between LAKE HAVASU CITY, ARIZONA, a municipal corporation (hereinafter "OWNER"), and a(n) STATE corporation, **Federal I.D. # _____**, (hereinafter "CONTRACTOR").

WHEREAS, OWNER has developed plans for and desires to commence the **WATER MAIN REPLACEMENTS, Project No. WT3080** (hereinafter "PROJECT"); and

WHEREAS, CONTRACTOR represents that it possesses the experience, competence, equipment and financing to properly complete the PROJECT, and has formally proposed to do so, and to furnish all necessary labor, materials, and equipment and services therefore in accordance with said plans, and subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of these promises and the mutual covenants herein, it is hereby agreed as follows:

1. CONTRACTOR shall commence and complete the construction of the **WATER MAIN REPLACEMENTS, Project No. WT3080**;

2. CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT.

3. CONTRACTOR shall commence the PROJECT in accordance with the CONTRACT DOCUMENTS within TEN (10) calendar days after the date of the Notice to Proceed. Final completion of the PROJECT shall occur within 150 calendar days of the date of the Notice to Proceed. The period for completion may be extended through the authorized and approved change order process.

4. Liquidated Damages: Owner and Contractor recognize that time is of the essence of this CONTRACT and that Owner will suffer financial loss if the Project is not completed within the time specified in paragraph 3 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental and any other losses or damages) suffered by Owner if a complete acceptable Project is not delivered on time.

Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Owner _____\$ for each calendar day that expires after the time specified in paragraph 3 for delivery of acceptable Bid Items, plus any costs incurred by the Engineer as provided in Section 17 of the General Conditions.

5. CONTRACTOR agrees to complete the PROJECT in accordance with all of the terms and conditions of the CONTRACT DOCUMENTS for the sum of \$_____ as shown in the Bid Schedule.

6. CONTRACTOR shall submit a completed Section 00450 entitled Hazard Communication Program with the executed copy of this CONTRACT.

7. The term "CONTRACT DOCUMENTS" means and includes the following:

- 00020 Notice Inviting Bids
- 00100 Information for Bidders
- 00300 Bid Proposal
- 00310 Bid Price Schedule
- 00400 Bid Bond
- 00420 Bidder's Statement of Qualifications
- 00430 Bidder's Affidavit of No Collusion
- 00450 Hazard Communication Program
- 00460 Employment Eligibility Verification
- 00500 CONTRACT
- 00500A Indemnification and Insurance Requirements
- 00500B Contractor Claim Handling Procedure
- 00510 Arizona Statutory Performance Bond
- 00520 Arizona Statutory Payment Bond
- 00670 Notice of Award
- 00680 Notice to Proceed
- 00690 Certificate of Final Completion
- 00700 General Conditions
- 00800 Special Provisions
 - Technical Specifications and Details
 - Construction Contract Drawings
 - Change Orders
 - Lien Releases (Conditional and Final)
 - Addenda

8. OWNER shall pay CONTRACTOR in the manner and at such times as set forth in the General Conditions and in such amounts as required by the CONTRACT DOCUMENTS.

9. CONTRACTOR shall pay its subcontractors and material suppliers within seven (7) calendar days of receipt of each progress payment in accordance with Arizona Revised Statutes (A.R.S.) § 34-221.

10. In the event CONTRACTOR fails to perform any portion of the PROJECT or satisfy any term or condition of the CONTRACT DOCUMENTS, OWNER may at its sole discretion file notice and/or claim of such failure with CONTRACTOR'S surety.

11. Conflict of Interest. The CONTRACT is subject to the provisions of A.R.S. §

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

12. Scrutinized Business Operations. Pursuant to A.R.S. § § 35-391.06 and 35-393.06, the CONTRACTOR certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or 35-393, as applicable. If the OWNER determines that the CONTRACTOR submitted a false certification, the OWNER may impose remedies as provided by law including terminating this CONTRACT.

13. Export Administration Act. The CONTRACTOR warrants compliance with the Export Administration Act.

14. Recyclable Products. The CONTRACTOR shall use recyclable products and products which contain recycled content to the maximum extent economically feasible in the performance of the work set forth in the CONTRACT.

15. Asbestos License. The CONTRACTOR shall possess an asbestos abatement license if required under A.R.S. Title 32 or 49.

16. Assignment. No right or interest in this CONTRACT shall be assigned by CONTRACTOR without prior, written permission of the OWNER signed by the City Manager; and no delegation of any duty of CONTRACTOR shall be made without prior written permission of the OWNER signed by the City Manager. Any attempted assignment or delegation by CONTRACTOR in violation of this provision shall be a breach of this CONTRACT by CONTRACTOR.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this CONTRACT in two (2) copies, each of which shall be deemed an original. The last date of signature shall be the effective date of this CONTRACT.

OWNER:

Lake Havasu City, Arizona

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Lake Havasu City Attorney's Office

By: _____

Date: _____

OPERATIONS DIRECTOR:

By: _____

Date: _____

ADMINISTRATIVE SERVICES:

By: _____

Date: _____

CONTRACTOR:

By: _____

Date: _____

Name: _____

Title: _____

Address: _____

ATTEST:

By: _____

Name: _____

Title: _____

**** END OF SECTION 00500 ****

**LAKE HAVASU CITY CONSTRUCTION CONTRACT
INDEMNIFICATION AND INSURANCE REQUIREMENTS**

(long form)

I. INDEMNIFICATION

Contractor shall indemnify and hold harmless City, its officers and employees from and against any and all liabilities, damages, losses, and costs, including reasonable attorney's fees, but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Contractor or other persons employed or used by the Contractor in the performance of this Contract. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

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.

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, 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, 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, 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, and employees for losses arising from work performed by or on behalf of the CONTRACTOR.

3. Worker's 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, 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)*

***If Applicable**

- 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.

5. Builders' Risk (Property) Insurance (Vertical Construction Only)

a. CONTRACTOR shall purchase and maintain, on a replacement cost basis Builders' Risk insurance in the amount of the initial CONTRACT amount as well as subsequent modifications thereto, including modifications through Change Order, for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than CITY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of CITY, CONTRACTOR and any tier of CONTRACTOR's subcontractors in the work during the life of the CONTRACT and course of construction, and shall continue until the work is completed and accepted by CITY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the buildings or structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full CONTRACT amount, unless otherwise required by the Contract documents or amendments thereto.

b. Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings or structures and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for architects' and engineers' services and expenses, and other "soft costs," required as a result of such insured loss.

c. Builders' Risk insurance must provide coverage from the time any covered property falls within CONTRACTOR's control and/or responsibility and continue

without interruption during construction or renovation or installation, including any time during which covered property is being transported to the construction or installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof is occupied. Builders' Risk insurance shall be primary and not contributory.

d. If the CONTRACT requires testing of equipment or materials or other similar operations, at the option of CITY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

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' 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 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, 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, Attention Administrative Services/Contracts, 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, Attention Administrative Services/Contracts, 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.

G. APPROVAL: Any modification or variation from the insurance requirements in this CONTRACT must have prior approval from the CITY's Risk Management Division, whose decision shall be final. Such action will not require a formal CONTRACT amendment, but may be made by administrative action.

H. 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.

III. NOTICE

We, the undersigned insurance providers, understand that the insurance companies issuing the policy or policies shall have no recourse against Lake Havasu City (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

We, the undersigned insurance providers, understand that any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR.

Nothing included in this Section is intended, nor shall be construed, to extend any coverage, provided by the insurance policies listed hereon, beyond the terms listed therein.

This NOTICE must be signed by a duly authorized representative of the insurance company and the original returned to CONTRACTOR to deliver to CITY, along with the appropriate insurance certificate(s).

The duly authorized insurance representatives whose signatures appear below have read, understood and kept a copy of this Section to Lake Havasu City Project No. WT3080.

Date _____
Applied to Project No. WT3080

**Applicable Insurance Policy Number and
Signature of Insurance Company Representative**

General Liability Policy # _____

Insurance Company _____
(Print Name)

Auto Liability Policy # _____

Insurance Company _____
(Print Name)

Professional Liability Policy # _____

Insurance Company _____
(Print Name)

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CONTRACTOR Claim Handling Procedure

1. Claimant is to submit in writing to the OWNER or their REPRESENTATIVE the details of the claim to include the where, when, and how of the claim, and an estimate of damage, if applicable.
2. OWNER or their REPRESENTATIVE will forward the claim directly to the CONTRACTOR for handling. The CONTRACTOR is to respond to the claimant, in writing, within 30 calendar days of receipt with copies to:

Lake Havasu City Risk Management
Lake Havasu City Community Investment Department
OWNER'S REPRESENTATIVE, if applicable

If the CONTRACTOR denies the claim, the reasons for such denial must be included in the response to the claimant.

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SECTION 00510
ARIZONA STATUTORY PERFORMANCE BOND

PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____
(hereinafter "Principal"), as Principal, and _____
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Lake Havasu City, Arizona (hereinafter "Obligee") in the amount of _____ (Dollars) (\$_____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ____ day of _____, _____, to furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of

WATER MAIN REPLACEMENTS, Project No. WT3080

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE 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 of the Surety, and during the life of any guarantee 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, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

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.

Witness our hands this ____ day of _____, _____.

PRINCIPAL SEAL

AGENCY OF RECORD BY: _____

AGENCY ADDRESS SURETY SEAL

BY: _____

**** END OF SECTION 00510 ****

SECTION 00520

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____

(hereinafter "Principal"), as Principal, and ___ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Lake Havasu City, Arizona (hereinafter "Obligee") in the amount of _____ (Dollars) (\$), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ of _____, _____, to furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of

WATER MAIN REPLACEMENTS, Project No. WT3080

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFOR, THE CONDITION OF THE 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, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

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.

Witness our hands this _____ day of _____, _____.

PRINCIPAL SEAL

AGENCY OF RECORD BY: _____

AGENCY ADDRESS SURETY SEAL

BY: _____

**** END OF SECTION 00520 ****

SECTION 00670
NOTICE OF AWARD

TO: Contractor

DATE:

PROJECT DESCRIPTION: WATER MAIN REPLACEMENTS, WT3080

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated _____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Contract and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Liability, Vehicular, and Workmen's Compensation Insurance within ten (10) calendar days from the postmark date when this notice was sent by U.S. Mail.

If you fail to execute said Contract and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Date this _____, 20_____.

Lake Havasu City, Arizona

BY: _____

NAME: _____ TITLE: _____

Acceptance of Notice

(NOTE: The contractor shall return a signed copy of this notice to the owner.)

Receipt of this NOTICE OF AWARD is hereby acknowledged by:
Contractor

This the _____ of _____, 20_____.

BY: _____ TITLE: _____

**** END OF SECTION 00670****

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SECTION 00680
NOTICE TO PROCEED

DATE:

TO:

RE: 2015/16 WATER MAIN REPLACEMENTS, WT3080

You are hereby notified to commence WORK in accordance with the Contract dated _____, 2016, within ten (10) calendar days of the date of this Notice To Proceed, and you are to complete the WORK within 150 Calendar Days. The date for completion of the WORK is therefore _____, 20__.

OWNER: Lake Havasu City, Arizona

By: _____

Name: _____

Title: _____

ACCEPTANCE OF NOTICE

(NOTE: The Contractor shall return a signed copy of this Notice to the Owner)

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this the _____ day of

_____, _____.

By: _____

Name: _____

Title: _____

**** END OF SECTION 00680****

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SECTION 00690
CERTIFICATE OF COMPLETION

I hereby state that all goods and services required by:

WATER MAIN REPLACEMENTS
PROJECT NO. WT3080

have been delivered in conformance with the Contract, and all activities required by the Contractor under the Contract were completed as of _____.
(Date)

Lake Havasu City, Arizona

By: _____

Name: _____

Title: _____

**** END OF SECTION 00690 ****

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SECTION 00700
GENERAL CONDITIONS

This section of the Contract Documents is pre-printed. Any modifications to the following Articles, as may be required for this Project, are made in the Special Provisions.

1.0 DEFINITIONS

Wherever in the Contract Document the following terms are used, the intent and meaning shall be interpreted as follows:

1.1 Addenda

Written or graphic instruments issued prior to the opening of Bids which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.

1.2 As Approved

The words "as approved," unless otherwise qualified, shall be understood to be followed by the words "by the Owner."

1.3 As Shown, and as Indicated

The words "as shown" and "as indicated" shall be understood to be followed by the words "on the Drawings" or "in the Specifications."

1.4 Award

The acceptance, by the Owner, of the successful Bidder's proposal.

1.5 Bid

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6 Bidder

Any individual, firm partnership or corporation, or combination thereof submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

1.7 Bonds

Bid, Performance, and Payment Bonds and other instruments of security, furnished by

the Contractor and its surety in accordance with the Contract Documents.

1.8 Calendar Day

Every day shown on the calendar, measured from midnight to the next midnight.

1.9 Change Order

A written order to the Contractor, signed by the Owner, covering changes in the Plans, Specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the Work affected by such changes.

If the Change Order increases the existing Contract Amount, the Builder's Risk Insurance limit must be increased to the adjusted Contract Amount.

1.10 Contract

The "Contract" is the written Contract covering the performance of the Work and the furnishing of labor, materials, incidental services, tools, and equipment in the construction of the Work. It includes Supplemental Contracts amending or extending the Work contemplated in the manner hereinafter described and which may be required to complete the Work in a substantial and acceptable manner to the Owner. The Contract may include Contract Change Orders.

1.11 Contract Documents

The "Contract Documents" consist of the Bidding Requirements, Contract Forms, Conditions of the Contract including General and/or Supplemental General Conditions, Special Provisions, the Technical Specifications, and the Drawings, including all Addenda and modifications thereafter incorporated into the Documents before execution and including all other requirements incorporated by specific reference thereto.

1.12 Contract Price

The total monies payable by Owner to the Contractor under the terms and conditions of the Contract Documents.

1.13 Contract Time

The number of calendar days stated in the Contract Documents for the completion of the Work.

1.14 Contractor

The individual, partnership, firm, or corporation primarily liable for the acceptable

performance of the Work contracted for and the payment of all legal debts pertaining to the Work who acts directly or through lawful agents or employees to complete the Contract Work.

1.15 Days

Unless otherwise specifically stated, the term "days" will be understood to mean calendar days.

1.16 Drawings

The term "Drawings," also described as "Plans," refers to the official drawings, profiles, cross sections, elevations, details, and other working drawings, and supplementary drawings, or reproductions thereof, which show the locations, character, dimensions, and details of the Work to be performed. Drawings may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

1.17 Engineer

The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for the Engineering of the contract Work and acting directly or through an authorized representative.

1.18 Field Order

A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

1.19 Final Acceptance

Upon due notice from the Contractor of presumptive completion of the entire project, the Owner will make an inspection. If all construction provided for and contemplated by the contract is found completed to the Owner's satisfaction and all requirements of the contract have been met, that inspection shall constitute the final inspection and the Owner will make the final acceptance and issue the Certificate of Completion.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory or that all requirements of the contract have not been met, the Owner will give the Contractor the necessary instructions for correction or completion, and the Contractor shall immediately comply with and execute the instructions. Upon correction of the work, completion of contract requirements, and notification to Owner, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed and all requirements of the contract met. In such event, the Owner will make the final acceptance and issue the Certificate of Completion.

1.20 Inspector

An authorized representative of the Owner assigned to make all necessary inspections and/or tests of the Work performed or being performed, or of the materials furnished or being furnished by the Contractor.

1.21 Methodology and Quality of Workmanship

The manner and sequence of construction which considered to be the acceptable standard in which to perform the Work.

1.22 Notice

The term "notice" or the requirement to notify, as used in the Contract Documents or applicable State or Federal statutes, shall signify a written communication delivered in person or by certified or registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to him who gives the notice.

1.23 Notice of Award

The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

1.24 Notice to Proceed

Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.25 Or Equal

The phrase "or equal" shall be understood to indicate that the "equal" product is the same or better than the product names in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Owner.

1.26 Owner

The term "Owner" shall be understood to be Lake Havasu City, Arizona.

1.27 Payment Bond

The approved form of security furnished by the Contractor and its surety as a guaranty that it will pay in full all bills and accounts for materials and labor used in the construction of Work.

1.28 Performance Bond

The approved form of security furnished by the Contractor and its surety as a guarantee that the Contractor will complete the Work in accordance with the terms of the Contract and guarantee the Work for a period of one (1) year after the date of Certificate of Substantial Completion.

1.29 Plans

Plans shall have the same meaning as "Drawings," see Section 1.16.

1.30 Project

The undertaking to be performed as provided in the Contract Documents, see Section 1.11.

1.31 Proposal

The offer of the Bidder for the Work when made out and submitted on the prescribed proposal form, properly signed and guaranteed.

1.32 Proposal Guarantee

The cash, or cashier's check or certified check, or bidder's bond accompanying the Proposal submitted by the Bidder, as a guarantee that the Bidder will enter into a contract with the Owner for the construction or doing of the Work, if it is awarded to it, and will provide the contract bonds and insurance required.

1.33 Shop Drawings

All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

1.34 Specifications

The directions, provisions and requirements pertaining to the method and manner of performing the Work or to the quantities and qualities of the materials to be furnished under the Contract, together with all other directions, provisions and requirements, plus such amendments, deletions from or additions which may be provided for by Supplemental Contract or Change Orders.

1.35 Subcontractor

A Subcontractor is a person or entity who has a direct or indirect contract with a

Contractor to perform any of the Work at the site. For convenience, the term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender but includes the plural and feminine gender and includes a Sub-Subcontractor or an authorized representative thereof. The term Subcontractor does not include any separate Contractor or its Subcontractors.

1.36 Substantial Completion

"Substantial Completion" shall be that degree of completion of the project or a defined portion of the project, sufficient to provide the Owner, at its discretion, the full-time use of the project or defined portion of the project for the purposes for which it was intended. "Substantial Completion" shall not be considered as final acceptance.

1.37 Supplemental General Conditions

Modifications to General Conditions required by a Federal Agency for participation in the Project and approved by the agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract Documents and such requirements that may be imposed by applicable state laws. The term also includes modifications or additions to the General Conditions required by the Owner or Engineer.

1.38 Supplier

Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

1.39 Surety

The corporation, partnership, or individual, other than the Contractor, executing Payment, or Performance Bonds which are furnished to the Owner by the Contractor.

1.40 Work

The word "Work" within these Contract Documents shall include all material, labor, tools, utilities, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure.

1.41 Working Day

A working day shall be any day, other than a legal holiday, Saturday or Sunday, on which the normal working forces of the Contractor may proceed with regular work.

2.0 NOTICE TO PROCEED

2.1 After the Owner has issued the Notice Of Award, the Contractor shall provide the Performance Bond, the Payment Bond, the Certificate Of Insurance, the Work Schedule, the monthly cash flow, and a signed Contract within ten (10) calendar days. The Owner's attorney will review each document and, if they are found to be acceptable, the Owner will sign and execute the Contract. Within a period of sixty (60) calendar days after executing the Contract, the Owner will issue the Notice To Proceed. Within ten (10) calendar days of the postmark date of the Notice To Proceed, the Work shall commence. The Contractor shall not commence any Work until such time that the Notice To Proceed has been issued.

3.0 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

3.1 The Engineer may furnish additional instructions to the Contractor by means of Drawings or otherwise, during the progress of the Work as necessary to make clear or to define in greater detail the intent of the Specifications and Contract Drawings.

The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

4.0 SCHEDULES, REPORTS AND RECORDS

4.1 The Contractor shall submit to the Owner payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

4.2 The Contractor, after the Contract award and prior to the Pre-Construction Conference, shall prepare for submittal to the Engineer for review, a detailed progress schedule. The progress schedule shall be brought up to date and submitted to the Engineer prior to each progress payment request, and at such other time intervals as the Engineer may request.

A. Progress Schedule

The schedule shall be a time-scaled critical path progress schedule showing in detail the proposed sequence of activity. The critical path analysis shall consist of a graphic network diagram and shall clearly show start and completion dates and percentage of work completed.

4.3 The Contractor shall also forward to the Engineer, prior to each progress payment request, an itemized report of the delivery status of major and critical items of purchased equipment and material, including Shop Drawings and the status of shop and field fabricated work. These progress reports shall indicate the date of the purchase

order, the current percentage of completion, estimated delivery, and cause of delay, if any.

4.4 If the completion of any part of the Work or the delivery of materials is behind the approved schedule, the Contractor shall submit in writing a plan acceptable to the Engineer for bringing the Work up to schedule.

4.5 The Owner shall have the right to withhold progress payments for the Work if the Contractor fails to update and submit the progress schedule and reports as specified, and such withholding shall not constitute grounds for additional claims by the Contractor against the Owner.

4.6 The Contractor shall submit an estimated monthly cash flow, based upon the progress schedule with the bonds, schedules, and Certificate Of Insurance.

5.0 DRAWINGS AND SPECIFICATONS

5.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, utilities, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable quality and manner, ready for use, occupancy or operation by the Owner.

5.2 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

5.3 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported verbally and within 24 hours of such a discovery, in writing to the Engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk, and the Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto, if not acceptable to the Owner.

6.0 SHOP DRAWINGS

6.1 The Contractor shall provide seven (7) copies of the Shop Drawings as specified or as may be necessary for the prosecution of the Work as required by the Contract Documents. All drawings and schedules shall be submitted sufficiently in advance to allow the Engineer not less than 20 regular working days for checking the submittal. The Engineer's approval of any Shop Drawings shall not release the Contractor from responsibility for deviations from the Contract Documents.

6.2 When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification by means of a signed Stamp, that he has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Shop Drawings, which in the opinion of the Engineer are incomplete or unchecked by the Contractor, will be returned to the Contractor for resubmission in the proper form.

If Shop Drawings or submittals are rejected by the Engineer, all costs incurred by the Engineer or the Owner for reviewing the resubmittals shall be charged to the Contractor, and the Owner has the right to deduct such costs from any monies owed the Contractor by the Owner.

6.3 When Shop Drawings have been reviewed by the Engineer, two sets of submittals will be returned to the Contractor appropriately stamped. If major changes or corrections are necessary, the Shop Drawing may be rejected and one set will be returned to the Contractor with such changes or corrections indicated, and the Contractor shall correct and resubmit the Shop Drawings. No changes shall be made by the Contractor to resubmitted Shop Drawings other than those changes indicated by the Engineer, unless such changes are clearly described in a letter accompanying the resubmitted Shop Drawings.

6.4 The review of such Shop Drawings and catalog cuts by the Engineer shall not relieve the Contractor from responsibility for corrections of dimensions, fabrication details, and space requirements, or for deviations from the Contract Drawings or Specifications, unless the Contractor has called attention to such deviations in writing by a letter accompanying the Shop Drawings and the Engineer approves the change or deviation in writing at the time of submission; nor shall review by the Engineer relieve the Contractor from the responsibility for errors in the Shop Drawings. When the Contractor does call such deviations to the attention of the Engineer, the Contractor shall state in his letter whether or not such deviations involve any deduction or extra cost adjustment.

6.5 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

7.0 RECORD DRAWINGS

7.1 During construction, the Contractor shall keep an accurate record of the following:

- A. Deviations between the Work as shown on the Plans and the Work as actually installed.
- B. The specific locations of piping, valves, electric conduits, duct work, equipment,

and other such work which was not located on the Plans. The Record Drawings shall show distances to these locations from known points on the Plans.

- C. Equipment schedules indicating manufacturer's names and model numbers. When all revisions showing work as installed are made, the corrected set of plans shall be delivered to the Engineer before the final pay request is processed. These plans shall be clearly marked "Record Drawings."

- 7.2 Nothing contained in this section shall be construed as authorizing any deviation in the Work as shown on the Contract Drawings without a written Change Order or written authority to the Contractor from the Engineer.

8.0 MATERIALS, SERVICES, AND FACILITIES

8.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

8.2 The Contractor shall furnish the Owner a list of materials and the source of supply of each of the materials on the list. The source of supply of each of the materials shall be approved by the Owner before the delivery of said materials is started. Only materials conforming to these Specifications and approved by the Owner shall be used in the Work. All materials proposed for use may be inspected or tested at any time during their preparation and use. After trial, if it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. No material which, after approval, has in any way become unfit for use shall be used in the Work.

