



**LAKE HAVASU CITY**

**INVITATION TO BID**

**CONTRACT DOCUMENTS**

**AND**

**TECHNICAL SPECIFICATIONS**

**106011**

**LONDON BRIDGE PIER D**

**REPAIRS RE-BID**

**LAKE HAVASU CITY**  
**CONTRACT DOCUMENTS**  
**VOLUME 1**

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**The following specifications are contained within this Invitation For Bids:**

LHC 1210 - MEASUREMENT AND PAYMENT

**The remaining applicable specifications can be accessed at:**

**<https://www.lhcaz.gov/public-works/engineering>**

***Please scroll down to the bottom of the webpage and notice there are clickable page numbers to access all specification documents.***

SECTION 00020  
**NOTICE INVITING BIDS**  
Lake Havasu City

**PROJECT NO.:** PW106011-500377

**PROJECT NAME:** London Bridge Pier D Repairs Re-Bid

**PRE-BID MEETING:** A **Non-Mandatory Pre-Bid Meeting** will be held on-site at London Bridge, 1340 McCulloch Blvd N, Lake Havasu City, AZ 86403 at 9:00 AM, Arizona Time, on Tuesday, July 11, 2023.

**BID DUE DATE:** July 26, 2023

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

**PROJECT DESCRIPTION:**

This project consists of Repairs to London Bridge Pier D.

**QUESTIONS:** All questions that arise relating to this solicitation shall be directed in writing to [purchasing@lhcaz.gov](mailto:purchasing@lhcaz.gov). To be considered, written inquiries shall be received at the above-referenced email address by July 13, 2023, 3:00 p.m. Arizona Time. Inquiries received will then be answered in an Addendum.

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.** Public openings may be attended virtually by accessing the following video conferencing system:

To join the meeting on a computer or mobile phone:

<https://bluejeans.com/2330864044?src=calendarLink>

Meeting ID: 233 086 4044

Phone Dial-in

+1.408.740.7256 (US (San Jose))

+1.888.240.2560 (US Toll Free)

**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](http://www.lhcaz.gov) or on DemandStar at [www.demandstar.com](http://www.demandstar.com). For documents obtained outside of DemandStar please contact [purchasing@lhcaz.gov](mailto:purchasing@lhcaz.gov) to be added to the planholders' list.

For technical information, contact Jason Hart, Project Manager, at [HartJ@lhcaz.gov](mailto:HartJ@lhcaz.gov) with a copy to [purchasing@lhcaz.gov](mailto:purchasing@lhcaz.gov).

**BONDS:**

Bid Bond:	<u>10%</u>
Labor and Material Bond:	<u>100%</u>
Faithful Performance Bond:	<u>100%</u>

**Project Completion Date:** 90 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: TODAY'S NEWS HERALD – June 20, 2023 and June 27, 2023  
ARIZONA BUSINESS GAZETTE – June 22, 2023 and June 29, 2023

**\*\* END OF SECTION \*\***

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 **London Bridge Pier D Repairs Re-Bid, Project No. 106011** 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, July 26, 2023**, where said Bids will be publicly opened and virtually 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. 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.

**4. 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.

## **5. 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.

## **6. 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.**

## **7. 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.

## **8. 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.

## **9. 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.

## **10. 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.

## **11. 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.

## **12. 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;

The number and scope of any conditions attached to the Bid; and;

The life cycle, maintenance, and performance of the equipment or product being offered.

**13. 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.

**14. 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 **90 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.

<b>SCHEDULE OF LIQUIDATED DAMAGES</b>		
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
From More Than	To and Including	Calendar Day or Fixed Rate
2,000,000	5,000,000	1,070
5,000,000	10,000,000	1,420
10,000,000	---0---	1,780

## **15. 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.

## **16. ADDENDA AND INTERPRETATIONS**

All questions that arise relating to this solicitation shall be directed in writing to:

Shannon Blakey

purchasing@lhcaz.gov

Administrative Services Department, Procurement Division

Lake Havasu City

2330 McCulloch Blvd. North

Lake Havasu City, AZ 86403

To be considered, written inquiries shall be received by the above-referenced contact by **July 13, 2023, 3:00 p.m. Arizona Time**. Inquiries received will then be answered in an Addendum. 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 such Addendum 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.

No informal contact initiated by offerors on this solicitation will be allowed with members of City staff from the date of distribution of this solicitation until after the closing date and time for the submissions of quotations. All questions or issues related to this solicitation shall be submitted in writing.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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:

Lake Havasu City, 2330 N. McCulloch Boulevard, Lake Havasu City, AZ 86403, 928.855.2116

Dodge Data & Analytics, 3315 Central Avenue, Hot Springs, AR, 71913, 871.375.2946, FAX 501.625.3544, [www.construction.com](http://www.construction.com), [dodge.bidding@construction.com](mailto:dodge.bidding@construction.com)

Colorado River Building Industry Association, 2182 McCulloch Blvd, Suite 3, Lake Havasu City AZ 86403, 928.453.7755, FAX 928.453.3175, [www.criba.org](http://www.criba.org), [frontdesk@criba.org](mailto:frontdesk@criba.org)

Northern AZ Home Builders, 1500 E. Cedar Avenue, Suite 86, Flagstaff AZ 86004, 928.779.3071, FAX 928.779.4211, [www.nazba.org](http://www.nazba.org), [info@nazba.org](mailto:info@nazba.org)

Performance Graphics Blueprinting, 4140 Lynn Drive, Suite 107, Fort Mohave, AZ, 86426, 928.763.6860, FAX 928.763.6835, [prints@pgblueprinting.net](mailto:prints@pgblueprinting.net)

Construction Market Data, 30 Technology Parkway South, Suite 500, Norcross, GA 30092-2912, 800.876.4045, FAX 800.303.8629, [www.cmdgroup.com](http://www.cmdgroup.com), [projects@cmdgroup.com](mailto:projects@cmdgroup.com)

ISqFt, 3301 N 24<sup>th</sup> Street, Phoenix, AZ, 85016, 800.364.2059, FAX 800.792.7508, [www.isqft.com](http://www.isqft.com), [arizonaplanroom@isqft.com](mailto:arizonaplanroom@isqft.com)

