

TOWN OF PATAGONIA

WATER SYSTEM IMPROVEMENT PROJECT

COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT No. 120-17



TOWN OF PATAGONIA
310 MCKEOWN AVE.
PATAGONIA, AZ 85624
OCTOBER, 2017



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WATER SYSTEM IMPROVEMENT PROJECT
CDBG #120-17

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TOWN OF PATAGONIA
INVITATION TO BID
WATER SYSTEM IMPROVEMENT PROJECT

Town of Patagonia hereinafter referred to as Town, through a Community Development Block Grant (CDBG) from the State of Arizona Department of Housing (ADOH) will accept bids from qualified firms or individuals with the appropriate license as registered with the Arizona Registrar of Contractors to perform the following services:

Project Description

Approx. 445 l.f. under Sheard Dr., approx. 373 l.f. under Lenon Way and approx.1293 l.f. under 3rd Ave. will have existing old 2 inch lines that are failing replaced with new, mainly 6 inch lines and 488 l.f. of 8-inch line. Two valves will be replaced at 1st and Pennsylvania, one at 3rd Ave and Smelter, and two at 4th Ave and Santa Rita. Seven new fire hydrants with valves will be placed at 3rd Ave. and Mesa, Costello and McKeown, Santa Rita between 3rd and 4th Ave., Lenon Way, Sheard Dr., Rothrock between 3rd & 4th, and at Santa Rita and Costello.

Objective/Scope of Work

The contractor shall furnish all materials, labor, equipment, services, transportation and perform all the work for the Town's project known as the Water System Improvement Project for Town of Patagonia, Arizona as called for in the plans/specifications. The proposer should prepare a detailed time schedule for completion. The successful proposer will be required to lend all possible assistance in the preparation, investigation and documentation necessary for compliance with all applicable federal Labor Standards/Davis-Bacon and other requirements of ADOH. The successful proposer should be prepared to comply with all local, state and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include 2 CFR 200, Executive Orders and the Arizona Administrative Code.

Bids

To be considered, *one (1) original and two (2) copies* of the Bid must be provided and in accordance with the Instructions to Bidders included in the bid package.

Sealed bids will be received in the office of the Town Clerk, 310 McKeown Ave., Patagonia, AZ, 85624, until 4 p.m., on October 20, 2017 at which time all bids received will be opened and the amount of the total bid and alternates read aloud. Failure of the proposer to complete all of the

bid documents may result in rejection of the Bid. All bids should be identified as “Sealed Bids – Water System Improvement Project, CDBG #120-17”.

Correspondence, questions and/or clarifications of the bidding procedure and clarifications, correspondence and/or questions concerning the plans or specs and for additional information on plan and spec review locations and how to obtain plans and specifications contact: Bill O’Brien, PE, Project Engineer, Nextgen Engineering, Inc. 877 S. Alvernon Way, Suite 200B, Tucson, AZ 85711, Ph. (520) 393-3931, admin@ngeneng.com. The electronic bid document and plans may be obtained by email request or calling the above number at no charge. Hard copies can be obtained for \$50.00.

A bid security in the form of a certified check, cashier's check or bid bond in the amount of five percent (5%) of the bid shall accompany each Bid. Bonding companies issuing acceptable bonds in conjunction with this project must hold a certification of authority to transact surety business in Arizona as issued by the Director of the Department of Insurance. All bid security shall be made payable, without condition, to the Town of Patagonia. Said bid security shall be considered liquidated damages and shall be forfeited to the Town of Patagonia in the event the Bid is accepted and the successful bidder fails to execute the contract and furnish the required bonds within ten (10) working days after the notice of bid award.

The Town will conduct a pre-bid conference and site inspection on October 12, 2017, beginning at 11:30 a.m. Interested bidders should meet at the Town Hall, 310 McKeown Ave., Patagonia, AZ, 85624 which is accessible to persons with disabilities. Individuals with special accessibility needs, may contact the Town at (520) 394-2229 at least seventy-two (72) hours prior to the meeting.

The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

If information of a material matter is provided in response to any correspondence or question or if a clarification is issued by the Town, a copy of the question and answer will be provided to all prospective bidders who have requested a set of plans. This response shall serve as an addendum to the advertised call for bids.