8.3 The Contractor warrants to the Owner and Engineer that the materials and equipment furnished under the Contract will be new and of a quality equal to that specified or approved and, that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. Mechanical and electrical equipment shall be the products of manufacturers of established good reputations and regularly engaged in the fabrication of such equipment. Unless otherwise noted, any equipment offered shall be current models which have been in successful regular operation under comparable conditions for a period of at least two years. This time requirement, however, does not apply to minor details nor to thoroughly demonstrated improvements in design or in material of construction. Work shall be done and completed in a thorough and workmanlike manner and if required by Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.

8.4 All materials which the Engineer or its authorized Inspector has determined do

not conform to the requirements of the Plans and Specifications will be rejected. They shall be removed immediately from the vicinity of the Work by the Contractor at his own expense, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work, unless approval in writing has been given by the Engineer. Upon failure of the Contractor to comply promptly with any order of the Engineer made under the provisions in this section, the Engineer shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any monies due or to become due the Contractor.

8.5 If any part or portions of the Work done or material furnished under this Contract shall prove defective or non-conforming with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the Work dangerous or unsuitable, or if the removal of such Work will create conditions which are dangerous or undesirable, the Engineer shall have the right and authority to retain such Work but shall make such deductions in the final payment therefor as may be just and reasonable. Such adjustment shall be effected whether or not final payment has been made.

8.6 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

8.7 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

8.8 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other Contract by which an interest is retained by the seller.

9.0 INSPECTION AND TESTING

9.1 All material and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

9.2 The Owner shall provide all inspection and testing services not required by the Contract Documents.

9.3 The Contractor shall provide at its expense the testing and inspection services required by the Contract Documents.

9.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the

Engineer timely notice of readiness, the minimum of which shall be forty-eight (48) hours. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

9.5 Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

9.6 The Engineer and its representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all Work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

9.7 If any Work is covered contrary to the written instructions of the Engineer or prior to inspection, if must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

9.8 If the Engineer considers it necessary or advisable that Work that has already been approved be inspected or tested by the Engineer or others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

10.0 SUBSTITUTIONS

10.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component

parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time. Any substitutions not properly approved and authorized by the Engineer may be considered defective and the Engineer may require the Contractor to remove the substituted material, article or piece of equipment and the Contractor shall bear any and all costs associated with the removal of the substituted item, including all engineering, inspection, testing or surveying costs incurred by the Owner or the Engineer.

10.2 Determination of equality in reference to the project design requirements will be made by the Owner. "Equal" products shall not be purchased or installed by the Contractor without the Owner's written approval. Contractor shall have fourteen (14) days after issuance of Notice to Proceed for submission of data substantiating a request for substitution of an "or equal" item.

11.0 PATENTS

11.1 The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and indemnify and hold the Owner and Engineer harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, it shall be responsible for such loss unless it promptly gives such information to the Engineer.

12.0 SURVEYS, PERMITS, REGULATIONS

12.1 The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. The Contractor shall satisfy itself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors which may have been made in laying out the Work. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

12.2 Such stakes and markings as the Engineer may set for either its own or the Contractor's guidance shall be scrupulously preserved by the Contractor. In the event the Contractor, or its employees, destroy or otherwise remove or obliterate such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Owner.

12.3 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the

Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor perceives that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 16. Changes In The Work. If the Contractor performs and works knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

13.0 PROTECTION OF WORK, PROPERTY AND PERSONS

13.1 The Contractor shall have sole responsibility for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items not designated for removal, relocation or replacement in the course of construction.

13.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor shall notify Owners of adjacent utilities when prosecution of the Work may affect them. The Contractor shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

13.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He shall give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be negotiated and issued covering the changes and deviations involved, as provided in Section 16.0, Changes in the Work.

13.4 The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents and the safety of all those at the

site. The person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Engineer. The Engineer will not be responsible for safety precautions and programs in connection with the Work or for the Contractor's failure to properly perform its responsibilities with respect to initiating, maintaining and supervising all safety precautions and programs.

14.0 PUBLIC SAFETY

14.1 Whenever the Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish at its own expense, and without cost to the Owner, such flagmen and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered and he shall furnish, erect, and maintain such fences, barricades, lights, signs, and other devices as are necessary to prevent accidents and avoid damage or injury to the public.

14.2 Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at its own expense without cost to the Owner. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

14.3 Should the Contractor fail to, be neglectful, or be negligent in furnishing or maintaining warning and protective facilities as required herein, the Owner may furnish or maintain such facilities and charge Contractor therefor by deducting the cost thereof from periodic progress payments due the Contractor as such costs are incurred by Owner.

14.4 No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's Work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the right-of-way open for use by public traffic.

15.0 SUPERVISION BY CONTRACTOR

15.1 The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site, and who shall have been approved by the Engineer, which approval shall not be unreasonably withheld. The supervisor shall have full authority to act on behalf of the

Contractor and all communications given to and by the supervisor shall be as binding as if given to and by the Contractor. The supervisor shall be present on the site at all times. The Contractor shall be responsible to the Owner for the acts and omissions of the employees, subcontractors, and the agents and employees, and other persons performing any other Work under the Contract with the Contractor.

16.0 CHANGES IN THE WORK

16.1 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

16.2 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within fourteen (14) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

16.3 If the Contractor wishes to make a claim for an increase in the Contract sum, it shall give the Engineer written notice thereof within fourteen (14) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case Contractor shall proceed in accordance with the provisions of the Contract. No such claim shall be valid unless so made. If the Owner and Contractor cannot agree on the amount of adjustment in the Contract sum, it shall be determined by the Engineer. Any change in the Contract sum resulting from such claim shall be authorized in a Change Order.

16.4 The value of any Work covered by a Change Order shall be determined by one or more of the following methods in the order of precedence listed below:

- A. Unit prices previously approved.
- B. An agreed lump sum.
- C. Cost plus percentage.

17.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

17.1 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice To Proceed.

17.2 The Contractor shall proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

17.3 The Contractor shall only work an eight (8) hour day consisting of Monday through Friday, between 6:00 a.m. to 6:00 p.m., and do not include local municipal holidays. If the Contractor desires to carry on Work more than eight (8) hours each day, or work at night or outside the regular hours, it shall give timely notice (72 hours) to the Engineer and receive the Owner's written approval to allow satisfactory arrangements to be made for inspecting the Work in progress. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations. The Contractor shall be responsible for any extra compensation due or costs incurred as a result of Contractor's desire to carry out Work beyond an eight (8) hour day, or at night or outside regular hours, including but not limited to, any additional costs or compensation due the Engineer And Owner or its employees or agents as a result of having to be present at the site. The costs or extra compensation necessitated by the Contractor's Work beyond an eight (8) hour day, or at night or outside regular business hours may be deducted or withheld from progress payment or any other payments due to Contractor.

17.4 If for any reason a suspension of the work should occur; the Contractor, at its own expense, shall do all the Work necessary to provide a safe, smooth and unobstructed passageway through construction for use by public traffic or to provide for the proper and efficient operation of sewer, drainage and other facilities within the site of the Work, during the period of such suspension. In the event that the Contractor fails to perform the Work specified in this Subsection, the Owner will perform such Work and the cost thereof will be deducted from periodic progress payments due the Contractor.

17.5 During inclement weather and other conditions, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work which satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these conditions remain, unless by special means or precautions, approved by the Engineer, the Contractor is able to overcome them.

17.6 Delays in delivery of equipment or material purchased by the Contractor or its Subcontractor, including Engineer-selected equipment, shall not be considered as a just cause for delay as this is not beyond the control of the Contractor. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

17.7 In case of failure on the part of the Contractor to complete the Work within the time affixed in the Contract, or such extension thereof as may be allowed by Engineer

or Owner, the Contract shall by that fact be terminated by written notice. The Owner shall not thereafter pay or allow the Contractor any further compensation for any Work done by it under said Contract, and the Contractor and its sureties shall be liable to the Owner for all loss or damage which it may suffer by reason of his failure to complete the Contract within such time. Failure to prosecute the Work diligently shall be grounds for termination by the Owner pursuant to this paragraph.

In the event the Contract should be terminated, the Owner shall have the right to take over the Work and to proceed with the same until it is completed, either by performing said Work itself directly or by contracting it out to some other person or persons, and in such event the Owner may take possession of and utilize, in completing the Work, such materials, appliances and plant as may be on the site of the Work and necessary for its completion. Nothing herein contained shall be deemed to limit the right of the Owner in the event of any breach of Contract by the Contractor; but all rights herein given to the Owner are and shall be deemed to be additional to any other rights or remedies which the Owner shall have under any provision of law.

17.8 Should the Contractor fail to complete the Work, or any part thereof, in the time agreed upon in the Contract or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the Work is the per diem rate, as stipulated in Section 15, Information For Bidders, plus any costs incurred by the Engineer including, but not limited to: the Engineer's costs for additional inspection, testing or surveying as a result of the Contractor's failure to complete the Work in the time agreed upon. The said amounts are agreed upon as liquidated damages for the loss to the Owner on account of expense due to the employment of Engineers, inspectors, and other employees after the expiration of the time of completion, and on account of the value of the operation of the Works dependent thereon. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor or its Surety.

17.9 The Contractor shall not be charged with liquidated damages or any excess costs when the delay in completion of the Work is due to any of the reasons set forth below provided the Contractor has given Written Notice of the delay within three (3) days of the occurrence of the cause of the delay to the Owner or Engineer. In the event notice is not given as provided, liquidated damages may be assessed.

A. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to: acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a separate contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes,

and abnormal and unforeseeable weather.

18.0 CORRECTION OF WORK

18.1 The Contractor shall promptly correct all work rejected by the engineer as defective or as failing to conform to the contract documents, whether observed before or after substantial completion and whether or not fabricated, installed or completed. Contractor shall bear all costs of correcting such rejected work, including compensation for the engineer's additional services made necessary thereby. Contractor shall also bear the costs of making good all work of the Owner or separate Contractor destroyed or damaged by such correction or removal.

18.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Owner may remove such work and store the materials at the expense of the Contractor, including compensation for the engineer's additional services made necessary thereby.

19.0 SUBSURFACE CONDITIONS

19.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by Written Notice of:

- A. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- B. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

19.2 The Owner shall promptly investigate the conditions, and if it finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice; provided that the Owner may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

20.0 SUSPENSION OF WORK, TERMINATION AND DELAY

20.1 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor shall resume that Work on the date so fixed. The Contractor shall be allowed an increase in the Contract Price or an extension

of the Contract Time, or both, directly attributable to any suspension.

20.2 In addition to any other reasons for termination provided in the Contract, the Contractor shall be considered in default of the Contract and such default will be considered as cause for the Owner to terminate the Contract for any of the following reasons if the Contractor:

- A. Fails to begin the Work under the Contract within the time specified in the "Notice To Proceed," or
- B. Fails to perform the Work or fails to provide sufficient workers, equipment or materials to assure completion of Work in accordance with the terms of the Contract, or
- C. Performs the Work unsuitably or neglects or refuses to remove materials or to perform such new Work as may be rejected as unacceptable and unsuitable, or
- D. Discontinues the prosecution of the Work, or
- E. Fails to resume Work which has been discontinued within a reasonable time after notice to do so, or
- F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- G. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
- H. Makes an assignment for the benefit of creditors, or acceptable manner, or
- I. Is otherwise in breach of the Contract and has failed to remedy the breach within ten (10) days of written notice of the existence of such breach, or
- J. Fails to provide safe conditions for its workers and/or the general public.

Should the Owner consider the Contractor in default of the Contract for any reason above, he shall immediately give Written Notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the Contract.

If the Contractor or Surety, within a period of 10 days after Written Notice, does not proceed in accordance therewith, then the Owner shall have, upon written notification

of the facts of such delay or neglect, the power and authority without violating the Contract, to take the prosecution of the Work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the Work and are acceptable and may enter into an Contract for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner will be required for the completion of said Contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the Work under Contract, will be deducted from any monies due or which may come due the Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the Surety shall pay to the Owner the amount of such excess.

20.3 Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by Owner will not release Contractor from liability.

20.4 Upon seven days Written Notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Contractor shall be paid (without duplication of any items):

20.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

20.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead on such expenses;

20.4.3 for reasonable costs incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

20.4.4 for reasonable expenses directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

20.5 If the Work should be stopped under an order of any court or other public authority for a period of more than ninety (90) days, through no act or fault of the Contractor or of anyone employed by him, or if the Owner should fail to pay the Contractor within 45 days after the time specified in the Payments To Contractor, Section 22.0, then the Contractor may, upon 15 days Written Notice to the Owner, stop Work until payment of the amount owing has been received.

20.6 The Owner may terminate the Contract or a portion thereof if conditions encountered during the progress of the Work make it impossible or impracticable to proceed with the Work or a local or national emergency exists.

When Contracts, or any portion thereof, are terminated before completion of all Work in the Contract, adjustments in the amount bid for the pay items will be made on the actual quantity of Work performed and accepted, or as mutually agreed for pay items of Work partially completed or not started. No claim for loss of anticipated profits will be considered.

Termination of the Contract or any portion thereof shall not relieve the Contractor of its responsibilities for the completed work nor the surety of its obligation for and concerning any just claims arising out of the Work performed.

21.0 ISSUANCE OF NOTICE OF COMPLETION AND FINAL ACCEPTANCE BY OWNER

21.1 Upon completion of the Project, a Final Inspection shall be requested by the Contractor in writing and the Owner will make an inspection within seven (7) days. If all construction provided for and contemplated by the contract is found completed to his satisfaction, that inspection shall constitute the final inspection and the Owner will make the final acceptance and issue a Certificate Of Completion to the Contractor.

If, however, the inspection discloses any Work, in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the Work, another inspection will be made which shall constitute the final inspection provided the Work has been satisfactorily completed. In such event, the Owner will make the final acceptance and issue a Certificate Of Completion to the Contractor.

22.0 PAYMENTS TO CONTRACTOR

22.1 In addition to any documents required by the Engineer to be submitted to Engineer at the time a partial pay estimate is submitted, including partial lien released as specified in Section 22.9 of the General Conditions, the Contractor shall, at least ten (10) days before each progress payment falls due (but not more often than once a month), submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work, title to such materials and equipment shall vest in the Owner, and Contractor shall supply, at the time of submission of payment estimate, supporting documents satisfactory to the Owner, to establish and protect Owner's interest in the materials and

equipment, and Contractor shall maintain appropriate insurance on same until such time as actual possession by the Owner of the materials and equipment shall occur. The Engineer will, within seven (7) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within fourteen (14) days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Contract is fifty percent completed, one-half of the amount retained shall be paid to the Contractor provided the Contractor makes a written request for the payment and the Contractor is making satisfactory progress on the Contract and there is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty per cent completed, no more than five per cent of the amount of any subsequent progress payments made under the Contract may be retained providing the Contractor is making satisfactory progress on the project, except that if at any time the Owner determines satisfactory progress is not being made, ten per cent retention shall be reinstated for all progress payments made under the Contract subsequent to the determination.

22.2 In lieu of ten percent (10%) retention provided for in paragraph 22.1, of this Article, the Owner shall, at the Contractor's option, accept as a substitute an assignment of any of the following:

- A. Time certificates of deposit of banks licensed by the State of Arizona; or
- B. Securities of or guaranteed by the United States of America; or
- C. Securities of the State of Arizona, or any county, municipality or school district thereof; or
- D. Shares of savings and loan institutions authorized to transact business in the State of Arizona.

Such assigned instruments shall have a face value in an amount equal to ten percent (10%) of the progress payment for which such instruments are tendered and shall be retained by the Owner as a guarantee for complete performance of the Contract.

In the event the Owner accepts substitute security as provided herein for the ten percent (10%) retention, the Contractor shall be entitled to all interest or income earned by such security, and all such security in lieu of retention shall be returned to the Contractor within sixty (60) days after final completion and acceptance of all material, equipment and work covered by the contract if the Contractor has furnished

the Owner satisfactory receipts for all labor and material billed and waivers of liens from any and all persons holding claims against the work.

In no event shall the Owner accept a time certificate of deposit of a bank or shares of a savings and loan institution in lieu of the retention specified in paragraph 22.1 of this Article unless accompanied by a signed and acknowledged waiver of the bank or savings and loan institution of any right or power to set off against either the Owner or the Contractor in relationship to the certificates or shares assigned.

22.3 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner out of the amount paid to the Contractor on account of such Subcontractors' Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractors' Work. The Contractor shall, by an appropriate Contract with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

22.4 Prior to Substantial Completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

22.5 The Owner shall have the right to enter the premises for the purpose of doing Work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Owner.

22.6 Upon final completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that the Work has been accepted under the conditions of the Contract Documents. No retention of payments may be delayed or retained without a specific written finding by the Engineer or Owner of the reasons justifying the delay in payment. The entire balance found to be due the Contractor, including the retained percentages, except the amount necessary to pay the expenses the Owner reasonably expected to incur in order to pay or discharge the expenses determined by the Engineer or Owner in the finding justifying the retention or delay, shall be paid to the Contractor, within sixty (60) days of completion or proper filing of the Notice of Completion.

22.7 The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence, in the form of lien releases or other documents deemed appropriate by the Owner, that all obligations of the nature designated above have been paid, discharged, or waived. If

the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

22.8 If any payment to Contractor is delayed after the date due, interest shall be paid at the rate of one percent per month or fraction of a month on such unpaid balance as may be due. If the Owner fails to make payment sixty (60) days after final completion and acceptance, in addition to other remedies available to the Contractor, interest shall be paid at the rate of one per cent per month or fraction of the month on such unpaid balance as may be due, except for that amount necessary to pay the expenses the Owner reasonably expects to incur in order to pay or discharge the expense determined by the Engineer or Owner in the finding justifying the retention or delay.

22.9 The Owner may require the Contractor to furnish partial releases or liens executed by all persons, firms and corporations who have furnished labor services or materials incorporated into the Work during the period of time for which the progress payment is due, releasing such lien rights as these persons, firms or corporations may have for that period.

23.0 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

23.1 Following the Owner's acceptance of the Work, the Owner will issue a Notice of Completion to the Contractor. Sixty days after the issuing of the Notice of Completion, and upon receipt of the necessary Unconditional lien releases executed by all persons, firms and corporations who have furnished labor services or materials incorporated into the work evidencing that all liabilities have been fully discharged, the Owner will pay to the Contractor the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All previous prior partial estimates and payments shall be subject to correction in the final estimate and payment.

23.2 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

24.0 INSURANCE

24.1 The Contractor shall give special attention to Section 00500-A of the Bid Documents when preparing a bid, which outline the insurance requirements of Owner and the Contractor shall consider these insurance requirements part of the Bid/Contract documents.

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

- A. Claims under worker's compensation, disability benefit and other similar employee benefit acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- D. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
- E. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

The Contractor is responsible to respond to claims arising as a result of its work. See Section 500-B for specific procedures.

24.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least ten (10) days prior Written Notice has been given to the Owner, "Attention: Contract Administrator, 2330 McCulloch Boulevard North, Lake Havasu City, AZ, 86403".

24.3 The Contractor shall procure and maintain, at its own expense, during the Contract Time, liability insurance as specified in Section 500-A, incorporated herein.

25.0 CONTRACT SECURITY

25.1 The Contractor shall within ten (10) days after the receipt of the Notice Of Award furnish the Owner with a Performance Bond and a Payment Bond in sums equal to the amount of the Contract PRICE, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and Contracts of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

26.0 ASSIGNMENTS

26.1 Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party. Nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Owner.

26.2 The Owner and Contractor each bind itself, its partners, successors and assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, Contracts and obligations contained in the Contract Documents.

27.0 INDEMNIFICATION

27.1 Contractor shall indemnify and hold harmless City, its officers and employees from and against any and all liabilities, damages, losses, and costs, including reasonable attorney's fees, but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Contractor or other persons employed or used by the Contractor in the performance of this Contract. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

27.2 In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly

or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation of benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefits acts.

27.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, Change Orders, designs or Specifications.

28.0 SEPARATE CONTRACTS

28.1 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate its Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

28.2 The Owner may perform additional Work related to the Project by itself, or it may let other contracts containing provisions similar to these. The Contractor shall afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.

28.3 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves it in additional expense or entitles him to an extension of the Contract Time, it may make a claim therefore as provided in Sections 16 and 17.

29.0 SUBCONTRACTING

29.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which come under normal contracting practices or are typically performed by specialty Subcontractors, provided the Contractor, simultaneously with the delivery of the executed Contract, shall furnish to the Owner and the Engineer in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has

reasonable objection to any such proposed person or entity. Failure of the Owner or Engineer to promptly reply shall constitute notice of no reasonable objection. The Contractor shall not contract with any such proposed person or entity to whom the Owner or Engineer has made reasonable objection and the Contractor shall not be required to contract with anyone to whom he has a reasonable objection. If the Owner or Engineer has a reasonable objection to any proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Engineer has no reasonable objection. The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner or Engineer makes reasonable objection to such substitution.

29.2 The Contractor shall not award Work to Subcontractor(s), in excess of forty-nine (49%) percent of the Contract Price, without prior written approval of the Owner.

29.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

29.4 The Contractor shall not employ any Subcontractors that are not properly licensed with Lake Havasu City and the State of Arizona. Changes of Subcontractors listed with the Proposal shall be made only with the approval of the Owner.

29.5 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any Subcontractor and the Owner; the Contractor shall be as fully responsible to the Owner for the acts and omissions of Subcontractors, and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

29.6 The Contractor shall, without additional expense to the Owner, utilize the services of specialty Subcontractors on those parts of the Work which are specified or required by State or local laws to be performed by specialty Subcontractors.

29.7 The Contractor shall be responsible for the coordination of all trades, Subcontractors, material and people engaged upon this Work. The Owner will not undertake to settle any differences between the Contractor and his Subcontractors or between Subcontractors.

29.8 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

29.9 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

30.0 ENGINEER'S AUTHORITY

30.1 The Engineer shall act as the Owner's representative during the construction period. The Engineer shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make periodic visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

30.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

30.3 The Engineer shall not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer shall not be responsible or have control or charge over the acts or omissions of the Subcontractors, or any of their agents or employees, or any other person performing any of the Work.

30.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

30.5 The Engineer will have the authority to reject Work which does not conform to the Contract Documents. Whenever, in its opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Engineer will have authority to require special inspection or testing of the Work in accordance with the other terms of this Contract whether or not such Work be then fabricated, installed or completed.

31.0 LAND AND RIGHTS-OF-WAY

31.1 Prior to issuance of Notice To Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.

31.2 The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

31.3 The Contractor shall provide at its own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

32.0 GUARANTEE

32.1 Except as otherwise specified, all Work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for a period of one (1) year from the date the Certificate of Substantial Completion is issued by the Owner, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents.

32.2 If, within any guarantee period, repairs or changes are required in connection with guaranteed Work, which, in the opinion of the Owner, is rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense, (1) place in satisfactory condition in every particular all of such guaranteed Work, correcting all defects therein; (2) make good all damage to the building, site or Work, or equipment or contents thereof, which in the opinion of the Owner, is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and (3) make good any Work or material, or the equipment and contents of said building, site or Work disturbed in fulfilling any such guarantee. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

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GUARANTEE

32.3 The Contractor agrees to execute, and to cause each Subcontractor to execute, a written guarantee to the Owner, in substantially the following form:

GUARANTEE FOR:

We hereby guarantee, both jointly and severally, that the improvement which we have installed for the Owner of Project, specifically described as:

WATER MAIN REPLACEMENTS, Project No. 3080

has been done in accordance with the Contract Drawings and Specifications.

We agree, both jointly and severally, to repair and replace any or all Work included in said improvement, together with any other adjacent work which may be displaced or damaged by so doing, that may prove to be defective in its workmanship or material within a period of one year from date of the Certificate of Substantial Completion, ordinary wear and tear and unusual abuse or neglect accepted.

In the event of our failure to comply with the above mentioned conditions within a reasonable period of time (as determined by the Owner) after being notified in writing by the Owner, we both jointly and severally, do hereby authorize the Owner to proceed to have said defects repaired and made good at our expense, and we will honor and pay the costs and charges therefore upon demand.

Signed _____

Countersigned _____

Local Representative to be contacted for service:

Name _____

Address _____

Phone No. _____

FAX _____

The guarantee form(s) shall be completed and returned with the acknowledgement of the Certificate of Completion.

The failure of the Contractor or any Subcontractor to execute, such guarantee shall not affect the right of the Owner to rely on and enforce the guarantee and the obligations

respectively assumed by the Contractor and each Subcontractor under Subparagraph 32.1 and 32.2 hereof.