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](http://www.contractorsplanroom.com), [content@idtplans.com](mailto:content@idtplans.com)

Yuma/Southwest Contractors Association, 350 W. 16<sup>th</sup> Street, Suite 207, Yuma, AZ 85364, Phone: 928-539-9035, Fax: 928-539-9036, [www.yswca.com](http://www.yswca.com), [plans@yswca.com](mailto:plans@yswca.com)

Arizona Builders Exchange, 1700 N. McClintock Drive, Tempe, AZ, 85281,  
(480) 227-2620, [www.azbex.com](http://www.azbex.com), [rkettenhofen@azbex.com](mailto:rkettenhofen@azbex.com)

Construction Reports.com, 4110 N Scottsdale Road, Suite 335, Scottsdale, AZ, 85251,  
480.994.0020, FAX 480.994.0030, [www.constructionreports.com](http://www.constructionreports.com), [jess@constructionreports.com](mailto:jess@constructionreports.com)

Construction Reporter, 1609 2<sup>nd</sup> Street NW, Albuquerque, NM, 87102, 505.243.9793, FAX  
505.242.4758, [www.constructionreporter.com](http://www.constructionreporter.com), [jane@constructionreporter.com](mailto:jane@constructionreporter.com)

PlanRoom Central at A&E Reprographics, 1030 Sandretto Drive, Suite F, Prescott, AZ, 86305,  
928.442.9116, [www.a-erepro.com](http://www.a-erepro.com), [planroom1@a-erepro.com](mailto:planroom1@a-erepro.com)

Shirley's Plan Service, 425 S. Plumer Ave, Tucson, AZ, 85719, 520.791.7436, FAX 520.882.9208,  
[www.shirleysplanservice.com](http://www.shirleysplanservice.com), [bids@shirleysplanservice.com](mailto:bids@shirleysplanservice.com)

Construction Notebook Nevada, 3131 Meade Ave, Suite B, Las Vegas, NV, 89102-7885,  
702.876.8660, FAX 702.876.5683, [www.constructionnotebook.com](http://www.constructionnotebook.com)

The Blue Book Building & Construction Network, Jefferson Valley, NY 10535, 800.431.2584,  
[www.thebluebook.com](http://www.thebluebook.com), [info@thebluebook.com](mailto:info@thebluebook.com), [tdizon@mail.thebluebook.com](mailto:tdizon@mail.thebluebook.com)

Integrated Marketing Systems (IMS), 945 Hornblend Street, Suite G, San Diego, CA 92109,  
888.467.3151, FAX 858.490.8811, [www.imsinfo.com](http://www.imsinfo.com) , [ims@imsinfo.com](mailto:ims@imsinfo.com)

\*\* END OF SECTION \*\*

SECTION 01100  
**SUMMARY**

PART 1 – GENERAL

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Special Terms and Conditions and other Division 01, 02, and 03 Specification Sections, apply to this Section.

SUMMARY

Section Includes:

Project information.

- Work covered by Contract Documents.
- Preconstruction Conferences.
- Access to site.
- Coordination with occupants.
- Work restrictions.
- Product warranties.
- Labor warranties.
- Additional monitoring.

PROJECT INFORMATION

Project Identification: London Bridge (Pier D)

Project Location: London Bridge, Lake Havasu City, AZ

Owner: Lake Havasu City

Owner's Representative: Jason Hart, Project Manager, Planning, Design, and Construction Facility Services; (928) 854-0789; [HartJ@lhcaz.gov](mailto:HartJ@lhcaz.gov)  
Address: 900 London Bridge Road, Lake Havasu City, AZ 86403

Engineer: Kimley-Horn and Associates, Inc.

Engineer's Representative: Arnoldo Artilles, P.E.; (602) 906-1110;  
[Arnoldo.Artilles@kimley-horn.com](mailto:Arnoldo.Artilles@kimley-horn.com)  
Address: 7740 N 16<sup>th</sup> Street, Suite 300, Phoenix, AZ, 85020

WORK COVERED BY CONTRACT DOCUMENTS

The Work consists of furnishing all the labor, materials, equipment, services, and permits necessary to complete the structural and waterproofing repairs and rehabilitation defined within the Contract Documents and as identified during a Pre-Construction conference by the Engineer and Contractor and as summarized herein.

Contractor is responsible for completion of a visual survey and surface sounding of London Bridge to identify and clearly mark repair locations. Repair locations must be marked prior to the pre-construction conference. Contractor is responsible for determining actual extent and locations of repair areas in accordance with the bid documents and in coordination with the Engineer. Areas shown on the plans only represent typical types and approximate locations of repairs or deterioration.

Work shall be substantially complete within the date set forth in the Instructions to Bidders. Substantial completion will be provided for the project as a whole, not by repair type or installation dates.

The Work of Project is defined by the Contract Documents and generally consists of the following:

**Drain Hole Repair:** This Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to locate existing drain holes, remove previous drain hole repair materials, prepare drain holes, and install drain hole repair material, to prevent water from entering the hollow pier chamber. Refer to Specification Sections 025120, 025130, and 030130 for specific requirements.

**Rout and Seal Concrete Cracks:** This Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to rout existing concrete cracks and fill with new sealant. Refer to Specification Section 025120, 025130, 025140 for specific requirements.

**Waterproofing Repair:** This Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to waterproof the walls of the London Bridge Pier D chamber walls, floor, and columns. Refer to Specification Section 025120, 025130, 025140, and 025150 for specific requirements.

Type of Contract:

Project will be constructed under a single prime contract between Owner and Contractor.

#### PRECONSTRUCTION CONFERENCE

There shall be a pre-bid meeting to discuss specifics of the project.

#### PRECONSTRUCTION CONFERENCE

The Contractor will conduct required pre-construction conference. Based on the phasing plan prepared by the Contractor, there may be more than one pre-installation conference.

Following the Contractor's completion of a visual survey and surface sounding of London Bridge to identify and mark repair locations, a Pre-Construction Conference will be held on site. At this conference, the extent, types, locations, and quantities of repairs will be confirmed. The Owner, Engineer, and the Contractor's Superintendent will participate in this on-site meeting. This meeting will be scheduled by the Contractor and coordinated

with the Owner and Engineer. The conference will coincide with any pre-installation conferences that are required for specified repair products.