Town of Patagonia reserves the right to accept the lowest, responsible bid; to consider alternatives; to reject any or all bids; and to waive irregularities or information in any bid. Bids received after the specified time of closing will be returned unopened. Town of Patagonia also reserves the right to hold any or all bids for a period of thirty (30) days after the date of opening. Bidders will not be allowed to withdraw submitted bids during the thirty (30) day period.

Town of Patagonia is an Affirmative Action/Equal Opportunity Employer

Instructions to Bidders

Submit one (1) original and two (2) copies of the bid which shall be sealed and filed at the time and place indicated in the Invitation to Bid. Bidders must adhere to the following:

1. Submit Proposal form.
2. Utilizing the form provided, identify sub-contractors and material suppliers known when bid is submitted.
3. Utilizing the form provided, submit the LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements. This form is to be signed by the owner or corporate officer of the bidder.
4. Utilizing the form provided, submit the Certifications. This form is to be signed by the owner or corporate officer of the bidder.
5. Submit bid security.

Bid Security, Performance Bond and Payment Bond

The bid guarantee shall be in the form of a certified or cashier's check, upon a solvent bank or a surety bond for five (5%) percent of the amount of the bid.

The contractor will be required to provide a Performance Bond and Payment Bond equal to one hundred (100%) percent of the contract amount. No substitution or other form of bond will be allowed.

Such bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable and acceptable to the Town of Huachuca City and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.

Insurance

The contractor shall purchase and maintain during the contract time insurance as listed in the contract, including Protective Bodily Injury, Personal Property and Automobile Bodily Injury and Property Damage. The contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to the Town of Huachuca City.

The Certificate of Insurance shall name as additional insured the Town of Huachuca City. As required by law, the Certificate of Insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona or countersigned by an agent of the carrier authorized to do business in the State of Arizona.

Additionally, the contractor will be required to purchase and maintain Worker's Compensation Insurance, including occupational disease provisions, for all employees at the site of the project. In case any work is sublet, the contractor shall require such sub-contractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions, for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Award of the Contract

The Town of Huachuca City reserves the right to reject any and all bids and to award the contract to other than the low bidder with good cause. The Town further reserves the right to waive any informality or irregularities in the bidding process. Additionally, the bidder recognizes the right of the Town to reject a bid if the bidder failed to furnish the data required by the bidding documents or if the bid is in any way incomplete or irregular.

Each bidder shall be prepared to provide evidence of his/her experience, qualification and financial ability to carry out the terms of the contract.

All bids shall remain firm for a period of thirty (30) calendar days after the date of the bid opening. Proposals may not be modified after submittal. Bidders may withdraw proposals at any time prior to bid opening. No proposal may be modified or withdrawn after the bid opening except where the award of the contract has been delayed more than thirty-one (31) days.

The contractor to whom the contract is awarded will be required to execute the contract and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date of receipt of the Notice of Award. The Notice of Award shall be accompanied by the necessary contract documents. If the bidder fails to execute the contract, the Town may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Town.

Notwithstanding any delay in the preparation and execution of the formal contract, each bidder shall be prepared to commence work within seven (7) days of receipt of the Notice to Proceed.

Protest Procedure

Bid protests shall be submitted in writing to: Tammy J. Mitchell, Manager, Town of Huachuca City, 500 N. Gonzales Blvd., Huachuca City, AZ 85616 within seventy-two (72) hours of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of

authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, ADOH, or others, the Town will respond to the protest. The Town of Huachuca City reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

PROPOSAL CHECK LIST

- Bid Proposal Form
- Bid Schedule
- Bid Bond, Certified Check or Cashier's Check
- Sub-contractor and Material Suppliers List
- LS-2 – Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- Certifications