33.0 ARBITRATION

33.1 Provided both parties mutually agree, all claims, disputes and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 23, may be decided by arbitration in accordance with the American Arbitration Association or any other similar body. The foregoing Contract to arbitrate shall be specifically enforceable under the prevailing arbitration law (Arizona Revised Statutes Sections 12-1501, *et seq.*) of the State of Arizona. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

33.2 Notice of the demand for arbitration shall be filed in writing with the other party to the Contract Documents and with the American Arbitration Association and a copy shall be filed with the Engineer. The party filing for arbitration may select which arbitration service to use. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

33.3 The Contractor shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

33.4 The provisions of the Contract pertaining to arbitration are not binding upon Engineer and Engineer cannot be compelled to participate against his will in an arbitration arising out of a dispute over the Contract or Contract Documents unless Engineer so consents in writing to be a party to the arbitration.

34.0 TAXES AND CHARGES

34.1 The Contractor shall pay all State and local sales and use taxes on items, and in a manner as required by the laws and statutes of the State of Arizona and its political subdivisions. The Contractor shall withhold and pay any and all withholding taxes, whether State or Federal, and pay all Social Security charges, State Unemployment Compensation charges, industrial insurance, workers compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees, or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws.

35.0 MISCELLANEOUS CONDITIONS

35.1 In the event that either party to the Contract is required to institute arbitration or litigation to enforce its rights under the terms of the Contract, then the prevailing party

in the arbitration or litigation shall be entitled to recover all costs and attorney's fees incurred.

35.2 In the event that any provision contained in the Contract is found to be contrary to the applicable law, then it shall be severed and the remaining provisions of the Contract shall remain in full force and effect.

35.3 The Contract shall be governed by the laws of the State of Arizona.

36.0 CONFLICTS WITHIN THE PLANS OR SPECIFICATIONS

36.1 In the event that a conflict is discovered between sections of the Specifications or between the Plans and the Specifications, the following list of priority shall be used to resolve the conflict:

- A. Executed Change Orders
- B. Addenda
- C. Contract
- D. Special Provisions
- E. General Conditions
- F. Instructions to Bidders
- G. Technical Specifications
- H. Plans
- I. Referenced Standard Specifications or Other Documents

37.0 NONDISCRIMINATION

37.1 The Contractor, with regard to the work performed pursuant to this contract, shall not discriminate on the grounds of race, color, sex, religion, creed, age, physical or mental disability, or national origin or ancestry in any contracts with the public and in the selection and retention of employees or subcontractors, nor in the procurement of materials and leases of equipment.

38.0 INTEGRATION

38.1 This Contract represents the entire Contract between the parties hereto and supersedes any and all prior negotiations or representations, either written or oral.

38.2 Amendments or modifications to the Contract shall be in writing, signed by both parties, or by Change Orders.

38.3 The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall be entitled to performance of obligations intended for his benefit, and to the enforcement thereof.

39.0 HAZARD COMMUNICATION PROGRAM

39.1 All contractors working on City projects shall submit a copy of their hazard communication plan to the Fire Prevention Office prior to commencement of work on any project. This will ensure that other individuals on the job site are not unknowingly exposed to a hazardous substance or chemical.

The Fire Prevention Office shall be provided a list of the hazardous substances and the material safety data sheets that are applicable to the work areas of those contract employees.

All contract labor within City facilities will be treated the same as regular employees with regard to this hazard communication standard.

**** END OF SECTION 0700 ****

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SECTION 00800 **SPECIAL PROVISIONS**

1.0 SCOPE

These Special Provisions supplement and modify the General Conditions, Technical Specifications, and Plans. All requirements and provisions of the General Conditions, Technical Specifications and Plans apply except where modified by these Special Provisions.

2.0 PROJECT DESCRIPTION

This project consists of the installation of approximately 8,485 linear feet of 6-inch waterline and 4,820 linear feet of 8-inch waterline within thirteen (13) select areas identified within the Lake Havasu City Water Master Plan Update. These small diameter pipes were identified for purposes of ultimate build out as well as due to high pressures and multiple breaks within the past few years. The work includes, but is not limited to, pipeline construction, concrete and pavement removal and replacement, water service improvements, and fire hydrant removal and replacement.

Special instructions regarding the various portions of the project are included in these Special Provisions.

3.0 DEFINITION OF TERMS

Wherever in these documents the word "OWNER" appears, it shall be understood to mean Lake Havasu City, Arizona, the governing body of which is the City Council. Wherever in these documents the word "CONTRACTOR" appears, it shall be understood to mean the party or parties contracting with the Owner to perform the Work. Wherever in these documents the word "ENGINEER" appears, it shall be understood to mean Lake Havasu City Public Works Department, Engineering Division.

4.0 PRECONSTRUCTION CONFERENCE

Within ten (10) days after the contract has been awarded, but before the start of construction, the ENGINEER will schedule a conference to be held at the site of the project for the purpose of discussing such matters as project supervision, onsite inspections, progress schedules and reports, payrolls, payments to Contractors, equal employment opportunity, contract change orders, insurance, safety, and any other items pertinent to the project. The Contractor shall arrange to have all supervisory personnel connected with the project on hand to meet with the representatives of the Owner and the Engineer.

5.0 COMPLIANCE WITH LAWS AND LABOR MATERIAL REQUIREMENTS

The Contractor shall conduct the work in compliance with all existing state and national

laws and county and municipal ordinance and regulations limiting or controlling the work in any manner. Particular attention is called to the following State of Arizona laws:

WORKMAN'S COMPENSATION INSURANCE All personnel working on the project shall be covered by Workmen's Compensation Insurance as provided or approved by the Arizona Industrial Commission in accordance with ARS 23-901 et. seq.

EMPLOYMENT OF ALIENS Employment of aliens on Public Works projects prohibited. ARS 34-301 and residence requirements for employees, ARS 34-302.

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of

any structure, building or transportation facility or improvement to real property.

6.0 COPIES OF DOCUMENTS

The Owner will furnish to the Contractor one electronic copy of the Contract Documents in pdf format, unless otherwise requested.

7.0 DRAWINGS OF RECORD

Two sets of the Contract Documents are to be kept at the job site, maintained in good condition, and marked daily by the Contractor as the work proceeds. The Contract Documents shall be kept available for inspection by the OWNER at all times, and shall be kept up to date.

8.0 CONTRACT TIME

The contract time shall be **150 CALENDAR DAYS** from the NOTICE to PROCEED.

9.0 SURVEYS

The CONTRACTOR shall layout the WORK, in accordance with the drawings, shall establish all necessary lines, etc., required to complete the work in accordance with the Contract Documents. The CONTRACTOR shall employ an experienced and competent Arizona Registered Land Surveyor (R.L.S.) satisfactory to the OWNER to layout the WORK and to verify lines and elevations as the WORK progresses.

10.0 WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the OWNER shall direct, the Contractor will and will cause his Subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the OWNER, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

11.0 SUBMITTALS

Prior to construction and as soon as possible, the Contractor shall supply all submittals required by the Technical Specifications or as requested by the Owner.

12.0 INSPECTION OF THE WORK

The Owner intends to provide a full-time resident inspector for the project. The resident inspector will be available for a forty (40) hour period during the week from Monday through Friday during the period of the Contract. In the event the Contractor elects to work outside the forty (40) hour week that occurs between Monday through Friday, such

as Saturday, Sunday or legal holidays, in accordance with Section 17.0 of the General Conditions the Contractor will be responsible for all inspection, engineering, and testing costs incurred during that period. For any inspection work performed on Saturday, Sunday, or local municipal holidays the minimum chargeable time shall be four (4) hours. The Owner reserves the right to deduct these additional inspection, engineering, and testing costs directly from the Contractor's payments.

13.0 WATER AND POWER

A. WATER

Water is available from the Water Department at no cost to the Contractor. The Contractor shall make application and obtain a hydrant meter from the Water Department for the purpose of metering the use of water on the project. The Contractor shall adhere to all conditions stated in the Meter Application, including payment of a deposit for the meter, return of the meter to the Water Department each month during the project for reading, and notification to the Water Department prior to any change in the location of the hydrant meter. The maximum water to be drawn off a hydrant at any time is 200 gpm (water drawn from 4" hydrant whenever available). Water shall only be drawn off hydrants approved by the Lake Havasu City Water Superintendent or his authorized representative.

B. POWER

All power for lighting, operation of Contractor's plant or equipment or for any other use as may be required for proper completion of the work to be performed under the provisions of these contract documents, shall be provided by the Contractor at his sole cost and expense.

14.0 BURNING OF VEGETATION

No burning of vegetation will be allowed.

15.0 MATERIALS TESTING

A. CONSTRUCTION TESTING

All quality control testing must be provided by CONTRACTOR. The material and workmanship provided during construction will be tested on a regular basis by the CONTRACTOR. It shall be the responsibility of the CONTRACTOR, at no additional cost, to provide material samples for testing at the **OWNER's** request.

The CONTRACTOR shall be responsible for charges resulting from failed tests, costs for retesting shall be based upon hourly and/or individual test rates. In the event any portion of the project is rejected because of substandard work, all materials

testing, engineering, and inspection costs associated with corrective measures shall be chargeable to the CONTRACTOR at the current respective rates.

B. PRELIMINARY MATERIALS TESTING

All preliminary materials testing and mix design testing required by the specifications to ensure materials and mix designs are suitable for project use will be the responsibility of the CONTRACTOR at no additional cost to the OWNER.

16.0 CLEANUP AND POLLUTION CONTROL

A. GENERAL

The CONTRACTOR shall be responsible for the removal of all debris, litter and waste from the job site(s) and/or equipment maintenance area and the restoration of any and all areas affected, directly or indirectly by the construction, transportation of equipment or materials and/or by the acts of neglect or omission by his employees.

All debris, litter, etc., shall be disposed of in accordance with prevailing ordinance or law. Open burning of trash, debris, etc., will not be permitted.

Such clean-up operations shall be on a daily basis. All pavement, concrete, brush, rocks, excess materials, etc. accumulated or removed during the course of construction must be disposed of in those areas designated by the Engineer or his authorized representative, including but not limited to the Lake Havasu City Landfill.

All costs for disposal, including gate or tipping fees, etc. are the responsibility of the Contractor. This material must be disposed of within ten (10) days of time of removal. If the areas in question are not cleaned up to the satisfaction of the ENGINEER, progress payments will be withheld until clean-up is completed and approved by the ENGINEER, or, in the case of private projects, other legal action will be taken.

B. TEMPORARY FACILITIES

The CONTRACTOR shall provide temporary mailboxes and traffic control signs where necessary until completion of backfilling and clean-up.

C. SOLID WASTES

All solid wastes shall be removed and disposed of in accordance with prevailing ordinance or law. Clean-up shall be completed on a daily basis. All costs for disposal shall be the responsibility of the Contractor, and shall be considered incidental to the costs of the various bid items.

All spilled paving material shall be removed and disposed of prior to final acceptance and payment.

D. MAINTENANCE AREAS

Maintenance areas shall be kept clean during construction and shall be free of litter at all times. All empty containers, debris, waste, etc., shall be removed and disposed of prior to final acceptance. Upon inspection by the ENGINEER, the CONTRACTOR may be required to dress the surface of the ground, dependent upon the extent of spillage of petroleum products on the surface. If so directed, such dressing shall consist of scarifying the surface to a depth of six (6) inches and moving and compacting the soil in such a way as to blend the spill areas into clean soil and restore the surface by partial compaction.

E. POLLUTION

The CONTRACTOR shall be held responsible for acts leading to pollution of water, air or land by any means.

Open burning of trash, debris, etc., will not be permitted anywhere in the City limits.

The discharge of any pollutants upon the surface of the ground, or into any stream, ravine, wash or body of water which may result in pollution of the public water supply, or of groundwater contributory thereto, will not be permitted.

Violation of these conditions will be cause for the termination of work, and possible legal action.

F. REMOVAL AND REPLACEMENT OF SIGNS, MAILBOXES, ETC.

It is the responsibility of the CONTRACTOR to remove all poles, etc. which are located within the construction area and replace at the time of backfilling and clean-up in the locations determined by the Street Superintendent. In the case of landscaping or other private items located in the construction area, the CONTRACTOR shall hand-deliver a written notice to all residences in that area stating his intentions to perform construction activities and shall do so at least five (5) working days prior to work commencing. If, at the time of construction these items are still in the construction area, the CONTRACTOR is to remove and dispose of them properly. All signs and mailboxes shall be permanently installed within forty-eight (48) hours of completion of construction activities.

G. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT

At the time of the preconstruction conference, the contractor shall submit, for the Engineer's approval, a program which includes all the measures which the contractor proposes to take for the construction of permanent erosion control work

specified in the contract and all the temporary control measures to prevent erosion and pollution of streams, lakes and reservoirs.

Permanent erosion control work and pollution prevention measures shall be performed at the earliest practicable time consistent with good construction practices. Temporary work and measures are not meant to be performed in lieu of permanent work specified in the contract.

Construction of drainage facilities as well as the performance of other contract work which will contribute to the control of erosion and sedimentation shall be carried out in conjunction with earthwork operations or as soon thereafter as possible.

Except for that approved in writing by the Engineer, the contractor shall perform no clearing and grubbing or earthwork until the contractor's program has been approved.

If in the opinion of the Engineer, clearing and grubbing, excavation, or other construction operations are likely to create an erosion problem because of the exposure of erodible earth material, the Engineer may limit the surface area to be disturbed until satisfactory control measures have been accomplished. Unless otherwise permitted by the Engineer, the contractor shall not expose an area of erodible earth material greater than 217,800 square feet at any one location.

The Engineer may order the contractor to provide immediate measures to control erosion and prevent pollution. Such measures may involve the construction of temporary berms, dikes, dams, sediment basins and slope drains; the use of temporary mulches, mats and seeds and the use of other devices, methods, items, etc., as necessary.

At any time the contractor proposes to change his/her schedule of operations, the contractor shall review and update his/her erosion and pollution control program and submit it to the Engineer for approval.

The contractor shall not be entitled to additional compensation or an extension of contract time for any delays to the work because of the contractor's failure to submit an acceptable erosion and pollution control program.

Erosion control and pollution prevention work specified in the contract which is to be accomplished under any of the various contract items will be paid for by the bid item. Any additional work required by the Owner will be paid for by the Force Account set up for this work.

The cost of any erosion control and pollution prevention work which may be proposed by the contractor in his/her program, in addition to that specified in the contract, will be considered as included in the prices bid for contract items.

17.0 DUST CONTROL

It shall be the Contractor's responsibility to provide adequate water for dust control. It is imperative that the air quality standards are maintained. In addition, dust could be quite hazardous in the everyday operations. It shall be the Contractor's responsibility to ensure that all regulations for air quality and safety are met.

18.0 SUPERVISORY PERSONNEL

It is the intent of these Specifications to provide a completed project which will in every way reflect the work of competent journeyman mechanics in the various trades represented. The Contractor shall ensure that each portion of the work is supervised by a qualified person, well versed in the operation of the various tools required for the trade, the method in which the work is to be done, and a knowledge of the general requirements of the construction work. All work is to be done in accordance with the latest methods devised for such work to ensure the highest quality product.

19.0 SAFETY REQUIREMENTS

The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction" (29 CFR Part 1518, 36 CFR 7340), with additions or modifications thereto, in effect during construction of this project.

THE FOLLOWING MEASURES OR PROVISIONS ARE TO BE ADHERED TO AT ALL TIMES DURING THE CONSTRUCTION OF THIS PROJECT:

- A. All heavy construction machinery to include trenching machines, bulldozers, backhoes, etc., must be equipped with a roll bar meeting the requirements of the above regulation.
- B. Safety helmets will be worn by all personnel working at the site. In addition, all spectators and inspectors will be required to wear safety helmets in construction zone.
- C. Steel toe safety shoes or boots will be worn by all personnel working at the site.

20.0 PRESERVATION OF BENCH MARKS AND MONUMENTS

The Contractor shall exercise caution to ensure that permanent bench marks, monuments, established property corners, survey lines, and points are not damaged or disturbed by this work. If any survey monuments, property corners, survey lines or points are damaged or disturbed, the Contractor's representative shall immediately notify the inspector. All centerline survey monumentation located in pavement removal areas shall be replaced by an Arizona Registered Land Surveyor (R.L.S.) after completion of the pavement removal and replacement operations. All costs incurred to re-establish such points shall be borne

by the Contractor.

21.0 DISPOSAL OF EXCESS MATERIAL

Excess soil and unsuitable materials shall be removed from the site by the Contractor at his own expense and disposed of in accordance with the Contract Documents unless otherwise permitted herein. In the event the Contractor chooses to utilize local private lots to dispose of excess material, the Contractor must provide the Engineer with written permission from the lot owner prior to utilizing the lot. Placing material suitable for fill on vacant lots will require a Grading Permit in advance of placing the material.

22.0 REFERENCE STANDARD SPECIFICATIONS

Where standard specifications or testing methods have been referred to, such as ASTM or AASHTO, the intent is to refer to the latest applicable issue or revision of such specifications or testing methods. The following abbreviations are used in these specifications.

AWWA	American Waterworks Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AI	Asphalt Institute
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute (formerly the USA Standards Institute)
ASTM	American Society for Testing and Materials
NSF	National Sanitation Foundation
S.P.W.C.	Standard Specifications for Public Works Construction. (Wherever written herein shall mean "Maricopa Association of Governments, Arizona Specification for Public Works Construction".) The "Sample Forms" and "Part 100 – General Conditions" of these Standard Specifications for Public Works Construction are excluded from the documents for this project.

23.0 CODES, ORDINANCES AND LOCAL SPECIFICATIONS

All work under this project shall be performed in strict accordance with these specifications and the Standard Specifications for Public Works Construction (SPWC). Where any conflict

occurs between these plans and specifications and the local codes and ordinances in effect at the time, such codes and ordinances shall take precedence over these plans and specifications only if these plans and specifications are inferior as to materials and workmanship called for by such codes and ordinances.

24.0 INTERFERING STRUCTURES AND UTILITIES

The Contractor shall notify Blue Stake (1-800-782-5348) at least three (3) working days prior to any excavations.

The Contractor shall exercise all possible caution to prevent damage to existing structures and utilities, whether above ground or underground. The Contractor shall notify all utility offices concerned at least seventy-two (72) hours in advance of construction operations in which a utility's facilities may be involved.

Any structure or utility damage caused by the work shall be repaired or replaced in a condition equal to or better than the condition prior to the damage. Such repair or replacement shall be accomplished at the Contractor's expense without additional compensation from the Owner.

If interfering structures or installations such as vaults, manholes, valves, utility poles, guy wires, or anchors are encountered, the Contractor shall notify the Engineer and contact the appropriate utility or structure owner at least seven (7) days in advance of construction to arrange for protection or relocation of the structure.

The Contractor shall remove, protect and/or replace all existing structures, utilities or other improvements and similar items within the proposed improvements at his own expense without additional compensation from the Owner unless specifically provided for as a pay item of work by the Specifications or as otherwise provided for on the Plans. Replacement shall be in a manner and in a condition at least equivalent to, or better than, the original condition.

If the Contractor encounters existing facilities which will prevent the construction of any facility and which are not properly shown on the Plans, he shall notify the Owner before continuing with the construction in order that the Owner may make such field revisions as necessary to avoid conflict with the existing structure. The cost of waiting or "down" time during such field revision shall be borne by the Contractor without additional cost to the Owner. If the Contractor fails to notify the Owner when an existing structure is encountered, but proceeds with the construction despite this interference, he does so at his own risk. In particular, when the location of the new construction will prohibit the restoration of existing structures to their original condition; the Contractor shall notify the Engineer and contact the utility or structure owner so a field relocation may be made if possible to avoid the conflict.

In the event of interruption to any utility service as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper

authority. He shall cooperate with the said authority in restoration of service as promptly as possible and shall bear all costs of repair. In no case shall interruption of any utility service be allowed to exist outside working hours unless prior approval of the Owner is received.

Neither the Owner nor its officers or agents shall be responsible for damages to the Contractor as a result of the locations of the water and sewer lines or utilities being other than those shown on the Plans or for the existence of water, sewer lines or utilities not shown on the Plans.

25.0 AIR QUALITY - OPERATING PERMITS

The Contractor may be required to obtain registration certificates and/or operating permits for sources of air pollution.

Information concerning these certificates and permits may be obtained from:

The Office of Air Quality
Arizona Department of Environmental Quality
P.O. Box 600
Phoenix, AZ 85001-0600
(602) 207-2300

26.0 ADJUST UTILITIES TO FINISHED GRADE

The Contractor shall be responsible for locating all manhole rims, valve boxes, meter boxes, utility vaults, etc., and setting them to finished grade. The Contractor shall adjust sewer and water facilities to finished grade in accordance with the specifications within seven (7) days after street surfacing has been completed on each street. All valves and/or manholes will be made visible and accessible for emergency use within 24 hours. It shall be the responsibility of the Contractor to coordinate with the various private utility companies so that they can adjust their facilities to finished grade at an appropriate time. Adjust all facilities in accordance with these specifications and the MAG Standard Details, as modified by Lake Havasu City.

27.0 SAFETY, HEALTH AND SANITATION PROVISIONS

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health.

The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the Owner may determine, reasonably necessary to protect the life and health of employees on the job, the safety of the public and to protect property in connection with the performance of the work covered by the contract.

Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State occupational safety and health acts, and standards and regulations promulgated thereunder.

28.0 PUBLIC SAFETY AND TRAFFIC CONTROL

Every attempt shall be made to provide public safety during the construction of the project. Traffic control shall be performed in accordance with Section 2650, Traffic Control, of the Technical Specifications.

During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access for all property owners to their property. No person shall be cut off from access to his residence or place of business for a period exceeding two (2) hours, unless the Contractor has made a special arrangement with the affected persons. It shall be the Contractor's responsibility to notify all adjacent property owners of the construction activity and the schedule of such activities.

The CONTRACTOR shall submit for approval a traffic control and barricade plan within ten (10) days of receipt of Notification of Award of Contract. There shall be no deviations from the approved barricade plan unless a revised barricade plan is submitted and approved. The CONTRACTOR shall issue a news release once a week for duration of the project. The release will be published in Sunday's newspaper and shall indicate the area in which the CONTRACTOR will be performing work for that week.

Businesses must be notified forty-eight (48) hours prior to any restrictions on normal parking areas used by their employees or patrons.

The CONTRACTOR shall contact, cooperate with, and give notice to each resident, homeowner, business or school that will be affected by any part of the construction process, particularly concerning temporary interruptions to vehicular access.

Written notice of the approximate schedule and explanation of work shall be given to each resident, homeowner, business or school at least five (5) days prior to commencement of work in the area. Verbal door-to-door communication shall be made at least twenty-four (24) hours prior to construction to remind all affected parties of the construction to take place.

The OWNER shall receive a copy of all notifications to residents. In the event of complaints by residents, the OWNER may require the CONTRACTOR to provide documentation (ie. check list) showing the date & time of the verbal door-to-door communication.

In addition, the CONTRACTOR is responsible to answer and resolve any conflicts that may arise between a homeowner or business owner and himself during the construction

process.

The CONTRACTOR shall provide and station competent flaggers whose sole purpose shall be to direct the movement of public traffic through or around the work. Proper advanced warning signs shall be in place when flaggers are working and removed when work requiring flaggers is completed. Flaggers must be used to assist trucks for safe ingress and egress whenever truck movements may interfere with safe passage through the work zone.

All traffic control devices that are not in use or will not be used for a period greater than 72 hours or that are determined by the Engineer to be unnecessary, confusing, or causing an unsafe condition, shall be removed by the CONTRACTOR from the public right-of-way immediately upon notification by the Engineer.

Every attempt shall be made to provide public safety during the construction of the project. Traffic control shall be performed in accordance with Section 2650, Traffic Control, of the Technical Specifications. No person shall be cut off from access to his residence or place of business for a period exceeding six (6) hours, unless the Contractor has made a special arrangement with the affected persons. In addition, no work will be scheduled which will interrupt regular trash pickup to either residential or commercial properties. It will be the CONTRACTOR'S responsibility to coordinate his activities with the local trash haulers.

No streets, avenues, boulevards or cul-de-sacs will be closed to traffic unless prior arrangements have been made and approval has been obtained from the ENGINEER.