The Contractor's project manager and superintendent for this project must attend.

At a minimum, the Contractor should discuss the following items:

- Construction schedule
- Phasing Plan
- Critical work sequencing and long-lead items.
- Designation of key personnel and their duties.
- Extent, types, locations, and quantities of repairs.
- Lines of communications.
- Procedures for processing field decisions and Change Orders.
- Procedures for RFIs.
- Procedures for testing and inspecting.
- Procedures for preparing and submitting daily Contractor reports.
- Procedures for processing Applications for Payment.
- Submittal procedures.
- Preparation of record documents.
- Use of the premises.
- Work restrictions.
- Working hours.
- Owner's occupancy requirements.
- Construction waste management and recycling.
- Parking availability.
- Office, work, and storage areas.
- Equipment deliveries and priorities.
- First aid.
- Progress cleaning.

## ACCESS TO SITE

General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

Use of Site: Do not disturb portions of Project site beyond areas in which the Work is indicated.

Driveways, Walkways and Entrances: Keep a minimum of one lane clear and available to Owner, Owner's employees, vehicular traffic and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

Schedule deliveries to minimize use of travel lanes by construction operations.  
Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

Notify Owner not less than 2-weeks in advance of proposed deliveries or activities which require closures of driveways, walkways, and/or entrances.



Condition of Existing Bridge: The Contractor shall protect from damage the existing structure, adjacent structures, walls, curbs, columns, vehicles, bearings, equipment, stairs, etc. during construction activities. Repair of damage caused by construction operations is Contractor's responsibility and should be repaired to a condition equal to or superior than the existing condition.

The Contractor shall coordinate with Owner and/or owners of nearby establishments its own parking need and shall minimize the occupation of areas that are otherwise open to the public for parking during the construction. The Contractor shall provide for its own storage, containment, and protection and shall limit areas of storage to those shown on the Drawings to minimize use of spaces open to the public during construction. Coordinate needs for additional storage space with the Owner.

The Contractor shall include on their bid to cut, remove, and patch the two (2) embedded steel steps for easier access to the Pier D chamber.

## COORDINATION WITH OWNER

Full Owner Occupancy: Owner, Owner's employees, and traffic will occupy site during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner and traffic usage. Perform the Work so as not to interfere with Owner's and traffic's day-to-day operations. Maintain existing vehicular and pedestrian exits unless otherwise indicated.

Maintain access to existing sidewalks, walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct sidewalks, walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

Provide not less than 2-week notice to Owner of activities that will affect Owner's and traffic's operations.

Contractor shall provide adequate protection to ensure public safety.

## WORK RESTRICTIONS

Work Restrictions, General: Comply with restrictions on construction operations.

Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

Environmental Requirements: The London Bridge interior is a known bat roosting area. The Contractor shall in no way remove, harass, or harm bats present inside the bridge. At least 7 days prior to the start of construction, the Contractor will arrange for a biologist experienced in bat surveys to conduct preconstruction surveys using visual methods, to look for day-roosting bats, and to assess the extent of the roosting and the potential for disturbances. If bats are increasingly observed in the work areas during construction, the biologist shall reassess the disturbance to bats and provide measures to minimize the disturbance. If excessive disturbance to bats is likely, measures such as temporary

exclusion in work areas may be needed. Work within the bridge shall not occur from May 1<sup>st</sup> to August 31<sup>st</sup> if maternity roosts are present. The cost of the biologist and any work required to comply with this section is the responsibility of the Contractor and is considered incidental to the individual work items.

**On-Site Work Hours:** Contractor shall coordinate permitted working hours with Owner. Contractor shall utilize, when possible, any nights, weekends, and/or approved holidays for the completion of work as authorized by the Owner.

**Existing Utility Interruptions:** Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

Notify Owner not less than 2 weeks in advance of proposed utility interruptions.  
Obtain Owner's written permission before proceeding with utility interruptions.

**Noise, Vibration, and Odors:** Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption with Owner. Contractor shall develop dust, noise, etc. control measures, such as erecting and maintaining dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise, and submit to Owner and Engineer for approval.

Notify Owner not less than 2 weeks in advance of proposed disruptive operations.  
Obtain Owner's written permission before proceeding with disruptive operations.

Contractor shall minimize the disturbance to the traffic flow and parking stalls during repair process.

Contractor shall install and maintain traffic and pedestrian barricades to separate and protect public from construction activities throughout the garage.

Contractor shall install temporary signs to direct traffic and pedestrians safely around construction activities.

Traffic flagger, as required to maintain traffic flow, is Contractor's responsibility.

Contractor shall coordinate with the Owner the sequence of all work and any specific work restrictions related to the pedestrian or traffic flow that can be disrupted by the Contractor at any given time, as well as the shutdown.

Contractor shall submit construction phasing plans to the Engineer and Owner for review and approval. For each phase of work, the plan shall include construction activity, pedestrian or traffic flow restrictions, parking restrictions, locations of barricades, signage and traffic routes for vehicular access. At a minimum, the following should be maintained:

Pedestrian access across the bridge shall be maintained at all times.

Vehicular access across the bridge shall be maintained.

Contractor is responsible for construction phasing and signage plans. Construction phasing and signage plans shall be submitted to Owner and Engineer for review and approval within 14 days following Notice to Proceed.

The Contractor shall be aware that other Contractor(s) may be working at the project site concurrent to the execution of the scope of this work. Contractor shall cooperate fully with separate contractors so work on those contracts may be carried out smoothly without interfering with or delaying work under this contract.

The Contractor shall provide adequate measures to prevent site discharges from entering the storm drainage system including, but not limited to, containing, capturing, and properly disposing of the wastewater generated. Measures should be in compliance with applicable requirements of the Lake Havasu City.

## PRODUCT WARRANTIES

Product warranties: Provide a written warranty from the manufacturer against defects of materials for the following time frames for the following products.

1. SikaGard®-62: Five (5) years.
2. SikaQuick® VOH: Five (5) years.
3. Sikadur®-31: Five (5) years.
4. Sikadur®-32: Five (5) years.