Bid Schedule of Work and Prices
Patagonia Water System Improvements CDBG 120-17

Base Bid: Mesa Area, General Town Area

Item	Descriptions	Approx Quantity	Payment Reference	Unit Price (in Figure)	Item Total (in Figure)
1	Traffic Control and Construction Signing	LS	1001		
2	Clearing and Grubbing	LS	1002		
3	Installation of Waterlines 6" Dia Main (C900)	1292 LF	1003		
4	8" Dia Main (C900)	488 LF	1003		
5	1" Dia. Service Lines (PE)	9	1003		
6	6" Dia. Fire Hydrant Lines (DIP)	96 LF	1003		
7	Valves - Resilient-Seated Gate Valves w Covers	16	1004		
8	Valves - Air Relief Valves	1	1004		
10	Fire Hydrants	5	1005		
11	Water Meter Box Installation	9	1006		
12	Pavement Replacement	408 SY	1007		
Total Mesa, and General Town Bid (Summation of Items 1 thru 12)					

Alternate 1: Sheard Drive

Item	Descriptions	Approx Quantity	Payment Reference	Unit Price (in Figure)	Item Total (in Figure)
1	Traffic Control and Construction Signing	LS	1001		
2	Clearing and Grubbing	LS	1002		
3	Installation of Waterlines 6" Dia Main (C900)	445 LF	1003		
5	1" Dia. Service Lines (PE)	20	1003		
6	6" Dia. Fire Hydrant Lines (DIP)	11 LF	1003		
7	Valves - Resilient-Seated Gate Valves w Covers	2	1004		
8	Valves - Air Relief Valves	1	1004		
10	Fire Hydrants	1	1005		
11	Water Meter Box Installation	20	1006		
12	Pavement Replacement	174 SY	1007		
Total Sheard Dr. (Summation of Items 1 thru 12)					

Alternate 2: Lenon Way

Item	Descriptions	Approx Quantity	Payment Reference	Unit Price (in Figure)	Item Total (in Figure)
1	Traffic Control and Construction Signing	LS	1001-		
2	Clearing and Grubbing	LS	1002		
3	Installation of Waterlines 6" Dia Main (C900)	373 LF	1003		
4	6" Dia. Fire Hydrant Lines (DIP)	22 LF	1003		
5	Valves Resilient-Seated Gate Valve with Cover	1	1004		
6	Valves – Air Relief	1	1004		
7	Fire Hydrants	1	1005		
8	Pavement Replacement	146 SY	1007		
Total Lenon Way Bid (Summation of Items 1 thru 8)					

The following addenda are acknowledged:
 (Contractor must fill in number and date of each addenda or may enter
 The word "None" if appropriate)

Number	Dated

I make the above proposal and certify and declare under penalty of perjury under the laws of the State of Arizona that the Proposal and my signature below are true and correct.

Dated _____

Signature _____

At _____
 (Owner and State)

Position _____
 (Sole Owner, Partner, President, etc)

License No. _____

Company Name _____

License Classification _____

Type of Organization _____
 (Individual, Partnership, Corp.)

License Expiration Date _____

BID PROPOSAL FORM
THE TOWN OF PATAGONIA
WATER SYSTEM IMPROVEMENT PROJECT

CONTRACT IDENTIFICATION AND NUMBER: CDBG #120-17

THIS BID IS SUBMITTED TO: The Town of Patagonia
310 McKeown Ave., Patagonia, AZ, 85624

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the Town of Patagonia in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for thirty (30) days after the day of bid opening. Bidder will sign and submit the contract with the bonds and other documents required by the bidding requirements within ten (10) days after the date of Notice of Award.
3. In submitting this bid, bidder represents, as more fully set forth in the contract, that:
 - a. Bidder has examined copies of all of the bidding documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
_____	_____
_____	_____
_____	_____

- b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
 - c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order 2009-9 and all other applicable state and federal laws, regulations and Executive Orders.
 - d. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures

at or contiguous to the site. Bidder acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.

- e. Bidder has correlated the information known to the bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
 - f. Bidder has provided the Town written notice of all conflicts, errors, ambiguities or discrepancies that bidder has discovered in the contract documents and the written resolution thereof by Town is acceptable to bidder and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
 - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself/herself any advantage over any other bidder or over the Town.
4. Bidder will complete the Base Bid work in accordance with the contract documents for the following price:

\$ _____ (numbers)

\$ _____ (words)

5. Bidder will complete Alternate No. 1 (Sheard Drive) in accordance with the contract documents for the following price:

\$ _____ (numbers)

\$ _____ (words)

6. Bidder will complete Alternate No. 2 (Lenon Way) in accordance with the contract documents for the following price:

\$ _____ (numbers)

\$ _____ (words)

7. Bidder agrees that the work will be fully completed and ready for final payment within Thirty (30) *calendar days* after the date when the contract time commences.