29.0 TEMPORARY FACILITIES ON SITE

A. General

Except as otherwise provided, the Owner shall bear no costs of temporary facilities and their removal.

B. Temporary Utility Services

The Contractor shall provide temporary electric power as necessary for the execution of the Work, including that required by all Subcontractors. He shall make the necessary arrangements with Owner, shall bear all costs for these temporary services and shall furnish and install all necessary transformers, metering facilities and distribution centers from branch circuits as he may require.

The Contractor shall provide lighting and outlets in temporary structures throughout the project as may be required for safety, proper performance and inspection of the Work. If operations are performed during hours of darkness, or if natural lighting is deemed insufficient by Owner, the Contractor shall provide adequate floodlights, clusters and spot illumination. The use of permanently installed lighting fixtures, lamps and tubes for work will not be permitted except by special permission of

Owner. The Contractor shall make arrangements with Subcontractors for electrical services and lighting as may be necessary in the performance of their work.

Temporary water service lines, if required, shall be installed and removed by the Contractor, who shall pay all charges for making the connections, running the temporary lines, removing the temporary lines at the completion of the Work and disconnecting the services. All relocations required to clear the work of others shall be performed by the Contractor when requested by the Owner.

C. Temporary Structures

Prior to starting Work, the Contractor shall, as directed by Owner, provide and maintain suitable temporary office facilities for the duration of the Project as required for the Contractor's project administration; and all necessary sheds and facilities for the proper storage of tools, materials and equipment employed in the performance of the Work.

D. Toilet Facilities

The Contractor shall provide and maintain temporary toilet facilities for the duration of operations, which shall be maintained in a clean and sanitary condition acceptable to Owner and in full compliance with applicable regulations of any public authority.

E. Telephones

The Contractor shall provide, maintain and pay for telephone services for the duration of the Work as required for the Contractor's operation.

F. Fence and Barricades

The Contractor shall provide such protective fences and barricades as he may deem necessary for public safety and to protect his storage areas and the Work in place. The location and appearance of all fences shall be subject to the approval of the Owner.

G. Contractor Parking

The Contractor shall not park his equipment, nor allow his personnel to park, in any area except those specifically designated by the Owner.

H. Temporary Living Quarters

Temporary living quarters shall not be allowed on the job site or on publicly owned properties. In addition, all Lake Havasu City Zoning Codes for the area in question shall be strictly adhered to.

I. Removal of Temporary Construction

The Contractor shall remove temporary office facilities, toilets, storage sheds and other temporary construction from the site as soon as, in Owner's opinion, the progress of Work permits. He shall recondition and restore those portions of the site occupied by the same to a condition equal to or better than it was prior to construction.

30.0 ACCESS TO WASHES

- A. Unless otherwise mentioned herein, the Contractor must obtain written permission from the Owner prior to gaining access or utilizing washes or City parcels for any purpose. Request for access to washes and City parcels will be reviewed on a case by case basis. The Contractor shall have access to washes and City parcels via public streets and/or private easements only. For the purposes of this paragraph, "private easement" means an agreement by and between the Contractor and a property owner, in writing, authorizing the Contractor to travel across the property owner's real property in order to have ingress or egress to washes, parcels or any portion thereof. Such agreement, if any, shall be filed with the Office of the City Engineer before the Contractor may exercise the rights thereunder granted. Access to any wash, parcels, or portion thereof by any means not in compliance with the terms of this paragraph shall be deemed a trespass and a breach of the terms of the agreement.
- B. Violations of the provisions of subparagraph (a.) hereof, shall entitle the City to deduct the sum of One Thousand Dollars (\$1,000.00) from the monies due to Contractor as and for liquidated damages for each such violation. For the purposes of this paragraph, each entry by a vehicle upon land for which Contractor has not received permission to enter shall be deemed a separate violation of subparagraph (a.) hereof.

31.0 COORDINATION AND COOPERATION WITH UTILITY COMPANIES AND OTHER TRADES

A. Coordination/Interruption

The Contractor is responsible to coordinate work with all utility companies and other trades, on or affecting the job, for an efficient and effective execution of the complete project. The Contractor shall carefully examine all work that may conflict, and plan removal and/or installation details in advance of the construction to avoid any such conflict. Failure on the contractor's part to coordinate with any and all utilities, public or private, shall preclude the City's consideration for additional time or cost.

B. Permission Required

Utility mains and utility service to buildings shall not be cut off or otherwise interrupted without the Contractor obtaining permission from the Owner in each and every instance.

C. Scheduling of Interruptions

Where utilities serve facilities or buildings in use, interruptions in service shall be scheduled during the hours when the facility is not in operation. Any overtime costs occasioned thereby shall be regarded as incidental to, and included within, the Contract Sum.

D. General Requirements

Prior to interrupting any utility service, the Contractor shall ascertain that he has the proper materials, together with adequate workmen and equipment, to complete the Work with a minimum of delay.

E. Project Electrical Service

The Contractor is responsible to coordinate with Unisource, Electric Division, to determine the extent of work to be performed by Unisource and by the Contractor to provide electric service for the finished product. The Contractor is also responsible to contact Unisource to determine the hardware required by Unisource to provide service to the final product. Unisource does not provide service to delta connections.

32.0 WAGE RATES

Contractor shall utilize Wage Determination General Decision Number AZ 2015-5467 07/29/16. Wage rates paid for labor must not be less than the prevailing area wages as determined by the Secretary of Labor and embodied in the construction contract, pursuant to the provisions of the Davis-Bacon act, as amended (40 USC 276a to 276a-7)

Contractors and subcontractors shall be advised that upon acceptance of their bids, they are obligated to pay not less than the established wage rate unless otherwise required by law. Wage rates need not be listed for non-manual workers, including executive, supervisory, administrative and clerical employees. A copy of the Prevailing Wage Determination(s) are attached to the specifications for use on this project in Appendix A.

The Owner or their Representative will require each contractor and subcontractor to submit, in compliance with the Davis-Bacon Act, a weekly payroll record. These records shall be retained for a period of three years from the date of completion of the contract and in a manner reasonably accessible. Such payroll records shall be

made available at all times for inspection.

The Owner or their Representative shall check the submitted payroll records to assure they contain the following:

- (1) A properly completed payroll Form WH-347, or
- (2) If another form is used, all the information required by Form WH-347, including the name, address, correct job classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid for all employees; and the Statement of Compliance, properly executed as shown on the reverse side of Department of Labor Form WH-347, "Payroll Reporting Form" containing all of the information requirements including the Statement of Compliance. Copies are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

33.0 BUY AMERICAN PROVISION

All of the iron, steel, and manufactured goods used in this project are to be produced in the United States.

34.0 AFFIDAVIT OF LAWFUL PRESENCE IN THE UNITED STATES

In accordance with A.R.S. §§ 1-501, 1-502 and as a condition of entering into this Contract, natural person(s) shall execute the affidavit attached hereto as **Exhibit 1** and present one of the identification documents contained therein (the "Identification Documents") to verify their lawful presence in the U.S. If applicable, failure to execute the affidavit and present one of the Identification Documents upon submittal of the Contract Documents shall be considered nonresponsive and shall result in rejection of the submitted response and automatic cancellation of this Contract.

35.0 REVIEW OF PROJECT SITE

The CONTRACTOR shall be responsible for reviewing the proposed project, and assuring a full understanding of the site and the surrounding area. No allowances will be made after bidding for conditions at the site, and the CONTRACTOR shall be responsible for furnishing all labor and materials necessary to carry out the provisions of the CONTRACT. All payment shall be based on using the CONTRACTORS listed cost for specific bid items. All items not specifically noted, but necessary to the PROJECT shall be considered incidental.

36.0 STAGING AREA

The CONTRACTOR shall be required to obtain permission to use the property adjacent to the project site as a staging area where screening and materials storage will occur. Written agreement(s) with the property owner(s) must be submitted

prior to taking occupancy of the site. The CONTRACTOR shall be responsible for obtaining all necessary permits pertaining to the use of the site.

37.0 REMOVAL OF EXISTING IMPROVEMENTS

The CONTRACTOR will be responsible for the removal and disposal of all existing improvements within the construction limits necessary to construct the PROJECT. This will include any existing asphalt pavement, curbs, sidewalks, driveways and any buried items within the wash right-of-ways that would interfere with the installation of the PROJECT such as: buried concrete pieces, buried asphalt pieces, concrete cutoff walls, slope paving, debris, etc.

The CONTRACTOR shall dispose of all materials in accordance with local, state and federal regulations. The CONTRACTOR shall be responsible for all costs associated with the disposal of excess or disposed of materials, including all tipping fees at landfills, transportation costs, etc.

38.0 SIDEWALK, DRIVEWAYS, CONCRETE SLAB REMOVAL AND REPLACEMENT

The PROJECT may require the removal and replacement of existing sidewalks, driveways and/or concrete slabs for the installation of the water services and appurtenances. When a section of concrete is removed, it shall be sawcut at an existing joint where a full panel shall be removed and replaced. Sidewalk, driveways and concrete slabs shall be replaced in accordance with Lake Havasu City standards for public works improvements and match pre-construction conditions. **No tunneling under sidewalks, driveways, curbs or other concrete slabs to install sewer lateral or water service pipe will be allowed. Tunneling shall be considered any method of construction that results in the curb, sidewalk and/or driveway being unsupported or freestanding and/or soil disturbance below the concrete structure's zone of influence. Punch through techniques shall not be considered unless a steel casing pipe is utilized and left in place. Directional drilling and jack and bore methods shall be acceptable forms of construction.**

39.0 VERTICAL CURB AND/OR CURB AND GUTTER REMOVAL AND REPLACEMENTS

The PROJECT may require the removal and replacement of existing vertical curb and/or curb and gutter for the installation of the water main or appurtenances. When a section of vertical curb and/or curb and gutter is removed it shall be sawcut at an existing joint where a full section of vertical curb and/or curb and gutter shall be removed and replaced. Vertical curb and/or curb and gutter shall be replaced in accordance with Lake Havasu City standards for public works improvements.

40.0 PAVEMENT REMOVAL AND REPLACEMENT

The construction of these improvements will require the removal and replacement of the roadway surfacing. The limits of pavement removal and replacement are indicated on the Contract Drawings. The street shall be resurfaced with a new asphaltic concrete as outlined in the sequence of construction contained herein.

41.0 EXCESS EXCAVATED MATERIAL

Excess excavated material (waste material) shall be disposed of at locations to be determined by the CONTRACTOR and approved by the City. All waste area sites shall be graded to drain and compacted in accordance with local codes and ordinances.

42.0 POTHOLE EXISTING UTILITIES

Prior to construction, the CONTRACTOR shall pothole all crossings of existing utilities to determine that the existing utility is not in conflict with the proposed improvements. If a conflict arises, the CONTRACTOR shall notify the ENGINEER and the ENGINEER will recommend a course of action. CONTRACTOR is required to pothole all water service lines to verify the pipe material type and elevation prior to removal of any concrete or other improvement that the CONTRACTOR would want compensation for if the existing line is copper.

43.0 WATER AND SEWER SEPARATION/PROTECTION

Identify potential areas where water and sewer separation/protection measures are likely to be encountered. It is the responsibility of the CONTRACTOR to assure that water and sewer lines are installed at the regulated separation or protection measures are utilized in accordance with the plans, Standard Details 6A, 6B, & 6C of Lake Havasu City's Sewer Design Standards and Specifications, and ADEQ's requirements (R18.5-503 of the Arizona Administrative Code).

46.0 EMPLOYEE CONDUCT

Employees of CONTRACTORS and their SUBCONTRACTORS should give extra care to protect our citizens from offensive language or any form of inappropriate dress or behavior. Employees are expected to conduct themselves in a professional manor at all times and will be polite and considerate in any and all personal interactions with citizens. Be advised that the OWNER'S Project Manager will swiftly investigate all complaints by citizens regarding any offensive conduct

The OWNER reserves the right without any assumption of liability to immediately demand removal of any person or persons from the job site that exhibits inappropriate behavior or dress unacceptable to the OWNER. Any person removed from the job site shall be prohibited from further involvement with the project in any way, shape or form.

47.0 NOISE, DUST AND OTHER IRRITANTS

Most reasonable people expect and will tolerate the temporary inconveniences of a public works construction project. To minimize noise impacts, the CONTRACTOR shall ensure all mufflers and other noise-attenuating devices are installed and functioning properly. Effective dust-control measures shall be used and all air and water hoses shall be leak-free to eliminate noise and property damage from unwanted runoff. All vehicles not essential to the work at hand must be parked out of the immediate neighborhood, preferably at approved staging areas off the street.

48.0 STREET RESTRICTION NOTICE

This CONTRACT includes temporary street closures or major impacts to normal traffic flows, the CONTRACTOR is required to submit a traffic control plan in accordance with Specification 2650 for the City's approval at least two weeks prior to the proposed activity.

The final press release will be prepared and distributed to the local media by the City Manager's Office. The draft press release shall be prepared using Microsoft Word and contain the following information:

- DATE for release to the public
- WHAT activity is going to occur
- WHO it will affect
- WHERE it will take place
- WHEN it will happen
- WHEN it will be over
- WHY it is necessary
- HOW citizens can avoid inconvenience
- WHO people can call for answers

The Engineering Division is here to assist the CONTRACTOR with any community relations problem or questions the CONTRACTOR may have regarding this project. Please contact Lake Havasu City Engineering Division, by calling 928-453-6660.

49.0 LOCAL REPRESENTATIVE

In the event the CONTRACTOR demobilizes his forces prior to final acceptance, the CONTRACTOR shall immediately provide the city with contact information for a local representative to provide emergency services until final acceptance is obtained and the provisions of the GUARANTEE are in effect. The local representative shall be capable of providing emergency services to repair or replace defective materials or

workmanship arising from the CONTRACTOR'S work 24 hours per day, 7 days a week. The CONTRACTOR shall provide the OWNER with the following information regarding his selected representative:

- Name of Representative
- Local Address of Representative
- Local Phone Number of Representative
- Name of Contact

In the event of failure to comply with the above mentioned conditions, the OWNER may, at his own discretion, proceed to provide emergency services for any event arising from a defect in workmanship or materials. The cost of said services shall be the responsibility of the CONTRACTOR and may be deducted by the OWNER from any monies due the CONTRACTOR.

50.0 MODIFICATIONS TO STANDARD TECHNICAL SPECIFICATIONS

FOR ALL STANDARD TECHNICAL SPECIFICATIONS:

PART 4 – MEASUREMENT AND PAYMENT – REPLACE with the following:

PART 4 – MEASUREMENT AND PAYMENT

4.1 Measurement and Payment

See Section 01210.

SPECIFICATION 01320 – PROJECT MEETINGS, SCHEDULES, AND REPORTS

1.1.C – Schedules and Reports – The following shall be **ADDED**:

7. Quality Control Testing Plan and Reports.
8. Health and Safety Plan.

1.3.D.1.a – Construction Progress Reports – The following shall be **ADDED**:

- (5) CONTRACTOR quality control testing update.
- (6) Health and safety update.
- (7) Traffic control update.

1.3.D.4 – Construction Progress Reports – **REPLACE** with the following:

- "4.** The Contractor shall submit a revised schedule for review within 5 calendar days:
- a.** When delay in completion of any activity or group of activities indicates, at no fault of Owner, an overrun of the Contract time or milestone dates.
 - b.** When delays in submittals, deliveries, or work stoppages are encountered making necessary the re-planning or rescheduling of activities.
 - c.** When the schedule does not represent the actual progress of activities.
 - d.** When any change to the sequence of activities, the completion date for major portions of the work, or when changes occur which affect the critical path.
 - e.** The updated schedule shall not use a "hammock" activity(s).
 - f.** When Contract modification necessitates schedule revision, submit schedule analysis of change order work with cost proposal.
 - g.** With any notification to Owner regarding extra work whether there is a delay or not associated with the extra work or if a delay of any nature or cause occurs to the work.

Failure to provide a revised construction schedule within 5 calendar days of the date of claim notification of an event to the Owner will result in rejection of any future claim connected with or caused by the event."

1.3.D – Construction Progress Reports – ADD the following:

- "5.** If the schedule is to be revised as described in 1.3.D.4:
- a.** The Schedule shall consider the following for making up lost time.
 - (1)** Increase number of workers, or
 - (2)** Increase amount or kinds of tools, or
 - (3)** Work overtime or additional shifts, or
 - (4)** A combination of 2 or more of the above 3 actions.
 - b.** The Contractor shall submit plan for review to Owner and Engineer prior to implementing the Plan.
 - c.** The Contractor shall take actions necessary to get the Work back on schedule at no additional cost to Owner"

1.3 – Schedules and Reports – The following shall be ADDED:

G. Quality Control Testing Plan and Reports

1. A Quality Control Testing Plan shall be developed by the CONTRACTOR and submitted to the ENGINEER no later than the Preconstruction Conference. The Plan will include the following items:
 - a. Qualifications of the proposed laboratory including laboratory accreditations and certifications for technicians proposed for the work.
 - b. Test Frequency Table (one table for each specification section requiring CONTRACTOR quality control) establishing the proposed number of tests. The Table shall include columns for:
 - (1) Material Tested
 - (2) Sampling and Testing Points
 - (3) Test Method
 - (4) Minimum Sampling Frequency
 - (5) Estimated Quantity of Materials
 - (6) Number of Tests Required
 - (7) The Table shall also include columns for number of tests complete and % of tests complete. These last two columns are for use in periodic reporting of QC testing to the ENGINEER.
2. The CONTRACTOR shall submit reports of Quality Control Testing to the ENGINEER at each Coordination Meeting. The report shall include all Quality Control test reports for testing completed during the prior week, and shall include updated Test Summary Tables. The Tables shall include updated values for cumulative number of tests completed and % of required number of tests completed. One Table shall be submitted for each specification item requiring CONTRACTOR quality control testing, and it shall be updated through the end of the prior week.

SPECIFICATION 01325 – CONSTRUCTION PHOTOGRAPHS

Section 3.1 Route Photographs REVISE to read:

“Project Site Photographs”

3.1.A, – **REPLACE** in its entirety with the following:

- A.** The CONTRACTOR shall be responsible for photographing the entire project site to show the existing and general condition of the site prior to construction. Each photograph must be time stamped with the date of the photograph. In addition, the CONTRACTOR shall take photographs before, during, and after each of the following phases of construction:
1. Site clearing
 2. Removals
 3. Excavations
 4. Installation
 5. Final completion

3.1.C, **REPLACE** in its entirety with the following:

- C.** The principal reason for obtaining photographs is to document the existing condition of items not scheduled for replacement or items to be removed and replaced in kind such as wash locations, etc., as may be necessary for the completion of the WORK. The photographs may, in some degree, preclude the possibility of post construction litigation between CONTRACTOR, adjacent property owners, and the OWNER.

SPECIFICATION 1330 – SUBMITTALS

1.3.B, **ADD** the following subparagraph:

6. Contactor shall provide submittals for work plan for existing system shutdown and connections no later than 30 days after Notice to Proceed.

SPECIFICATION 01580 – PROJECT IDENTIFICATION AND SIGNS

3.1.A.1, **REPLACE** in its entirety with the following:

1. CONTRACTOR shall obtain OWNER’s approval for the location of the CONTRACTOR’s identification sign. The sign shall be installed in an appropriate location so as not to obstruct traffic, pedestrians, or construction operations.

SPECIFICATION 01780 – CONTRACT CLOSEOUT

1.1.C, **ADD** the following subparagraph:

3. Field Tests of EquipmentSection 01660

1.2.A, **ADD** the following subparagraphs:

- 10. Submit consent of Guarantee of Materials and Workmanship from CONTRACTOR.
- 11. Submit final testing logs to OWNER.

SPECIFICATION 02200 – EARTHWORK

1.2.A, **REPLACE** in its entirety with the following:

- A. **REFERENCE Test Standards and Specifications** (current at time of bid)

ASTM D698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³)

ASTM D1556, Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method

ASTM D6938, Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Rock Correction Procedure for Maximum Density Determination, ARIZ 227

1.2.B.2, **REPLACE** D6938-08a with D6938.

1.3.A – **ADD** the following to the end of the paragraph:

Compaction test reports shall be submitted to the ENGINEER within two (2) business days of completion of a given test.

SPECIFICATION 02254 – SHEETING AND SHORED EXCAVATIONS

3.5 – Trench Excavation – ADD the following section:

- C. Sheet piling used for shoring shall extend at least 2 feet below the bottom of the trench. After completion of the pipe, it may be removed by cutting at least 12 inches above the top of the pipe. No vibratory methods for pile removal will be accepted, and piling lower than 12 inches above the top of the pipe shall be left in place.

SPECIFICATION 02300 – TRENCH EXCAVATION AND BACKFILL

1.1.B, **REPLACE** in its entirety with the following:

A. Related Work Specified Elsewhere

Earthwork	Section 02200
Ductile Iron Pipe	Section 02648
Cement-Motor Lined and Coated Steel Pipe and Fittings	Section 02651
General Piping Systems and Appurtenances	Section 15000
Valves and Appurtenances	Section 15020

1.2.A, **REPLACE** in its entirety with the following:

A. Reference Test Standards and Specifications (current at time of bid)

ASTM C94, Standard Specification for Ready Mix Concrete

ASTM C117, Standard Test Method for Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing

ASTM C131, Standard Test Method for Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

ASTM C136, Standard Method for Sieve Analysis of Fine and Coarse Aggregate

ASTM D698, Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method

ASTM D1556, Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method

ASTM D6938, Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

ASTM D4215, Standard Specification for Cold Mixed, Cold Laid Bituminous Paving Mixtures

ASTM D4318, Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

1.2.B.1, Frequency of Testing, **ADD** the following paragraph:

- c. The ENGINEER at the discretion of the OWNER may perform quality assurance testing for compaction, gradation and plasticity index of bedding sand and select backfill. If any test results show non-compliance with the project specifications, the non-complying materials shall be removed and replaced or reworked by the CONTRACTOR. The CONTRACTOR shall

perform additional tests at his cost to verify an acceptable condition prior to acceptance by the ENGINEER.

1.2.B, Frequency of Testing, **ADD** the following paragraph:

3. Sieve Analysis of Aggregate, ASTM C136

- a. CONTRACTOR shall perform one test per 1,000 cy of Bedding Sand Material incorporated into the WORK.
- b. CONTRACTOR shall perform one test per 5,000 cy of Select Backfill Material incorporated into the WORK.

4. Plasticity Index of Soils, ASTM D4318

- a. CONTRACTOR shall perform one test per 1,000 cy of Bedding Sand material incorporated into the WORK.
- b. CONTRACTOR shall perform one test per 5,000 cy of Select Backfill material incorporated into the WORK.

1.3.A.2, **ADD** the following to the end of the paragraph:

Compaction test reports shall be submitted to the ENGINEER within two (2) business days of completion of each test.

1.3.D, Dewatering, **REPLACE** in its entirety with the following:

Provide plans, details and calculations by a professional Engineer registered in the State of Arizona if dewatering is required.

2.1. B.1, Bedding Sand, **REPLACE** the first sentence with the following:

Bedding sand shall consist of non-plastic sandy material conforming to the following requirements:

Sand Equivalent (SE), 30 Minimum
PH 6.5 – 8.5
Resistivity 2,000 – 50,000 ohm-cm
Sulfate (optional) 1500 PPM or less

2.1.D – Granular Backfill – REPLACED the gradation table with the following:

Sieve Size	Percent by Weight Passing
¾ inch	100
No. 4	40-85

No. 8	30-75
No. 40	10-50
No. 100	5-20
No. 200	3-12

3.4.E.2, Water Jetting, **REPLACE** in its entirety with the following:

Water jetting shall not be used.

3.4.F.1, Compaction Methods, **REPLACE** the first sentence with the following:

Construction shall be accomplished by mechanical methods.

3.4.F.3, Water Jetting, **REPLACE** in its entirety with the following:

Water jetting shall not be used.

3.4.F.4, Compaction Densities, **ADD** the following to the table:

PERCENT RELATIVE COMPACTION MINIMUM DENSITY REQUIRED				
Backfill Type	Location	From Subgrade Surface To 2' Below Surface	From 2' Below Surface To 1' Above Top of Pipe	From 1' Above Top of Pipe To Bottom of Trench
IV	Outside of Right-of-Way and not below any curb, gutter sidewalk or other structures.	90% in all cases		

SPECIFICATION 02321 – EXCAVATION, FILLING, AND BACKFILLING FOR STRUCTURES

1.2, Quality Assurance, **REPLACE** in its entirety with the following:

A. Quality Assurance shall be as specified in Section 02300, Part 1.

1.3, Submittals, **ADD** the following subparagraph:

C. Comply with all requirements of sub-section 1.3, Submittals, of Section 02300.

2.1, Fill and Backfill Material, **REPLACE** in its entirety with the following:

- A. Fill and backfill material shall be as specified in Section 02300, Part 2.