### 1.10 LABOR WARRANTIES

- A. Labor warranties: A Contractor warranty against repair defects for a period of two (2) years, beginning with the date of substantial completion of the project.

### 1.11 ADDITIONAL MONITORING

- A. Contractor is responsible for monitoring the pier chamber once a week for one (1) month after the date of substantial completion of the project. Leak detection systems may be used to monitor the moisture levels in the pier chamber.
- B. Contractor is responsible for monitoring of the pier chamber four (4) additional times, once every six (6) months for a total of two (2) years, following the completion of Section 1.11 (A). Leak detection systems may be used to monitor the moisture levels in the pier chamber.

## PART 3 - PRODUCTS (NOT APPLICABLE)

## PART 3 - EXECUTION (NOT APPLICABLE)

**\*\* END OF SECTION \*\***

SECTION 00300  
**BID PROPOSAL**

Lake Havasu City, Arizona

The undersigned, as bidder, declares that we have received and examined the documents entitled " \_\_\_\_\_, **Project No.** \_\_\_\_\_" 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 \_\_\_\_\_, **Project No.** \_\_\_\_\_ 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>
<b>00300</b>	<b>Bid Proposal</b>	✓ _____
<b>00310</b>	<b>Bid Schedule</b>	_____
<b>00400</b>	<b>Arizona Statutory Bid Bond</b>	_____
<b>00420</b>	<b>Bidder's Statement of Qualifications</b>	_____
<b>00430</b>	<b>Affidavit of Contractor Certifying That There Was No Collusion In Bidding For Contract</b>	_____
<b>00450</b>	<b>Hazard Communication Program</b>	_____
<b>00460</b>	<b>Employment Eligibility Verification</b>	_____

**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 \*\***

SECTION 00310  
**BID SCHEDULE**  
**LAKE HAVASU CITY**

LONDON BRIDGE PIER D REPAIRS RE-BID  
106011

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

The City Council:

Pursuant to request for bids to be opened the 26th day of July, 2023 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 **London Bridge Pier D Repairs Re-Bid, Project No. 106011**

SECTION 310

**BID SCHEDULE – London Bridge Pier D Repairs – Addendum**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE<sup>1</sup> (Word)</u>	<u>UNIT PRICE (Figure)</u>	<u>ITEM TOTAL COSTS<sup>2</sup></u>
<b><u>BASE BID</u></b>						
1	De-Watering Pier Chamber	1	L.S.	_____	\$ _____	\$ _____
2	Mobilization	1	L.S.	_____	\$ _____	\$ _____
3	Crack Repair	5	L.F.	_____	\$ _____	\$ _____
4	Drain Hole Repair	6	EA.	_____	\$ _____	\$ _____
5	Waterproofing	1810	S.F.	_____	\$ _____	\$ _____
6	Force Account	1	L.S.	Thirty Thousand Dollars	\$ 30,000	\$ 30,000
<b>BASE BID TOTAL<sup>3</sup> + FORCE ACCOUNT</b>					\$ _____	\$ _____

<sup>1</sup> The “Unit Price” column shall indicate unit or lump sum prices for each bid item and shall be indicated in written and numerical form.

<sup>2</sup> 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.

<sup>3</sup> The “Bid Total” amount shall be the sum of all costs listed in the “Item Total Costs” column.

00310-3



The unit prices for **London Bridge Pier D Repairs Re-Bid, 106011**, 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 \_\_\_\_\_

EMAIL: \_\_\_\_\_

Seal - if Bid by a corporation

AZ Contractor's License No: \_\_\_\_\_ Type \_\_\_\_\_

**\*\* END OF SECTION \*\***

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

\_\_\_\_\_, **Project** **No.**  
\_\_\_\_\_

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: \_\_\_\_\_  
Principal Attorney-in-Fact

Its: \_\_\_\_\_  
Principal's Title Agency of Record

\_\_\_\_\_  
Agency Address

**\*\* END OF SECTION \*\***

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:

\_\_\_\_\_

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

List trades:

\_\_\_\_\_

\_\_\_\_\_

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:

<b>Project Name</b>	<b>Name, Email Address &amp; Telephone Number of Owner</b>	<b>Project Location</b>	<b>Contract Amount</b>	<b>Contract Date</b>	<b>Percent Complete</b>	<b>Scheduled Completion</b>

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

<b>Project Name</b>	<b>Name, Email Address &amp; Telephone Number of Owner</b>	<b>Project Location</b>	<b>Contract Amount</b>	<b>Date Awarded</b>	<b>Date Completed</b>	<b>Percent with Own Forces</b>

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.

<u>Subcontractor</u>	<u>Description of Work</u>	<u>% of Total Project</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total % of all Subcontractor's work on	_____



\_\_\_\_\_ project \_\_\_\_\_

Total % for Prime Contractor \_\_\_\_\_

19. Dated at \_\_\_\_\_ this \_ day of \_\_\_\_\_, \_\_\_\_\_

Name of Organization: \_\_\_\_\_

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

Title: \_\_\_\_\_

**\*\* END OF SECTION \*\***

SECTION 00430  
**AFFIDAVIT OF CONTRACTOR  
CERTIFYING THAT THERE WAS  
NO COLLUSION IN BIDDING  
FOR CONTRACT**

STATE OF            )  
                          ) ss  
CITY OF            )

(NAME OF INDIVIDUAL)

BEING DULY SWORN, DEPOSES AND SAYS:

THAT HE IS \_\_\_\_\_

(TITLE)

OF \_\_\_\_\_

(NAME OF BUSINESS)

THAT PURSUANT TO SECTION 34-253 OF THE ARIZONA REVISED STATUTES, HE CERTIFIES AS FOLLOWS:

THAT NEITHER HE NOR ANYONE ASSOCIATED WITH SAID

\_\_\_\_\_  
(NAME OF BUSINESS)

HAS DIRECTLY, OR INDIRECTLY, ENTERED INTO ANY CONTRACT, PARTICIPATED IN ANY COLLUSION OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROJECT.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
NAME OF BUSINESS

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_

\*\* END OF SECTION \*\*

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:**

\_\_\_\_\_ will verify that all containers received for use by this company will: (name/title of individual)

- \* 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

\_\_\_\_\_ .  
\_\_\_\_\_ will be responsible for ensuring that:  
(name/title of individual)