8. Bidder accepts the provisions of the contract as to liquidated damages of *\$1000 per day* for each consecutive calendar day in the event of failure to complete the work within the times specified in the contract.

9. The following documents are attached to and made a condition of this bid:

1. Required bid security in the form of _____
2. Bid Proposal
3. Bid Schedule
4. Sub-contractor and Material Suppliers List
5. LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
6. Certifications

10. Communications concerning this bid shall be addressed to:

Name: _____

Address: _____

Phone: _____

Submitted on (date): _____

State Contractor License No: _____

Contractor DUNS No: _____

If bidder is:

An Individual

By (Signature of Individual):
Typed or Printed Name of Individual:
(dba):
Business Address:
Phone Number:

A Partnership

By (Firm's Name):
Signature of General Partner:
Typed or Printed Name of General Partner:
Business Address:
Phone Number:

A Corporation

By (Corporation's Name):	(Affix Seal)
State of Incorporation:	
Signature of Authorized Signer:	
Typed or Printed Name of Authorized Signer:	
Business Address:	
Phone Number:	

SUB-CONTRACTORS AND MATERIAL SUPPLIERS LIST

The Contractor shall list below all qualified subcontractors and material suppliers for this project.

Specialty	Sub-contractor/Material Supplier Name	License #

BID BOND
THE TOWN OF PATAGONIA
WATER SYSTEM IMPROVEMENT PROJECT
CDBG #120-17

(Penalty of this bond must not be less than 5% of the base bid amount plus alternate)

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned, _____ as Contractor, hereinafter called the Principal, and a corporation duly organized and existing under and by virtue of the laws of the State of Arizona and authorized to do business in the State of Arizona, as Surety, hereinafter called the Surety, are held and firmly bound unto the **TOWN OF PATAGONIA, Arizona** as Owner in the penal sum of

_____ dollars (\$ _____) for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal has submitted to the **TOWN OF PATAGONIA**, the accompanying Bid Proposal, attached hereto and hereby made as part hereof to enter into a contract in writing for ““Sealed Bids – Water System Improvement Project, CDBG #120-17” and is hereinafter referred to as the Bid.

NOW THEREFORE, if the Owner shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the Bidding or Contract Document with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Bid, then the obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS _____ day of _____, 2017

Principal _____

By _____

Attest: Surety _____

Title _____

Attest By _____

Title _____

CONTRACT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2017, by and between the Town of Patagonia, Santa Cruz County, State of Arizona (hereinafter called the "TOWN") acting herein by R.E. Isakson, the Mayor of the Town of Patagonia, hereunto duly authorized, and _____. (hereinafter called the "CONTRACTOR") acting herein by _____, hereunto authorized.

WITNESSETH THAT:

The TOWN desires to engage the CONTRACTOR to render construction services for the Water System Improvement Project, CDBG Contract #120-17.

NOW, THEREFORE the parties do mutually agree as follows:

1. Work

CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

Approx. 445 l.f. under Sheard Dr., approx. 373 l.f. under Lenon Way and approx. 1293 l.f. under 3rd Ave. will have existing old 2 inch lines that are failing replaced with new, mainly 6 inch lines and 488 l.f. of 8-inch line. Two valves will be replaced at 1st and Pennsylvania, one at 3rd Ave and Smelter, and two at 4th Ave and Santa Rita. Seven new fire hydrants with valves will be placed at 3rd Ave. and Mesa, Costello and McKeown, Santa Rita between 3rd and 4th Ave., Lenon Way, Sheard Dr., Rothrock between 3rd & 4th, and at Santa Rita and Costello.

2. Access to Information

It is agreed that all information, data reports, records and plans necessary for carrying out the work outlined above have been furnished to the CONTRACTOR by the TOWN and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the TOWN and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described in the Contract and any addendum.

3. Project Manager - Administration

The TOWN has designated South Eastern Arizona Governments Organization (SEAGO) as their administration manager. Bonnie Williams, CDBG Program Manager shall be empowered to perform all administrative functions as required for management of the project and verification of compliance with ADOH requirements.