SPECIFICATION 02550 – WATER PIPING SYSTEMS

2.0.2 – PVC Pressure Pipe, 14 Inches Through 36 Inches, **REPLACE** the following from the 1ST sentence:

“Class 305 DR-14”

With the following:

“Class 235 DR-18”

2.1 – Fittings: Section shall be **REPLACED** with the following:

1. Water main fittings: Fitting types applicable to this specification consist of bends, crosses, tees, reducers/increasers, plugs, caps, couplings, and sleeves.

Fittings used for all pipe shall be ductile iron with 350-psi pressure rating and rubber gasket joints meeting all applicable requirements of the latest edition of AWWA C110 and C111. No PVC fittings shall be used. All internal and external ferrous surfaces shall be cement-lined and tar coated in accordance with AWWA C104. Unless specified otherwise on the plans or Detailed Specifications a restrained mechanical joint shall be used.

2. Couplings: Straight and transition couplings shall be as Manufactured by Ford, Romac Industries, Inc., or equal and shall have ductile iron center rings and end rings meeting ASTM A536-80, Grade 65-45-12. Gaskets shall be SBR compounded for water service. Couplings for 12-inch and larger shall be a minimum of 12 inches in length.
3. Tapping Sleeves: Tapping sleeves shall be ductile iron or stainless steel, flanged branch end, with test plugs for pressure testing. The sleeve shall be approved for use at pressures equaling or exceeding those of the pipe classification being installed. Ductile iron tapping sleeves shall be mechanical joint with totally confined end gaskets. Stainless steel tapping sleeves shall have a 304 stainless steel shell with SBR gaskets compounded for water service, a stainless steel flange, and shall have 304 stainless steel nuts, bolts, and washers.

2.2 Valves, **REPLACE** the fourth paragraph in its entirety with the following:

“Bolts and nuts shall be Cor-Blue or Series 300 stainless steel, or approved equal.”

2.5.1 – Service Connection

- a. **REPLACE** the following from the 2nd sentence:
"202B"

With the following:
"202BS"

2.5.2 – Service Connection

- a. **REPLACE** the following from the 2nd sentence:
"202B"

With the following:
"202BS"

REPLACE the last sentence with the following:
"Copper tubing shall be used for 1½-inch services and polyethylene tubing shall be used for 2-inch services, and are described in the previous section "Water Service Pipe."

- 2.7.1 Joint Restraining Devices at fittings, **REPLACE** the following from the 2nd paragraph:
"All bolts, rods, etc., shall be COR-Blue, epoxy coated, stainless steel, or fluoropolymer coated per EBBA Iron, Inc. and the Ford Meter Box Co., Inc. specifications."

With the following:
"All bolts, rods, etc., shall be COR-Blue, stainless steel, or fluoropolymer coated per EBBA Iron, Inc. and the Ford Meter Box Co., Inc. specifications."

2.7.1.a – **DELETE** in its entirety.

2.7.1.c – **DELETE** in its entirety.

2.7.1.e – **DELETE** in its entirety.

- 2.7.2 Joint Restraining Devices at pipe bells, **REPLACE** the following from the 2nd paragraph:
"All bolts, rods, etc., shall be COR-Blue, epoxy coated, stainless steel, or fluoropolymer coated per EBBA Iron, Inc. and the Ford Meter Box Co., Inc. specifications."

With the following:
"All bolts, rods, etc., shall be COR-Blue, stainless steel, or fluoropolymer coated per EBBA Iron, Inc. and the Ford Meter Box Co., Inc. specifications."

- 2.9 Combination Air Release Valves, **REPLACE** the following from the 3rd paragraph:
"APCO 143C and 145C, Crispin or equal"

With the following:

"A.R.I D-040, APCO 143C and 145C, Crispin or equal"

3.6.8 Disposal of Chlorinated Water: Section shall be **REPLACED** with the following:

"The Contractor shall neutralize the chemical properties of the chlorinated water to a chlorine residual less than 4 parts per million (ppm) prior to release. This may be accomplished by physical or chemical means, however, the Contractor shall submit dechlorination method for approval of to Owner prior to application and/or use. The Contractor is to record chlorine residuals to document compliance. In the event the chlorine residual is recorded out of compliance, the Contractor shall not discharge chlorinated waters. The Contractor will be responsible for any damage to fish and/or aquatic life cause by the chlorine residual. If chlorine reaches or is detected in a stream, river, or other waterway the Contractor will be in violation for that discharge. For more information contact ADEQ at (602) 771-2300."

3.7 Pressure and Leakage Test, **DELETE** in its entirety.

SPECIFICATION 03100 – CONCRETE FORMWORK

1.3 – Submittals – ADD the following section:

- A.** The CONTRACTOR shall, in accordance with the requirements in Section 01330, Submittals, submit detailed plans of any falsework proposed to be used. Such plans shall be of sufficient detail to indicate the general layout, sizes of members, anticipated stresses, grade of materials to be used in the falsework, and typical soil conditions. All Shoring, bracing and falsework shall be designed and certified by an Arizona State registered Civil Engineer or responsible person as required by the Arizona Administrative Code.

2.1 – Materials for Facing – **REPLACE** in its entirety with the following:

2.1 FORM AND FALSEWORK MATERIALS

- A.** Materials for concrete forms, formwork, and falsework shall conform to the following requirements:
 - 1.** Lumber shall be Douglas Fir or Southern Pine, construction grade, in conformance with U.S. Product Standard PS20.
 - 2.** Plywood for concrete formwork shall be new, waterproof, synthetic resin bonded, exterior type Douglas Fir or Southern Pine plywood manufactured especially for concrete framework and shall conform to the requirements of PS 1 for Concrete Forms, Class I, and shall be edge sealed.

3. Form materials shall be metal, wood, plywood, or other approved material that will not adversely affect the concrete and will facilitate placement of concrete to the shape, form, line, and grade indicated. Metal forms shall be an approved type that will accomplish such results. Wood forms for surfaces to be painted shall be Medium Density Overlaid plywood, MDO Exterior Grade.
 4. Form liners for textured concrete finish shall be extruded ABS plastic as indicated on the Drawings and as manufactured by Fitzgerald, Symons, Greenstreak, or equal.
- B.** Unless otherwise shown, exterior corners in concrete members shall be provided with 3/4-inch chamfers. Re-entrant corners in concrete members shall not have fillets unless otherwise shown.
- C.** Forms and falsework to support floor slabs shall be designed by the CONTRACTOR for a minimum dead load plus a live load of 50 psf, plus any and all such additional loadings as may occur.

Part 3. Execution, **ADD** the following subsection:

3.4 Reuse of Forms

- A.** Forms may be reused only if in good condition and only if acceptable to the ENGINEER. Light sanding between uses will be required wherever necessary to obtain uniform surface texture on all exposed concrete surfaces. Exposed concrete surfaces are defined as surfaces which are permanently exposed to view. In the case of forms for the inside wall surfaces of hydraulic/water retaining structures, unused tie rod holes in forms shall be covered with metal caps or shall be filled by other methods acceptable to the ENGINEER.

SPECIFICATION 3300 – CONCRETE STRUCTURES

1.2.A.2, American Society for Testing and Materials (ASTM), **ADD** the following Standard:

ASTM C157, Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete

RE-NUMBER sub-paragraphs starting with 1.2.A.2, Concrete Plant Mixer Standards of the Plant Miser Manufactures Division Concrete Plant Manufacturers Bureau, through 1.2.A.7, National Read-Mix Concrete Association, "Truck Mixer, and Agitator Standards of the Truck Mixer Manufacturers Bureau, to read 1.2.A.3 through 1.2.A.8.

1.2.B.2, **REPLACE** in its entirety with the following:

The Laboratory will sample, cure and test concrete in accordance with ASTM C31, C157 (modified), C192 and C39. Six cylinders shall be tested for compression; three cylinders at 7 days of age and three at 28 days of age. Six specimens shall be tested for shrinkage as described in sub-paragraph 2.1.C.6, Shrinkage.

1.3, Submittals, **ADD** the following subparagraph:

G. Certified Delivery Tickets as specified in subsection 2.7.F.5.e.

2.1.A.1, **ADD** the following sentence:

Portland cement shall be from the same manufacturer throughout the project.

2.1.A.5.c, Other Admixtures, **ADD** the following subparagraph:

(2) Shrinkage Reducing Admixtures: Conform to manufacturer's recommendations for use.

2.1.C, Concrete Qualities Required, **ADD** the following subparagraph:

6. Shrinkage: 0.042% maximum at 28 days when tested in accordance with ASTM C157 (modified).

2.1.D.2.a.(1), **REVISE** the 3rd sentence to read:

"Each point on the curve shall represent the average of at least three cylinders tested at 7 days and at 28 days".

2.1.D.2.a, Laboratory Trial Batch, **ADD** the following subparagraph:

(3) Laboratory trial batches shall be used to determine the drying shrinkage performance of the concrete mix. If a shrinkage reducing admixture is to be used, reference concrete containing no admixture must be included in the test matrix. Shrinkage tests shall be performed in accordance with ASTM C157 as modified and described in Technical Bulletin TB-1000 prepared by W.R. Grace & Co.-Conn.

The maximum concrete shrinkage for specimens cast in the field shall not exceed the trial batch maximum shrinkage by more than 25 percent. If the required shrinkage limitation is not met during construction, the CONTRACTOR shall be required to take any or all of the following actions, at no additional cost to the OWNER, for securing the specified shrinkage requirements. These actions may include changing the source of

aggregates, cement and/or admixtures; reducing water content; washing of aggregate to reduce fines; increasing the number of construction joints; modifying the curing requirements; or other actions designed to mainimize shrinkage or the effects of shrinkage.

2.1.D.2a.(3)(d), **ADD** the following subparagraph:

- 4.** Shrinkage, length change data table and length change vs time cures.

2.1.F.5.e, **ADD** the following subparagraph:

- (8)** Each ticket shall verify that the cement, sand and aggregate in the load are from the same source used in the mix design. Each ticket shall show the public weighmaster's signature, and the total quantities, by weight of cement, sand, each class aggregate, admixtures, and the amount of water in the aggregate, the amount added at the plant, and the maximum amount that may be added at the site for the specific design mix.

2.2.B.1, **REPLACE** its entirety with the following:

- 1.** Required for setting handrail posts, for setting equipment recommended by the manufacturer to be set with non-shrinking grout, for repairing all holes and defects in concrete members which are not water bearing and not in contact with soil or other fill material.

2.2.B.2, **ADD** the following sentence:

Grout shall have a minimum 28-day compressive strength of 5,000 psi.

2.2, Grout, **ADD** the following subsections:

D. Topping Grout and Concrete Fill

- 1.** Topping grout and concrete fill shall contain a minimum of 564 pound of cement per cubic yard with a maximum water cement ration of 0.45.
- 2.** The minimum 28-day compressive strenght of topping grout shall be 4,000 psi.
- 3.** The slump for topping grout and concrete fill shall be adjusted to match placement and fishing conditions but shall not exceed 4– inches.

E. Epoxy Grout

1. Epoxy grout shall be a pourable, non-shrink, 100 percent solids system. The epoxy grout system shall have three components: resin, hardener, and specially blended aggregate, all premeasured and prepackaged. The resin component shall not contain any non-reactive diluents. Resins containing butyl glycidyl ether (BGE) or other highly volatile and hazardous reactive diluents are not acceptable. Variation of component ratios is not permitted unless specifically recommended by the manufacturer. Manufacturer's instructions shall be printed on each container in which the materials are packaged.
2. The chemical formulation of the epoxy grout shall be that recommended by the manufacturer for the particular application.
3. The mixed epoxy ghrout system shall have a minimum working life of 45 minutes at 75 °F.
4. The epoxy grout shall develop a compressive strength of 5000 psi in 24 hours and 10,000 psi in seven days when tested in accordance with ASTM C 579 Method B. There shall be no shrinkage (0.0 percent) and a maximum 4.0 percent expansion when tested in accordance with ASTM C 827.
5. The epoxy grout shall exhibit a minimum effective bearing area of 95 percent. This shall be determined by a test consisting of filling a 2-in diameter by 4-inch high metal cylinder mold covered with a glass plate coated with a release agent. A weight shall be placed on the glass plate. At 24 hours after casting, the weight and plate shall be removed and the area in plan of all voids measured. The surface of the grout shall be probed with a sharp instrument to locate all voids.
6. The peak exotherm of a 2-inch diameter by 4-inch high cylinder shall not exceed 95 degrees F when tested with 75 °F material at laboratory temperature. The epoxy grout shall exhibit a maximum thermal coefficient of 30×10^{-6} inches/inch/°F when tested according to ASTM C 531 or ASTM D 696.
7. Application. Epoxy grout shall be used to embed all anchor bots and reinforcing steel required to be set in grout, and for all other applications required in the CONTRACT DOCUMENTS.

2.5.A, **ADD** the following sentence:

The curing compound shall contain a fugitive dye so that the areas of application will be readily distinguishable. Curing compound shall be non-

toxic to potable water.

3.1.B, Installation of Embedded Items, **ADD** the following subsection:

5. Concrete shall not be placed without prior ENGINEER'S approval of the placement of all items to be embedded.

3.4.A.4, **REPLACE** in its entirety with the following:

4. Using polyethylene sheets applied in full contact with surfaces for a minimum of 14 days. The sheets shall be left in place during the 14-day curing period and shall not be removed until after concrete for adjacent work has been placed. Should the sheets become torn or otherwise ineffective, the CONTRACTOR shall replace damaged sections. During the first 3 days of the curing period, no traffic of any nature and no depositing, temporary or otherwise, of any materials shall be permitted on the sheets. During the remainder of the curing period, foot traffic and temporary depositing of materials that impose light pressure will be permitted only on top of plywood sheets 5/8-inch minimum thickness, laid over the sheets.

3.8.B, Equipment Bases, **REPLACE** in its entirety with the following:

B. Equipment Bases

1. For base plates, the original concrete shall be blocked out or finished off a sufficient distance below the plate to provide for a one-inch thickness of grout or a thickness as shown in the CONTRACT DOCUMENTS. After the base plate has been set in position at the proper elevation by steel wedges or double nuts on the anchor bolts, the space between the bottom of the plate and the original pour of concrete shall be filled with the non-shrink type grout. The mixture shall be tamped or rodded solidly into the space between the plate and the original concrete. A backing board or stoop shall be provided at the backside of the space against which the grout can be place.
2. The minimum thickness of grout topping shall be one-inch. Where the finished surface of concrete fill is to form an intersecting angle of less than 45 degrees with the concrete surface it is to be placed against, a key shall be formed in the concrete surface at the intersection point. The key shall be a minimum of 3 ½-inches wide by 1 ½-inches deep.
3. The base slab shall be thoroughly cleaned and wetted prior to placing topping and fill. No topping concrete shall be placed until the slab is completely free from standing pools or ponds of water. A thin coat of neat Type II cement grout shall be broomed into the surface of the

slab just before topping or fill placement. The topping and fill shall be brought to established grade compacted by rolling or tamping, and floated. Grouted fill for tank and basin bottom shall be screened by the revolving mechanism of the equipment in accordance with the procedures outlined by the equipment manufacturer after the grout is brought to the established grade.

4. The surfaces shall be tested with a straight edge to detect high and low spots which shall be immediately eliminated. When the topping and fill has hardened sufficiently, it shall be steel troweled to a smooth surface free from pinholes and other imperfections. An approved type of mechanical trowel may be used as an assist in this operation, but the last pass over the surface shall be by hand troweling. During finishing, no water, dry cement or mixture of dry cement and sand shall be applied to the surface.

3.8, Miscellaneous Concrete Items, **ADD** the following subsections:

C. Topping Grout

1. All mechanical, electrical, and finish work shall be completed prior to placement of topping or concrete fill. The base slab shall be given a roughened textured surface by sandblasting or hydroblasting exposing the aggregates to ensure bonding to the base slab.
2. Unless otherwise shown in the DRAWINGS, the minimum thickness of grout topping and concrete fill shall be one inch. Where the finished surface of concrete fill is to form an intersecting angle of less than 45° with the concrete surface it is to be placed against, a key shall be formed in the concrete surface at the intersection point. The key shall be a minimum of 3 -1/2-inches wide by 1 -1/2-inches deep.
3. The base slab shall be thoroughly cleaned and wetted prior to placing topping and fill. No topping concrete shall be placed until the slab is completely free from standing pools or ponds of water. A thin coat of neat Type II cement grout shall be broomed into the surface of the slab just before topping or fill placement. The topping and fill shall be compacted by rolling or tamping, brought to establish grade, and floated. Grouted fill for tank and basin bottoms where scraping mechanisms are to be installed shall be screeded by blades attached to the revolving mechanism of the equipment in accordance with the procedures outlined by the equipment manufacturer after the grout is brought to the established grade.
4. Topping grout placed on sloping slabs shall proceed uniformly from

the bottom of the slab to the top, for the full width of the placement.

5. The surface shall be tested with a straight edge to detect high and low spots which shall be immediately eliminated. When the topping and fill has hardened sufficiently, it shall be steel troweled to a smooth surface free from pinholes and other imperfections. An approved type of mechanical trowel may be used as an assist in this operation, but the last pass over the surface shall be by hand-troweling. During finishing, no water, dry cement or mixture of dry cement and sand shall be applied to the surface.

D. Rapid Set Concrete

1. Use rapid set concrete for the construction of thrust blocks where indicated on the plan. Rapid set concrete shall provide fast sets and high strength an hour. Use 520 Lb of rapid set cement per cubic yard of mix and combine with the sand and aggregate as specified. Rapid set cement shall be as manufactured by CTS Cement Manufacturing Company or equal.

SPECIFICATION 09900 – PROTECTIVE COATINGS

1.3.B. – Submittals – **ADD** the following sections:

6. The applicator's certificate shall list the dates and locations that the coating work was completed for the various surfaces coated, and shall also list the dry film thickness obtained for each coat. The CONTRACTOR shall submit said paint applicator's certificates to the ENGINEER within 10 days after completion of each paint system.
7. Compliance With VOC Regulations. The paint manufacturer shall submit to the ENGINEER certification that all coatings used on the job comply with local air pollution regulations limiting the amount of volatile organic compounds (VOC) contained in industrial coatings.

1.4. – Delivery, Storage, and Handling – **ADD** the following section:

C. Health and Safety.

1. General. In accordance with requirements of OSHA Safety and Health Standards for Construction (29CFR1926) and the applicable requirements of regulatory agencies having jurisdiction, as well as manufacturer's printed instructions, appropriate technical bulletins, manuals, and material safety data sheets, the CONTRACTOR shall provide and require use of personnel protective and safety equipment

for persons working in or about the project site.

2. Illumination. Adequate illumination shall be provided while work is in progress. Whenever required by the ENGINEER, the CONTRACTOR shall provide additional illumination to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the ENGINEER.

**** END OF SECTION 00800 ****

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SUPPLEMENTAL TECHNICAL SPECIFICATIONS

SECTION 01110
SUMMARY OF WORK

PART 1 - GENERAL

1.1 Summary

- A. This Section summarizes the Work covered in detail in the complete CONTRACT DOCUMENTS.
- B. **OWNER:** Lake Havasu City is contracting for Work described in the CONTRACT DOCUMENTS.

Contract Identification: **2015/16 Water Main Replacements (Project No. WT3080)**

Work Site Location: All pipelines are located within Lake Havasu City, Arizona. The various water main replacement locations are on Clarke Court, El Camino Drive, Fiesta Drive, Fiesta Way, Talisman Drive, Seabring Court, Palmer Drive, Park Lane, Tecumseh Drive, Fountain Palm Drive, Kiowa Way, Glengarry Drive and Place, Patio Simpatico, Bamboo Court, and Daytona Avenue and Loop.

- C. The CONTRACT DOCUMENTS were prepared by Slater Hanifan Group, under the direction of Atkins North America, Inc. 2270 Corporate Circle, Suite 200, Henderson, NV 89074

1.2 Project Description

A. Description of Work

This project consists of the installation of approximately 8,485 linear feet of 6-inch waterline and 4,820 linear feet of 8-inch waterline within thirteen (13) select areas identified within the Lake Havasu City Water Master Plan Update. These small diameter pipes were identified for purposes of ultimate build out as well as due to high pressures and multiple breaks within the past few years. The work includes, but is not limited to, pipeline construction, concrete and pavement removal and replacement, water service improvements, and fire hydrant removal and replacement.

B. Work Covered by CONTRACT DOCUMENTS

The WORK includes all construction activities associated with the construction of the waterlines including all connections, and coordinating with the OWNER and other utility providers for shutdowns, system connections, and complete restoration of all areas disturbed by the construction operations.

C. Drawings and Specifications

All work shall be performed in accordance with the CONTRACT DRAWINGS, Special Provisions, Standard Technical SPECIFICATIONS for Public Works Construction as furnished by the OWNER, Supplemental Technical SPECIFICATIONS and all referenced Standards. All referenced SPECIFICATIONS shall be editions current at the time of contract bid. It is the CONTRACTOR's responsibility to thoroughly review and adhere to the CONTRACT DRAWINGS , Technical SPECIFICATIONS, and all referenced Standards, test methods, and procedures.

1.3 Contractor's Use of Right-of-Way

A. Limited Use

1. CONTRACTOR shall restrict the construction operations within the street right-of-way. Unauthorized use of washes, City Parcels, and other Private Property may result in a fine per Section 00800, Section 30.
2. CONTRACTOR shall conduct all operations in such a manner to ensure the least inconvenience to OWNER, adjacent residents, and the general public.
3. The CONTRACTOR shall cooperate and coordinate with the OWNER to facilitate the OWNER'S operations and to minimize interference with the CONTRACTOR'S operations at the same time.

1.4 General Requirements

- A. Continuous Operation.** The Work shall be conducted in a manner that maintains continuous operation of all water zone systems until the new pipelines are installed and tested. Short shutdowns will be allowed to make connections, as approved and accepted by the OWNER.

- B. Work Area and Access.** The general sequence of construction will be determined by the CONTRACTOR and submitted to the OWNER for approval.

CONTRACTOR shall not restrict access to any residential property for the duration of the contract. If restricted access is absolutely necessary, the CONTRACTOR shall give the homeowner a minimum of 24 hours' notice. Access shall not be restricted for more than an 8-hour period over any 24-hour day.

Prior to any construction activity in any area, the CONTRACTOR shall take digital photographs in sufficient detail to record the existing condition along the pipeline route. The CONTRACTOR shall provide two copies of the photographs on a compact disk, according to Section 01325, to the ENGINEER for review and approval prior to commencing work in that area.

- C. Continuous Service of Existing Facilities:** The CONTRACTOR shall exercise caution and schedule water shutdown operations to ensure disruptions to existing residents are limited to one work day, and shall not occur after business hours.

No more than 10,000 lineal feet of trenching excavation shall be excavated as a result of construction activities at any one time. At no time shall any portion of a roadway be left unpaved for longer than 60 days.

1.5 Contract Documents

- A.** After execution of Agreement, CONTRACTOR will be furnished at no cost, digital files of plans and specifications.

PART 2 - PRODUCTS - Not Applicable.

PART 3 - EXECUTION

- A.** Due to operational constraints, the shut down time to make connections to the existing system is limited. See Specification 01510 for additional requirements.
- B.** The OWNER will shut off existing piping for the CONTRACTOR prior to work on connections to existing system. The OWNER does not guarantee the shut-off valves to provide completely dry pipe. The CONTRACTOR shall provide all necessary equipment and material

to remove and dispose of chlorinated water from the existing piping, and plug the existing pipe, if necessary. Contractor shall obtain any necessary permits to dispose of chlorinated water.

