



LAKE HAVASU CITY, ARIZONA

ADDENDUM NO. 1

Daytona Wash Reach 4

Project No: B24-PW-105004-500391

Dated: July 26, 2023

This addendum forms a part of the contract described above. The original documents in full force and effect are modified by the following changes. Addendum No. 1 will take precedence over any conflicting provision in the prior documents.

Each bidder shall acknowledge receipt of this addendum and by affixing its signature on the acknowledgement form attached, by noting this addendum on the Bid Form and by attaching this Addendum and/or acknowledgement to its bid.

The following changes are to be made and become part of the Bid/Contract Documents. The changes are as follows:

- 1) Pre-bid questions and responses prepared by the city are enclosed.
- 2) Enclosed are modifications to the Indemnification and Insurance requirements per specifications section 00500A-1.
- 3) Amend Technical Specification Section 100-6 Information for Bidders & 0020 Notice of Inviting Bids to state "All questions are to be directed to purchasing@lhcaz.gov by August 4, 2023".
- 4) Included Army Corp of Engineers Clean Water Act, Water Quality certification permit SPL-2022-00618 & ADEQ LTF#98908 (6 pages).
- 5) Please find the enclosed non-mandatory pre-bid agenda, sign in sheet.

By:

Mike Wolfe, P.E.

Date: 7/26/2023



Pre-Bid Questions and Responses:

- 1) Did Lake Havasu City department of public works notify the neighbors of the construction project along the Daytona Wash?
Lake Havasu City department of public works will notify residents prior to construction after the award of the project. All addresses listed on the plans with construction easements have already been notified. We advise the contractor to take a preconstruction video before construction begins after the notification to proceed (NTP).
- 2) How many calendar days is the project duration?
There is 270 Calendar days in the project duration.
- 3) Is there a geotechnical report?
A geotechnical report is located in the Appendix A of the specifications which is prepared by Nino and Moore. This report states important soil information such as shrinkage & compaction requirements that is anticipated in earthwork during construction of this project.
- 4) Can the 6'x2' precast v-wedge in the Drop Structure Detail on sheet 14 be flipped over and filled with grout?
Yes, it is acceptable to flip over the V-wedge and place grout in the notch in the precast V-wedge.
- 5) Can the contractor cut off the V-wedge notch?
It is preferred to flip over the v-wedge and place grout in the precast v-wedge.
- 6) How did you determine the quantity of Rip Rapp?
Typical Sections (A-A, B-B.C-C.D-D.E-E) are listed for each segment of channel on sheets D-01 & D-02. These Channel sections include rip rap that will be paid per linear foot of channel, not per quantity (TON, CY). It is important to read the payment description in the measurement and payment section of special provisions section SP01210. For example each Drop Structure has rip rap that is incidental to the item.
- 7) When was the latest Topography Survey drawings completed?
The topographic survey was completed in the fall of 2022.
- 8) In regards to the Green Drain & Page 15 details, a wire mesh is to be used for reinforcement steel. Can alternate material such as fiber reinforcements or Helix Steel reinforcement be used instead?
Please bid in accordance with the plans and specifications and use wire mesh.
- 9) May concrete be used instead of shotcrete?
Concrete may be used instead of shotcrete with the condition the concrete admixture conforms to specifications section 003300.

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

4. Professional Liability (Errors and Omissions Liability)*

***If Applicable**

- a. Each Claim \$2,000,000
- b. Annual Aggregate \$4,000,000

- 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' volunteers and employees' and workers' sole source of recovery in the event of loss or damage to its or their Personal Property. Any such insurance purchased and maintained by CONTRACTOR and any subcontractor, consultant or supplier shall include a waiver of subrogation as to Owner. CONTRACTOR waives all rights of

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- i. The policy shall be endorsed to include the following additional insured language: ***"Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR".***
- ii. Policy shall contain a waiver of subrogation against Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers and employees for losses arising from work performed by or on behalf of the CONTRACTOR.
- iii. Completed operations coverage shall remain effective for at least two years following expiration of CONTRACT.

2. Business Automobile Liability

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

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

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

3. Workers' Compensation and Employers' Liability

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

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

I. INDEMNIFICATION

Contractor shall indemnify and hold harmless City, its officers, volunteers 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	\$4,000,000
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	\$2,000,000

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, volunteers and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the CONTRACTOR, even if those limits of liability are in excess of those required by this CONTRACT.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this CONTRACT.

