



LAKE HAVASU CITY

INVITATION TO BID

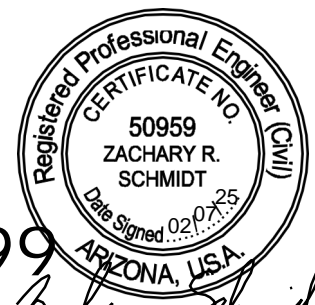
CONTRACT DOCUMENTS

AND

TECHNICAL SPECIFICATIONS

KIOWA DRAIN 3
STABILIZATION

B25-PW-105009-500599



Zachary R. Schmidt

LAKE HAVASU CITY
CONTRACT DOCUMENTS
VOLUME 1

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The following specifications are contained within this Invitation For Bids:

- LHC 01210 - MEASUREMENT AND PAYMENT
- LHC 02110 – REMOVAL OF EXISTING IMPROVEMENTS
- LHC 02510 – ROCK RIP-RAP CONSTRUCTION
- LHC 02650 - TRAFFIC CONTROL
- LHC 03100 – CONCRETE FORMWORK
- LHC 03200 – CONCRETE REINFORCEMENT
- LHC 03300 – CONCRETE STRUCTURES
- LHC 05500 – ALUMINUM HANDRAIL

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.: B25-PW-105009-500599

PROJECT NAME: Kiowa Drain #3 Wash Stabilization

PRE-BID MEETING: A NON-MANDATORY Pre-Bid Meeting will be held at 900 London Bridge Road, Lake Havasu City, AZ 86403; Room PWA101, at 3:00 PM, Arizona Time, on April 3, 2025

BID DUE DATE: April 23, 2025

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

PROJECT DESCRIPTION:

This project consists of wash stabilization improvements for Kiowa Drain #3. Kiowa Drain #3 is between Kiowa Avenue and Cactus Wren Drive. Wash stabilization improvements include dumped riprap bank protection and drop structures to stabilize and protect the wash from future migration.

QUESTIONS: All questions that arise relating to this solicitation shall be directed in writing to purchasing@lhcaz.gov with a copy to engineeringinfo@lhcaz.gov. To be considered, written inquiries shall be received at the above-referenced email address by April 7, 2025, 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://tinyurl.com/3f94b2ww>

Meeting ID: 270 366 031 956

Passcode: jcVbxK

Join with a video conferencing device

160264325@teams.bjn.vc

Video Conference ID: 112 219 692 0

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.

Revised 2/12/2024

00020-1

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.

Bidders interested in taking advantage of the streamlined e-Bid and e-Bond process shall submit their bids electronically via the City's DemandStar Network at <https://www.demandstar.com/app/buyers/bids/490532/details> . Paper bids and paper bid bonds will continue to be accepted. Bidders submitting e-Bids will be required to scan and enclose their paper bid bond/cashier's check with their electronic bid submission. The apparent low bidder shall submit their original bid bond/cashier's check within three (3) business days following the Bid opening.

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

For technical information, contact Shawn M. Clarke, Project Manager, at clarkes@lhcaz.gov with a copy to 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: 180 calendar days after Notice to Proceed.

Work is expected to commence mid-September, 2025. 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 HEARLD – March 12, 2025, and March 19, 2025
ARIZONA BUSINESS GAZETTE – March 13, 2025, and March 20, 2025

**** 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 **Kiowa Drain #3 Wash Stabilization, Project No. B25-PW-105009-500599** 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, April 23, 2025**, 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;
 10. The number and scope of any conditions attached to the Bid; and;
 11. The life cycle, maintenance, and performance of the equipment or product being offered.

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 **180 calendar days** of the date of the Notice to Proceed.

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

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

purchasing@lhcaz.gov with a copy to engineeringinfo@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 **April 7, 2025, 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:

- A. Lake Havasu City, 2330 N. McCulloch Boulevard, Lake Havasu City, AZ 86403, 928.855.2116
- B. Dodge Data & Analytics, 3315 Central Avenue, Hot Springs, AR, 71913, 871.375.2946, FAX 501.625.3544, www.construction.com, dodge.bidding@construction.com
- C. 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, frontdesk@criba.org
- D. Northern AZ Home Builders, 1500 E. Cedar Avenue, Suite 86, Flagstaff AZ 86004, 928.779.3071, FAX 928.779.4211, www.nazba.org, info@nazba.org
- E. Performance Graphics Blueprinting, 4140 Lynn Drive, Suite 107, Fort Mohave, AZ, 86426, 928.763.6860, FAX 928.763.6835, prints@pgblueprinting.net
- F. Construction Market Data, 30 Technology Parkway South, Suite 500, Norcross, GA 30092-2912, 800.876.4045, FAX 800.303.8629, www.cmdgroup.com, projects@cmdgroup.com
- G. ISqFt, 3301 N 24th Street, Phoenix, AZ, 85016, 800.364.2059, FAX 800.792.7508, www.isqft.com, arizonaplanroom@isqft.com
- H. Integrated Digital Technologies, LLC, 4633 E Broadway Blvd., Tucson, AZ 85711, PO Box 13086, Tucson AZ, 85732, 520.319.0988, FAX, 520.319.1430, www.contractorsplanroom.com, content@idtplans.com
- I. Yuma/Southwest Contractors Association, 350 W. 16th Street, Suite 207, Yuma, AZ 85364, Phone: 928-539-9035, Fax: 928-539-9036, www.yswca.com, plans@yswca.com

- J. Arizona Builders Exchange, 1700 N. McClintock Drive, Tempe, AZ, 85281, (480) 227-2620, www.azbex.com, rkettenhofen@azbex.com
- K. Construction Reports.com, 4110 N Scottsdale Road, Suite 335, Scottsdale, AZ, 85251, 480.994.0020, FAX 480.994.0030, www.constructionreports.com, jess@constructionreports.com
- L. Construction Reporter, 1609 2nd Street NW, Albuquerque, NM, 87102, 505.243.9793, FAX 505.242.4758, www.constructionreporter.com, jane@constructionreporter.com
- M. PlanRoom Central at A&E Reprographics, 1030 Sandretto Drive, Suite F, Prescott, AZ, 86305, 928.442.9116, www.a-erepro.com, planroom1@a-erepro.com
- N. Shirley's Plan Service, 425 S. Plumer Ave, Tucson, AZ, 85719, 520.791.7436, FAX 520.882.9208, www.shirleysplanservice.com, bids@shirleysplanservice.com
- O. Construction Notebook Nevada, 3131 Meade Ave, Suite B, Las Vegas, NV, 89102-7885, 702.876.8660, FAX 702.876.5683, www.constructionnotebook.com
- P. The Blue Book Building & Construction Network, Jefferson Valley, NY 10535, 800.431.2584, www.thebluebook.com, info@thebluebook.com, tdizon@mail.thebluebook.com
- Q. Integrated Marketing Systems (IMS), 945 Hornblend Street, Suite G, San Diego, CA 92109, 888.467.3151, FAX 858.490.8811, www.imsinfo.com , ims@imsinfo.com

** 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 "Kiowa Drain #3 Wash Stabilization, Project No. B25-PW-105009-500599" 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 Kiowa Drain #3, Project No. B25-PW-105009-500599 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:

Enclosed

<u>Section</u>	<u>Title</u>	<u>✓</u>
00300	Bid Proposal	_____
00310	Bid Schedule	_____
00400	Arizona Statutory Bid Bond	_____
00420	Bidder's Statement of Qualifications	_____
00430	Affidavit of Contractor Certifying That There Was No Collusion In Bidding For Contract	_____
00450	Hazard Communication Program	_____
00460	Employment Eligibility Verification	_____

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.

Cooperative Use of Contract

This solicitation is being prepared by the City of Lake Havasu, Arizona ("City") for the use of the City. While this solicitation is for the use of the City, other eligible public agencies may have an interest in utilizing the resulting contract. After an award, and with the approval of the bidder, this solicitation may be utilized by eligible public agencies. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Please indicate below your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered a bid response requirement in awarding a contract. If you do not wish to grant such access to other eligible public agencies, please so state in your bid response below. In the absence of a statement to the contrary, the City will assume that you do wish to grant access to any contract that may result from this solicitation.

Bidder hereby grants _____, or does not grant _____, cooperative purchase access to other eligible public agencies.

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: _____

Email Address: _____

Seal - If bid by a Corporation:

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

Federal Tax ID No.: _____

** END OF SECTION **

BID SCHEDULE
LAKE HAVASU CITY

Kiowa Drain #3 Wash Stabilization
B25-PW-105009-500599

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 April 23, 2025 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 Kiowa Drain #3 Wash Stabilization, Project No. B25-PW-105009-500599

SECTION 310

BID SCHEDULE – KIOWA DRAIN #3 WASH STABILIZATION B25-PW-105009-500599

ITEM NO.	DESCRIPTION	EST QTY	UNIT OF MEASURE	UNIT PRICE ¹ (Word)	UNIT PRICE (Figure)	ITEM TOTAL ² COSTS
<u>BASE BID</u>						
1	Mobilization	1	LSUM			
2	Contractor Quality Control	1	LSUM			
3	Environmental Control Measures	1	LSUM			
4	Construction Staking	1	LSUM			
5	Traffic Control	1	LSUM			
6	Channel Excavation	3,193	CYD			
7	Dumped Riprap, D50=15", 2' Thick	3,316	CYD			
8	Dumped Riprap, D50=18", 3' Thick	484	CYD			
9	Compacted Native Soil, 1' Thick	1,218	CYD			
10	Concrete Drop Structure	2	EA			
11	Concrete Maintenance Ramp	1,144	SF			
12	Safety Rail, MAG Std Dtl 145	316	LF			
13	Concrete Retaining Wall	65	LF			
14	Remove Existing Safety Rail	19	LF			
15	Remove Existing Concrete Sloped Paving	965	SF			
	Force Account	1	L.S.	Eighty Thousand	\$80,000	\$80,000
	BASE BID TOTAL ³ + FORCE ACCOUNT					

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

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

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

The unit prices for Kiowa Drain #3 Wash Stabilization, Project No. B25-PW-105009-500599, 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
KIOWA DRAIN #3 WASH STABILIZATION, B25-PW-105009-500599

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

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
ADDRESS: _____ Partnership
PRINCIPAL OFFICE: _____ Individual
 Joint Venture
 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:

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

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

Project Name	Name, Email Address & Telephone Number of Owner	Project Location	Contract Amount	Date Awarded	Date Completed	Percent with Own Forces

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

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

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

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

License Class / # Status

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
Lake Havasu City

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.

SECTION 00450
HAZARD COMMUNICATION PROGRAM
Lake Havasu City

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)

SECTION 00450
HAZARD COMMUNICATION PROGRAM
Lake Havasu City

- (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

LAKE HAVASU CITY
EMPLOYMENT ELIGIBILITY VERIFICATION & FORM

INSTRUCTIONS FOR COMPLETION OF EMPLOYMENT ELIGIBILITY VERIFICATION FORM

WHO MUST COMPLETE THIS FORM:

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

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

WHEN THIS FORM MUST BE COMPLETED:

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

**LAKE HAVASU CITY
EMPLOYMENT ELIGIBILITY VERIFICATION & FORM**

LIST OF ACCEPTABLE DOCUMENTS:

LIST A		LIST B		LIST C
Documents that Establish Both	OR	Documents that Establish	AND	Documents that Establish
U.S. Passport (unexpired or expired)		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		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		For persons under age 18 who are unable to present a document listed above: 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.