- \* 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

END OF SECTION

SECTION 00460  
**EMPLOYMENT ELIGIBILITY VERIFICATION FORM AGREEMENT**

**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.

**LIST OF ACCEPTABLE DOCUMENTS:**

LIST A		LIST B		LIST C
Documents that Establish Both		Documents that Establish		Documents that Establish
U.S. Passport (unexpired or expired)	OR	Driver's license or ID Card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth	AND	U.S. social security card issued by the Social Security Administration
Certificate of U.S. Citizenship		ID card issued by a federal, state or local government agencies or entities, provided it contains a photograph or information		Certification of Birth Abroad issued by the Department of State
Certificate of Naturalization		School ID card with photograph		Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying
Unexpired foreign passport with I-551 stamp or attached federal Form I-94		Voter's registration card		Native American tribal document
Permanent Resident Card or Alien		U.S. Military card or draft record		U.S. Citizen ID Card
Unexpired Temporary		Military dependent's ID card		ID Card for the use of Resident Citizen in the
Unexpired Employment		U.S. Coast Guard Merchant Mariner Card		Unexpired employment authorization document issued by DHS
Unexpired Reentry		Native American tribal		
Unexpired Refugee Travel Document		Driver's license issued by a		
Unexpired Employment Authorization Document issued by DHS that contains a				<b>For persons under age 18 who are unable to present a document listed above:</b> School record or report card; Clinic.

**EMPLOYER VERIFICATION OF EMPLOYMENT ELIGIBILITY & FORM**

The undersigned attests under penalty of perjury, that they have reviewed the documents presented to them by their employees, and that the documents provided to the undersigned by their employees, as more particularly identified in the attached exhibit entitled "list of acceptable documents" appear to be genuine and appear to relate to the employee name, and to the best of the undersigned's knowledge, the employee is eligible to work in the United States based upon the undersigned's review of the documents presented.

<b>Signature of Authorized Representative of Covered Employer/Contractor/Subcontractor</b>	<b>Print Name</b>	<b>Title</b>
<b>Business or Organization Name</b>	<b>Business Phone Number</b>	<b>Date (month/date/year)</b>
<b>Address (Street Name and Number)</b>		
<b>City, State, Zip Code</b>		



SECTION 00500  
CONTRACT

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

WHEREAS, OWNER has developed plans for and desires to commence the Havasupai Wash #3, Project No. DR1030 ("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 PROJECT;
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 **XX 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 **\$XXX** 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 **\$XXXXX** 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
- 00685 Certificate of Substantial Completion
- 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. 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.

10. Israel. If applicable, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in, a boycott of goods and services from Israel, as defined in A.R.S. § 35-393.

11. Conflict of Interest. The Contract may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

12. Forced Labor of Ethnic Uyghurs Certification. If applicable, Contractor certifies that it does not currently, and agrees for the duration of the Contract that it will not, use: (1) the

forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware it is not in compliance with this certification, it shall notify the City within five business days after becoming aware. This Contract will terminate upon failure to remedy the noncompliance within 180 days of the notification. (A.R.S. § 35-394)

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: \_\_\_\_\_

**CONTRACTOR:**

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

Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

ATTEST:

BY: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**\*\* END OF SECTION \*\***

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

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

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

g. General Aggregate	\$2,000,000
h. Each Occurrence	\$1,000,000
i. Products – Completed Operations Aggregate	\$1,000,000
j. Personal and Advertising Injury	\$1,000,000
k. Blanket Contractual Liability – Written and Oral	\$1,000,000
l. Fire Legal Liability	\$ 50,000
m. Excess Liability	\$5,000,000

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

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

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

2. **Business Automobile Liability**

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

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

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

ii. Policy shall contain a waiver of subrogation against Lake

Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers and employees for losses arising from work performed by or on behalf of the CONTRACTOR.

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

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

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

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

**\*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' volunteers and employees' and workers' sole source of recovery in the event of loss or damage to its or their Personal Property. Any such insurance purchased and maintained by CONTRACTOR and any subcontractor, consultant or supplier shall include a waiver of subrogation as to Owner. CONTRACTOR waives all rights of recovery, whether under subrogation or otherwise, against all such parties for loss or damage covered by CONTRACTOR's property insurance. CONTRACTOR shall require the same waivers from all subcontractors and suppliers and from the insurers issuing property insurance policies relating to the Work or the Project purchased and maintained by all subcontractors and suppliers. The waivers of subrogation referred to in this subparagraph shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property which is the subject of the loss or damage.

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

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

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

1. Lake Havasu City, its departments, agencies, boards, commissions and its officers, officials, agents, volunteers and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the CONTRACTOR, even if those limits of liability are in excess of those required by this CONTRACT.
  2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this CONTRACT.
- E. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this CONTRACT shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days written notice to City. Such notice shall be mailed directly to Lake Havasu City, Community Investment Department, Procurement Division, 2330 McCulloch Blvd. North, Lake Havasu City, AZ, 86403 and shall be sent by certified mail, return receipt requested.
- F. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. CITY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE:
1. CONTRACTOR shall furnish CITY with certificates of insurance as required by this CONTRACT. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and the Project/contract number and project description shall be noted on the certificate of insurance.
  2. All certificates and endorsements are to be received and approved by CITY at least ten (10) days before work commences. Each insurance policy required by this CONTRACT must be in effect at or prior to commencement of work under this CONTRACT and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this CONTRACT, or to provide evidence of renewal, is a material breach of contract.
  3. All renewal certificates required by this CONTRACT shall be sent directly to Lake Havasu City, Community Investment Department, Procurement Division, 2330 McCulloch Blvd. North, Lake Havasu City, AZ, 86403. The Project/contract number and project description shall be noted on the certificate of insurance. CITY reserves the right to require complete,

certified copies of all insurance policies required by this CONTRACT at any time.

- H. **SUBCONTRACTORS:** CONTRACTOR's certificate(s) shall include all subcontractors as insureds under its policies **or** CONTRACTOR shall furnish to CITY separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. **APPROVAL:** Any modification or variation from the insurance requirements in this CONTRACT must have prior approval from the CITY's Human Resources/Risk Management Division, whose decision shall be final. Such action will not require a formal CONTRACT amendment, but may be made by administrative action.
- J. **EXCEPTIONS:** In the event the CONTRACTOR or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

SECTION 00500B  
**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 Human Resources/Risk Management Division  
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.