- C. Shutdown of the pipeline will be performed at the request of the CONTRACTOR, but at the discretion of the OWNER.
- D. At least fourteen (14) days prior to proceeding with the connections, the CONTRACTOR shall make a written request to schedule the shutdown by the OWNER. The request shall include a detailed plan and time schedule. The shutdown schedule shall be coordinated with the OWNER.
- E. The OWNER may refuse to shut down the existing piping on the day requested by the CONTRACTOR due to operational circumstances or other reasonable concerns by the OWNER. No request will be denied for arbitrary reasons.
- F. The OWNER will, at all times, make the decision of the appropriateness and readiness for shutdowns. The OWNER's Representative may cancel the shutdown, up to the last minute at no additional cost to the OWNER if:
 - 1. The CONTRACTOR is not ready at the designated time with all required labor, materials, and equipment to perform the work.
 - 2. In the opinion of the OWNER's Representative, the weather will severely impact the length of the shutdown, quality of the finished work product or ability of the CONTRACTOR to perform the work.
 - 3. OWNER's operation personnel have determined that the shutdown is not timely due to operational circumstances or due to unforeseen circumstances.

PART 4 – MEASUREMENT & PAYMENT - Not Applicable.

**** END OF SECTION 01110 ****

SECTION 01210
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 Description

The outline of measurement and payment in this section is intended to provide a general guideline to the CONTRACTOR in preparing bids and submitting pay requests. Listing of work included in each bid item is not intended to include all work, but is to provide general guidance to the CONTRACTOR for allocating costs. All work will be paid for on a unit price basis with payment made for the quantity of each item completed.

All materials required for construction shall be furnished by the CONTRACTOR unless specifically stated. Items not specifically measured and paid for shall be considered as subsidiary items required to complete the installation in accordance with the intent of the contract documents. The CONTRACTOR shall include in the unit price bid items, all costs associated with subsidiary items not being measured for payment.

1.2 Authority

Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section governs.

Take all measurements and compute quantities. The ENGINEER will verify measurements and quantities.

1.3 Unit Quantities

Quantities indicated in the Bid Form are for bidding and contract purpose only. Quantities and measurements supplied or placed in the Work and verified by the ENGINEER shall determine payment.

If the actual Work requires more or fewer quantities than indicated, provide the required quantities at the unit prices contracted.

PART 2 – PRODUCTS – Not Used

PART 3 – CONSTRUCTION – Not Used

PART 4 - METHODS OF MEASUREMENT

4.1 General

All items that are included in the bid for measurement and payment are included herein. All other items of work shall be considered subsidiary to construction and will not be measured for payment.

4.2 Measurement and Payment

1. Mobilization/Demobilization, Bonds, and Insurance

The quantity of "Mobilization/Demobilization, Bonds, and Insurance" measured for payment shall be lump sum.

The CONTRACT lump sum bid price for "Mobilization/Demobilization, Bonds, and Insurance" shall be full compensation for furnishing all materials, labor, equipment and tools for all required bonds, insurance, mobilization of staff and equipment, construction surveying and staking, environmental control measures and documentation, and any other costs associated with complying with the contract administrative requirements and commencing WORK at the project site. This item also includes all work and materials necessary to complete the work and to demobilize and perform project closeout as described in the PLANS and SPECIFICATIONS. **Payment for this item shall not be requested until at least thirty days from the notice to proceed has elapsed.**

Payment for this item shall be made in accordance with Table A.

TABLE A

Payment for Mobilization on First Partial Payment	Not to exceed 2.5% of the Lump Sum Base Bid
Subsequent payments for Mobilization	Not to exceed 2.5% of the Lump Sum Base Bid
Payment For Mobilization on Final Partial Payment	Any remaining Mobilization in excess of 5% of the Lump Sum Base Bid

2. Traffic Control

The quantity of "Traffic Control" measured for payment shall be lump sum.

The CONTRACT lump sum bid price for this item shall constitute full compensation for furnishing all materials, labor, equipment and tools for the development and implementation of the Traffic Control plan(s) in accordance with the Specifications and acceptable to the Engineer. This shall include all signage, temporary striping, flaggers, barricades, lighting, and related items necessary to ensure the safety of workers and convenience of local residents throughout the project. This item also includes all work and materials necessary to complete the work as described in the Plans and Specifications. Payment of this item shall be lump sum.

3. 6-Inch PVC C900 Pipe

The quantity of "6-Inch PVC C900 Pipe" measured for payment shall be linear foot installed as measured along the longitudinal axis between the ends as laid.

The CONTRACT unit bid price for "6-Inch PVC C900 Pipe" shall be full compensation for furnishing all materials, labor, equipment and tools to install 6-inch PVC C900 pipe complete and in place as shown and specified in the CONTRACT DOCUMENTS, including, but not be limited to; potholing to determine location of existing utilities, trench excavation, the control of ground and surface waters, shoring, disposal of excess material, furnishing and placing of bedding and backfill material, 6-inch PVC C900 pipe, placing and joining of pipe, fittings and appurtenances including, but not limited to, bends, couplings, crosses, tees, caps, flanges, reducers, flange by mechanical joint adapters, thrust blocks and/or joint restraints, tracer wire, testing, cleaning, compaction, temporary resurfacing/steel plating, cleaning and disinfection, inspection, cleanup, support and protection of all adjacent utilities, the abandonment/removal of all conflicting existing utilities in accordance with Section 02550, and any/all other work associated with the installation as shown on the Plans, as specified in the Specifications, and as directed by the ENGINEER.

4. 8-inch PVC C900 Pipe

The quantity of "8-Inch PVC C900 Pipe" measured for payment shall be linear foot installed as measured along the longitudinal axis between the ends as laid.

The CONTRACT unit bid price for "8-Inch PVC C900 Pipe" shall be full compensation for furnishing all materials, labor, equipment and tools to install 8-inch PVC C900 pipe complete and in place as shown and specified in the CONTRACT DOCUMENTS, including, but not be limited

to; potholing to determine location of existing utilities, trench excavation, the control of ground and surface waters, shoring, disposal of excess material, furnishing and placing of bedding and backfill material, 8-inch PVC C900 pipe, placing and joining of pipe, fittings and appurtenances including, but not limited to, bends, couplings, crosses, tees, caps, flanges, reducers, flange by mechanical joint adapters, thrust blocks and/or joint restraints, tracer wire, testing, cleaning, compaction, temporary resurfacing/steel plating, cleaning and disinfection, inspection, cleanup, support and protection of all adjacent utilities, the abandonment/removal of all conflicting existing utilities in accordance with Section 02550, and any/all other work associated with the installation as shown on the Plans, as specified in the Specifications, and as directed by the ENGINEER.

5. 12-Inch PVC C900 Pipe

The quantity of "12-Inch PVC C900 Pipe" measured for payment shall be linear foot installed as measured along the longitudinal axis between the ends as laid.

The CONTRACT unit bid price for "12-Inch PVC C900 Pipe" shall be full compensation for furnishing all materials, labor, equipment and tools to install 12-inch PVC C900 pipe complete and in place as shown and specified in the CONTRACT DOCUMENTS, including, but not be limited to; potholing to determine location of existing utilities, trench excavation, the control of ground and surface waters, shoring, disposal of excess material, furnishing and placing of bedding and backfill material, 12-inch PVC C900 pipe, placing and joining of pipe, fittings and appurtenances including, but not limited to, bends, couplings, crosses, tees, caps, flanges, reducers, flange by mechanical joint adapters, thrust blocks and/or joint restraints, tracer wire, testing, cleaning, compaction, temporary resurfacing/steel plating, cleaning and disinfection, inspection, cleanup, support and protection of all adjacent utilities, the abandonment/removal of all conflicting existing utilities in accordance with Section 02550, and any/all other work associated with the installation as shown on the Plans, as specified in the Specifications, and as directed by the ENGINEER.

6. 6-Inch DI CL350 Pipe

The quantity of "6-Inch DI CL350 Pipe" measured for payment shall be linear foot installed as measured along the longitudinal axis between the ends as laid.

The CONTRACT unit bid price for "6-Inch DI CL350 Pipe" shall be full compensation for furnishing all materials, labor, equipment and tools to install 6-inch DI CL350 pipe complete and in place as shown and specified in the CONTRACT DOCUMENTS, including, but not be limited to; potholing to determine location of existing utilities, trench excavation, the control of ground and surface waters, shoring, disposal of excess material, furnishing and placing of bedding and backfill material, 6-inch DI CL350 pipe, placing and joining of pipe, fittings and appurtenances including, but not limited to, bends, couplings, crosses, tees, caps, flanges, reducers, flange by mechanical joint adapters, thrust blocks and/or joint restraints, tracer wire, testing, cleaning, compaction, temporary resurfacing/steel plating, cleaning and disinfection, inspection, cleanup, support and protection of all adjacent utilities, the abandonment/removal of all conflicting existing utilities in accordance with Section 02550, and any/all other work associated with the installation as shown on the Plans, as specified in the Specifications, and as directed by the ENGINEER.

7. 8-Inch DI CL350 Pipe

The quantity of "8-Inch DI CL350 Pipe" measured for payment shall be linear foot installed as measured along the longitudinal axis between the ends as laid.

The CONTRACT unit bid price for "8-Inch DI CL350 Pipe" shall be full compensation for furnishing all materials, labor, equipment and tools to install 8-inch DI CL350 pipe complete and in place as shown and specified in the CONTRACT DOCUMENTS, including, but not be limited to; potholing to determine location of existing utilities, trench excavation, the control of ground and surface waters, shoring, disposal of excess material, furnishing and placing of bedding and backfill material, 8-inch DI CL350 pipe, placing and joining of pipe, fittings and appurtenances including, but not limited to, bends, couplings, crosses, tees, caps, flanges, reducers, flange by mechanical joint adapters, thrust blocks and/or joint restraints, tracer wire, testing, cleaning, compaction, temporary resurfacing/steel plating, cleaning and disinfection, inspection, cleanup, support and protection of all adjacent utilities, the abandonment/removal of all conflicting existing utilities in accordance with Section 02550, and any/all other work associated with the installation as shown on the Plans, as specified in the Specifications, and as directed by the ENGINEER.

8. 6-Inch Gate Valve

The quantity of "6-inch Gate Valve" measured for payment shall be per each installed.

The CONTRACT unit bid price for "6-inch Gate Valve" shall be full compensation for furnishing all materials, labor, equipment and tools to provide the 6-inch Gate Valve as shown on the CONTRACT DOCUMENTS, including, but not limited to, 6-inch gate valve with 2-inch operating nuts, valve wells, valve well covers, concrete collars, excavation, furnishing and installation bedding, pipe zone material, backfill, compaction, offsite disposal of excess material, exothermic welding of bond materials, gaskets, nuts and bolts, wax tape coating, thrust and anchor blocks and walls, restraint joints, warning tape, pressure testing and disinfection, inspection, cleanup, restoration to original condition of all damaged surface improvements, and protection of all adjacent utilities and any/all other work associated with the installation of the waterline system as shown on the Plans and as directed by the ENGINEER.

9. 8-Inch Gate Valve

The quantity of "8-inch Gate Valve" measured for payment shall be per each installed.

The CONTRACT unit bid price for "8-inch Gate Valve" shall be full compensation for furnishing all materials, labor, equipment and tools to provide the 8-inch Gate Valve as shown on the CONTRACT DOCUMENTS, including, but not limited to, 8-inch gate valve with 2-inch operating nuts, valve wells, valve well covers, concrete collars, excavation, furnishing and installation bedding, pipe zone material, backfill, compaction, offsite disposal of excess material, exothermic welding of bond materials, gaskets, nuts and bolts, wax tape coating, thrust and anchor blocks and walls, restraint joints, warning tape, pressure testing and disinfection, inspection, cleanup, restoration to original condition of all damaged surface improvements, and protection of all adjacent utilities and any/all other work associated with the installation of the waterline system as shown on the Plans and as directed by the ENGINEER.

10. 12-Inch Gate Valve

The quantity of "12-inch Gate Valve" measured for payment shall be per each installed.

The CONTRACT unit bid price for "12-inch Gate Valve" shall be full compensation for furnishing all materials, labor, equipment and tools to provide the 12-inch Gate Valve as shown on the CONTRACT

DOCUMENTS, including, but not limited to, 12-inch gate valve with 2-inch operating nuts, valve wells, valve well covers, concrete collars, excavation, furnishing and installation bedding, pipe zone material, backfill, compaction, offsite disposal of excess material, exothermic welding of bond materials, gaskets, nuts and bolts, wax tape coating, thrust and anchor blocks and walls, restraint joints, warning tape, pressure testing and disinfection, inspection, cleanup, restoration to original condition of all damaged surface improvements, and protection of all adjacent utilities and any/all other work associated with the installation of the waterline system as shown on the Plans and as directed by the ENGINEER.

11. 1- Inch Combination Vacuum/Air Release Valve

The quantity of "1-Inch Combination Vacuum/Air Release Valve" measured for payment shall be per each installed.

The CONTRACT unit bid price for "1-Inch Combination Vacuum/Air Release Valve" shall be full compensation for furnishing all materials, labor, equipment and tools to provide the combination Vacuum/Air Release Valve assembly as shown on the CONTRACT DOCUMENTS, including, but not limited to, excavation, furnishing and installation bedding, pipe zone material, backfill, compaction, offsite disposal of excess material, exothermic welding of bond materials, gaskets, nuts and bolts, wax tape coating, thrust and anchor blocks and walls, warning tape, copper pipe, fittings, concrete, cage, pressure testing and disinfection, inspection, cleanup, seeding, restoration to original condition of all damaged surface improvements, and protection of all adjacent utilities and any/all other work associated with the installation of the waterline system as shown on the Plans and as directed by the ENGINEER.

12. 2-Inch Combination Vacuum/Air Release Valve

The quantity of "2-Inch Combination Vacuum/Air Release Valve" measured for payment shall be per each installed.

The CONTRACT unit bid price for "2-Inch Combination Vacuum/Air Release Valve" shall be full compensation for furnishing all materials, labor, equipment and tools to provide the combination Vacuum/Air Release Valve assembly as shown on the CONTRACT DOCUMENTS, including, but not limited to, excavation, furnishing and installation bedding, pipe zone material, backfill, compaction, offsite disposal of excess material, exothermic welding of bond materials, gaskets, nuts and bolts, wax tape coating, thrust and anchor blocks and walls, warning tape, polyethylene pipe, fittings, concrete, cage, pressure

testing and disinfection, inspection, cleanup, seeding, restoration to original condition of all damaged surface improvements, and protection of all adjacent utilities and any/all other work associated with the installation of the waterline system as shown on the Plans and as directed by the ENGINEER.

13. 2-Inch Blow-Off Assembly

The quantity of "2-Inch Blow-Off Assembly" measured for payment shall be per each installed.

The CONTRACT unit bid price for "2-Inch Blow-Off Assembly" shall be full compensation for furnishing all materials, labor, equipment and tools to provide the Blow-Off Assembly as shown on the CONTRACT DOCUMENTS, including, but not limited to, excavation, furnishing and installation bedding, pipe zone material, backfill, compaction, offsite disposal of excess material, exothermic welding of bond materials, gaskets, nuts and bolts, wax tape coating, thrust and anchor blocks and walls, warning tape, pressure testing and disinfection, inspection, seeding, cleanup, restoration to original condition of all damaged surface improvements, and protection of all adjacent utilities and any/all other work associated with the installation of the waterline system as shown on the Plans and as directed by the ENGINEER.

14. Fire Hydrant Assembly

The quantity of "Fire Hydrant Assembly" measured for payment shall be per each installed.

The CONTRACT unit bid price for "Fire Hydrant Assembly" shall be full compensation for furnishing all materials, labor, equipment and tools to provide the Fire Hydrant Assembly as shown on the CONTRACT DOCUMENTS, including, but not limited to, excavation, furnishing and installation bedding, pipe zone material, backfill, compaction, offsite disposal of excess material, potholing for connections, exothermic welding of bond materials, steel plating, cleaning, fire hydrants, 6-inch CL350 DI pipe, 6-inch DI flanges, 6-inch DI fittings, DI pipe and fitting bituminous coating and cement-mortar lining, 6-inch gate valves with 2-inch operating nut, valve wells, valve well covers, concrete collars, thrust blocks, restraint joints, reinforced concrete pad, polyethylene wrap, warning tape, wax tape coating, gaskets, nuts and bolts, neutral sand bedding, pressure testing and disinfection, inspection, seeding, cleanup, restoration to original condition of all damaged surface improvements, and protection of all adjacent utilities and any/all

other work associated with the installation as shown on the Plans and as directed by the ENGINEER.

15. Service Connection

The quantity of "Service Connection" measured for payment shall be per each service connection installed.

The CONTRACT unit price paid for each "Service Connection" installed shall be considered full compensation for furnishing all materials, labor, equipment and tools to install the 1", 1.5", or 2" water service connection complete as shown on the CONTRACT DOCUMENTS, including, but not limited to, excavation, furnishing and installation bedding, pipe zone material, backfill, compaction, offsite disposal of excess material, potholing for connections, service saddle, corporation stop, pipe, fittings, curb stop valve, meter yoke, connection to existing service, polyethylene wrap, gaskets, nuts and bolts, neutral sand bedding, copper and polyethylene pipe, testing and disinfection, inspection, seeding, cleanup, restoration to original condition of all damaged surface improvements, and protection of all adjacent utilities and any/all other work associated to install the 1", 1.5", and 2" water service connections at the locations shown on the Plans and or as directed by the ENGINEER.

16. Commercial Service Connection

The quantity of "Commercial Service Connection Assembly" measured for payment shall be per each commercial service connection installed.

The CONTRACT unit price paid for each "Commercial Service Connection" installed shall be considered full compensation for furnishing all materials, labor, equipment and tools to install the commercial service connection complete as shown on the CONTRACT DOCUMENTS, including, but not limited to, excavation, furnishing and installation bedding, pipe zone material, backfill, compaction, offsite disposal of excess material, potholing for connections, copper pipe, backflow device, fittings, connection to existing meter to the existing point of connection for property Owner, polyethylene wrap, gaskets, nuts and bolts, neutral sand bedding, testing and disinfection, inspection, seeding, cleanup, restoration to original condition of all damaged surface improvements, and protection of all adjacent utilities and any/all other work associated to connect from new meter

location to existing building connection, as shown in the plans on Sheet 7 and or as directed by the ENGINEER.

17. 4-Inch Fire Line

The quantity of "4-Inch Fire Line" measured for payment shall be per each installed.

The CONTRACT unit bid price for "4-Inch Fire Line" shall be full compensation for furnishing all materials, labor, equipment and tools to provide the Fire Line as shown on the CONTRACT DOCUMENTS, including, but not limited to, excavation, furnishing and installation bedding, pipe zone material, backfill, compaction, offsite disposal of excess material, potholing for connections, exothermic welding of bond materials, steel plating, cleaning, 4-inch CL350 DI pipe, 4-inch DI flanges, 4-inch DI fittings, DI pipe and fitting bituminous coating and cement-mortar lining, 4-inch gate valves with 2-inch operating nut, valve wells, valve well covers, concrete collars, thrust blocks, restraint joints, reinforced concrete pad, polyethylene wrap, warning tape, wax tape coating, gaskets, nuts and bolts, neutral sand bedding, pressure testing and disinfection, inspection, seeding, cleanup, restoration to original condition of all damaged surface improvements, and protection of all adjacent utilities and any/all other work associated with the installation as shown on the Plans and as directed by the ENGINEER.

18. Scour Protection

The quantity of "Scour Protection" measured for payment shall be per each installed.

The CONTRACT unit bid price per each installed for "Scour Protection" shall be full compensation for furnishing all materials, labor, equipment and tools to provide the scour protection as shown in details 3 and 4 on sheet 34 within the CONTRACT DOCUMENTS, including, but not limited to, all necessary excavation, backfill, compaction, concrete blocks, concrete, steel reinforcement, formwork, rip-rap, and support and protection of all adjacent utilities and all other work associated with the installation as shown on the Plans and as directed by the ENGINEER.

19. Asphalt Removal and Replacement 3"/0"

The quantity of "Asphalt Removal and Replacement 3"/0" measured for payment shall be per square yard installed.

The CONTRACT unit bid price "Asphalt Removal And Replacement 3"/0"" shall constitute full compensation for furnishing all materials, labor, equipment and tools to create the proposed finished grade for the roadway and install the asphaltic pavement. Unless otherwise directed, new asphaltic pavement will be placed at a depth to match existing conditions. Work includes but is not limited to construction staking necessary to ensure lines and grades of new surface, saw cutting edges of existing pavement to provide a clean straight transition, preparation and grading of subgrade, removal and disposal of excess material, adjustment of utility vaults, manhole rings and covers, water valves and any other existing utility appurtenance to finished grade, and traffic striping and legends, all in accordance with the Plans and Specifications and as directed by the ENGINEER. Payment of this item shall be made per square yard and will only be made after the new pavement has successfully passed acceptance testing, visual inspection, the right-of-way has been fully restored and all structures have been properly adjusted.

All work related to the adjustment of existing water line valve boxes and utility vaults/manholes is included in the unit price work associated with asphalt replacement and shall constitute full compensation for furnishing all materials, labor, equipment and tools for the adjustment of existing water line valve boxes/utility vaults/manholes to finished road grade including but not limited to extending the valve box shaft, adjustment rings, setting the valve box frame and cover to grade and installation of the 8-inch thick concrete collar as indicated on the standard details. All of this work is incidental to the 'Asphalt Removal and Replacement 3"/0"' item.

20. Asphalt Removal and Replacement 4"/0"

The quantity of "Asphalt Removal and Replacement 4"/0"" measured for payment shall be per square yard installed.

The CONTRACT unit bid price "Asphalt Removal And Replacement 4"/0"" shall constitute full compensation for furnishing all materials, labor, equipment and tools to create the proposed finished grade for the roadway and install the asphaltic pavement. Unless otherwise directed, new asphaltic pavement will be placed at a depth of 4". Work includes but is not limited to construction staking necessary to ensure lines and grades of new surface, saw cutting edges of existing pavement to provide a clean straight transition, preparation and grading of subgrade, removal and disposal of excess material, adjustment of utility vaults, manhole rings and covers, water valves and any other existing utility appurtenance to finished grade, and traffic striping and legends, all in accordance with the Plans and Specifications

and as directed by the ENGINEER. Payment of this item shall be made per square yard and will only be made after the new pavement has successfully passed acceptance testing, visual inspection, the right-of-way has been fully restored and all structures have been properly adjusted.

All work related to the adjustment of existing water line valve boxes and utility vaults/manholes is included in the unit price work associated with asphalt replacement and shall constitute full compensation for furnishing all materials, labor, equipment and tools for the adjustment of existing water line valve boxes/utility vaults/manholes to finished road grade including but not limited to extending the valve box shaft, adjustment rings, setting the valve box frame and cover to grade and installation of the 8-inch thick concrete collar as indicated on the standard details. All of this work is incidental to the 'Asphalt Removal and Replacement 4"/0"' item.

21. Concrete Removal and Replacement

The quantity of "Concrete Removal and Replacement" measured for payment shall be per square foot installed.

The CONTRACT unit bid price "Concrete Removal and Replacement" shall constitute full compensation for furnishing all materials, labor, equipment and tools for the removal and replacement of concrete, in kind. This item includes, but is not limited to, hardscape, driveways, curbs, gutters, sidewalks, etc. Unless otherwise directed, new concrete will match finish and be placed at a depth to match existing conditions. Work includes but is not limited to construction staking necessary to ensure lines and grades of new surface, removal of existing concrete, preparation and grading of subgrade, removal and disposal of excess material, and adjustment of existing utility appurtenance to finished grade, all in accordance with the Plans and Specifications and as directed by the ENGINEER. Payment of this item shall be made per square foot and will only be made after the new concrete has successfully passed acceptance testing, visual inspection, the right-of-way has been fully restored and all structures have been properly adjusted.

22. Landscape Removal and Replacement

The quantity of "Landscape Removal and Replacement" measured for payment shall be per lump sum.

The CONTRACT unit bid price "Landscape Removal and Replacement" shall constitute full compensation for furnishing all materials, labor,

equipment and tools to create the proposed finished grade for the removal and replacement of landscape gravel and/or surface pavers. Unless otherwise directed, new landscape gravel, hardscape other than shown as separate bid items, and pavers will match color and size and be placed at an in-kind or greater depth than existing conditions. Work includes but is not limited to construction staking necessary to ensure lines and grades of new surface, removal and replacement of existing gravel and/or surface pavers, preparation and grading of subgrade, removal and disposal of excess material, and adjustment of existing utility appurtenance to finished grade, all in accordance with the Plans and Specifications and as directed by the ENGINEER. Payment of this item shall be made per lump sum and will only be made after the new concrete has successfully passed acceptance testing, visual inspection, the right-of-way has been fully restored and all structures have been properly adjusted.