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

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 Kiowa Drain #3 Wash Stabilization B25-PW-105009-500599 ("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 180 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 \$1,000 for each calendar day that expires after the time specified in paragraph 3 for delivery of acceptable Bid Items, plus any costs incurred by the Engineer as provided in Section 17 of the General Conditions.

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

in the Bid Schedule.

6. CONTRACTOR shall submit a completed Section 00450 entitled Hazard Communication Program with the executed copy of this CONTRACT.
7. The term "CONTRACT DOCUMENTS" means and includes the following:
 - 00020 Notice Inviting Bids
 - 00100 Information for Bidders
 - 00300 Bid Proposal
 - 00310 Bid Price Schedule
 - 00400 Bid Bond
 - 00420 Bidder's Statement of Qualifications
 - 00430 Bidder's Affidavit of No Collusion
 - 00450 Hazard Communication Program
 - 00460 Employment Eligibility Verification
 - 00500 CONTRACT
 - 00500A Indemnification and Insurance Requirements
 - 00500B Contractor Claim Handling Procedure
 - 00510 Arizona Statutory Performance Bond
 - 00520 Arizona Statutory Payment Bond
 - 00670 Notice of Award
 - 00680 Notice to Proceed
 - 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 agrees to indemnify, defend, save, and hold harmless the CITY, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees ("CITY") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation, and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the CONTRACTOR or any of its owners, officers, directors, agents, employees, or contractors. This Indemnity includes any claim or amount arising out of or recovered under Workers' Compensation law or arising out of the failure of the CONTRACTOR to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the CITY shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CITY, be indemnified by CONTRACTOR from and against any and all claims. It is agreed that CONTRACTOR will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. The amount and type of insurance coverage requirements required by this Agreement will in no way be construed as limiting the scope of indemnity in this Section.

II. INSURANCE REQUIREMENTS

A. CONTRACTOR and its subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this CONTRACT, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors.

B. The insurance requirements herein are minimum requirements for this CONTRACT and in no way limit the indemnity covenants contained in this CONTRACT. City in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this CONTRACT by the CONTRACTOR, its agents, representatives, employees or subcontractors, and CONTRACTOR is free to purchase additional insurance.

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

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

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

- a. General Aggregate \$4,000,000
- b. Products – Completed Operations Aggregate \$1,000,000
- c. Personal and Advertising Injury \$1,000,000
- d. Blanket Contractual Liability – Written and Oral \$1,000,000
- e. Fire Legal Liability \$ 50,000
- f. Each Occurrence \$2,000,000

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, Administrative Services 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, Administrative Services 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,

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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 Administrative Services 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 00510
ARIZONA STATUTORY PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT: _____
(hereinafter "Principal"), as Principal, and _____
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, holding a certificate of authority to
transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20,
Chapter 2, Article 1, as Surety, are held and firmly bound unto Lake Havasu City, Arizona
(hereinafter "Obligee") in the amount of WRITTEN AMOUNT AND 00/100 (Dollars)
(\$#,###,###.##-NUMERIC AMOUNT), for the payment whereof, Principal and Surety bind
themselves, and their heirs, administrators, executors, successors and assigns, jointly and
severally, firmly by these presents.

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

K I O W A D R A I N # 3 W A S H S T A B I L I Z A T I O N , P R O J E C T N U M B E R B 2 5 - P W - 1 0 5 0 0 9 -
5 0 0 5 9 9

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

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal
faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and
agreements of the contract during the original term of the contract and any extension of the
contract, with or without notice of the Surety, and during the life of any guarantee required under
the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions
and agreements of all duly authorized modifications of the contract that may hereafter be made,
notice of which modifications to the Surety being hereby waived, the above obligation is void.
Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34,
Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined
in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to
the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable
attorney fees that may be fixed by a judge of the court.

Witness our hands this ____ day of _____, _____.

PRINCIPAL SEAL

AGENCY OF RECORD BY: _____

AGENCY ADDRESS SURETY SEAL

BY: _____

** END OF SECTION **

SECTION 00520
ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____
(hereinafter "Principal"), as Principal, and _____
(hereinafter Surety), a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____,
holding a certificate of authority to transact surety business in Arizona issued by the Director of
the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and
firmly bound unto Lake Havasu City, Arizona (hereinafter "Obligee") in the amount of
WRITTEN AMOUNT AND 00/100 (Dollars) ((\$#,###,###.##-NUMERIC AMOUNT)
for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators,
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee,
dated the _____ of _____, _____, to furnish all of the material, supplies, tools,
equipment, labor and other services necessary for the construction and completion of
**KIOWA DRAIN #3 WASH STABILIZATION
PROJECT NUMBER B25-PW-105009-500599**
which contract is hereby referred to and made a part hereof as fully and to the same extent as
if copied at length herein.

NOW, THEREFOR, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal
promptly pays all monies due to all persons supplying labor or materials to the Principal or the
Principal's subcontractors in the prosecution of the work provided for in the contract, this
obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34,
Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined
in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2,
Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment
reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this ___ day of _____, _____.

PRINCIPAL SEAL

BY: _____
AGENCY OF RECORD

AGENCY ADDRESS SURETY SEAL

BY: _____

** END OF SECTION **

SECTION 00670
NOTICE OF AWARD

TO:

DATE:

PROJECT DESCRIPTION: Kiowa Drain #3 Wash Stabilization

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated April 23, 2025, 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 XXth day of XXXXXXXXXX.

Lake Havasu City, Arizona

BY: _____

NAME: XXXXXXXXXXXX

TITLE: Procurement Official

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 _____, 20##.

BY: _____

TITLE: _____

** END OF SECTION **

REV 3/30/16

SECTION 00685
CERTIFICATE OF SUBSTANTIAL COMPLETION

I hereby state that the degree of completion of:

Kiowa Drain #3 Wash Stabilization
Project No. B25-PW-105009-500599

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: [CONTRACTOR]

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

CERTIFICATE OF COMPLETION

I hereby state that all goods and services required by:

Kiowa Drain #3 Wash Stabilization
Project No. B25-PW-105009-500599

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: _____

E-original: [CONTRACTOR]

E-copy: Procurement (Purchasing@lhcaz.gov)

City Clerk (CityClerk@lhcaz.gov)

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 a 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

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:

KIOWA DRAIN #3 WASH STABILIZATION, PROJECT NO. B25-PW-105009-
500599

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 (i.e. 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.

SECTION 01210

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 Description

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

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

1.2 Authority

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

The Contractor shall take all measurements and compute quantities. The Engineer will verify measurements and quantities.

1.3 Unit Quantities

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

If the actual Work requires more or fewer quantities than indicated, provide the required quantities at the unit prices contracted. Changes to quantities shall be approved by OWNER.

PART 2 – UNITS AND METHODS OF MEASUREMENT

2.1 General

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

2.2 Units and Methods of Measurement

2.2.1 Mobilization, Bonds, and Insurance

The Contract Lump Sum Price for this item shall constitute full compensation for furnishing all materials, labor, equipment and tools for all required bonds, insurance, mobilization of staff and equipment, and any other costs associated with complying with the contract administrative requirements and commencing work at the project site. This item also includes all work and materials necessary to complete the work as described in the plans and specifications. Payment for this item shall be lump sum and shall not be requested until at least thirty days from the notice to proceed has elapsed.

Payment for this item shall be made in accordance with Table A. The bid item price for mobilization shall not exceed 12% of the overall contract price.

TABLE A

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

2.2.2 Contractor Quality Control

The quantity for "Contractor Quality Control" measured for payment shall be lump sum.

The contract lump sum price for "Quality Control" shall be full compensation for furnishing all materials, labor, equipment and tools to complete all quality control as described in Special Provision 00800, Section 15.0, as necessary for conformance with the plans.

2.2.3 Environmental Control Measures

The quantity for "Environmental Control Measures" measured for payment shall be lump sum. The contract lump sum price for "Environmental Control Measures" shall be full compensation for furnishing all materials, labor, equipment and tools to comply with environmental controls to mitigate noise, storm water runoff, and preparation of the SWPPP document, dust control, street sweeping, and water quality. This item also includes payment of all required permit fees.

2.2.4 Construction Staking

The Contract Lump Sum Price for this item shall constitute full compensation for furnishing all materials, labor, equipment and tools for the construction staking of all drop structure, riprap limits and wash grading. No concrete forming or rebar layout may commence for concrete structures prior to staking structure location. Construction staking includes verifying earthwork items to be completed by a licensed land survey. This item also includes all work and materials necessary to complete the work as described in the Plans and Specifications. Payment of this item shall be lump sum.

2.2.5 Traffic Control

The quantity for "Traffic Control" measured for payment shall be lump sum. The contract lump sum price for "Traffic Control" shall be full compensation for furnishing all materials, labor, equipment and tools to complete all Traffic Control as shown in the Project Plans and in accordance with Section 02650 – Traffic Control of the LHC Standard Specifications and the Section 02650 – Traffic Control Supplement of the Technical Specifications, including Traffic Control Plan and coordination with Owner and local law enforcement.

2.2.6 Channel Excavation

"Channel Excavation" payment shall be per cubic yard per the typical section details shown on the plans. Prior to "Channel Excavation" work, the Contractor shall call for utility location. The unit price shall include furnishing all materials, labor, equipment and tools to grade the existing wash to the elevations and profile shown on the plans. Material removed for final grading may be used for "Compacted Native Soil, 1' Thick". Channel excavation shall also include the hauling and removal of excess material from the site.

2.2.7 Dumped Riprap, D50=15", 2' Thick

"Dumped Riprap, D50=15", 2' Thick" payment shall be per cubic yard of riprap installed. The unit price shall include furnishing all materials, labor, equipment and tools to install the riprap at the location shown in the construction documents. Dumped Riprap shall include the installation of non-woven geotextile fabric below the riprap shown at the locations shown in the construction documents. Dumped riprap shall include the removal of material needed to install the dumped riprap at the elevations shown in the construction documents. Refer to Section 02510 – Rock Rip-Rap Construction.

2.2.8 Dumped Riprap, D50=18", 3' Thick

"Dumped Riprap, D50=18", 3' Thick" payment shall be per cubic yard of riprap installed. The unit price shall include furnishing all materials, labor, equipment and tools to install the riprap at the location shown in the construction documents. Dumped Riprap shall include the installation of non-woven geotextile fabric below the riprap shown at the locations shown in the construction documents. Dumped riprap shall include the removal of material needed to install the dumped riprap at the elevations shown in the construction documents. Refer to Section 02510 – Rock Rip-Rap Construction.

2.2.9 Compacted Native Soil, 1' Thick

"Compacted Native Soil, 1' Thick" payment shall be per cubic yard at the locations shown in the construction documents. The unit price shall include furnishing all materials, labor, equipment and tools place and compact the material shown at locations in the

construction documents. Material from removed from "Channel Excavation" and "Dumped Riprap, D50=15", 2' Thick" can be used for "Compacted Native Soil, 1' Thick". The maximum diameter material for "Compact Native Soil, 1' Thick" shall be three inches.