4. Contract Times

The work will be substantially completed within Sixty (60) calendar days of the date in the Notice to Proceed. Final completion will be within Ninety (90) calendar days of the date in the Notice to Proceed.

5. Liquidated Damages

TOWN and CONTRACTOR recognize that time is of the essence of this Agreement and that the TOWN will suffer financial loss if the work is not completed within the time specified. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, the TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the TOWN \$1000.00 for each day that expires after the time specified for final completion until the work is complete and ready for final payment.

6. Compensation and Method of Payment

The amount of compensation and reimbursement to be paid hereunder is: _____Dollars (\$00), the total of the base bid plus alternate #1 and 2, for a grand total of \$ _____Dollars(\$00).

Originals of the Applications for Payment are to be submitted no later than the first day of the month to Bill O'Brien, P.E., Project Engineer, Nextgen Engineering, Inc., 877 S. Alvernon Way, Suite 200 B, Tucson AZ 85711 (520) 393-3931. The Engineer shall review and verify the percentage, progress and quality of work completed. The Engineer will also submit a copy of the approved Application for Payment to: Bonnie Williams, CDBG Program Engineer, SEAGO, at bwilliams@seago.org.

SEAGO shall verify compliant completion of all necessary documentation required by ADOH, including but not limited to, federal Labor Standards/Davis-Bacon. Should there be repeated non-compliance issues on the part of the CONTRACTOR, SEAGO is authorized to advise the TOWN to withhold payment until the issues are resolved.

The TOWN and CONTRACTOR mutually agree that the TOWN will make a progress payment based on the estimate of the work covered by the corresponding Application for Payment, subject to those conditions stipulated below and in other parts of the contract documents.

The TOWN will make payments in the amount equal to ninety percent (90%) of work completed (i.e. TOWN will retain ten percent (10%) of each estimate as additional guarantee for complete performance of the work), less the aggregate of payments previously made and less such deductions as the TOWN determines are appropriate to cover claims requiring a greater sum to be retained.

Except as qualified above, upon final completion and acceptance of the work or designated part of the work on which separate final completion and acceptance and contract price are specified and upon compliance with other terms and conditions of the contract documents, payment may be made in full,

including retainage withheld less such deductions as the TOWN may withhold to cover claims requiring a greater sum to be retained and liquidated damages.

The TOWN may deduct from each progress payment and final payment an amount equal to the TOWN's estimate of the liquidated damages then due or that would become due based on the TOWN's estimate of late completion of the work if CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed to recover schedule.

7. Indemnification

a. CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations and shall exonerate, indemnify and hold harmless the TOWN and its employees and officers, SEAGO and the State of Arizona Department of Housing (ADOH) ["Indemnified Parties"] from and for any violation caused by him and shall assume full responsibility for payment of federal, state and local taxes on contributions imposed or required under the Social Security, workers' compensation and income tax laws. This section shall survive any termination of this Agreement.

b. The CONTRACTOR shall indemnify, defend, and hold the Indemnified Parties harmless from any and all claims, demands, suits, actions, proceedings, loss cost, and damages of every kind and description, including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against the Contractor, its employees and officers, the Indemnified Parties, or any person, regardless of who makes the claim, to the extent they result from the acts of the Contractor, its employees, agents, representatives, or sub-contractors, their employees, agents or representatives in connection with or incidental to the performance of this Contract. The CONTRACTOR'S obligation under this Section shall not apply to any damages caused by the negligence of TOWN or its employees. The indemnity provided in this Section shall survive termination of this Contract. Neither the contract amount, nor the minimum limits and types of insurance provided for, above, shall limit the scope and extent of indemnity hereunder.

8. Miscellaneous Provisions

a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona and all obligations of the parties created hereunder are performable in Santa Cruz County, Arizona. Venue and jurisdiction for any conflict resolution proceeding, formal or informal, shall occur in Santa Cruz County, Arizona.

b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. In any case one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision

thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

9. Project Familiarity and Identification of Conflicts

In order to induce the TOWN to enter into this Agreement, CONTRACTOR makes the following representation:

- a. CONTRACTOR has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- b. CONTRACTOR has given the TOWN a written notice of all conflicts, errors or discrepancies discovered in the contract documents and the written resolution thereof is acceptable to the CONTRACTOR.
- c. CONTRACTOR has examined and carefully studied the contract documents and other related data identified in the bidding documents including any "technical data".
- d. CONTRACTOR is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

10. Insurance

The CONTRACTOR shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rate of A10, or approved by TOWN in its sole discretion and licensed to do business in the State of Arizona with policies and forms satisfactory to the TOWN.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the TOWN, constitute a material breach of this Contract.