SECTION 00670  
**NOTICE OF AWARD**

**TO:**

**DATE:**

**PROJECT DESCRIPTION:**

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 \$, to include (LIST BID ITEMS AWARDED).

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.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

Lake Havasu City, Arizona

BY: \_\_\_\_\_

NAME: Kimberly Fiumara

TITLE: Purchasing & Grants Supervisor

**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 \_\_\_\_ day of \_\_\_\_\_, 2015.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

\*\* END OF SECTION \*\*

SECTION 00680  
**NOTICE TO PROCEED**

**DATE:**

**TO:**

**RE:**

You are hereby notified to commence WORK in accordance with the Contract dated \_\_\_\_\_, within ten (10) calendar days of the date of this Notice To Proceed, and you are to complete the WORK within 90 CALENDAR DAYS, with a completion date of \_\_\_\_\_. The period for completion may be extended through the authorized and approved change order process.

OWNER: Lake Havasu City, Arizona

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

Name: Kimberly Fiumara

Title: Purchasing & Grants Supervisor

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 \*\***

SECTION 00685  
**CERTIFICATE OF SUBSTANTIAL COMPLETION**

I hereby state that the degree of completion of:

**LONDON BRIDGE PIER D REPAIRS RE-BID**  
**Project No. 106011**

Provides the full-time use of the project, or defined portion of the project, for the purposes for which it was intended and is the commencement of the Guarantee Period.

"Substantial Completion" shall not be considered as final acceptance.

**Lake Havasu City, Arizona**

Date: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

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

Receipt of the above **CERTIFICATE OF SUBSTANTIAL COMPLETION** is hereby acknowledged this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-original:

E-copy: Procurement ([Purchasing@lhcaz.gov](mailto:Purchasing@lhcaz.gov))  
Lake Havasu City, City Clerk ([CityClerk@lhcaz.gov](mailto:CityClerk@lhcaz.gov))

SECTION 00690  
**CERTIFICATE OF COMPLETION**

I hereby state that all goods and services required by:

**Project Name**  
**Project Number**

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 \*\***

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
  - D. 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:

**Project Name & Project No. \_\_\_\_\_**

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 \*\***

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 DEFINITION OF TERMS**

Wherever in these documents the word "ENGINEER" appears, it shall be understood to mean Lake Havasu City Public Works Department, Engineering Division.

**3.0 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.

**4.0 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.

**5.0 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.

**6.0 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.

**7.0 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.

**8.0 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 Article 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.

**9.0 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.

**10.0 BURNING OF VEGETATION**

No burning of vegetation will be allowed.

## **11.0 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.

## **12.0 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.

### **13.0 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.

### **14.0 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.

### **15.0 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.

### **16.0 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.





## **17.0 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.

## **18.0 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.

## **19.0 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.

## **20.0 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.

### **21.0 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

### **22.0 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.

### **23.0 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.

## **24.0 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.

## **25.0 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.

**26.0** **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 Contract 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 Contracts, 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 Contract.

**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.

**27.0** **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.

**\*\* END OF SECTION \*\***

SECTION 02512  
**DE-WATERING PIER CHAMBER**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Special Terms and Conditions and other Division 01-03 Specification Sections, apply to this Section.

SUMMARY

This Section includes the provision of all labor, materials, equipment, supervision, and incidentals necessary to de-water Pier D chamber.

PRODUCTS (NOT APPLICABLE)

DEFINITIONS (NOT APPLICABLE)

EXECUTION (NOT APPLICABLE)

INSPECTION

- A. Contractor: Locate placement of equipment in relation to Pier D.

REMOVAL WATER IN PIER D CHAMBER

There is existing infrastructure to de-water the pier chamber. The Contractor shall inspect and determine if this infrastructure can be used.

Equipment size is limited to the existing hatch opening dimensions. No modifications may be made to these openings. Modifications to the existing ramps within the structure may be undertaken by the Contractor as necessary to accommodate proposed equipment and as approved by the Engineer.

A de-watering plan shall be submitted to the Engineer for review and approval prior to the start of work. The plan shall include equipment to be used, a traffic control



plan, a general outline of work, including approaches to accessing the bridge, transporting and positioning the equipment, and a work schedule.

Water pumped from the bearing chamber may not be discharged into the Colorado River. Water shall be contained and transported to a receiving facility. Coordination with the receiving facility is the responsibility of the Contractor.

Pump equipment shall remain on-site to provide continuous water removal until the appropriate repairs can be made to the Pier D bearing chamber.

The Engineer shall be notified a minimum of one week prior to the scheduled de-watering so that an inspection can be made after the water is removed. This inspection is intended to verify the approaches outlined in the bearing chamber repair details.

Once the pier chamber is de-watered, the pier chamber shall be dried to allow for a Kimley-Horn inspection of cracks in pier chamber walls.

**\*\* END OF SECTION \*\***

SECTION 02513  
**GENERAL CONCRETE SURFACE PREPARATION**

PART 1 – GENERAL

1.1 DEFINITIONS

- A. DELAMINATIONS: Fracture planes, "internal cracks", within concrete. Typically, these fractures are parallel to the member face and vary in depth.

NEAR-VERTICAL CHIPPED EDGES: Provide an edge dressed to within 20 deg of perpendicular of finished surface.

SPALLS: Potholes, cavities, or voids in floor slabs, beams, columns, and walls. Usually result of delamination migrating to face of concrete member. When fracture finally reaches surface, concrete encompassed by delamination breaks away, resulting in spall.

UN SOUND CONCRETE: Concrete exhibiting one or more of:  
Incipient fractures present beneath existing delaminated or spalled surfaces.  
Honeycombing  
Friable or punky areas  
Deterioration from freeze-thaw action

SCALING: Deterioration which attacks mortar fraction (paste) of concrete mix. First appears as minor flaking and disintegration of concrete surface. Scaling eventually progresses deeper into concrete, exposing aggregate which breaks away. Concrete scaling is caused by freeze-thaw action. If concrete is frozen in saturated state, excess water freezing in concrete causes high internal stresses.