23. Force Account

The lump sum quantity shown in the "force Account" shall be included in the Bid. Only the OWNER shall determine the use of monies in the "Force Account".

4.3 Progress Payments

1. CONTRACT provides for payment of 90% for completed WORK until final payment. Completed WORK includes placement of all equipment and piping, testing, clean-up and inspection.
2. Partial pay estimates must be submitted to the ENGINEER no later than the 25th of each month. Pay estimates may only include WORK that has been completed at that time.
3. No materials will be considered for stored material partial payment. No payment will be made until after the materials have been installed, inspected, tested, and approved by ENGINEER to be placed in service.

4.4 Final Payment

Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the ENGINEER multiplied by the unit sum/price for work which is incorporated in or made necessary by the Work.

PART 5 – DEFECT ASSESSMENT

- 5.1 Replace the Work, or portions of the work, not conforming to specified requirements.
- 5.2 If, in the opinion of the ENGINEER, it is not practical to remove and replace the Work, the ENGINEER will direct one of the following remedies:
 - A. The defective Work may remain, but the unit price will be adjusted to a new price at the discretion of the ENGINEER.
 - B. The defective Work will be partially repaired to the instructions of the ENGINEER, and the unit price will be adjusted to a new price at the discretion of the ENGINEER.
- 5.3 The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
- 5.4 The authority of the ENGINEER to assess the defect and identify payment adjustment is final.

PART 6 – NON-PAYMENT FOR REJECTED PRODUCTS

- 6.1 Payment will not be made for any of the following:
 - A. Products wasted or disposed of in a manner that is not acceptable.
 - B. Products determined as unacceptable before or after placement.
 - C. Products not completely unloaded from the transportation vehicle.
 - D. Products placed beyond the lines and levels of the required Work.
 - E. Products remaining on hand after completion of the Work.
 - F. Loading, hauling and disposing of rejected products.

****END OF SECTION 01210****

SECTION 01510 **WORK SEQUENCE**

PART 1 – GENERAL

1.1 Summary

- A.** The intent of this Section is to have the CONTRACTOR schedule and perform the WORK in a manner such that the OWNER can keep the existing water system in continuous dependable operation, unless approved by the OWNER for shutdown. This section also presents an outline for the recommended construction sequence of the new pipeline and appurtenances. The CONTRACTOR shall adhere to the constraints listed in this Section.

- B.** The CONTRACTOR shall:
 - 1.** Perform all construction necessary to complete connections, tie-ins and shutdowns to existing system.

 - 2.** Keep existing facilities in operation unless otherwise specifically permitted in these Specifications or approved by the OWNER.

 - 3.** Perform all construction activities so as to avoid interference with operations of the system and the work of others.

 - 4.** Charging of the new system in a controlled, systematic order as outlined in this Section.

1.2 General Constraints

- A.** Any temporary work, facilities, roads, walks, protection of existing structures, piping, blind flanges, valves, equipment, bypass pumping, line-stopping, etc. that may be required within the CONTRACTOR'S work limits to maintain continuous and dependable system operation shall be furnished by the CONTRACTOR at no extra cost to the OWNER.

- B.** The CONTRACTOR shall schedule the WORK in such a manner so that the system is maintained in continuous operation. All shutdowns shall be approved by the OWNER. If, in the opinion of the ENGINEER, a shutdown is not required for the CONTRACTOR to perform the WORK, the CONTRACTOR shall use alternate methods to accomplish the WORK. All shutdowns shall be coordinated with and scheduled at times suitable to the OWNER. Unless noted otherwise, the CONTRACTOR shall provide a minimum of 14 days' notice of any system or partial system shutdown.

- C. Shutdowns shall not begin until all required materials are on-hand and ready for installation and the written shutdown plan has been approved by the OWNER. At a time approved by the OWNER, the shutdown period will commence and the CONTRACTOR shall proceed with the WORK continuously, start to finish, until the WORK is completed and the system is tested and ready for operation. If the CONTRACTOR completes all required WORK before the specified shutdown period has ended, the OWNER may immediately place the existing system back in service.
- D. The OWNER shall have the authority to order the Work to be performed during a scheduled shutdown stopped or prohibit Work which would, in his opinion, unreasonably result in stopping the necessary functions of the facility operations. The OWNER reserves the right to cancel scheduled shutdowns if conditions warrant.
- E. All operations of existing equipment, valves and gates required for the WORK shall be done by the OWNER. OWNER does not guarantee that valves, gates, etc., are or will be 100 percent water tight to provide completely dry pipe. CONTRACTOR shall provide, at no additional cost to the OWNER, all temporary caps, plugs, dewatering, pumping and other measures required to perform the WORK. The CONTRACTOR shall provide all necessary equipment and material to remove and dispose chlorinated water. CONTRACTOR shall obtain any necessary permits to dispose of chlorinated water.
- F. Insofar as possible, all equipment shall be tested and in operating condition before the final tie-ins are made to connect new pipeline to the existing system.
- G. CONTRACTOR shall provide temporary lighting if shutdowns occur at night.
- H. CONTRACTOR shall pay all costs for overtime inspection for OWNER's inspectors and staff.
- I. General Shutdown Constraints:
 - 1. Two Pre-Shutdown Meetings with the Owner shall be held prior to any shutdown. The meetings shall be conducted at least one week prior to the schedule shutdown and the day before the shutdown.
 - 2. Shutdown periods are indicated in 24-hour calendar days, months or number of hours.
 - 3. Shutdown of the supply and distribution systems, is limited to maximum 8 consecutive hours, or as approved otherwise by the OWNER. Shutdown start times shall be coordinated with OWNER.

The OWNER will pick-up the day of the week the shutdown would be performed (it could be a weekend).

4. Simultaneous shutdowns of more than one section, except as specifically indicated or allowed by the OWNER, will not be permitted.
5. Should additional shutdowns be required, they cannot occur within 24 hours of the end of the previous shutdown.
6. All equipment to be incorporated into existing system shall be ready for installation before the existing system is shutdown.
7. If the WORK during the shutdown periods is not done satisfactorily, or as planned, or within the time required, or approved by the ENGINEER, the OWNER may order the CONTRACTOR to submit to ENGINEER a plan for rectification. The OWNER reserves the right to order the CONTRACTOR to work a 24-hour, 7-day work week schedule with a full crew until the shutdown efforts are complete and the OWNER is satisfied with the WORK performed. The OWNER reserves the right to complete the WORK required with alternate means at the CONTRACTOR'S expense. In no case shall the OWNER be required to make additional payment for overtime WORK or redoing the WORK caused by the CONTRACTOR'S failure to complete the work in the allotted time.
8. Sediment control features, water disposal permits and other similar requirements shall be in place prior to starting any shutdown work.
9. Shutdown procedures proposed by the CONTRACTOR shall be submitted for approval. All supporting data, calculations and other information requested by the ENGINEER or the OWNER shall be provided with the submittal.
10. If bypass pumping is necessary, the CONTRACTOR shall provide 100 percent back-up pump capacity available on-site.
11. CONTRACTOR shall be responsible for any cleanup resulting from shutdown, by-pass or tie-in operation.

1.3 Submittals

- A. The CONTRACTOR shall submit detailed information for each shutdown required to complete the WORK. Submittal shall include detailed description of shutdown, shutdown time-line, detailed breakdown of work to be completed prior to and during shutdown, materials required and availability, proposed manpower, proposed method of protecting existing equipment, map identifying gates valves that will require

operation by the OWNER and any other details to adequately describe the proposed shutdown.

- B. Submittal must be approved before shutdown can begin. See Specifications Section 01330 for submittal schedule.

1.4 Work Sequence

- A. This recommended work sequence does not purport to include all phases, shutdowns or work necessary and it may be modified to suit existing conditions that are encountered. It shall be used by the CONTRACTOR as a guide to prepare the Project Schedule and the Shutdown Schedule. CONTRACTOR is solely responsible for scheduling the shutdowns in conjunction with the required construction sequence.
- B. **Connection Construction Phasing:** In general, construction shall be performed in two phases; the first being the isolation of the existing system and installation of the new improvements, the second being the removal/abandonment of the existing items as required per the Contract Documents. The phases are further detailed as follows:

1. Phase I: Installation of New Improvements

- i. CONTRACTOR shall install new main in accordance with the Contract Documents. All saddles and fire hydrant tees with isolation valve shall be included.
- ii. CONTRACTOR shall test and chlorinate in accordance with the Contract Documents.
- iii. CONTRACTOR shall connect new main to existing main.
 - a) CONTRACTOR shall refer to each connection detail separately in the Plans for installation of items pertaining to each respective connection. Hot-tapping is not permitted.
 - b) CONTRACTOR shall coordinate new system connections with OWNER to identify, verify, and close necessary isolation valve(s) pertinent to respective connection location. CONTRACTOR shall confirm system isolation prior to removal of any existing pipe and/or appurtenances.
 - c) CONTRACTOR shall make connection as shown in connection details. Once new valves are installed, they are to remain closed until new system has been tested per the Contract Documents, and approved by OWNER.

d) CONTRACTOR shall coordinate with OWNER to open respective isolation valve(s) to allow new system to be in operation.

iv. CONTRACTOR shall install new water services, fire hydrants, etc. shall then be installed. CONTRACTOR shall coordinate with OWNER to place new system into operation.

2. Phase II: Removal/Abandonment of Existing Items

i. CONTRACTOR shall coordinate new system connections with OWNER to identify, verify, and close necessary isolation valve(s) pertinent to allow removal and/or abandonment of the items identified respectively in the connection details as shown in the Plans. CONTRACTOR shall confirm system isolation prior to removal of any existing pipe and/or appurtenances.

ii. CONTRACTOR shall remove and/or abandon ONLY the items identified in the connection details, respectively in accordance with the Contract Documents.

iii. CONTRACTOR shall coordinate with OWNER to open respective isolation valve(s) to allow water system to be back in operation.

C. Work Sequence. The sequence assumes that no concurrent shutdowns are performed. The CONTRACTOR shall make every effort to limit the amount of actual shutdown time.

****END OF SECTION 01510****

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SECTION 02050
DEMOLITION AND REMOVALS

PART 1 - GENERAL

1.1 Description

- A. The work of this Section consists of the demolition, removal, and disposal of the existing designated facilities, including pavement, pipelines, sidewalk, appurtenances, fencing, as designated in the CONTRACT DOCUMENTS all as necessary for the performance of this Contract.
- B. All items designated for removal shall be completely removed from the site, hauled and disposed in a legal manner. No on-site disposal shall be permitted.

1.2 Related Sections

- A. The work of the following Sections applies to the Work of this Section. Other Sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of this WORK.

Measurement and Payment.....	Section 01210
Submittals	Section 01330
Water Piping Systems	Section 02550

1.3 CONTRACTOR Submittals

- A. **Affidavit of Compliance.** Prior to commencing with demolition work, the CONTRACTOR shall submit to OWNER an affidavit of compliance detailing the final disposition for items and materials to be removed from the site. Said affidavit shall list the locations of all off site disposal sites to be utilized, and shall include the CONTRACTOR's certification that those sites are legal for the disposal of the subject items or materials. The affidavit shall include a similar list of recyclers and CONTRACTOR's certification, if utilized.
- B. **Receipts.** CONTRACTOR shall submit receipts from all disposal sites and recyclers utilized for the disposal of items and materials removed from the site. Said receipts shall account for the entire quantities of all items and materials removed from the site.

PART 2 - GENERAL

2.1 General

- A.** All demolition and removals shall be of the types shown on the CONTRACT DOCUMENTS and shall conform to the applicable Sections of these SPECIFICATIONS.
- B.** All concrete products to be demolished and removed shall be disposed of off-site to an approved disposal facility. At no time will concrete be allowed to be crushed on-site, nor shall it be re-used in any way for the WORK identified in the CONTRACT DOCUMENTS.

PART 3 - EXECUTION

3.1 General

- A.** Execution of all demolition and removals shall be per the CONTRACT DOCUMENTS and shall conform to the applicable Sections of these SPECIFICATIONS.

3.2 Salvage Work

- A.** When the CONTRACTOR is required to remove existing pipe and appurtenances, or portions thereof, from the ground, such materials may, at the discretion of the ENGINEER, be considered salvage. All materials identified as salvage are considered property of the OWNER.
- B.** The CONTRACTOR shall remove and carefully stockpile all materials identified as salvage in a safe location that will not disrupt traffic until the times can be delivered to the OWNER's Public Works Maintenance Facility or other location specified by the OWNER. The CONTRACTOR shall coordinate with the OWNER of all salvage materials. The CONTRACTOR shall be responsible for delivery of all salvageable materials to the OWNER.
- C.** The CONTRACTOR shall legally dispose of all other materials in an appropriate manner. Disposal is the responsibility of the CONTRACTOR. The CONTRACTOR shall coordinate with the appropriate jurisdictional agency with respect to disposal sites locations, limitations, and transportation methods.

3.3 Asbestos Removal

- A.** Asbestos cement pipe is anticipated to be contained in the pipeline material within the existing project area. The CONTRACTOR shall

remove these materials as part of the demolition phase of the work. All asbestos operations regarding removal, handling, containment, transportation, and disposal shall be in accordance with all federal, state, county, and local regulations, recommendations, and guidelines and as per 29 CFR 1926.1101 Federal OSHA Asbestos Standard for the Construction Industry, and 40 CFR Part 61 National Emission Standards for Hazardous Air Pollutants (NESHAP).

3.4 Protection of Items to Remain

- A.** CONTRACTOR shall be responsible to protect from damage any items not subject to removal, including, but not limited to, existing vegetation and landscaping, and above and/or below ground utilities.
- B.** Should damage occur to items not subject to removal due to CONTRACTOR's operations during any phase of the WORK, CONTRACTOR shall repair or replace said items to the satisfaction of the OWNER at CONTRACTOR's expense.

3.5 Demolition and Removal

- A.** CONTRACTOR shall demolish, dismantle and remove all items scheduled for demolition and removal as shown on the drawings and as specified herein that will interfere with the planned construction, or as otherwise directed by ENGINEER. CONTRACTOR shall comply with all pertinent regulations of OSHA and local codes and practices. The site shall be kept neat and orderly during the demolition. Adjacent public right-of-way and private property shall be kept free of debris at all times. Stockpiles of items or materials to be removed shall be removed from the site on a daily basis, or stored in a dumpster or other portable trash receptacle, which shall be stored in an approved location, and shall be emptied on a weekly basis. Accumulations of flammable material shall not be permitted.
- B.** CONTRACTOR shall seal all open ends of water mains to be abandoned in place with a concrete plug having a length equal to minimum one diameter of the pipe being plugged.

3.6 Disposal and Recycling

- A.** All items or debris removed from the site shall be transported offsite in a legal manner and disposed of at a legal disposal site. Concrete debris shall be transported to an appropriate recycler of such materials. All disposal sites and recycling facilities shall be approved by the OWNER prior to initiation of the work. Hazardous materials (i.e. asbestos and/or lead-containing materials) shall be handled and

disposed of at a legally acceptable recycler or placed into a legally acceptable landfill, all in accordance with all applicable laws, codes, and regulations.

3.7 Abandonment

- A.** Where shown on the drawings, where specified herein, or as approved by the ENGINEER, CONTRACTOR may select to abandon in place those existing facilities that are not required to remain in service and that will not otherwise interfere with execution of this Contract. Facilities to be abandoned shall be abandoned in accordance with the CONTRACT DOCUMENTS.

3.8 Records Research

- A.** CONTRACTOR shall be responsible to familiarize himself with the existing conditions and system operation prior to commencing with the work of this Section, or any other work under this CONTRACT.
- B.** Available record drawings can be provided by the OWNER upon formal written request from the CONTRACTOR. It shall be noted that there will be no warranty or guarantee of the accuracy or completeness of the as-built drawings what-so-ever made or inferred by furnishing them for reference.

PART 4 – MEASUREMENT AND PAYMENT

4.1 Measurement and Payment

See Section 01210 "Measurement and Payment".

**** END OF SECTION 02050 ****

APPENDIX A
(Davis Bacon Wages Documents)

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

CONTRACT PACKET for Governmental Borrowers

This packet lists required contract conditions that apply to all Clean Water and Drinking Water Revolving Fund projects and contains forms that must be used in the procurement process. Please review this packet prior to bidding.

PLEASE NOTE

- **This packet, in its entirety, must be physically included in all bidding, solicitation and contract documents.**
- Use of American Iron and Steel (AIS) applies to this project.:
 - AIS includes the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- Federal Davis-Bacon prevailing wages apply to this project.
 - Payment of the wages, fringe benefits and overtime rates is required.
 - The appropriate Federal (Davis-Bacon) Prevailing Wage Decision must be physically incorporated into the bidding and contract documents.
 - The construction category of Heavy (excluding dam construction) should typically be applied to all projects funded by WIFA. If you believe that a different category of wages, such as Building, should be applied to your project or portions of your project, please contact WIFA in advance.
 - Weekly certified payroll submittal is required under the Federal Davis-Bacon laws.
- Compliance with the Civil Rights Act and Equal Employment Opportunity is required.
- Promotion of Small, Minority and Women-owned Businesses and participation in EPA's Disadvantaged Business Enterprise (DBE) Program is required.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Required Contract Conditions

This project is being financed in whole or in part by the Water Infrastructure Finance Authority of Arizona through the Clean Water or Drinking Water Revolving Fund. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply(ies) with these regulations, laws and rules.

1. (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.
2. Equal Employment Opportunity (Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations). Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of Executive Order 11246 as amended by Executive Orders 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.
3. (i) Promoting the use of Small, Minority, and Women-owned Businesses (Executive Orders 11625, 12138 and 12432), (ii) Small Businesses Reauthorization & Amendment Act of 1988 (Section 129 of Pub. L. 100-590), (iii) Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 (Pub. L. 102-389, 42 U.S.C. Sec. 437d), and (iv) Title X of the Clean Air Acts Amendments of 1990 (Pub. L. 101-549, 42 U.S.C. Sec. 7601 note) (“EPA’s 10% statute”). Encourages recipients to award construction, supply and professional service contracts to minority and women’s business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.
4. Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements (40 C.F.R. Part 33).
5. Debarment and Suspension (Executive Order 12549). Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 via this Internet address: www.sam.gov/portal/public/SAM.

6. E-Verify (A.R.S. § 41-4401). A governmental entity shall not award a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). Every government entity shall (i) ensure that every government entity contractor and subcontractor complies with the federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A); (ii) require that every government entity contract include the required provisions listed under A.R.S. § 41-4401(A); and (iii) establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Use of American Iron and Steel

Public Law 113-76, enacted January 17, 2014

SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds (CWSRF and DWSRF) for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

Highlights from EPA Guidance on Use of American Iron and Steel

Complete document available at http://water.epa.gov/grants_funding/aisrequirement.cfm

What is considered American Iron and Steel?

What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

What is a ‘construction material’ for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

What is NOT considered American Iron and Steel?

What is NOT considered a ‘construction material’ for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are NOT considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Use of American Iron and Steel - De Minimis Waiver

Every water infrastructure project involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the county of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental.

Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc.

Example of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

EPA has established a public interest waiver for de minimis incidental components. This action permits the use of products when they occur in de minimis incidental components of such projects.

- Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into a project.
- The cost of an individual item may not exceed 1% of the total cost of the materials used in and incorporated into a project.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Davis-Bacon Contract Conditions (Federal Prevailing Wages)

PLEASE NOTE: Federal Davis-Bacon prevailing wages apply to this project. Payment of the wages, fringe benefits and overtime rates is required.

The “subrecipient” referred to throughout the Davis-Bacon contract conditions is the WIFA Borrower.

“WIFA” is the Water Infrastructure Finance Authority of Arizona, State Capitalization Grant recipient, recipient, or the Authority.

Wage Rate Requirements (Also referred to as Attachment 6)

Preamble

With respect to the Clean Water and Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(3)(ii)(A) below and for compliance as described in Section 5.

Requirements for Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient will contact EPA. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/recovery/index.htm>.

1. Applicability of the Davis-Bacon prevailing wage requirements.

Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a Clean Water Revolving Fund and to any construction project carried out in whole or in part by assistance made available by a Drinking Water Revolving Fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the State recipient before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination 10 days or less prior to the closing date, the subrecipient may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage

determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument. Typically, the appropriate wage determination would be the one in effect on the date the task order, work assignment or similar instrument is awarded.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

The recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of

all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the

contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the Apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), the State recipient, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3 above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such

laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3 above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use WIFA's interview form, Department of Labor's Standard Form 1445, or equivalent documentation to memorialize the interviews. WIFA's interview form and instructions are included with this packet.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed below and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd.

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

**Clean Water Revolving Fund
Drinking Water Revolving Fund**

Equal Employment

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWRP and DWRP project related contracts and subcontracts over \$10,000:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Disadvantaged Business Enterprises (DBE)

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Certified Disadvantaged Business Enterprises* (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the Borrower for all DWRF and CWRF projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantaged Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantaged Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

5. The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form** to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below:

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

6. The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 - DBE Program Subcontractor Performance Form**. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Borrower.
7. The prime contractor must complete and submit EPA Form 6100-4 DBE Program Subcontractor Utilization Form** as part of the prime contractor's bid or proposal package to the Borrower.
8. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

** A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.*

*** DBE forms can be downloaded from
http://www.epa.gov/osbp/dbe_contract_admin.htm*

ATTACHMENTS

DBE Forms

http://www.epa.gov/osbp/dbe_contract_admin.htm

6100-2 - DBE Program Subcontractor Participation Form

6100-3 - DBE Program Subcontractor Performance Form

6100-4 - DBE Program Subcontractor Utilization Form

Davis-Bacon Forms

WH-1321 - Davis-Bacon poster

WH-347 - Payroll and certification form

SF1444 - Wage Determination Request form

Employee Interview form

American Iron and Steel

Sample Step Certification Letter (Processed/Manufactured)

Sample Step Certification Letter (Shipped/Provided)

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ___ DOT ___ SBA ___ Other: _____		Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	__ YES	__ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Water Infrastructure Finance Authority of Arizona
1110 West Washington Street, Suite 290
Phoenix, AZ 85007
Tel: (602) 364-1310
Fax: (602) 364-1331

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

Instructions for Completing Payroll Form, WH-347

OMB Control No. 1235-0008, Expires 01/31/2015.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If

additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable

wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

<http://www.dol.gov/whd/forms/wh347instr.htm>

SF 1444 Instructions

Request for Additional Classification and Wage Rate Form

Attached is a copy of the federal standard form 1444, Request for Authorization of Additional Classification and Wage Rate. This form must be submitted when a wage classification is not listed on the applicable wage decision. The classification and wage rate submitted on the form should bear a reasonable likeness to similar skill classifications listed in the federal wage determination.

The prime contractor is responsible for the completion and submission of this form. The following are the procedures for the completion and submission of the form:

1. Check "Construction Contract" in the upper right-hand corner.
- Box 2. Insert the following information:
Water Infrastructure Finance Authority of Arizona (WIFA)
1110 W. Washington St., Suite 290
Phoenix, AZ 85007
- Box 3. Prime contractor's name.
- Box 4. Date the prime contractor submitted the form to WIFA.
- Box 5. Contract number.
- Box 6. Date the bid was opened, if applicable.
- Box 7. Date the contract was awarded.
- Box 8. Actual date the contractor will be starting or started work.
- Box 9. (This box is not applicable.)
- Box 10. List all subcontractors that will utilize the labor classification listed in box 13a. If none, enter "N/A."
- Box 11. Project title and a brief description of the project.
- Box 12. Include both the city and county, as well as Arizona.
- Box 13. Federal "General Decision Number" (e.g. AZ00009) and the date.
- Box 13a. List all classifications not covered by the federal wage determination, which are utilized by either the prime or the subcontractor(s).
- Box 13b. The wage rate should bear a reasonable likeness to the category classification wage rates (equipment operators, laborers, truck drivers, etc.) listed in the federal wage determination.
- Box 13c. The fringe rate should bear a reasonable likeness to the category classification fringe rates (equipment operators, laborers, truck drivers, etc.) listed in the federal wage determination.
- Box 14. If there is a subcontractor listed on line 10, its representative signs on this line.
- Box 15. The prime contractor's representative must sign on this line.
- Box 16. If the contractor has a specific employee who will be performing the labor classification(s) listed in box 13a, or if the employees' have legal representation (union, etc.), they should sign this line and include their title. If no specific employee is identified to perform work under the listed classification(s), then write "unknown" in the box. The "Agree" or "Disagree" boxes are checked by anyone signing in boxes 14, 15, and 16.