- E. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this CONTRACT shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days written notice to City. Such notice shall be mailed directly to Lake Havasu City, Community Investment Department, Procurement Division, 2330 McCulloch Blvd. North, Lake Havasu City, AZ, 86403 and shall be sent by certified mail, return receipt requested.
- F. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. CITY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE:
1. CONTRACTOR shall furnish CITY with certificates of insurance as required by this CONTRACT. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and the Project/contract number and project description shall be noted on the certificate of insurance.
 2. All certificates and endorsements are to be received and approved by CITY at least ten (10) days before work commences. Each insurance policy required by this CONTRACT must be in effect at or prior to commencement of work under this CONTRACT and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this CONTRACT, or to provide evidence of renewal, is a material breach of contract.
 3. All renewal certificates required by this CONTRACT shall be sent directly to Lake Havasu City, Community Investment Department, Procurement Division, 2330 McCulloch Blvd. North, Lake Havasu City, AZ, 86403. The Project/contract number and project description shall be noted on the certificate of insurance. CITY reserves the right to require complete, certified copies of all insurance policies required by this CONTRACT at any time.
- H. SUBCONTRACTORS: CONTRACTOR's certificate(s) shall include all subcontractors as insureds under its policies **or** CONTRACTOR shall furnish to CITY separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. APPROVAL: Any modification or variation from the insurance requirements in this CONTRACT must have prior approval from the CITY's Human

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Resources/Risk Management Division, whose decision shall be final. Such action will not require a formal CONTRACT amendment, but may be made by administrative action.

- J. EXCEPTIONS: In the event the CONTRACTOR or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.



Katie Hobbs
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



Karen Peters
Director

Clean Water Act § 401 Water Quality Certification Daytona 4 Wash Stabilization

1. Authorization

This State Water Quality Certification (WQC) is issued by the Arizona Department of Environmental Quality (ADEQ) under the authority of § 401(a) of the Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.) and Arizona Revised Statutes (ARS) § 49-202. This § 401 WQC will become part of the U.S. Army Corps of Engineers (USACE) § 404 permit SPL-2022-00618.

Based on the information provided and identified in Section 3, ADEQ certifies that the proposed activities for the Daytona 4 Wash Stabilization Project will not violate applicable Surface Water Quality Standards (SWQS) in Daytona Wash 4 and downstream in the Colorado River.

a. Location

Latitude: 34.465923 Longitude: -114.324102

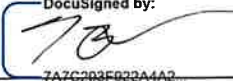
ADEQ PLC: 233629

ADEQ LTF: 98908

b. Project Proponent Information

City of Lake Havasu
Mike Wolfe
900 London Bridge Road
Lake Havasu, AZ 86403

Authorizing Signature

DocuSigned by:


7A7C203F022A4A2

7/11/2023

Trevor Baggio
Water Quality Division
Arizona Department of Environmental Quality

Date

2. Description of Certified Activities

Daytona Wash 4 is an unimproved, natural channel with upstream and downstream roadway grade control located at Snead Drive and Oak Drive, respectively. The area of proposed work in the channel is approximately 1,650 feet in length. Approximately 550 feet downstream of Snead Drive is the confluence with the Green Drain. The Upper Reach of Daytona Wash 4 is considered downstream of the Green Drain. Channel banks are considered steep to very steep; Upper Reach channel bank slopes are typically steeper. Bank material, particularly in the right bank of the Upper Reach, is considered erodible to highly erodible. Residential development flanks either side of the channel, and over time has become susceptible to the risk of damage from catastrophic channel bank failure. The project seeks to restore local channel stability.

The project proposes to provide channel stabilization using the following measures:

- A rectangular concrete channel extending downstream from Snead Drive through the confluence with the Green Drain (Upper Reach of Daytona Wash 4);
- An improved natural-bottom channel section having riprap-lined channel banks from just below the Green Drain confluence to Oak Drive (Lower Reach of Daytona Wash 4);
- A section of concrete channel transition in the vicinity of the Green Drain confluence that ties together the Upper Reach rectangular concrete channel section and the Lower Reach channel section;
- Two concrete drop structures located within the Lower Reach of Daytona Wash 4; and
- Concrete armoring of the Green Drain in the vicinity of the confluence with Daytona Wash

During construction of the project, temporary impacts to Daytona Wash 4 are anticipated to be 0.01 acres and these impacts are not anticipated to violate applicable SWQS. There will also be 0.89 acres of permanent impacts to the Wash, however, the project will result in a net benefit to the system and a safer, more stable, channel.