2.2.10 Concrete Drop Structure

"Concrete Drop Structure" payment shall be per each structure constructed in place. Each item shall be constructed per the details on the plans. The "Concrete Drop Structure" includes the retaining walls shown on the details for the "Concrete Drop Structure". Compaction and moisture content below structures shall conform to tolerances specified in the attached Geotechnical Report. The contract unit price shall include furnishing all materials, labor, equipment and tools to construct the structure shown in the construction documents, including excavation, backfill, and compaction. Refer to Section 0231 – Excavation, Filling, and Backfilling for Structures, Section 03100 – Concrete Formwork, Section 03200 – Concrete Reinforcement, Section 03300 – Concrete Structures.

2.2.11 Concrete Maintenance Ramp

"Concrete Maintenance Ramp" payment shall be per square foot of maintenance ramp constructed in place. Each item shall be constructed per the details on the plans. Compaction and moisture content below structures shall conform to tolerances specified in the attached Geotechnical Report. The contract unit price shall include furnishing all materials, labor, equipment and tools to construct the structure shown in the construction documents, including excavation, backfill, and compaction. Refer to Section 0231 – Excavation, Filling, and Backfilling for Structures, Section 03100 – Concrete Formwork, Section 03200 – Concrete Reinforcement, Section 03300 – Concrete Structures.

2.2.12 Concrete Retaining Wall

"Concrete Retaining Wall" payment shall be per linear foot of retaining wall constructed in place. Each item shall be constructed per the details on the plans at the maintenance ramp at Kiowa Avenue. Compaction and moisture content below structures shall conform to tolerances specified in the attached Geotechnical Report. The contract unit price shall include furnishing all materials, labor, equipment and tools to construct the structure shown in the construction documents, including excavation, backfill, and compaction. Refer to Section 0231 – Excavation, Filling, and

Backfilling for Structures, Section 03100 – Concrete Formwork,
Section 03200 – Concrete Reinforcement, Section 03300 – Concrete
Structures.

2.2.13 Remove Existing Safety Rail

“Remove Existing Safety Rail” payment shall be per linear foot of handrail shown on the plans. The unit price shall include furnishing all materials, labor, equipment and tools to remove the handrail at the locations shown in the construction documents. Refer to Section 02110- Removal of Existing Improvements.

2.2.14 Remove Existing Concrete Sloped Paving

“Remove Existing Concrete Sloped Paving” payment shall be per square foot of concrete shown on the plans at the culvert adjacent to Kiowa Avenue. The unit price shall include furnishing all materials, labor, equipment and tools to remove the concrete paving at the locations shown in the construction documents. Refer to Section 02110- Removal of Existing Improvements

END OF SECTION 01210

SECTION 02110

REMOVAL OF EXISTING IMPROVEMENTS

PART 1 - GENERAL

1.1 Summary

A. Description of Work

The work to be performed in accordance with this section includes the removal and disposal of various existing improvements, such as pavements, structures, pipes, curbs and gutters, and other items necessary for the accomplishment of the improvement. The work shall include the furnishing of all labor, tools, equipment, materials and the performing of all operations required to provide a complete item in accordance with the project plans and these specifications.

B. Related Work Specified Elsewhere

Clearing and Grubbing.....Section 02100

1.2 Protection of Property

Protect existing improvements, adjacent property, utilities, trees, plants, or any other existing items which are not specifically intended to be removed.

1.3 Disposal

All materials shall be disposed of at an approved landfill, unless otherwise approved by the Owner.

1.4 Submittals

A. Landfill

Provide a copy of the permit to use the landfill.

B. Disposal Area

For sites other than the landfill, describe the location of the disposal area and provide written approval for the use of the area for disposing of waste from the operation. Work performed at the disposal area shall meet all local codes and ordinances.

PART 2 - MATERIALS

2.1 General

Materials required for relocation work shall be as specified herein or as otherwise indicated.

PART 3 - EXECUTION

3.1 Limits of the Work

Confine removal of existing improvements to within the area of construction. Pavement removal shall be limited to an area that is no more than the one week ahead of the projected work. At no time shall the Contractor have asphalt removed from any street longer than 60 days.

3.2 Construction Methods

A. Removal of Existing Portland Cement Concrete Sidewalks, Curb and Gutter and Pavements.

- 1.** Saw cut concrete to neat, vertical, true lines in such a manner that the adjoining surface will not be damaged. The full depth of the existing concrete shall be saw cut.

B. Removal of Existing Asphalt Concrete Pavement

- 1.** Saw cut asphalt concrete to neat, vertical, true lines in such a manner that the adjoining surface will not be damaged. The full depth of the existing asphalt shall be saw cut.
- 2.** Existing asphalt concrete not used in fill areas shall be removed from the site and disposed in an approved landfill or used in a recycling operation.

3.3 Miscellaneous Removals

Perform all miscellaneous removals as required by the Owner or where indicated on the plans. The miscellaneous removals shall include but not be limited to the following tasks:

- A.** Relocate existing fences and gates.
- B.** Remove planter boxes, block walls, concrete walls and footings.
- C.** Remove existing irrigation systems and replace or plug.
- D.** Removal and relocation of signs and mailboxes. All City owned signs shall be removed from the areas of construction and delivered to the City as directed. All privately owned signs located within the areas of construction shall be removed and delivered to the property Owner or placed on the adjacent property as directed.

All mailboxes located within the areas of construction shall be removed and temporarily reset on the adjacent property for use. When grading and construction is adequately completed, the mailboxes shall be permanently reset at the back of the curb and restored to a better than or equal condition than existing.

3.4 Backfill and Densification

Backfill all holes remaining after removal of existing improvements.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Measurement

No Measurement shall be made for this item.

4.2 Payment

A. Removal of Existing Improvements

If no item is listed in the bid tab or the measurement and payment section, this item is to be considered incidental.

B. Removal of Existing Improvements

Payment will be made at the contract lump sum price. This price shall be full compensation for furnishing all materials, labor, equipment, tools and appurtenances necessary to complete the work.

C. Miscellaneous Removals

All other removals shall be considered incidental to other items. No payment will be made for miscellaneous removals.

See Section 00310 Bid Schedule for Bid Items.

**** END OF SECTION 02110 ****

SECTION 02510

ROCK RIP-RAP CONSTRUCTION

PART 1 - GENERAL

1.1 Description

A. Description of Work

The work to be performed in accordance with this section includes furnishing and installing stone, with or without grout as indicated on the plans and specified herein. The work shall include the furnishing of all labor, tools, equipment, materials and the performing of all operations required to provide with the project plans and these specifications.

B. Related Work Specified Elsewhere

Earthwork.....Section 02200
Storm Drain Construction.....Section 02500

1.2 Quality Assurance

A. Reference Test Standards and Specifications

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

ASTM C144, Standard Specification for Masonry Mortar

ASTM C404, Standard Specification for Aggregate for Masonry Grout

1.3 Submittals

A. Materials Test Reports

1. Report on Rip-Rap Gradation and Abrasion Loss.
2. Report on Portland Cement Grout Including Mix Design and Aggregate Properties.

B. Frequency for Testing

1. One test for each source of stone and grout.

PART 2 - MATERIALS

2.1 Stone

Sound and durable, free from seams and coatings. Loss by abrasion not to exceed 10 percent by weight after 100 revolutions nor 40 percent after 500 revolutions when tested in accordance with ASTM C131.

A. Shape

Do not use rounded boulders or cobbles on slopes steeper than 2 to 1 unless grouted. The thickness of each stone shall be more than 1/3 the length.

B. Size

Stone shall be as large as can be conveniently placed in a layer of the required depth. Except for small stones used to chink interstices, stone shall not be less than 10 pounds and at least 50 percent of the stone shall not be less than 100 pounds.

C. Type

Waste concrete is not to be used unless specifically approved by the **OWNER**.

2.2 Portland Cement Grout

One part Type V portland cement, three parts aggregate by volume. The aggregate shall be two parts sand and one part 3/8 inch aggregate. The sand shall meet the requirements of ASTM C144. The aggregate shall meet the requirements of ASTM C404, Size No. 1.

PART 3 - EXECUTION

3.1 Preliminary Investigation of the Work

Verify all preliminary work has been performed in accordance with these specifications prior to placement of rock rip-rap.

3.2 Preparation of Ground Surfaces

Trim and shape bed to provide even surfaces to the plan elevation. Excavate, backfill and compact bed for rip-rap in accordance with Specification Section 2200, Earthwork.

3.3 Rock Rip-Rap

A. Depth Less Than 20 Inches

Place stone by hand to provide a minimum of voids. Place larger stone in the trench at the slope toe; as foundation course and on the perimeter. Place stones with longitudinal axis normal to the face of the embankment and arranged so that each stone has at least 3 point bearing on underlying stones. Chink interstices with small stones. The finished surface shall be even and tight and shall not vary from the planned surface by more than 3 inches per foot of depth.

B. Depth Greater Than 20 Inches

Stone may be placed by dumping and spreading in layers with suitable equipment. Arrange with equipment to produce stable and dense layer.

3.4 Grouted Rock Rip-Rap

Place rip-rap as specified above and grout with portland cement grout. Mix grout in an appropriate machine mixer. Place grout to the depth as shown on the plan but in no case less than 70 percent of the depth of rip-rap. Place and consolidate grout so as to provide a dense stone and mortar layer with all voids and interstices filled.

The stone face surface shall be exposed. If required, use water pressure to clean stone faces after the mortar has achieved sufficient strength. Cure grouted rip-rap in accordance with Specification Section 3300, Concrete.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Measurement

The surface area of rock rip-rap construction to be paid for will be that of the completed bid item, in place, within the limits of dimensions shown on the plans. The **OWNER** will compute the quantities of rip-rap by a method which, in his opinion, is best suited to obtain an accurate determination.

4.2 Payment

Payment for rock rip-rap will be made at the contract unit price for the number of square yards of rock rip-rap in place for each depth required on the basis of unit prices stipulated in the proposal and shall include preparation of ground surfaces and trenching.

Payment will be made under Item Number:

NOT USED - "X" Rock Rip-Rap, S.Y.

****END OF SECTION****

SECTION 02650

TRAFFIC CONTROL

PART 1 - GENERAL

1.1 Description

A. Description of Work

The work to be performed in accordance with this section includes providing flagging services and pilot trucks, and furnishing, controlling, maintaining, moving and removing barricades, warning signs, lights, signals and pavement markings as required to provide a safe and efficient vehicular and pedestrian passage through the work zone.

The work shall include the furnishing of all labor, tools, equipment, materials and performing all required operations to provide a complete item in accordance with the project plans and specifications.

1.2 Quality Assurance

A. Reference Test Standards and Specifications

Manual on Uniform Traffic Control Devices, latest edition. (MUTCD)

Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, 1990.

ADOT Signing and Marking Standard Drawings.

ADOT Construction Standard Drawings.

1.3 Submittals

A. Traffic Control Plan

The **CONTRACTOR** will provide the **OWNER** a traffic control plan for each portion of the work prior to that work beginning. Changes to traffic control plans shall be submitted at least 10 days prior to performing the work.