SHOTBLASTING: Scarification of concrete surfaces using an abraded metal shot-rebound. See Corps of Engineer's Manual EM 1110-2-2002 and the National Cooperative Highway Research Program's Report #99 for a more detailed definition.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 4 - EXECUTION (NOT APPLICABLE)

\*\* END OF SECTION \*\*

SECTION 02514  
**CONCRETE SURFACE PREPARATION FOR CRACK REPAIR**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Terms and Conditions and other Division 01-03 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the provision of all labor, materials, equipment, supervision, and incidentals necessary to locate all cracked areas at the pier chamber walls and pier chamber floor and preparation of existing surface cracks to receive epoxy injection.

Related Sections: The following Sections contain requirements that relate to this Section:

Division IV Section "General Concrete Surface Preparation"  
Division IV Section "Cast-in-Place Concrete Maintenance and Drain Hole Repair"

1.3 REFERENCES

- B. "Specifications for Structural Concrete for Buildings" (ACI 301) by American Concrete Institute, herein referred to as ACI 301, is included in total as specification for this structure except as otherwise specified herein.

Comply with provisions of following codes, specifications, and standards except where more stringent requirements are shown on Drawings or specified herein:

"Guideline for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion", International Concrete Repair Institute (ICRI) Guideline No. 310.1-R-2008  
"Guide to Concrete Repair" (ACI 546-14), American Concrete Institute

## PART 2 - PRODUCTS (NOT APPLICABLE)

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Contractor: Locate cracks by visual inspection and mark boundaries with chalk or paint.

### 3.2 CLEANING OF REINFORCEMENT AT CRACK LOCATIONS

- A. All exposed steel shall be cleaned of rust to bare metal by sand-blasting. Cleaning shall be completed immediately before epoxy injection to ensure that base metal is not exposed to elements and further rusting for extended periods of time. Engineer/Architect may require entire bar diameter be cleaned.
- B. After all sand-blasting operations and cleanup are completed, paint all exposed steel with an approved epoxy. Protect prepared surfaces from damage prior to and during epoxy injection.

### 3.3 PREPARATION OF CAVITY FOR PATCH PLACEMENT

- A. Cavities shall be sand-blasted. Air-blasting is required as final step to remove sand. All debris shall be removed from site prior to commencement of epoxy injection.

**\*\* END OF SECTION \*\***

SECTION 02515  
**DRAIN HOLE PREPARATION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Terms and Conditions and other Division 01-03 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the provision of all labor, materials, equipment, supervision, and incidentals necessary to locate and remove all previous drain hole repair work, removal of all previous work, and preparation of drain holes to receive patching material.

1.3 DEFINITIONS

- A. DRAIN HOLE: Opening at base of pier chamber wall.
- B. WOOD PEG: Wooden blocks inserted in the drain hole openings as part of a previous repair attempt.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 INSPECTION

- A. Contractor: Locate drain holes by visual inspection and mark locations with chalk or paint.

3.2 REMOVAL OF STEEL PLATE AND ANCHORS

- A. Drain holes are covered by a steel plate with anchors and nuts attaching the plate to the pier chamber wall. All nuts on the anchors shall be removed.

- B. The anchors shall then be carefully removed from the wall as to minimize any damage to the pier chamber wall.
- C. Once all anchors are removed from the wall, the steel plate shall be removed from the surface exposing the drain hole.

### 3.3 REMOVAL OF WOOD PEGS

- A. Wood pegs are inserted in the openings of the drain holes. The wood pegs shall be carefully removed from the inside of the drain holes to prevent any damage to the surrounding concrete.

### 3.4 REMOVAL OF ADHESIVE MATERIAL

- A. All adhesive material from the previous repair shall be removed and cleaned thoroughly as to completely expose the concrete surface underneath.

### 3.5 CLEANING OF DRAIN HOLES

- A. Air-blasting is required as final step to remove sand and debris from inside the drain hole opening and surrounding the drain hole. All debris shall be removed from site prior to commencement of the drain hole closure.

### 3.6 DRAIN HOLE PLUG

- A. A drain hole plug shall be placed in the drain hole prior to the application of the mortar to prevent water from disrupting the repair. The plug shall initially consist of an approved polyurethane-based foam placed inside of the drain hole. After the foam expands, the foam shall be cut so that the face of the foam is flat. Sikagard®-62 or approved equal shall be placed along the flat face of the foam.

\*\* END OF SECTION \*\*

SECTION 03013  
**CAST-IN-PLACE CONCRETE MAINTENANCE**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Terms and Conditions and other Division 01 - 02 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
  - 1. Repair of cracks in concrete.
- B. Related Sections include the following:
  - 1. Division IV Section "General Concrete Surface Preparation"
  - 2. Division IV Section "Concrete Surface Preparation for Crack Repair"
  - 3. Division IV Section "Drain Hole Preparation"

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include material descriptions, chemical composition, physical properties, test data, and mixing, preparation, and application instructions.
- B. Qualification Data: For installers:
  - 1. For products required to be installed by workers approved by product manufacturers, include letters of acceptance by product manufacturers certifying that installers are approved to apply their products.

- C. Material Certificates: For each type of product indicated, signed by manufacturers.
- D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency.
- E. Rehabilitation Program: For each phase of rehabilitation process, including protection of surrounding materials and Project site during operations. Describe in detail materials, methods, equipment, and sequence of operations to be used for each phase of the Work.
  - 1. If alternative materials and methods to those indicated are proposed for any phase of rehabilitation work, submit substitution request and provide a written description of proposed materials and methods, including evidence of successful use on other comparable projects, and a testing program to demonstrate their effectiveness for this Project.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Installer that employs workers trained and approved by manufacturer to apply corrosion-inhibiting epoxy and concrete patching.
- B. Manufacturer Qualifications: Manufacturer that employs factory-trained representatives who are available for consultation and Project-site inspection.
- C. Source Limitations: Obtain corrosion-inhibiting epoxy, concrete patching and rebuilding materials, each, through one source from a single manufacturer.
- D. Preinstallation Conference: Conduct conference at Project site prior to beginning work.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in manufacturer's original and unopened containers, labeled with type and name of products and manufacturers.
- B. Comply with manufacturer's written instructions for minimum and maximum temperature requirements and other conditions for storage.