The contractor will make a copy of the completed signed form and submit the original to WIFA (not required to be in quadruplicate).

WIFA will complete the section below the heavy line TO BE COMPLETED BY CONTRACTING OFFICER and submit it to DOL and EPA. Typically DOL responds in 30 days. WIFA will send the borrower a copy of the approved wage classification.

**REQUEST FOR AUTHORIZATION OF
ADDITIONAL CLASSIFICATION AND RATE**

CHECK APPROPRIATE BOX
 SERVICE CONTRACT
 CONSTRUCTION CONTRACT

OMB No.: **9000-0089**
 Expires: 04/30/2005

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVP), Office of Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0089), Washington, DC 20503.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPPLICATE, TO THE CONTRACTING OFFICER.

1. TO: ADMINISTRATOR, Employment Standards Administration WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. 20210	2. FROM: (REPORTING OFFICE)
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3. CONTRACTOR	4. DATE OF REQUEST
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5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SCA ONLY)
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10. SUBCONTRACTOR (IF ANY)

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

12. LOCATION (CITY, COUNTY AND STATE)

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: _____ DATED: _____

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY) <i>(Use reverse or attach additional sheets, if necessary)</i>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE
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16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE
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TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SCA) OR FAR 22.406-3 (DBA))

- THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
- THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send copies 1, 2, and 3 to Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NO.	DATE SUBMITTED
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EMPLOYEE INTERVIEW FOR DAVIS-BACON LABOR STANDARDS INSTRUCTIONS

The Davis-Bacon Act requires interviews to determine if the contractor is complying with the Federal Davis-Bacon prevailing wages. Interviewers must use WIFA’s interview form, Department of Labor’s Standard Form 1445, or equivalent documentation. WIFA’s form may be downloaded from WIFA’s website: http://azwifa.gov/?pageid=contract_packet. See Section 5: Compliance Verification of the WIFA Contract Packet for the interview requirements.

Interviews should be conducted in the following manner:

Interviewer: Each borrower is required to conduct interviews. The interviewer must be someone unaffiliated with the contractors and on site regularly (i.e., project manager, or consultant, etc.).

Purpose: The purpose of the interview is to ensure that the work actually being done by construction workers and mechanics is consistent with the corresponding job titles and wages being reported on the certified payrolls. The payroll checker must compare the interviews to the payrolls to identify inconsistencies. Any inconsistencies must be addressed. Keep in mind that both the interview and the information on the interview form are considered confidential. Interviews should be conducted individually and in private. All employees on the work site should be available for an interview if requested by the interviewer; however, the employee’s participation is voluntary.

Number of Interviews: A representative sample of interviews is required. The interviewer must interview at least one person from every contractor and subcontractor company on the job site.

Timing: Interviews should be done, at minimum, on two different occasions. One should be within the first two weeks after construction begins and whenever a new subcontractor begins work on the project. The second round should be done closer to substantial completion while workers are still on site. Additional interviews should be done when issues or discrepancies arise and should be targeted at the contractor in question.

Records: Interview forms should be kept by the borrower with the rest of the project records at least three years after the contract is completed. The interview forms have employee information that should be kept confidential from contractors generally, but the project folders must be available for inspection by WIFA, EPA, or Department of Labor upon request.

Item	INTERVIEW
2b. - 2c.	This information is required in case it is necessary to follow up with the employee.
3a.	The interviewer should make it clear to the employee that these items relate only to work on this project, not necessarily to other projects.
3b.	Employees should be encouraged (but not required) to produce pay stubs or pay envelopes which document the wages received.
5. - 6.	If the employee does not know where the wage rate decision and Davis-Bacon poster are posted, the interviewer should inform the person of the location(s) and encourage them to look at the documents.
8.	Many employees will not be familiar with the term “fringe benefits.” The interviewer should explain to the employee that fringe can be paid as part of their hourly rate, or can be in the form of benefits such as vacation, medical, etc.
9a. -9c.	The interviewer should make it clear to the employee that these items relate only to work on this project, not necessarily to other projects.

11. - 13.	Be certain that the employee's responses are specific. The employee may not be familiar with the classifications used on the wage determination and thus may use a term which may not be found on the determination. The answers to questions 12 and 13 should elicit enough information to identify the appropriate wage classification. Confirm the presumed wage classification with the employee.
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INTERVIEWER'S COMMENTS	
16.	This represents some of the most important information gathered while conducting on-site interviews. Be specific about the duties the employee was observed performing. It may be easiest to make these observations before the interview. Comments in this section should include whether observed duties and tools used were the same as those described by the employee during the interview.
19. - 20.	This refers to the wage decision and date as posted on the job site. This information should be consistent with the contract documents.

FOR USE BY PAYROLL CHECKER	
21. - 22.	<p>The payroll checker can be the same person as the interviewer. If not, it should be someone familiar with the wage rate decision, labor standards provisions and the construction project.</p> <p>This part of the form is completed <i>after</i> receipt of the payroll reports covering the week during which the interview was conducted. It is important that the payroll reports are received in a timely manner so that the payroll checker can compare and verify the interview information and investigate discrepancies. Once the corresponding payroll reports are received, the information on the interview form must be compared to the payroll reports. Specifically, the payroll checker must check that:</p> <ul style="list-style-type: none"> • the payroll report is consistent with the dates and hours the employee worked (Items 9a.-9c.). • the payroll report indicates that the employee's job classification is the same as that indicated by the employee in Items 11 - 13. • the payroll report indicates that the employee received the wages as s/he stated in Item 3a. • the payroll report indicates that the employee received the fringe benefits in the amount and as stated in Item 8. • the wages/fringes paid agree with the wage rate decision in the contract and any additional classification requests approved by DOL (SF1444). <p>Any discrepancies noted between the interview form and payroll reports shall be reported in Item 22. <u>If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.</u> For example, if the payroll indicates that the employee worked a different number of hours than the employee indicated, the payroll checker must: a) contact the employee and ask for clarification; and b) request the contractor's actual time records. This should be done without revealing the identity of the employee, e.g. by asking for all employee records for one work week.</p>



EMPLOYEE INTERVIEW FOR DAVIS-BACON LABOR STANDARDS

1a. Project Name		2a. Employee Name	
1b. Contract Number	Wage Decision and Date	2b. Employee Phone Number	
1c. Name of Prime Contractor		2c. Employee Home Address and Zip Code	
1d. Name of Employer and Supervisor			
3a. Hourly rate of pay <u>on this project</u> :	4. Do you know that you are working on a federally-funded project and that you are to be paid wages set by DOL (Davis-Bacon wages)?	5. Do you know where the Davis-Bacon Wage Rate Decision for this project is posted?	6. Do you know where the "Employee Rights under the Davis-Bacon Act" poster is posted?
3b. Do you have your most recent paystub? Y N	Y N	Y N	Y N
7a. Do you ever work over 8 hours per day? Y N	7b. Do you ever work over 40 hours per week? Y N	7c. Are you paid at least time and a half for overtime hours? Y N N/A	8. Do you receive Fringe Benefits?
9a. Date you began work <u>on this project</u> :	9b. Date of last work day <u>on this project</u> before interview:	9c. How many hours did you work on your last work day before this interview <u>on this job</u> ?	Vacation Y N Medical Y N Pension Y N Cash/pay Y N Other:
10. What deductions other than taxes and social security are made from your pay?		11. Work Classification (list all <u>on this project</u>):	
12. Your duties <u>on this project</u> :		13. Tools and equipment you use <u>on this project</u> :	
THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE			
14. Employee Signature		Date	
15. Interviewer Signature		Interviewer Name	Date
INTERVIEWER'S COMMENTS			
16. Work employee was doing/tools employee was using when interviewed:		17. Is employee properly classified and paid? Y N	18. Are wage rate and poster displayed? Y N
		19. Wage Rate Decision Number:	20. Wage Rate Decision Date:
FOR USE BY PAYROLL CHECKER			
21. Is above information in agreement with payroll data? Y N	22. If no, provide explanation and resolution:		
23. Payroll Checker Signature	Payroll Checker Name	Date	

SAMPLE Step Certification Letter (Processed/Manufactured)
Use of American Iron and Steel
Water Infrastructure Finance Authority of Arizona
CWSRF and DWSRF Funded Projects

The following information is provided as a sample letter of certification for AIS compliance (From March 20, 2014 EPA Memorandum American Iron and Steel Requirement Guidance).

Documentation must be provided on company letterhead.

Documentation should include the following four items:

- *Project name*
- *Product identification*
- *City and state where process took place*
- *Signature*

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location: _____(city and state)_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

SAMPLE Step Certification Letter (Shipped/Provided)
Use of American Iron and Steel
Water Infrastructure Finance Authority of Arizona
CWSRF and DWSRF Funded Projects

The following information is provided as a sample letter of certification for AIS compliance (From March 20, 2014 EPA Memorandum American Iron and Steel Requirement Guidance).

Documentation must be provided on company letterhead.

Documentation should include the following four items:

- *Project name*
- *Product identification*
- *City and state where process took place*
- *Signature*

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location: _____(city and state)_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

WD 15-5467 (Rev.-1) was first posted on www.wdol.gov on 02/16/2016

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5467
Revision No.: 1
Date Of Revision: 02/05/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Arizona

Area: Arizona County of Mohave

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.49
01012 - Accounting Clerk II		16.26
01013 - Accounting Clerk III		18.19
01020 - Administrative Assistant		21.20
01035 - Court Reporter		19.97
01041 - Customer Service Representative I		10.70
01042 - Customer Service Representative II		12.03
01043 - Customer Service Representative III		13.13
01051 - Data Entry Operator I		12.72
01052 - Data Entry Operator II		15.23
01060 - Dispatcher, Motor Vehicle		15.24
01070 - Document Preparation Clerk		12.73
01090 - Duplicating Machine Operator		12.73
01111 - General Clerk I		12.93
01112 - General Clerk II		14.11
01113 - General Clerk III		15.83
01120 - Housing Referral Assistant		20.62
01141 - Messenger Courier		11.48
01191 - Order Clerk I		12.53
01192 - Order Clerk II		13.86
01261 - Personnel Assistant (Employment) I		16.53
01262 - Personnel Assistant (Employment) II		18.49
01263 - Personnel Assistant (Employment) III		20.62
01270 - Production Control Clerk		19.21
01290 - Rental Clerk		12.93
01300 - Scheduler, Maintenance		16.53
01311 - Secretary I		16.53
01312 - Secretary II		18.49
01313 - Secretary III		20.62

01320	- Service Order Dispatcher	14.55
01410	- Supply Technician	21.70
01420	- Survey Worker	15.69
01460	- Switchboard Operator/Receptionist	12.42
01531	- Travel Clerk I	13.54
01532	- Travel Clerk II	14.37
01533	- Travel Clerk III	15.42
01611	- Word Processor I	14.01
01612	- Word Processor II	16.53
01613	- Word Processor III	17.59
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.16
05010	- Automotive Electrician	19.42
05040	- Automotive Glass Installer	18.81
05070	- Automotive Worker	18.81
05110	- Mobile Equipment Servicer	17.19
05130	- Motor Equipment Metal Mechanic	20.23
05160	- Motor Equipment Metal Worker	18.81
05190	- Motor Vehicle Mechanic	19.73
05220	- Motor Vehicle Mechanic Helper	16.39
05250	- Motor Vehicle Upholstery Worker	18.01
05280	- Motor Vehicle Wrecker	18.81
05310	- Painter, Automotive	19.42
05340	- Radiator Repair Specialist	18.81
05370	- Tire Repairer	15.78
05400	- Transmission Repair Specialist	20.23
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.83
07041	- Cook I	13.62
07042	- Cook II	15.12
07070	- Dishwasher	10.94
07130	- Food Service Worker	11.99
07210	- Meat Cutter	16.52
07260	- Waiter/Waitress	10.74
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.45
09040	- Furniture Handler	15.34
09080	- Furniture Refinisher	17.43
09090	- Furniture Refinisher Helper	16.15
09110	- Furniture Repairer, Minor	17.74
09130	- Upholsterer	20.46
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.37
11060	- Elevator Operator	10.37
11090	- Gardener	14.77
11122	- Housekeeping Aide	12.62
11150	- Janitor	12.59
11210	- Laborer, Grounds Maintenance	12.59
11240	- Maid or Houseman	12.68
11260	- Pruner	11.69
11270	- Tractor Operator	13.67
11330	- Trail Maintenance Worker	12.59
11360	- Window Cleaner	13.56
12000	- Health Occupations	
12010	- Ambulance Driver	19.15
12011	- Breath Alcohol Technician	19.15
12012	- Certified Occupational Therapist Assistant	26.42
12015	- Certified Physical Therapist Assistant	25.40
12020	- Dental Assistant	16.51
12025	- Dental Hygienist	35.03
12030	- EKG Technician	25.74

12035 - Electroneurodiagnostic Technologist	25.74
12040 - Emergency Medical Technician	19.15
12071 - Licensed Practical Nurse I	18.27
12072 - Licensed Practical Nurse II	20.45
12073 - Licensed Practical Nurse III	22.79
12100 - Medical Assistant	15.59
12130 - Medical Laboratory Technician	18.12
12160 - Medical Record Clerk	17.05
12190 - Medical Record Technician	19.08
12195 - Medical Transcriptionist	17.03
12210 - Nuclear Medicine Technologist	42.83
12221 - Nursing Assistant I	10.77
12222 - Nursing Assistant II	12.11
12223 - Nursing Assistant III	13.21
12224 - Nursing Assistant IV	14.83
12235 - Optical Dispenser	22.54
12236 - Optical Technician	14.17
12250 - Pharmacy Technician	16.46
12280 - Phlebotomist	15.93
12305 - Radiologic Technologist	31.88
12311 - Registered Nurse I	28.00
12312 - Registered Nurse II	34.26
12313 - Registered Nurse II, Specialist	34.26
12314 - Registered Nurse III	41.45
12315 - Registered Nurse III, Anesthetist	41.45
12316 - Registered Nurse IV	49.67
12317 - Scheduler (Drug and Alcohol Testing)	24.95
12320 - Substance Abuse Treatment Counselor	19.77
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.20
13012 - Exhibits Specialist II	27.51
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	20.20
13042 - Illustrator II	25.05
13043 - Illustrator III	27.64
13047 - Librarian	30.46
13050 - Library Aide/Clerk	15.52
13054 - Library Information Technology Systems Administrator	27.51
13058 - Library Technician	18.72
13061 - Media Specialist I	19.85
13062 - Media Specialist II	22.20
13063 - Media Specialist III	24.76
13071 - Photographer I	15.64
13072 - Photographer II	17.49
13073 - Photographer III	21.68
13074 - Photographer IV	26.51
13075 - Photographer V	32.08
13090 - Technical Order Library Clerk	13.71
13110 - Video Teleconference Technician	25.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.25
14042 - Computer Operator II	19.48
14043 - Computer Operator III	21.51
14044 - Computer Operator IV	23.91
14045 - Computer Operator V	26.47
14071 - Computer Programmer I	(see 1) 24.59
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.25
14160 - Personal Computer Support Technician		23.91
14170 - System Support Specialist		22.97
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.50
15020 - Aircrew Training Devices Instructor (Rated)		35.69
15030 - Air Crew Training Devices Instructor (Pilot)		41.62
15050 - Computer Based Training Specialist / Instructor		29.50
15060 - Educational Technologist		28.49
15070 - Flight Instructor (Pilot)		41.62
15080 - Graphic Artist		23.97
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		38.42
15086 - Maintenance Test Pilot, Rotary Wing		38.42
15088 - Non-Maintenance Test/Co-Pilot		38.42
15090 - Technical Instructor		19.87
15095 - Technical Instructor/Course Developer		24.31
15110 - Test Proctor		16.04
15120 - Tutor		16.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.90
16030 - Counter Attendant		11.90
16040 - Dry Cleaner		15.40
16070 - Finisher, Flatwork, Machine		11.90
16090 - Presser, Hand		11.90
16110 - Presser, Machine, Drycleaning		11.90
16130 - Presser, Machine, Shirts		11.90
16160 - Presser, Machine, Wearing Apparel, Laundry		11.90
16190 - Sewing Machine Operator		16.56
16220 - Tailor		17.72
16250 - Washer, Machine		13.05
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.34
19040 - Tool And Die Maker		24.66
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.30
21030 - Material Coordinator		19.21
21040 - Material Expediter		19.21
21050 - Material Handling Laborer		12.80
21071 - Order Filler		13.11
21080 - Production Line Worker (Food Processing)		15.30
21110 - Shipping Packer		15.06
21130 - Shipping/Receiving Clerk		15.06
21140 - Store Worker I		15.93
21150 - Stock Clerk		19.89
21210 - Tools And Parts Attendant		15.30
21410 - Warehouse Specialist		15.30
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.33
23019 - Aircraft Logs and Records Technician		24.10
23021 - Aircraft Mechanic I		27.07
23022 - Aircraft Mechanic II		28.33
23023 - Aircraft Mechanic III		29.37
23040 - Aircraft Mechanic Helper		21.93
23050 - Aircraft, Painter		26.48
23060 - Aircraft Servicer		24.10
23070 - Aircraft Survival Flight Equipment Technician		26.48
23080 - Aircraft Worker		25.17
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		25.17

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.07
23110 - Appliance Mechanic	24.30
23120 - Bicycle Repairer	15.78
23125 - Cable Splicer	29.84
23130 - Carpenter, Maintenance	23.90
23140 - Carpet Layer	21.37
23160 - Electrician, Maintenance	27.33
23181 - Electronics Technician Maintenance I	22.03
23182 - Electronics Technician Maintenance II	28.30
23183 - Electronics Technician Maintenance III	29.71
23260 - Fabric Worker	21.14
23290 - Fire Alarm System Mechanic	22.50
23310 - Fire Extinguisher Repairer	20.03
23311 - Fuel Distribution System Mechanic	23.31
23312 - Fuel Distribution System Operator	19.76
23370 - General Maintenance Worker	20.17
23380 - Ground Support Equipment Mechanic	27.07
23381 - Ground Support Equipment Servicer	24.10
23382 - Ground Support Equipment Worker	25.17
23391 - Gunsmith I	20.03
23392 - Gunsmith II	22.24
23393 - Gunsmith III	24.75
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.30
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.29
23430 - Heavy Equipment Mechanic	24.09
23440 - Heavy Equipment Operator	26.66
23460 - Instrument Mechanic	25.29
23465 - Laboratory/Shelter Mechanic	23.44
23470 - Laborer	12.80
23510 - Locksmith	19.47
23530 - Machinery Maintenance Mechanic	29.74
23550 - Machinist, Maintenance	20.67
23580 - Maintenance Trades Helper	20.86
23591 - Metrology Technician I	25.29
23592 - Metrology Technician II	26.48
23593 - Metrology Technician III	27.44
23640 - Millwright	23.20
23710 - Office Appliance Repairer	20.43
23760 - Painter, Maintenance	22.10
23790 - Pipefitter, Maintenance	26.83
23810 - Plumber, Maintenance	26.03
23820 - Pneudraulic Systems Mechanic	24.75
23850 - Rigger	28.15
23870 - Scale Mechanic	22.24
23890 - Sheet-Metal Worker, Maintenance	28.32
23910 - Small Engine Mechanic	17.87
23931 - Telecommunications Mechanic I	24.45
23932 - Telecommunications Mechanic II	27.59
23950 - Telephone Lineman	22.85
23960 - Welder, Combination, Maintenance	20.67
23965 - Well Driller	25.40
23970 - Woodcraft Worker	24.75
23980 - Woodworker	16.81
24000 - Personal Needs Occupations	
24550 - Case Manager	14.97
24570 - Child Care Attendant	12.74
24580 - Child Care Center Clerk	17.75
24610 - Chore Aide	11.04

24620 - Family Readiness And Support Services Coordinator	14.97
24630 - Homemaker	19.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.14
25040 - Sewage Plant Operator	30.12
25070 - Stationary Engineer	28.14
25190 - Ventilation Equipment Tender	22.77
25210 - Water Treatment Plant Operator	30.12
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.53
27007 - Baggage Inspector	12.46
27008 - Corrections Officer	28.25
27010 - Court Security Officer	28.63
27030 - Detection Dog Handler	20.45
27040 - Detention Officer	28.25
27070 - Firefighter	26.62
27101 - Guard I	12.46
27102 - Guard II	20.45
27131 - Police Officer I	28.20
27132 - Police Officer II	31.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.06
28042 - Carnival Equipment Repairer	13.74
28043 - Carnival Worker	11.26
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.52
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.57
28515 - Recreation Specialist	16.48
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	22.33
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.18
29020 - Hatch Tender	29.18
29030 - Line Handler	29.21
29041 - Stevedore I	28.02
29042 - Stevedore II	33.40
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.49
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.71
30021 - Archeological Technician I	19.86
30022 - Archeological Technician II	22.19
30023 - Archeological Technician III	26.16
30030 - Cartographic Technician	28.17
30040 - Civil Engineering Technician	25.49
30051 - Cryogenic Technician I	21.00
30052 - Cryogenic Technician II	23.19
30061 - Drafter/CAD Operator I	20.33
30062 - Drafter/CAD Operator II	22.74
30063 - Drafter/CAD Operator III	25.36
30064 - Drafter/CAD Operator IV	30.87
30081 - Engineering Technician I	16.94
30082 - Engineering Technician II	19.03
30083 - Engineering Technician III	23.33
30084 - Engineering Technician IV	26.37
30085 - Engineering Technician V	32.26
30086 - Engineering Technician VI	39.04
30090 - Environmental Technician	24.02
30095 - Evidence Control Specialist	18.96

30210 - Laboratory Technician	23.26
30221 - Latent Fingerprint Technician I	21.00
30222 - Latent Fingerprint Technician II	23.19
30240 - Mathematical Technician	28.17
30361 - Paralegal/Legal Assistant I	18.47
30362 - Paralegal/Legal Assistant II	22.89
30363 - Paralegal/Legal Assistant III	28.00
30364 - Paralegal/Legal Assistant IV	33.87
30375 - Petroleum Supply Specialist	23.19
30390 - Photo-Optics Technician	28.17
30395 - Radiation Control Technician	23.19
30461 - Technical Writer I	22.46
30462 - Technical Writer II	27.49
30463 - Technical Writer III	32.96
30491 - Unexploded Ordnance (UXO) Technician I	23.19
30492 - Unexploded Ordnance (UXO) Technician II	28.06
30493 - Unexploded Ordnance (UXO) Technician III	33.63
30494 - Unexploded (UXO) Safety Escort	23.19
30495 - Unexploded (UXO) Sweep Personnel	23.19
30501 - Weather Forecaster I	21.00
30502 - Weather Forecaster II	25.54
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.36
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.49
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.06
31020 - Bus Aide	13.60
31030 - Bus Driver	17.32
31043 - Driver Courier	15.16
31260 - Parking and Lot Attendant	12.22
31290 - Shuttle Bus Driver	16.04
31310 - Taxi Driver	13.55
31361 - Truckdriver, Light	16.04
31362 - Truckdriver, Medium	16.92
31363 - Truckdriver, Heavy	20.72
31364 - Truckdriver, Tractor-Trailer	20.72
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.68
99030 - Cashier	10.29
99050 - Desk Clerk	13.86
99095 - Embalmer	30.13
99130 - Flight Follower	23.19
99251 - Laboratory Animal Caretaker I	12.50
99252 - Laboratory Animal Caretaker II	13.75
99260 - Marketing Analyst	11.78
99310 - Mortician	30.13
99410 - Pest Controller	16.64
99510 - Photofinishing Worker	16.36
99710 - Recycling Laborer	18.30
99711 - Recycling Specialist	20.76
99730 - Refuse Collector	16.90
99810 - Sales Clerk	12.06
99820 - School Crossing Guard	15.13
99830 - Survey Party Chief	31.79
99831 - Surveying Aide	18.08
99832 - Surveying Technician	24.80
99840 - Vending Machine Attendant	15.96
99841 - Vending Machine Repairer	21.22
99842 - Vending Machine Repairer Helper	18.35

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2014, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).