B. Schedule

Provide complete traffic control plan schedule showing dates and times for traffic control changes that will be performed in conjunction with the work schedule, ten (10) days prior to performing the work.

C. Responsible Employees

Provide name(s) of and after phone number(s) for the employee(s) responsible for implementation and maintenance of the traffic control plan to the **OWNER** and local law enforcement agency. The employee(s) shall be available at all times to make necessary changes or repairs to the traffic control facilities as required to maintain safe traffic control in and around the construction areas.

D. Emergency Service Notification

Provide a copy of Emergency Service Notification Form. Include date and person or persons to be notified.

PART 2 - MATERIALS

2.1 General

All products, procedures and facilities shall be per MUTCD latest edition. All traffic control devices shall be high intensity.

2.2 Advanced Warning Arrow Panel

MUTCD 6E-7, 8, 9. Type B min., independent power source, minimum 12 hours between intensity.

2.3 Temporary Concrete Barriers

MUTCD 6C-10, ADOT, construction detail, C-10.14 with barricade warning lights where required.

2.4 Sand Barrel Crash Cushions

ADOT, Signing and marking details 4-C-1.01, 02, 03. Filled with sand with a dry unit weight of 90 to 100 lbs. per cubic foot and a moisture content less than 2 percent by weight.

2.5 Temporary Pavement Markings

A. Raised Pavement Markings

MUTCD 3A-10, ADOT Specification Section 706, temporary reflective markers, color as indicated.

B. Marking Point

ADOT Specification Section 708, color as indicated.

C. Performed Marking Tape

ADOT Specification Section 705-202.2, removable.

2.6 Sign Posts

MUTCD 6B-4, wood, steel or aluminum.

2.7 Signs, Barricades, Channelizing Devices and Lighting Devices

MUTCD, Part VI. Lighted barricades shall be properly maintained.

2.8 Flagmen

Competent, trained and supplies with a combination STOP and SLOW sign, orange vest, orange hard hat or orange cap. Provide adjacent barricading devices where required. Flagmen shall be certified as required by State law and/or local codes and ordinances.

2.9 Pilot Vehicles

Equip vehicle with at least one roof mounted flashing yellow light and appropriate vehicle signage which will inform the traffic that they are required to follow that vehicle.

2.10 Detour

Provide surfacing on detour routes as indicated on the traffic plan. Surface shall be smooth and adequately maintained to keep dust to an absolute minimum.

PART 3 - EXECUTION

3.1 General

Provide adequate protection of all vehicular and pedestrian traffic, and workmen through any and all portions of the construction zone where the construction operations interfere with, obstruct or create a hazard to the normal movement of traffic.

- A.** Two (2) lanes of traffic shall remain open at all times unless otherwise approved by the **OWNER**.
- B.** During emergency situations, the **OWNER** may provide traffic control. The cost of any traffic control provided by the Owner shall be borne by the **CONTRACTOR**.
- C.** In the event that any employees of Lake Havasu City are required to correct, repair, or modify any in-place traffic control provided by the **CONTRACTOR**, it shall be the responsibility of the **CONTRACTOR** to reimburse Lake Havasu City for any incurred costs.
- D.** The **CONTRACTOR** will coordinate his work so as not to disrupt residential trash service.

3.2 Public Notification

A. Services

Notify all Emergency and Public Service which may operate in the affected traffic area, in writing when traffic patterns are to be alerted not less than 24 hours prior to street closure. Provide each service with the name of the employee(s) responsible for traffic control maintenance.

B. News Media

At least 7 days prior to closing any street, the **CONTRACTOR** shall notify at least 2 local radio and newspaper offices. The notification shall include the locations and time periods of closures. Periodically update news organizations as required.

3.3 Traffic Control Devices

Place all necessary traffic control devices before any work is started. Move devices as necessary to keep up with the advancing operation. Place devices at the locations indicated on the traffic plan and in accordance with plan details and the MUTCD and as specified herein.

Maintain devices, keep free from dirt, mud and roadway grime. Promptly replace all damaged devices.

3.4 Removal of Existing Markings

Remove existing pavement markings by any method that does not structurally damage the pavement. The method of removal shall meet all local codes and ordinances. Markings shall not be painted out.

3.5 Temporary Pavement Markings

Place pavement markings in accordance with the traffic control plan. Remove existing pavement marking and place temporary pavement marking immediately. Use temporary traffic control devices as required to safely channel traffic until markings are complete.

3.6 Temporary Concrete Barriers

Locate and install barriers as indicated on the plans. Fasten sections of the barrier to form a continuous chain. Flare ends of the barrier back as indicated to prevent exposing barrier end to oncoming traffic. Install flashing warning lights as required.

3.7 Sand Barrel Crash Cushions

Locate and install as indicated on the plans. Remove and replace damaged crash cushions immediately. Have available on the site a sufficient number of cushions to completely replace all of crash cushions at one site.

3.8 Flagmen

Locate flagmen as indicated on the traffic control plan. Provide flagmen where traffic is required to stop or slow. Provide additional for site specific traffic control conditions.

3.9 Stopping Traffic

Traffic shall not be stopped and held longer than absolutely necessary. Traffic shall not be stopped long enough to interrupt traffic at the nearest intersection or longer than 5 minutes unless otherwise approved by the Owner.

3.10 Adjustment to the Traffic Control Plan

At any time, the **OWNER** may request that adjustments be made to the traffic control plan layout or signage. The **CONTRACTOR** shall immediately make all adjustments and provide all signage required. No additional payment will be made for adjustments to the traffic control plan.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Measurement

No measurement will be made for this item.

4.2 Payment

Payment will be made at the contract lump sum price bid for traffic control and shall be considered full payment for providing the labor and materials to perform this work.

See Section 00310 Bid Schedule for Bid Items.

****END OF SECTION****

SECTION 03100

CONCRETE FORMWORK

PART 1 - GENERAL

1.1 Summary

A. This Section includes formwork for cast-in-place concrete.

B. Related Work Specified Elsewhere

Concrete ReinforcementSection 03200
Concrete.....Section 03300
Concrete Curb, Gutter, Sidewalk, and Driveways.....Section 03310

1.2 Quality Assurance

A. Reference Standards and Specifications

1. American Concrete Institute (ACI)

ACI 301 - Specifications for Structural Concrete for Buildings.

ACI 318 - Building Code Requirements for Reinforced Concrete.

ACI 347 - Recommended Practice for Concrete Formwork.

2. American Society for Testing and Materials (ASTM)

ASTM C31 - Making and Curing Concrete Test Specimens in the Field.

PART 2 - MATERIALS

2.1 Materials for Facing

A. Where concrete will be exposed to view after construction:

1. Smooth finish, Exterior grade plywood at least 5/8 inch thick.
2. Steel.

B. Where concrete will not be exposed to view after construction:

1. Exterior grade plywood at least 5/8 inch thick.
2. Steel.
3. Wood fiberboard.
4. Dressed lumber free of loose knots.

C. Treat forms with lacquer, form oil, or other acceptable material to prevent bonding to concrete. Material shall not stain, cause injury to exposed concrete surfaces, or affect bonding of specified surface finishes. Bond breaker shall be VOC compliant with maximum 600 g/L (5 lbs/gal) or less where area restrictions are more stringent.

D. Clean forms of sawdust, dust, dirt, and other foreign materials.

2.2 Form Ties

- A.** Break-back, coil, or screw-type, except where otherwise specified.
- B.** Water-seal coil type or break-back water-seal type in walls below grade and walls of water-bearing structures.
- C.** All types shall leave conical depression in concrete.
- D.** Removable tapered tie system shall not be used.
- E.** Space as required against pressure of fresh concrete.

2.3 Chamfer Strips

- A.** Chamfer: 3/4-inch except where otherwise indicated.
- B.** Place in all forms to provide chamfer where concrete will have exposed projecting corners.

PART 3 - EXECUTION

3.1 Form Construction

- A.** Conform to ACI 301, 318, and 347, except Shop Drawings for formwork, shoring, and reshoring shall not be submitted to the Engineer for approval.
- B.** Adequately brace, stiffen, and support forms to prevent perceptible deflection or settlement, and to hold plumb, level, and true to line.
- C.** Construct and maintain forms to the tolerances given in ACI 301, Section 4.
- D.** Construct sufficiently tight to prevent mortar leakage.
- E.** Avoid offsets between adjacent forms and construct so that shores, braces, and stiffening members are in line with those below.
- F.** Space studs and stringers as required to support facing against concrete pressure, but not more than 12 inches for 5/8-inch plywood or 16 inches for 3/4-inch plywood.
- G.** Use wales, strongbacks, shores, and bracing as required.
- H.** Form all necessary openings where indicated or as required for the Work.
- I.** Construct forms to be removable in sections without marring concrete surface.
- J.** Surface of forms shall provide smooth, dense, plane surface to finished concrete where exposed to view.
- K.** Contractor shall be responsible for structural adequacy, design, engineering, and construction of the formwork.

3.2 Time-in-Place for Forms

- A.** No shores, bracing, supports, or other formwork shall be loosened or removed until the concrete members supported thereby have acquired sufficient strength to support safely their own weight and any other possible loads.

- B. The minimum time between concrete placement and form removal shall be determined either by field-cured, test-cylinder specimens or in accordance with the time specified for the member involved.
- C. If **CONTRACTOR** elects to determine the required time by means of test specimens, all costs in connection therewith shall be his responsibility.
- D. Test specimens shall be made, field-cured, and tested as specified in ASTM C31. No forms or supports shall be loosened or removed until tests indicate strength of members as follows:

<u>Percent of Design</u>	<u>Compressive Strength</u>
<u>Structural Member</u>	
Unshored slab and beam forms or forms which can be removed without disturbing shores	70
Slab or beam shoring	85
Wall, column, and beam side forms	40

- E. If field-cured test cylinders are not used as the basis for determination of time-in-place for formwork, the following criteria shall apply:

<u>Structural Member</u>	<u>Time-in-Place for Forms*</u>
Slab or beam shoring	12 days
Slab forms or beam soffits	7 days
Wall, column, and beam side forms	18 hours

*These periods are a cumulative number of days or fractions thereof, not necessarily consecutive, during which the temperature of the concrete surface is above 50°F.

3.3 Removal of Forms: Remove forms in a manner to avoid damage to the structure, with particular care for corners and edges.

PART 4 - MEASUREMENT AND PAYMENT – Not Applicable

****END OF SECTION****

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 Summary

A. This Section includes steel reinforcement bars, ties, welded wire fabric, bolsters, chair supports, and accessories.

B. Related Work Specified Elsewhere

Concrete FormworkSection 03100
Concrete.....Section 03300
Concrete Curb, Gutter, Sidewalk, and DrivewaysSection 03310

1.2 Quality Assurance

A. Reference Standards and Specifications

1. American Concrete Institute (ACI)

ACI 301 - Specifications for Structural Concrete for Buildings.

ACI SP-66 - Detailing Manual.

ACI 318 - Building Code Requirements for Reinforced Concrete.

2. American Society for Testing and Materials (ASTM)

ASTM A82 - Steel Wire, Plain, for Concrete Reinforcement.