- C. Store cementitious materials off the ground, under cover, and in a dry location.
- D. Store aggregates, covered and in a dry location, where grading and other required characteristics can be maintained and contamination avoided.

## 1.6 PROJECT CONDITIONS

- A. Refer to Manufacturer's recommendations for project additional condition limitations and restrictions than listed below.
- B. Environmental Limitations for Epoxies: Do not apply when air and substrate temperatures are outside limits permitted by manufacturer. During hot weather, cool epoxy components before mixing, store mixed products in shade, and cool unused mixed products to retard setting. Do not apply to wet substrates unless approved by manufacturer.
  - 1. Use only Class A epoxies when substrate temperatures are below or are expected to go below 40 deg F within 8 hours.
  - 2. Use only Class A or B epoxies when substrate temperatures are below or are expected to go below 60 deg F within 8 hours.
  - 3. Use only Class C epoxies when substrate temperatures are above and are expected to stay above 60 deg F for 8 hours.
- C. Cold-Weather Requirements for Cementitious Materials: Do not apply unless air temperature is below 40 deg F and will remain so for at least 48 hours after completion of Work.
- D. Cold-Weather Requirements for Cementitious Materials: Comply with the following procedures:
  - 1. When air temperature is below 40 deg F, heat patching material ingredients and existing concrete to produce temperatures between 40 and 90 deg F.
  - 2. When mean daily air temperature is between 25 and 40 deg F, cover completed Work with weather-resistant insulating blankets for 48 hours after repair or provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for 48 hours after repair.

3. When mean daily air temperature is below 25 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for 48 hours after repair.
- E. Hot-Weather Requirements for Cementitious Materials: Protect repair work when temperature and humidity conditions produce excessive evaporation of water from patching materials. Provide artificial shade and wind breaks, and use cooled materials as required. Do not apply to substrates with temperatures of 90 deg F and above.

## PART 3 - PRODUCTS

### 3.1 BONDING AGENTS

- A. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent: Product that consists of water-insensitive epoxy adhesive, portland cement, and water-based solution of corrosion-inhibiting chemicals that forms a protective film on steel reinforcement.
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Sikadur®-32 Hi-Mod by Sika Corporation
    - b. Or approved equal.

### 3.2 MORTARS

- A. Drain Hole Patching Mortar:
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. SikaQuick® VOH with Sikadur®-32 Hi-Mod as a bonding agent by Sika Corporation.
    - b. Or approved equal.

### 3.3 WATERPROOFING

#### A. Waterproofing:

1. Products: Subject to compliance with requirements, provide one of the following:
  - a. Sikagard®-62 by Sika Corporation.
  - b. Or approved equal.

### 3.4 MIXES

#### A. Mix products, in clean containers, according to manufacturer's written instructions.

1. Add clean silica sand and coarse aggregates to products only as recommended by manufacturer.
2. Do not add water, thinners, or additives unless recommended by manufacturer.
3. When practical, use manufacturer's premeasured packages to ensure that materials are mixed in proper proportions. When premeasured packages are not used, measure ingredients using graduated measuring containers; do not estimate quantities or use shovel or trowel as unit of measure.
4. Do not mix more materials than can be used within recommended open time. Discard materials that have begun to set.

## PART 4 - EXECUTION

### 4.1 EXAMINATION

- A. Notify Engineer seven days in advance of dates when areas of cracks and drain holes will be located.
- B. Locate areas of cracks and mark boundaries.
- C. Mark drain hole locations.

## 4.2 PREPARATION

- A. Protect people, motor vehicles, equipment, surrounding construction, Project site, plants, and surrounding buildings from injury or damage resulting from concrete rehabilitation work.
  - 1. Erect and maintain temporary protective covers over pedestrian walkways and at points of entrance and exit for people and vehicles, unless such areas are made inaccessible during the course of concrete rehabilitation work.
  - 2. Protect adjacent equipment and surfaces by covering them with heavy polyethylene film and waterproof masking tape. If practical, remove items, store, and reinstall after potentially damaging operations are complete.
  - 3. Neutralize and collect alkaline and acid wastes according to requirements of authorities having jurisdiction, and dispose of by legal means.
  - 4. Dispose of runoff from wet operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors. Collect runoff from wet operations and dispose of by legal means off Owner's property.
- B. Concrete repair: Refer to Division IV Section "Concrete Surface Preparation for Crack Repair".
- C. Drain hole repair: Refer to Division IV Section "Drain Hole Preparation".

## 4.3 APPLICATION

- A. General: Comply with manufacturer's written instructions and recommendations for application of products, including surface preparation.
- B. Crack repair: Comply with manufacturer's written instructions and recommendations for application of products, including surface preparation.
- C. Drain hole closure: Unless otherwise recommended by manufacturer, apply as follows:
  - 1. Provide forms where necessary to confine patch to required shape. Wet substrate thoroughly and then remove standing water.
  - 2. Scrub a slurry of neat patching mortar into substrate, filling pores and voids.

3. Place patching mortar by troweling toward edges of patch to force intimate contact with edge surfaces. For drain hole closure, fill edges first and then work toward center, always troweling toward edges of patch
  4. For vertical placement, install material in lifts of not more than 1-1/2 inches nor less than 1/4 inch. Do not feather edge.
  5. After each lift is placed, consolidate material and screed surface. Where multiple lifts are used, score surface of lifts to provide a rough surface for application of subsequent lifts. Allow each lift to reach final set before placing subsequent lifts.
  6. Allow surfaces of lifts that are to remain exposed to become firm and then finish to a smooth surface to match existing surrounding concrete surfaces.
  7. Wet-cure cementitious patching materials, including polymer-modified, cementitious patching materials, for not less than seven days by water-fog spray or water-saturated absorptive cover.
- D. Waterproofing: Comply with manufacturer's written instructions and recommendations for application of products, including surface preparation.

#### 4.4 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to sample materials and perform tests as follows:
1. Patching Mortar, Field Mixed: 5 randomly selected samples tested for compressive strength according to ASTM C 109/C 109M.

\*\* END OF SECTION \*\*