The CONTRACTOR'S insurance shall be primary insurance as respects the TOWN, and any insurance or self-insurance maintained by the TOWN shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the TOWN.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its agents, officers, officials and employees for any claims arising out of the CONTRACTOR's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. The CONTRACTOR shall be solely responsible for the deductible and/or insured retention and the TOWN, at its option, may require the CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The TOWN reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The TOWN shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of, the TOWN's rights to insist on strict fulfillment of CONTRACTOR'S obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the TOWN OF PATAGONIA, its agents, officers, officials and employees as Additional Insured.

REQUIRED COVERAGE

Commercial General Liability

CONTRACTOR shall maintain Commercial General Liability insurance with an unimpaired limit of not less than \$2,000,000.00 for each occurrence with a \$2,000,000.00 Products/Completed Operations Aggregate and a \$2,000,000.00 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 0001 or any replacements thereof. The coverage shall not exclude X,C,U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc., Additional Insured, Form B, CG 20101185, and shall include coverage for CONTRACTOR's operations and products and completed operations.

Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of **not less than \$2,000,000.00 each occurrence** with respect to the CONTRACTOR's any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 0001, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and **\$5,000,000.00 per accident limits for bodily injury and property damage** shall apply.

Workers' Compensation

The CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR's employees engaged in the performance of the work or services; and, Employer's Liability insurance of **not less than the statutory limits**.

In case any work is sub-contracted, the CONTRACTOR will require the Sub-Contractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the CONTRACTOR.

Certificates of Insurance

Prior to commencing work or services under this Contract, CONTRACTOR shall furnish the TOWN with Certificates of Insurance, or formal endorsements as required by the Contract, issued by CONTRACTOR's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the Contract are in full force and effect.

In the event any insurance policy(ies) required by this Contract, is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the CONTRACTOR's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the TOWN fifteen (15) days prior to the expiration date.

Cancellation and Expiration Notice

Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days prior written notice to the TOWN.

11. Timely Submission of Labor Standard Forms

All forms necessary for compliance with the Davis-Bacon Wage Act shall be delivered to SEAGO prior to issuance of the Notice to Proceed and on a weekly basis during construction.

12. Contract Documents

The contract documents which comprise the entire agreement between the TOWN and the CONTRACTOR concerning the work consist of the following:

This Contract and Exhibit A, Terms and Conditions
Specifications incorporated in the bidding documents
Bidding documents including addenda acknowledged in CONTRACTOR bid
Invitation to Bid
Information for Bidders
Bid Proposal
Bid Bond
Performance Bond
Labor & Material Payment Bond
List of Sub-Contractors
Notice to Proceed
LS-2 Contractor Certification
LS-3 Sub-Contractor Certification
Certifications
Wage Rate Determination as provided in the Bid Document
SLS Form B, Point of Contact Information Sheet
SLS Form C, Professional Firm's Sub-Firm's Certification
SLS Form E, Project Wage Rate Classifications and Additional Classifications
LS-4, Weekly Payroll Reports
LS-5, Statement of Compliance
LS-7, Notice to All Employees
Standard Form 1444, Request to Conform an Additional Classification
LS-14, Fringe Benefits Documentation
LS-15, Authorization for Deductions
LS-17, Certification of Applicable Fringe Benefit Payments
Non-Discrimination Poster
EEO - Certification Poster
EEO - It's the Law Poster
LS-9, Record of Employee Interviews
LS-10, On-Site Inspection Report
LS-11, Labor Standards Investigative Reports
LS-12, Labor Standards Enforcement Report
S3B-1, Section 3 Assurance
S3B-2, Estimated Project Work Force Breakdown
S3B-3, Section 3 Business Self-Certification
S3P-1, JOBS! JOBS! JOBS! Section 3 Notice

S3P-2, Preliminary Resident Eligibility Determination
S3P-3, Employment Survey
S3R-1, Notice Documentation
S3R-2, Business Utilization Report
S3R-3, Applicant and New Hire Employment Report
Environmental Conditions (if any are included)

In the event of any conflict in the provision of these Contract Documents, these respective documents shall prevail.