ASTM A185 - Steel Welded Wire, Fabric, Plain, for Concrete Reinforcement.

ASTM A615 - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

ASTM A706/A706M – Low-Alloy Steel. Deformed and Plain Bars for Concrete Reinforcement.

3. American Welding Society (AWS)

A5.5 – Low-Alloy Steel Covered Arc Welding Electrodes.

B2.2 – Standard for Welding Procedure and Performance Qualification.

D1.4 – Structural Welding Code – Reinforcing Steel.

4. Concrete Reinforcing Steel Institute (CRSI)

Manual of Standard Practice.

1.3 Submittals

A. Submit as specified in Section 1330.

B. Include, but not limited to, the following:

1. Complete bar schedule, bar details, and erection drawings to conform to ACI SP-66.
2. Drawing with each type of bent bar marked with identification mark. Straight bars shall have mark number or be identified by size and length.
3. Erection drawings shall be clear, easily legible, and to a minimum scale of:
 - a. 1/4 inch = 1 foot.
 - b. 1/8 inch = 1 foot if bars in each face are shown in separate views.
4. Size and location of all openings.
5. Concrete protective cover.
6. Grade of steel.
7. Lap splice lengths.
8. Mechanical splice product specification and data.

1.4 Delivery, Storage and Handling

- A. Store steel reinforcement blocked-up off the ground and in orderly stacks.
- B. Store only bars with the same identifying label in the same stack.

1.5 Testing

- A. Perform at the mill for each heat.
- B. Submit certified test results to Engineer upon request.

PART 2 - MATERIALS

2.1 Reinforcement Bars, Ties, and Stirrups

A. Materials

- 1. Conform to ASTM A615, Grade 60, except as otherwise specified.

B. Fabrication of Bars

- 1. Fabricate with cold bends conforming to the recommended dimensions shown in ACI 318.
- 2. Fabricate bars according to the tolerances given in ACI 301, Chapter 5.
- 3. Field fabrication will not be allowed.
- 4. Attach metal or plastic tags with identifying mark or length corresponding to mark number or length on Drawing. Straight bars shall have mark number or size and length. Bent bars shall have mark number.
- 5. **CONTRACTOR** may, at his option, continue steel reinforcement through openings in walls and slabs, then field-cut the opening so that there will be the required concrete cover between ends of bars and edge of opening.

2.2 Welded Wire Fabric

- A.** Conform to ASTM A185 using bright basic wire conforming to ASTM A82.
- B.** Wire sizes W 1.4 and smaller shall be galvanized.

2.3 Bolsters, Chairs, and Accessories

- A.** Conform to ACI SP-66 and the CRSI Manual of Standard Practice.
- B.** Provide all spacers, bolsters, chairs, ties, and other devices necessary to properly space, place, support, and fasten steel reinforcement in place during the concrete placement.
- C.** Metal accessories shall be plastic-coated where legs will be exposed in finished concrete surfaces.
- D.** Do not use rocks, broken bricks, wood blocks, or concrete fragments for support of steel reinforcement.

2.4 Precast Concrete Block Bar Supports

- A.** May be used only for bar supports in slabs on ground.
- B.** Blocks shall be made with a minimum of nine sacks of cement per cubic yard and have a minimum compressive strength of 6,000 psi in 28 days.
- C.** Each block shall have a minimum of 9 square inches of bearing area. Space as required by the particular condition of weight, bearing surface, and rigidity of the steel reinforcement.

PART 3 - EXECUTION

3.1 Placement of Steel Reinforcement

- A.** Place in accordance with Chapter 5 of ACI 301, Chapters 7 and 12 of ACI 318, and the CRSI Manual of Standard Practice.
- B.** Tie securely with 16-gauge or larger annealed iron wire.
- C.** Place to maintain concrete cover to conform to Chapter 5 of ACI 301 and Chapter 7 of ACI 318, unless otherwise indicated.

- D. Splice steel to conform to Chapter 12 of ACI 318.
 - 1. Unless otherwise indicated, lap splices shall be Class B as defined by ACI 318.
 - 2. **Mechanical Splices**
 - a. Lerten mechanical splices shall be used where indicated.
 - b. The Lerten mechanical splices shall develop in tension and compression at least 125% of the yield strength (F_y) of the bar spliced.
 - 3. Any additional Contractor-proposed splice shall be approved by the Engineer for location and splice length.
- E. Lap welded wire fabric in accordance with Section 12.19 of ACI 318, but not less than the length of one mesh plus 2 inches.

PART 4 - MEASUREMENT AND PAYMENT – Not Applicable

END OF SECTION

SECTION 03300

CONCRETE

PART 1 - GENERAL

1.1 Summary

A. This Section includes concrete and related items.

B. Related Work Specified Elsewhere

Concrete Formwork.....Section 03100
Concrete Reinforcement.....Section 03200
Concrete Curb, Gutter, Sidewalk, and Driveways.....Section 03310

1.2 Quality Assurance

A. Reference Standards and Specifications

1. American Concrete Institute (ACI)

ACI 211.1 - Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete.

ACI 301 - Specifications for Structural Concrete for Buildings.

ACI 304 - Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete.

ACI 305 - Committee Report on Hot-Weather Concreting.

ACI 306 - Committee Report on Cold-Weather Concreting.

ACI 308 - Recommended Practice for Curing Concrete.

ACI 309 - Recommended Practice for Consolidation of Concrete.

ACI 318 - Building Code Requirements for Reinforced Concrete.

ACI 350 – Code Requirements for Environmental Engineering Concrete Structures and Commentary

2. American Society for Testing and Materials (ASTM)

ASTM C31 - Making and Curing Concrete Test Specimens in the Field.

ASTM C33 - Concrete Aggregates.

ASTM C39 - Compressive Strength of Cylindrical Concrete Specimens.

ASTM C40 - Organic Impurities in Fine Aggregates for Concrete.

ASTM C42 - Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

ASTM C88 - Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.

ASTM C94 - Ready-Mixed Concrete.

ASTM C114 - Methods for Chemical Analysis of Hydraulic Cement.

ASTM C117 - Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing.

ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.

ASTM C142 - Clay Lumps and Friable Particles in Aggregates.

ASTM C143 - Slump of Portland Cement Concrete.

ASTM C150 - Portland Cement.

ASTM C172 - Sampling Freshly Mixed Concrete.

ASTM C192 - Making and Curing Concrete Test Specimens in the Laboratory.

ASTM C231 - Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.

ASTM C233 - Testing Air-Entraining Admixtures for Concrete.

ASTM C260 - Air-Entraining Admixtures for Concrete.

ASTM C289 - Potential Reactivity of Aggregates (Chemical Method).

ASTM C295 - Petrographic Examination of Aggregates for Concrete.

ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.

ASTM C430 - Fineness of Hydraulic Cement by the No. 325 (45- μ m) Sieve.

ASTM C494 - Chemical Admixtures for Concrete.

ASTM C566 - Total Moisture Content of Aggregate by Drying.

ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction. (Nonextruding and Resilient Bituminous Types.)

ASTM D1752 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.

2. Concrete Plant Mixer Standards of the Plant Mixer Manufacturers Division Concrete Plant Manufacturers Bureau.

3. Concrete Plant Standards of the Concrete Plant Manufacturers Bureau.

4. Corps of Engineers Specification for Nonshrink Grout, CRD-C621.

5. Federal Specification (FS)

TT-S-227E - Sealing Compound: Elastomeric Type, Multicomponent (for Caulking, Sealing, and Glazing in Buildings and Other Structures).

6. National Bureau of Standards (NBS) Specifications for Scales.

7. National Ready-Mix Concrete Association, "Truck Mixer, and Agitator Standards of the Truck Mixer Manufacturers Bureau."

B. Acceptance Testing of Concrete During Construction

1. A testing laboratory will be selected and paid by the Owner to perform the required compressive strength tests and statistical evaluations of concrete being used in the Work.

2. The Laboratory will sample, cure and test concrete cylinders in accordance with ASTM C31, C192 and C39, testing two cylinders at 7 days of age and two at 28 days of age.

3. The Laboratory will sample a minimum of one set of concrete cylinders per day's placement or one for each 50 cubic yards for larger placements.

1.3 Submittals

A. Submit as specified in Section 1330.

B. Include, but not limited to, product data and Shop Drawings of the following:

1. Nonshrink grouts.

2. Admixtures.

3. Bonding agents.

4. Curing agents.

5. Concrete floor hardeners, sealers, and coloring compounds.

6. Expansion joint materials.

7. Expansion joint sealants.

8. Waterstops.

C. Mill Certificates

1. Submit to Engineer a minimum of one copy for each cement shipment.

D. Concrete Mix Design Proportions

1. Submit as specified in PART 2, paragraph 2.1.D - Mix Proportions, this Section.
2. Submit for each mix design.
3. Resubmit for any change in each mix design.

E. Production Test Reports: Submit as specified in DIVISION 1 and PART 2, paragraph 2.1.E - Measurement of Materials, this Section.

F. Concrete Plant Certificate: Submit current plant certification showing the concrete plant is certified by the National Ready Mixed Concrete Association (NRMCA).

PART 2 - MATERIALS

2.1 Concrete

A. Materials

1. Portland cement Type V. Conform to ASTM C150.
2. **Fine Aggregate**
 - a. Conform to ASTM C33.
 - b. Approved service record of 3 years with a history indicating that the fine aggregate is not chemically reactive.
 - c. For a new fine aggregate source, or when 3 years' approved service records are not available, or when the service records are unacceptable; the aggregate shall be evaluated for potential reactivity. Aggregate must be considered innocuous in accordance with petrographic examination by ASTM C295 and tests conforming to ASTM C289.

- d. Fine aggregate considered deleterious or potentially deleterious shall not be used without approval.
- e. Maintain fine aggregate free of ice and frozen lumps.

3. Coarse Aggregate

a. Conform to ASTM C33

(1) Limits for deleterious substances and physical property requirements shall conform to Table 3 and applicable class designation 5S, 5M or 1N.

b. Approved service record of 3 years with a history indicating that the coarse aggregate is not chemically reactive.

c. For a new coarse-aggregate source, when 3 years' approved service records are not available, or when the service records are unacceptable; the aggregate shall be evaluated for potential reactivity. Aggregate must be considered innocuous in accordance with petrographic examination by ASTM C295 and tests conforming to ASTM C289.

d. Coarse aggregate considered deleterious or potentially deleterious shall not be used without approval.

e. Blast furnace slag will not be permitted.

f. Maintain coarse aggregate free of ice and frozen lumps.

g. Grading Requirements

(1) From 1 inch to No. 4 for all concrete unless otherwise specified.

4. Mixing Water

a. Only potable water will be acceptable.

5. Admixtures

a. Water-Reducing Type

- (1)** Conform to ASTM C494, Type A.
- (2)** Conform to manufacturer's recommendations for use.
- (3)** Technical assistance of the manufacturer's field representative shall be furnished upon request.

b. Air-Entraining Type

- (1)** Conform to ASTM C260.
- (2)** Conform to manufacturer's recommendations for use.
- (3)** Technical assistance of the manufacturer's field representative shall be furnished upon request.
- (4)** Testing of air-entraining admixtures shall conform to ASTM C233.

c. Other Admixtures: Used only with Engineer's written concurrence.