3. Information Reviewed

During the development of this WQC, ADEQ had access to and reviewed the following documents, which are on file with ADEQ:

- A. CWA § 401 WQC application package including the USACE PCN application and associated details, plans and maps; dated and received by ADEQ on May 17, 2023. Permittee: City of Lake Havasu, Mike Wolfe.

- B. USACE Public Notice: Daytona Wash 4 Stabilization Project, comment period March 13 – April 13, 2023. USACE Project Manager, Therese Carpenter.
- C. State of Arizona Surface Water Quality Standards (SWQS), Arizona Administrative Code (A.A.C.) Title 18, Chapter 11, Article 1, Appendix B. Designated uses for the Daytona Wash are: Aquatic and Wildlife Ephemeral (A&We) and Partial Body Contact (PBC).

4. Notification Provisions

For any correspondence regarding this project, the ADEQ mailing address is:

Arizona Department of Environmental Quality
Rosi Sherrill
Surface Water Permits / 401 WQCs
1110 West Washington Street, Phoenix, Arizona 85007

For questions or general comments:

Email: sherrill.laurie@azdeq.gov Voice: (602) 771-4409

In any correspondence, please reference:

Daytona 4 Wash Stabilization Project
USACE File No.: SPL-2022-00618
ADEQ LTF No.: 98908

5. Certification Notes:

This WQC applies only to the activities described in Section 2 and is based upon the information listed in Section 3.

As noted in Section 1, this WQC will become part of the USACE § 404 permit SPL-2022-00618 and is valid for the same time period as that permit. The project proponent must apply for renewal, modification or extension of this WQC if the CWA 404 permit is renewed, modified, extended or otherwise changed.

DEPARTMENT OF THE ARMY PERMIT

Permittee: Lake Havasu City; Mike Wolfe

Project Name: Daytona Wash

Permit Number: SPL-2022-00618

Issuing Office: Los Angeles District

Note: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:

To permanently discharge fill into 0.888 acre(s) of waters of the U.S., and to temporarily discharge fill into 0.01 acre(s) of waters of the U.S. (WUS) pursuant to Section 404 of the Clean Water Act of 1972, in association with the Daytona Wash Project as shown on the attached drawings.

Specifically, you are authorized to:

1. Permanently impact 0.888 acres of WUS within an unimproved natural channel in order to provide channel stabilization and remediate/prevent future channel degradation within Daytona Wash 4. Channel stabilization shall be accomplished utilizing the following measures:
 - a) a rectangular concrete channel extending downstream from Snead Drive through the confluence with the Green Drain (Upper Reach of Daytona Wash 4);
 - b) an improved natural-bottom channel section having riprap-lined channel banks from just below the Green Drain confluence to Oak Drive (Lower Reach of Daytona Wash 4);
 - c) a section of concrete channel transition in the vicinity of the Green Drain confluence that ties together the Upper Reach rectangular concrete channel section and the Lower Reach channel section;
 - d) two concrete drop structures located within the Lower Reach of Daytona Wash 4; and,

- e) concrete armoring of the Green Drain in the vicinity of the confluence with Daytona Wash 4.

Temporary impacts associated with construction activities are listed at 0.01 acres.

Project Location: Daytona Wash 4 within/near the city of Lake Havasu, Mohave County, Arizona (Latitude 34.465923°, -Longitude 114.324102°).

Permit Conditions:

General Conditions:

1. The time limit for completing the authorized activity ends on July 18, 2025. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification from this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.

7. You must notify this office as to the dates of commencement (within 10 days prior to the start of construction) and completion of the activity (within 10 days following the end of construction) using the enclosed forms.

Special Conditions:

1. Within 30 days of completion of the authorized work, you must sign and return the enclosed Certificate of Compliance (in accordance with General Condition 30).