- (1)** Water-Reducing, Retarding Type: Conform to ASTM C494, Type D, and shall not contain any chloride ions added during manufacture.

d. Storage

- (1)** Admixtures shall be stored in such a manner as to avoid contamination, evaporation, freezing, temperature changes, settling, or any damage, which would adversely affect their characteristics.

B. Laboratory Testing of Materials for Use in Concrete

- 1.** An approved independent testing laboratory shall be selected and paid by Contractor to perform all required quality control tests of materials proposed for use in the production of concrete and to determine mix proportions when laboratory trial batches are required.
- 2.** If requested by the Owner, Contractor shall deliver representative Samples of all proposed concrete materials to the laboratory for the following testing:
 - a. Fine Aggregate**
 - (1)** ASTM C33.
 - (2)** ASTM C40.
 - (3)** ASTM C88.
 - b. Coarse Aggregate**
 - (1)** ASTM C33.
 - (2)** ASTM C88.
 - c.** Air-entraining admixture shall be tested conforming to ASTM C233.
- 3.** The laboratory test results shall be part of the design mix as specified in this PART 2, paragraph 2.1.D. - Mix Proportions, this Section.

C. Concrete Qualities Required

- 1. Compressive Strength**
 - a.** Minimum 28-day compressive strength = 4,000 psi for all construction.
 - b.** Compressive-strength determinations shall be made from 4" diameter x 8" long concrete cylinders tested in accordance with ASTM C39.

2. Slump of concrete shall be 4 inches, ± 1 inch as tested in accordance with ASTM C143.
3. Air Content: 4% to 6% as tested in accordance with ASTM C231.
4. Minimum Cement Content: 600 pounds per cubic yard.
5. Water-Cement Ratio: 0.45.

D. Mix Proportions

1. Concrete shall be homogeneous, readily placeable, and uniformly workable; proportioned to conform to ACI 211.1.
2. Mix proportions for all concrete, unless otherwise specified, shall be selected on the basis of laboratory trial mix design, or historical records of compressive strength.

a. Laboratory Trial Batch: All such Work shall be performed by the laboratory as specified in PART 2, paragraph 2.01.B. - Laboratory Testing of Materials for Use in Concrete, this Section.

(1) Laboratory trial batches shall be used to establish a water-cement ratio, compression-strength curve with at least three points, each representing the strength of a separate trial batch. At least one point shall be above and one below the strength required. Each point on the curve shall represent the average of at least three cylinders tested at 28 days or an earlier age when approved by Engineer. The slump and air content shall be at the maximum limits specified in PART 2, paragraph 2.01.C. - Concrete Qualities Required, this Section.

(2) A point on the water-cement ratio, compressive-strength curve shall be selected that will provide an average strength at least 1,200 psi greater than the specified minimum strength.

(3) Submit the following test data to Engineer for approval prior to placing concrete.

(a) Fine Aggregate

- 1.** ASTM C33.
- 2.** ASTM C40.
- 3.** ASTM C88.
- 4.** ASTM C117.
- 5.** ASTM C136.
- 6.** ASTM C142.
- 7.** Fineness modulus.
- 8.** ASTM C295 and ASTM 289 or approved service records.

(b) Coarse Aggregate

- 1.** ASTM C33.
- 2.** ASTM C88.
- 3.** ASTM C136.
- 4.** ASTM C142.
- 5.** ASTM C295 and ASTM C289 or approved service records.

(c) Cement

- 1.** Mill certificate.

(d) Concrete

- 1.** Fine and coarse aggregate, water and cement sources.
- 2.** Laboratory mix proportions, slump and air content.
- 3.** Water-cement ratio, compressive-strength curve.

b. Historical Records: In lieu of laboratory trial batches, the Contractor shall submit historical compressive strength data which demonstrates the mixture meets the strength criteria for proportioning presented in ACI 318-5.2.

- 3.** Prior to placing any concrete, the laboratory selected by the Contractor shall report the results of the testing and mix designs to the following:
 - a.** Resident Project Representative, Field Office (one copy).
 - b.** Contractor (copies as required).
 - c.** Concrete Supplier (copies as required).

E. Measurement of Materials

1. General Requirements

- a.** Conform to ACI 304.
- b.** Beam or springless dial-type scale conforming with NBS - "Specifications for Scales."
- c.** Volumetric measurement of water shall be performed with an approved automatic valve.

2. Concrete Plant Scale Accuracy and Calibration Frequency

- a. The concrete plant scales shall be accurate to +0.4% of the capacity of the scale.
- b. The scales shall be calibrated at intervals as specified in PART 3, paragraph 3.09 - Testing, this Section.

3. Individual Batch Accuracy

- a. Cement: $\pm 1.0\%$.
- b. Water: $\pm 1.0\%$ by volume or weight.
- c. Aggregates: $\pm 2.0\%$.
- d. Admixtures: $\pm 3.0\%$ by volume or weight.

F. Mixing and Delivery

- 1. Conform to ACI 304.
- 2. Cement temperature, when added to mix, shall not exceed 170°F.
- 3. Adjust the amount of mix water to compensate for the moisture content of the aggregates.
- 4. **Concrete Plant**
 - a. Conform to "Concrete Plant Mixer Standards of the Plant Mixer Manufacturers Division Concrete Plant Manufacturers Bureau" and "Concrete Plant Standards of the Concrete Plant Manufacturers Bureau."
 - b. Charge with 5% to 10% of the mixing water both in advance and after the addition of aggregates and cement.
 - c. Charge with remaining water uniformly with the other materials.

- d. Avoid charging in excess of manufacturer's rating.
- e. Discharge mixed concrete completely prior to recharging.

f. Mixing Time

- (1) Start immediately when all ingredients, except the last of the water, are in the mixer.
- (2) Minimum mixing time shall conform with mixer manufacturer's instructions, but not be less than the following:

<u>Capacity of Mixer Cubic Yards</u>	<u>Minimum Time of Mixing</u>
1 or less	1 minute
2	1 minute, 15 seconds
3	1 minute, 30 seconds
4	1 minute, 45 seconds
5	2 minutes
6	2 minutes, 15 seconds

Add 15 seconds' mixing time for each additional cubic yard of concrete.

5. Mixing of Concrete at Plant Off Jobsite

- a. Mix concrete in central mixer or truck mixer. Transport in truck mixer turning at agitation speeds only.
- b. Water added to concrete having a slump below the specified minimum shall be at Contractor's risk. If the water added produces a slump greater than the specified maximum, the concrete will be rejected. If water is added, the concrete shall be remixed for a minimum of 25 revolutions.
- c. Truck mixer shall conform to "Truck Mixer and Agitator Standards of the Truck Mixer Manufacturers Bureau" of the National Ready-Mix Concrete Association.

- d. Ready-mixed concrete shall be produced and delivered conforming to ASTM C94 as applicable.
 - e. Contractor shall furnish Owner with a concrete delivery ticket for each load of concrete. The ticket shall have the following information recorded:
 - (1) Ticket number.
 - (2) Time batched.
 - (3) Time arrived on jobsite.
 - (4) Time discharge started.
 - (5) Time completed delivery.
 - (6) Mix number.
 - (7) Amount of all water added at jobsite by Contractor.
6. Plant and truck mixer uniformity shall be tested according to ASTM C94. Frequency of tests shall be as specified in PART 3, this Section.

2.2 Grout

A. Grout for Dry Packing

- 1. **Volume:** 1 part portland cement to 2 parts sand.
- 2. Keep water to a minimum as required for placing by the dry packing method.
- 3. Place after the mixed grout has been allowed to stand for 2 hours.
- 4. The sand and cement shall be as specified for concrete.

B. Flowable Nonshrinking Grout

1. Required for setting handrail posts, for setting equipment recommended by the manufacturer to be set with nonshrinking grout, and in other places indicated.
2. Grout shall conform to Corps of Engineers specification for Nonshrink Grout, CRD-C621.
3. Grout shall be nonmetallic, as manufactured by one of the following:
 - a. L and M Construction Chemicals, Inc. - Crystex.
 - b. U. S. Grout Corporation - Five Star Grout.
 - c. Master Builder's Company - Masterflow 713 Grout.
 - d. Sauereisen Cements Company - Sauereisen F-100.
 - e. Gifford-Hill & Company - Supreme Grout.
4. Prepare and place conforming to manufacturer's printed instructions.
5. For equipment bases, the concrete surfaces shall be sandblasted or roughened with a chipping hammer prior to grouting. The foundation plates shall be cleaned of any grease, oil, paint, primers, or epoxy coatings.

C. Grout for Bonding

1. Proportion (by weight): 1 part cement to 1-1/2 parts sand.
2. Keep water to a minimum.

2.3 Bonding Agent

- A.** Provide moisture-insensitive, epoxy-resin bonding agent as manufactured by one of the following:
1. A. C. Horn, Inc. - Epoxitite.
 2. Euclid Chemical Company - Euco Epoxy.
 3. Sika Chemical Company - Sikastix 370.
 4. L&M Construction Chemicals, Inc. - Epobond.

2.4 Concrete Accessories

A. Water Stops

1. Serrated virgin polyvinyl chloride equal to one of the following:
 - a. Four Seasons, Inc. - Horn Durajoint Type 3.
 - b. Vulcan Metal Products Company - Vulco 8013.
 - c. Greenstreak – Model No. 732

B. Expansion Joints

1. **Expansion Joint Filler:** Premolded cork of thickness indicated and conforming to ASTM D1752, Type III, self-expanding cork. Unless indicated to be asphalt-impregnated fiber.
2. **Expansion Joint Filler:** Preformed asphalt-impregnated fiber of thickness indicated and conforming to ASTM D1751. Use where indicated.
3. **Bond Breaker:** Polyethylene strip.

4. Joint Sealant:

- a.** Use 2-component, self-leveling urethane conforming to FS TT-S-227E as manufactured by one of the following:
 - (1)** A. C. Horn Inc. - Duraseal-U.
 - (2)** Pecora Inc. - Urexpan NR-200.
 - (3)** Sonneborn - SL-2 Sealant.
- b.** Prime joints with manufacturer's primer.

C. Dovetail Anchor Slots

- 1.** 24-gage zinc alloy, 1" (25 mm) wide back x 1" deep x 5/8" throat as manufactured by one of the following:
 - a.** Gateway Products.
 - b.** Heckmann Building Products, Inc.
 - c.** Hohmann & Barnard, Inc.

2.5 Curing Agent

- A.** Liquid membrane-forming compound conforming to ASTM C309, Type 1. Curing agent shall be VOC compliant with maximum 2.9 lbs/gal (350 g/l), or less where area regulations are more stringent. ASTM C309, Type 2 shall be used as specified in PART 3, paragraph 3.05 - HOT WEATHER CONCRETING, this Section.

PART 3 - EXECUTION

3.1 Preparation for Concrete Placement

- A. Openings Through Concrete:** Provide openings through concrete as indicated and for the proper installation of all equipment, piping, wiring and similar items, installed under this Contract.