2. Endangered Species Act: This Corps permit does not authorize you to take any threatened or endangered species or to adversely modify its designated critical habitat. In order to legally take a listed species, you must have separate authorization under the Endangered Species Act (ESA), e.g. ESA Section 10 permit, or a Biological Opinion (BO) under ESA Section 7, with "incidental take" provisions with which you must comply.

3. Cultural Resources: Pursuant to 36 C.F.R. section 800.13, in the event of any discoveries during construction of either human remains, archeological deposits, or any other type of historic property, the Permittee shall notify the Corps Regulatory Project Manager (Therese Carpenter at 602-230-6952) and the Corps' Regulatory Archeology Staff (Michael O'Hara at 213-215-3855) within 24 hours. The Permittee shall immediately suspend all work in any area(s) where potential cultural resources are discovered. The Permittee shall not resume construction in the area surrounding the potential cultural resources until the Corps Regulatory Division re-authorizes project construction, per 36 C.F.R. section 800.13.b.

4. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions. Best Management Practices were provided as part of Corps consultation with ADEQ and are incorporated by reference as a part of this permit. Your authorization under this Corps permit is conditional upon your compliance with all of the BMPs outlined in the document provided by ADEQ as part of their waiver for the project, which is attached hereto. Failure to comply with BMPs would constitute non-compliance with your Corps permit.

5. The permittee shall provide written notification to the Corps of Engineers at least ten (10) days prior to the start of work, as to the anticipated beginning and ending dates of construction. The permittee shall maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit.

6. A copy of the permit shall be on the job site at all times during construction. The permittee shall provide a copy of this permit to all construction representatives. The permittee shall require that all construction representatives read this authorization in its entirety and acknowledge they understand its contents and their responsibility to ensure compliance with all general and special conditions contained herein.

7. The permittee shall ensure that all project areas disturbed by construction-related activities are stabilized, and reseeded with a locally native plant species, and restored to their pre-project conditions/contours, to the maximum extent possible, upon project completion.

8. The construction limits for all work within waters of the U.S. shall be fenced, staked, or flagged prior to construction. The contractor(s) shall be thoroughly familiar with each of the project boundaries, and all perimeter markings shall be maintained intact for the life of the project. The contractor shall monitor each of the construction zones during the entire length of the contract to ensure fencing, staking, or flagging remains in place and that no vegetation is disturbed outside of the construction limits.

9. The permittee shall allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished within the terms and conditions of the permit.

Further Information:

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the River and Harbor Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. **Reliance on Applicant's Data.** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. **Reevaluation of Permit Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. **Extensions.** General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give you favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.


PERMITTEE Michael J. Wolfe 7.21.23
DATE

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.


Sallie Diebolt, Chief, Arizona Regulatory Branch 24 JULY 2023
DATE

ON BEHALF OF:

Andrew J. Baker
District Engineer
Colonel, U.S. Army

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

TRANSFEEE

DATE



**Daytona Wash 4
Non-Mandatory Pre-Bid Meeting Agenda
Tuesday, July 25, 2023 @ 11:00 am**

- 1.) Round table introduction and Sign-In Sheet.
- 2.) Project Plans and Specifications are available on City website and www.DemandStar.com.
- 3.) Deadline for questions is August 4, 2023 at 3:00 pm
- 4.) The scope of work includes, in general terms, the following:

This project consists of improvements to Daytona Wash between Snead Drive and Oak Drive. Improvements consist of grading, channel improvements, erosion protection, drop structures, and transition structures.

5.) Preparation and Submission of Bids:

- a. Found in section 00300.
- b. Discussion of Additive Option + Base Bid.
- c. Pay Estimate Template
- d. Addendum 1
 - Amended insurance requirements
General aggregate = 4 million
 - Amending technical specifications section 100-6, "All questions to purchasing@lhcaz.gov by August 4, 2023"
 - Army Corps of Engineers permits

6.) Contract Time:

- a. There are **270 Calendar days** allotted for the completion of the project.
- b. Bid Opening Date: August 16, 2023
- c. Anticipated Award Date: September 12, 2023
- d. Anticipated Contract Signing Date: October 2, 2023
- e. Anticipated Issuing NTP (Materials): October 9, 2023
- f. Anticipated Completion date: June 2024

7.) General questions?