B. Installation of Embedded Items

- 1.** Provide for accurate installation of embedded items installed under this Contract.
- 2.** Embedded items shall be as indicated or specified, or as selected by Contractor and approved by Engineer.
- 3.** During cold weather, protect pipe sleeves from moisture, which may freeze, expand, and crack the sleeve and concrete structure.
- 4.** Grease or tape anchor bolt threads to protect from concrete splatter.

C. Installation of Joints

1. Construction Joints

a. Location

- (1)** Locate joints, which are not indicated or specified, in conformance with ACI 318.
- (2)** Obtain Engineer's approval of joints located by Contractor prior to preparation of reinforcing steel drawings.

b. Preparation and Installation

- (1)** Clean and break laitance or other foreign material from bonding surface.
- (2)** Tighten forms remaining in place (where applicable) to prevent seepage between forms and hardened concrete.
- (3)** Provide water stops and shear keys as indicated or specified and as required in any new construction joint requested by Contractor.

c. Waterstops

- (1)** Install in all construction joints where indicated.
- (2)** Install conforming to manufacturer's printed instructions.
- (3)** All joints and splices of PVC waterstop shall be 100% fused.

2. Expansion Joints

- a.** Install as indicated.
- b.** Reinforcement bars will not extend through expansion joints unless otherwise indicated.
- c.** Where joint sealant is indicated, completely cover the top surface of the joint filler with a polyethylene strip bond breaker prior to sealing joint.
- d.** Seal top of expansion joint with joint sealant applied conforming to manufacturer's instructions. Depth of sealant shall be one-half the joint width unless otherwise indicated. During cold weather, protect joint from moisture prior to installation of joint sealant.

3. Dovetail Anchor Slots: Install as indicated or specified.

D. Cutting and Bonding to Existing Concrete

1. Cutting Existing Concrete

- a.** Use methods and equipment that will avoid damage to adjacent parts of the structure from heavy blows or vibration.
- b.** Cut existing concrete with power concrete saw where possible to prevent spalling and chipping and to form neat, straight edge.

- c. Remove all loose or cracked pieces resulting from cutting existing concrete, leaving only sound, undamaged concrete adjacent to new Work.
- d. Leave access opening edges with a neat, true grout surface to the opening size indicated.
- e. Cut reinforcing steel with sufficient length remaining (approximately 30-bar diameters) for bending and lapping into new construction.

2. Bonding to Existing Concrete

- a. Roughen concrete by use of a pneumatic chipping hammer or other approved means.
- b. Thoroughly clean the concrete surface and apply the bonding agent. Place the fresh concrete after the bonding agent becomes tacky.

3.2 Placing of Concrete

A. Conventional Placing

1. General Requirements

- a. Conform to ACI 304.
- b. Bonding surfaces shall be clean, free of laitance and foreign materials.
- c. Face horizontal bonding surfaces with 1-inch-thick coat of fresh "grout for bonding." Wet all other surfaces.
- d. Place concrete on properly prepared and unfrozen subgrade and only in dewatered excavation and forms.
- e. Use forms for all concrete except where otherwise indicated or specified.
- f. Do not place concrete that has partially hardened or has been contaminated by foreign materials.

- g.** Prevent mud or foreign materials from entering the concrete or forms during placement operations.

2. Conveying

- a.** Convey concrete from the mixer and deposit in place by methods, which will prevent the segregation or loss of materials.
- b.** Equipment for chuting, pumping, and pneumatically conveying concrete shall be of such size and design as to provide a practically continuous flow of concrete at the delivery end.
- c.** Aluminum conveying equipment shall not be used.

3. Depositing

- a.** Place concrete in continuous horizontal lifts not to exceed 2 feet, and place concrete against bulkheads and keyways at vertical joints.
- b.** Maximum free drop of concrete shall be 5 feet, in walls 10 inches or less in thickness, with 1-foot additional drop allowed for each inch of wall thickness over 10 inches, with a maximum drop of 10 feet.

4. Consolidation of Concrete

- a.** Consolidate concrete in conformance with ACI 309. Characteristics and application of concrete vibrators shall be as set forth in Table 5.1.4.
- b.** Provide an adequate number of vibrators of sufficient capacity to keep up with the maximum rate of concrete placement. Keep on hand adequate standby equipment in good operating condition.
- c.** Vibrate concrete only until the concrete is thoroughly consolidated and the voids filled, as evidenced by the leveled appearance of the concrete at the exposed surface and the embedment of the surface aggregate.

- d.** Insert internal vibrators vertically to the full depth of the layer being placed and into the previous layer. Do not drag vibrators through the concrete. Insert and withdraw vibrator slowly with the vibrator running continuously so that no hole will be left in the concrete. Do not flow concrete from one location to another by use of a vibrator.
- e.** Consolidate concrete layer to full depth when using a surface vibrator. Use thinner layers or a more powerful vibrator if necessary to achieve complete consolidation.
- f.** Use form vibrators only where sections are too thin or where sections are inaccessible for internal vibrators.

5. Time Requirements

- a.** Place concrete at a sufficient rate to assure that lifts below have not taken initial set before fresh concrete is deposited.
- b.** Place concrete within 45 minutes after mixing. This period may be extended to 1 hour and 30 minutes provided that the combined air temperature, relative humidity, and wind velocity are such that the plasticity of the fresh concrete is satisfactory for placement and consolidation, and that the specified mixing water is not exceeded. Concrete, which has partially set, shall not be retempered but shall be discarded.

6. Placing Concrete at Joints

- a.** Bed horizontal joints with 1 inch of grout for bonding.
- b.** Take precautions to ensure tight, well-bonded construction joints with no air pockets or voids.
- c.** Take special precautions to avoid bending or displacing waterstop while placing concrete around it.
- d.** Delay construction at a joint a minimum of 16 hours where placement is continued past joint, except where otherwise indicated.

3.3 Finishing

A. Unformed Surfaces

1. Screed Finish

- a.** Use as first stage for all concrete finishes.
- b.** Use as final finish on surfaces that will be covered by additional concrete, grout placement, or mortar setting bed except as otherwise specified.
- c.** Immediately after screeding, use a wood float, darby, or bullfloat to eliminate high and low spots and to embed large aggregate. This shall be done in a manner to produce even, uniform surfaces so that surface irregularities do not exceed 3/8 inch in 10 feet when used as final finish.

2. Floated Finish

- a.** Use as second stage of broomed or troweled finish.
- b.** Float with mechanical float. Hand floating will be permitted only in areas inaccessible to mechanical float.
- c.** On surfaces not to receive troweled finish, finish with wood or cork float after mechanical floating to a true uniform surface so that surface irregularities do not exceed 1/8 inch in 10 feet, except at floor drains.

3. Broomed Finish

- a.** Use as final finish on all outdoor concrete surfaces subject to pedestrian and/or vehicle traffic.
- b.** After floated finish, draw a stiff bristle broom across the surface making uniform corrugations, perpendicular to the direction of traffic, not more than 1/16 inch deep.

4. Troweled Finish

- a.** Use as final finish on all other unformed surfaces not otherwise indicated or specified.
- b.** Trowel with steel trowel, mechanical or hand, to obtain a smooth, dense finish. The final troweling shall be done after the concrete has become hard enough so that no mortar adheres to the edge of trowel and a ringing sound is produced as the trowel passes over the surface.
- c.** Do not trowel before surface water has evaporated or has been removed with a squeegee.
- d.** Finish to a true uniform surface so that surface irregularities do not exceed 1/8 inch in 10 feet, except at floor drains.
- e.** Do not add sand or cement to the floor surface.

B. Formed Surfaces

- 1.** Repair surface defects as specified in PART 3, paragraph 3.03.C. - Repair of Defective Surfaces, this Section.

C. Repair of Defective Surfaces

- 1.** Defined as any concrete surface showing misalignment, rock pockets, poor joints, holes from ties, voids, honeycomb, or any other defective area.
- 2. Repairing**
 - a.** Repair as soon as forms have been removed.
 - b.** Chip surface back to minimum depth of 1/2 inch, chip edges perpendicular to surface, prewet depression and brush with neat cement immediately before patching.
 - c.** Patch surfaces using stiff mortar with same sand-cement ratio as original concrete and with minimum water for placing. Blend with white cement to match concrete color.

- d.** Compact mortar into depressions so that after curing, hole is filled and mortar is flush with surface. Use hammer and ramming rod for compacting the holes.
- e.** Moist-cure for 3 days or use curing compound.
- f.** Engineer shall be notified of areas containing defects or where reinforcing steel is exposed, prior to determination of repair method.

3.4 Curing

- A.** Cure all concrete by one of the following methods in accordance with ACI 308:
 - 1.** Leaving in forms for a minimum of 7 days. Keep formwork wet to prevent drying of concrete surfaces.
 - 2.** Use of saturated bats, soaker hoses, or sprinkler for a minimum of 7 days. Keep concrete continuously wet.
 - 3.** Using one coat of a liquid membrane forming compound conforming to ASTM C309, Type 1. Apply immediately after removal of forms (which have been continuously wet); or in case of a slab, after the concrete has been finished and is hardened sufficiently to walk on.
 - 4.** Using polyethylene sheets applied in full contact with surfaces.
 - 5.** Curing of concrete during hot or cold weather shall conform to PART 3 - HOT WEATHER CONCRETING and COLD WEATHER CONCRETING, this Section.

3.5 Hot Weather Concreting

- A.** Follow the recommendations of ACI 305 if any of the following conditions occur:
 - 1.** When the temperature is 90°F or above.
 - 2.** When the temperature is likely to rise above 90°F within the 24-hour period after concrete placement.

- 3.** When there is any combination of high air temperature, low relative humidity, and wind velocity which would impair either concrete strength or quality.
- B.** Concrete shall have a maximum temperature of 100°F during placement.
- C.** Dampen subgrade and forms with cool water immediately prior to placement of concrete.
- D.** Protect freshly placed concrete immediately after placement so that the rate of evaporation as determined by ACI 305 (Figure 2.1.5) does not exceed 0.2 pound per square foot per hour.
- E.** Protect concrete with suitable insulation if rapidly decreasing nighttime temperatures occur, which would cause thermal shock to concrete placed during warm daytime temperatures.
- F.** Protect the concrete with temporary wet covering during any appreciable delay between placement and finishing.
- G.** Begin curing unformed surfaces immediately after finishing and continue for 24 hours. Curing shall consist of application and maintenance of water-saturated material to all exposed surfaces; horizontal, vertical, and otherwise. After the 24-hour interval, continue curing using one of the following methods:
 - 1.** Moist curing for 6 days.
 - 2.** Application of one coat of curing compound conforming to ASTM C309, Type 2.
 - 3.** Application and maintenance of curing paper or heat-reflecting plastic sheets for 6 more days.
- H.** Begin curing formed concrete immediately after placing. Curing shall consist of keeping forms continuously wet for 24 hours. Thereafter, continue curing using one of the following methods:
 - 1.** Loosen forms and position soaker hose so that water runs down along concrete surfaces. Continue for 6 days.

2. Strip forms and apply curing compound conforming to ASTM C309, Type 2. Do not allow concrete surfaces to dry prior to application of curing compound.

3.6 Cold Weather Concreting

- A. When the temperature is 40°F or is likely to fall below 40°F during the 24-hour period after concrete placement, follow the recommendations of ACI 306 to prevent loss of concrete strength or quality.
- B. Minimum temperature for concrete as mixed shall be as indicated on lines 2, 3, and 4 of Table 1.4.1 of ACI 306. Maximum temperature for concrete as mixed shall be 10°F greater than the corresponding minimum temperature.
- C. Place and maintain concrete so that its temperature is never less than the temperature indicated on line 1 of Table 1.4.1 of ACI 306. Maintain the required temperature for the time duration indicated on Table 1.4.2 of ACI 306.
- D. Monitor temperature of concrete in place at corners or edges of formwork as applicable.
- E. **Air Heaters**
 1. Do not expose concrete to carbon monoxide or carbon dioxide fumes from heaters or engines.
 2. Oil- or coke-burning salamanders will not be permitted.
 3. Heaters shall be ultramatic portable heaters made by the Union Chill Mat Company or approved equal.
 4. Personnel shall be present at all times to maintain safe, continuous operation of heating system.
- F. Control temperature and humidity of protected concrete so that excessive drying of concrete surfaces does not occur.
- G. Calcium chloride will not be permitted as a concrete accelerator or to thaw frozen subgrade prior to concrete placement.

- H. The maximum allowable temperature drop during the first 24-hour period after protection is discontinued shall be as indicated on line 5 of Table 1.4.1 of ACI 306.
- I. Cure the concrete in accordance with Chapter 5 of ACI 306.

3.7 Low-Strength Concrete

A. Low-Strength Concrete

1. Defined as either

- a. Concrete whose average, of any sets of three consecutive 28-day strength tests, is below the required 28-day strength.
- b. Concrete whose individual 28-day strength test (average of two cylinders) is more than 500 psi below the required 28-day strength.

2. Should concrete meet either definition of low-strength concrete as a minimum, the Contractor shall take the following steps:

- a. Increase the cement content. The increase shall be based on a statistical evaluation of the strength data, the design water-cement ratio, compressive-strength curve, and acceptable mix-design literature as follows:
 - (1)** If sufficient concrete has been furnished to accumulate 30 tests, these should be used to establish a new target average strength in accordance with ACI 318, Section 4.3.1.
 - (2)** If less than 30 tests have been made, the new target average strength should be at least as great as the average strength used in the initial selection of the mix proportions. Increase the target average strength based on a statistical evaluation of the available strength data, the design water-cement ratio, compressive-strength curve, and acceptable mix-design literature. If the statistical average equals or exceeds the initial mix-design level, a further increase in the average level is required.

- b. Remove and replace with acceptable concrete when the quality and location of the low-strength concrete is such that Engineer considers the strength or durability of the structure is impaired and so orders.
- 3. Low-strength concrete shall be considered defective Work as defined in DOCUMENT 00700 - GENERAL CONDITIONS.
- B. Potentially Low-Strength Concrete:** Defined as concrete whose 7-day test (average of two cylinders) is less than 70% of the specified minimum 28-day compressive strength.
- C.** Construction delays caused by low-strength or potentially low-strength concrete shall not relieve Contractor from responsibility for late completion even though extensions of time may be granted.

3.8 Miscellaneous Concrete Items

A. Concrete Seal Coat

- 1. Apply to the ground surface immediately beneath all "on-grade" slabs and footings where indicated or specified.
- 2. Seal coat shall consist of a concrete slab of the thickness indicated.
- 3. Accurately screed so that the top of the seal coat will not be higher than the bottom elevation of structural slabs or footings to be placed thereon.
- 4. Do not place seal coat until after all excavating in the area has been completed and all drain lines, conduits, and other items under the area are completed and properly backfilled and compacted.

B. Equipment Bases

- 1. Construct equipment bases, pads, and foundations as indicated or, when not indicated, conforming to equipment manufacturer's requirements.

2. Reinforce conforming to typical detail unless otherwise indicated.
3. Equipment bases shall include concrete, reinforcing steel, form work as required, and anchor bolts. Place grout for equipment installed under this Contract.
4. Finish top area of bases between anchor bolts and forms with a troweled finish.

3.9 Testing

A. Field Testing of Concrete Plant and Mixing Trucks

1. The concrete plant shall be inspected and tested to ensure conformance with ACI 304 and the "Concrete Plant Standards of the Concrete Plant Manufacturers Bureau." The scales shall be calibrated at the initial setup and at 3-month intervals thereafter.
2. Mixing trucks shall be inspected and tested to ensure conformance with ACI 304 and "Truck Mixer and Agitator Standards of the Truck Mixer Manufacturers Bureau" of the National Ready-Mix Concrete Association. Tests shall be done at initial setup and every 3 months thereafter.
3. Submit test reports when requested.

B. Field Testing of Concrete and Making of Concrete Test Cylinders

1. Contractor shall furnish test equipment, test cylinder molds, and trained personnel to perform all required field tests, make the required concrete test cylinders, and deliver test cylinders to the testing laboratory. The prescribed tests shall be made in the presence of or with the concurrence of the Owner.
2. Concrete sampling for tests and cylinder making shall be done conforming to ASTM C172. Samples shall be taken at random and at the point of truck discharge.

3. Perform the following tests

- a.** Moisture content, ASTM C566. Perform this test a minimum of twice a day and adjust the amount of mix water to compensate for the moisture content of the aggregates.
- b.** Prepare test cylinders conforming to ASTM C31, with not less than one set of cylinders (four cylinders) from each day's placement for each 50 cubic yards or fraction thereof. Test cylinders for compressive strength in accordance with ASTM C39.
- c.** Slump test conforming to ASTM C143. Perform tests on the first batch produced each day, for every 50 cubic yards or fraction thereafter, and with every set of test cylinders. Additional tests shall be run when directed by the Engineer.
- d.** Air content test conforming to ASTM C231. Perform for first batch of day and with each set of test cylinders.
- e.** The batch of concrete being tested for slump or air content shall not be placed until acceptable results are obtained.
- f.** Discard concrete used for slump and air tests.
- g.** Perform concrete and air temperature tests for first batch of day and with each set of test cylinders. Additional readings shall be taken when directed by the Engineer.
- h.** Any batch of concrete with slump or air content not in conformance with Specifications shall be rejected.
- i.** Furnish slump, air content, and temperature test results to the testing laboratory for inclusion in the cylinder test reports.

C. Laboratory Testing of Aggregates and Concrete During Construction

- 1.** An independent testing laboratory will be selected and paid by the Owner to perform the required laboratory tests and statistical evaluations of concrete being used in the Work.
- 2.** Laboratory will sample, cure and test concrete cylinders in accordance with ASTM C31, C192 and C39, testing two cylinders at 7 days of age and two at 28 days of age.
- 3.** Contractor shall have the right to observe all phases of concrete cylinder curing and testing. Should Contractor observe any deviations from the prescribed testing procedures that he considers detrimental to concrete strength test results, he shall immediately notify Owner in writing.
- 4.** Contractor shall assist laboratory in obtaining Samples of fine and coarse aggregate for periodic testing.
- 5.** The Contractor shall make arrangements with the testing laboratory to receive copies of test reports. The cost of providing a maximum of two copies of each report to the Contractor will be paid by the Owner.
- 6.** Should the test results indicate low strength concrete as defined in PART 3, paragraph 3.07 - LOW-STRENGTH CONCRETE, this Section, Contractor shall take immediate corrective action.
- 7.** Should the statistical data indicate an excessive margin of safety, the concrete mix may be modified subject to Engineer's approval.
- 8.** Should the material tests taken during construction indicate nonconformance with the Specifications, the Contractor shall take immediate corrective action.

PART 4 - MEASUREMENT AND PAYMENT – Not Applicable

**** END OF SECTION 03300 ****

SECTION 05500

ALUMINUM HANDRAIL

PART 1 - GENERAL

1.1 Description

A. Description of Work

The work to be performed in accordance with this section includes furnishing and installing aluminum handrail including railing, posts, fittings and anchorage.

The work shall include the furnishing of all labor, tools, equipment, materials and performing all operations to provide a complete item in accordance with the project plans and these specifications.

B. Related Work Specified Elsewhere

Concrete Structures.....Section 03300

1.2 Quality Assurance

A. Reference Test Standards and Specifications

ASTM B221, Specification for Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes, and Tubes.

ASTM B241, Specification for Aluminum and Aluminum-Alloy Seamless Pipe and Seamless Extruded Tube.

ASTM B209, Specification for Aluminum and Aluminum-Alloy Sheet Pipe and Plate.

1.3 Submittals

A. Certificates of Compliance

1. Handrail Materials and Fasteners

B. Shop Drawings

1. Handrail

PART 2 - MATERIALS

2.1 Aluminum Alloy for Pipe

ASTM B241, Alloy 6061-T6 or 6063-T6.

2.2 Aluminum Alloy Tubing

ASTM B221, Alloy 6061-T6 or 6063-T6, Schedule 40, Handrail grade.

2.3 Cast Aluminum Alloy

AASHTO M193.

2.4 Aluminum Alloy Shims

ASTM B209, Alloy 1100-1.

2.5 Aluminum Anodizing

After fabrication and finishing all aluminum railings shall be brushed and given a medium chemical etch and a clear architectural class satin finish in accordance with the "Standards for Anodized Architectural Aluminum".

2.6 Fasteners

- A.** Expansion shield anchor bolts and drive pins for attaching items to concrete or masonry. Stainless steel AISI type 304:
 - 1.** Expansion anchor bolts shall be stainless steel machine bolts inserted in separate double metal wedge lead expansion shields. Minimum bolt size 3/4-inch.

PART 3 - EXECUTION

3.1 Fabrication

Fabricate aluminum railings in the most practical sections, with closely fitted, continuously welded connections, grind welds until blended into adjacent surfaces. All railing surfaces shall receive clear satin anodized coating.

A. Joints

Weld all joints in conformance with Specifications for Welding Aluminum of the AWS. All welds shall be ground smooth and brushed to match tubing finish.

3.2 Installation, General

- A.** Insofar as possible, fabricate and fit metal work in the shop, in transportable components ready for field erection.
- B.** Finished work shall conform to a straight line or flat plane to within 1/8-inch in 8 feet and to within 1/4-inch total deviation.
- C.** Curved surfaces shall conform to a true arc of a circle to within 1/16-inch.
- D.** Make proper allowance for expansion and contraction of the metals and of the materials to which they are fastened.
- E.** Where metal is fastened to concrete, make the connection by means of embedding expansion shield anchor bolts. Wood plugs, plastic plugs or powder driven studs are not acceptable.
- F.** Construct work to withstand the forces required by UBC and OSHA.
- G.** All work subjected to contact by personnel shall have all corners rounded or chamfered, all edges ground smooth.
- H.** Perform all welding in accordance with AWS manual "Welding Aluminum". Employ methods and techniques to achieve the full strength of the members joined and architectural appearance.
- I.** Field Assembly: Set members to lines and elevations indicated. Align and adjust members before making permanent conditions.

3.3 Protection

Protect the aluminum from corrosion by separating aluminum and concrete and dissimilar metal surface with a plastic separator sheet or shims as required.

PART 4 - MEASUREMENT AND PAYMENT – Not Applicable

****END OF SECTION****