13. Terms and Conditions

This Agreement is subject to the provisions entitled "Terms and Conditions" attached hereto and incorporated by reference herein as Exhibit A. This Addendum shall be interpreted as if Exhibit A were printed in full herein.

14. Certifications

This Agreement is subject to the provisions entitled "Certifications" which were submitted by the CONTRACTOR in the bid dated October 20, 2017 and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

15. Compliance with Immigration Laws and E-VERIFY Requirement.

As mandated by Arizona Revised Statutes ("A.R.S.") Section 41-4401, the TOWN is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. Section 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) The TOWN must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. Section 23-214(A). Therefore, in signing or performing any Contract (including this Agreement) for the TOWN, the Contractor fully understands that:

- a. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A);
- b. A breach of the warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and
- c. The TOWN or its designee retains the legal right to inspect the papers or any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph (a).

17. No Boycott of Israel

Pursuant to A.R.S. 35-393.01, TOWN may not enter into a contract with a business to acquire services, unless the contract includes a written certification that the business is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel. By signing below, CONTRACTOR makes this certification.

18. Safety

The safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 651-678) as promulgated by the Federal government, and as implemented by the State of Arizona, apply to all work performed under this Contract. The Contractor will be solely responsible for implementing and enforcing the safety requirements of this Act at all times.

19. Retention of Records

The Contractor shall retain all work materials and records relating to the performance of the Scope of Work of the Contract for a period of not less than five (5) years after the final payment is made under the Contract.

20. Independent Contractor

It is clearly understood that CONTRACTOR will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the TOWN. No employee or agent of CONTRACTOR or TOWN shall be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Approved as to Form:

The Town of Patagonia

Michael J. Masee, Town Attorney

R.E. Isakson, Mayor

ATTEST:

CONTRACTOR:

David S. Teel, Clerk

, President

(EXHIBIT "A" ATTACHED and SIGNED)

EXHIBIT A: TERMS AND CONDITIONS

1. Termination of Contract

- a. If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this contract or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the TOWN shall thereupon have the right to terminate the contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements, as well as all materials or equipment acquired or stored by the CONTRACTOR under this contract shall, at the option of the TOWN, become TOWN'S property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the contract by the CONTRACTOR and the TOWN may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the TOWN from the CONTRACTOR is determined.

- b. The TOWN may terminate this contract at any time by giving at least ten (10) days written notice to the CONTRACTOR. If the contract is terminated by the TOWN as provided herein, the CONTRACTOR will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this contract is terminated due to the fault of the CONTRACTOR, Paragraph 1.a hereof relative to termination shall apply.
- c. This contract may be terminated per A.R.S. §38-511, Conflict of Interest.

2. Sanction, Penalties and Debarment

A breach of the Contract provisions concerning violations of federal labor standards may be grounds for termination of the Contract and result in sanctions, penalties including liquidated damages and/or debarment of the CONTRACTOR.

3. Changes

The TOWN may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the TOWN and the CONTRACTOR, shall be incorporated in written amendments (Change Orders) to this contract.

4. Personnel

- a. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.
- b. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- c. None of the work or services covered by this Contract shall be sub-contracted without the prior written approval of the TOWN. Any work or services sub-contracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability

The CONTRACTOR shall not assign any interest on this Contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the TOWN thereto: provided, however, that claims for money by the CONTRACTOR from the TOWN under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the TOWN.

6. Reports and Information

The CONTRACTOR, at such times and in such forms as the TOWN may require, shall furnish the TOWN such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Contract.

7. Records Maintenance and Retention

The CONTRACTOR shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the TOWN to assure proper accounting for all project funds, both federal and non-federal shares. These records will be retained for at least three (3) years following the grant contract closeout between ADOH and U.S. Department of Housing and Urban Development (HUD) unless permission to destroy them is granted in writing by the TOWN.

8. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the TOWN, ADOH or HUD.

9. Copyright

No report, plan, drawing or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

10. Compliance with Local Laws

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the state and local governments and the CONTRACTOR shall save the TOWN harmless with respect to any damages arising from any tort done by the CONTRACTOR or representatives in performing any of the work embraced by this Contract.

11. Section 3 Compliance with the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name

and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The CONTRACTOR agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the Sub-Contractor in this Section 3 clause, upon a finding that the Sub-Contractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not sub-contract with any Sub-Contractor where the CONTRACTOR has notice or knowledge that the Sub-Contractor has been found in violation of the regulations in 24 CFR part 135.
- e. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: 1) after the CONTRACTOR is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: 1) preference and opportunities for training and employment shall be given to Indians; and 2) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible but not in derogation of compliance with Section 7(b).

12. Interest of Members of a Governing Body

No member of the governing body of the TOWN and no other officer, employee or agent of the TOWN who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract and the CONTRACTOR shall take appropriate steps to assure compliance.

13. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying

out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the CONTRACTOR shall take appropriate steps to assure compliance.

14. Interest of CONTRACTOR and Employees

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of this Contract.

15. Access for Persons with Disabilities

In performing all construction CONTRACTOR agrees to comply with the 2010 ADA Standards for Accessible Design. CONTRACTOR represents that he understands said standard specifications and same are incorporated herein by this reference.

16. Clean Air Act, Clean Water Act

The CONTRACTOR shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations which prohibit the use of non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the USEPA Assistant Administrator for Enforcement.

17. Mandatory Standards and Policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

18. Federal Labor Standards Provisions

This Agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939.

The CONTRACTOR agrees to comply with the Federal Labor Standards Provisions (HUD Form 4010) which is incorporated by reference herein. The CONTRACTOR shall supply information to the TOWN as necessary for monitoring of compliance to include, but not be limited to, submission of Labor Standard Forms included in the bid package, on-site inspections, investigations and/or enforcement by the TOWN. The CONTRACTOR agrees to comply with Wage Rate Determination included in the bid package and incorporated by reference.

SEAGO will monitor compliance with such provisions and standards on behalf of the Town of Patagonia. The successful bidder will be required at a minimum, to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to SEAGO is listed below. Should you have any questions concerning Federal Labor Standards or the forms to be submitted, please feel free to contact Bonnie Williams, SEAGO, at bwilliams@seago.org.

LS2 CONTRACTOR's Certification Concerning Labor Standards and Prevailing Wage Requirements

A separate form is to be completed by the CONTRACTOR and **submitted as a part of the bid package.**

LS3 Sub-Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

This form is to be completed by **each** Sub-Contractor and **submitted to SEAGO within ten (10) days of execution of the subcontract and a minimum of seven (7) days prior to the date the Sub-Contractor is scheduled to start work on site.**

LS4 Weekly Payroll Report

This form is to be completed by **each** CONTRACTOR and Sub-Contractor weekly for the contract duration. **Forms must be complete, correctly signed and submitted to SEAGO within seven (7) days of the end of the work week.**

Weekly Payroll Reports will be verified by SEAGO and ADOH to confirm payment of the required wages. The Weekly Payroll Reports must include all employees who have worked on the job site, including persons exempt from Davis-Bacon and Related Acts wage rate. Exempt persons are:

- a. Business Owners: This person must be listed in Section 5C of the LS2 or LS3 as an owner, partner or principal, owning at least a bona fide twenty percent (20%) equity interest in the business and must also be able to document the business via a tax ID number. This person must also be actively engaged in the business's management and must not meet the Davis-Bacon definition of a "laborer or mechanic". Relatives of the owner who are not listed in Section 5C must be paid Davis-Bacon and Related Acts wages. A Sub-Contractor who cannot document that the business is bona fide must be listed as an employee on the prime CONTRACTOR's Weekly Payroll Report.
- b. Apprentices: The CONTRACTOR/Sub-Contractor must provide written evidence of the registration of the program with the DOL Employment and Training

Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OA) or a state apprenticeship agency recognized by the ETA/OA. For additional information concerning apprentices, please call SEAGO.

- c. Youth Employment: These individuals must be employed in a bona fide summer youth employment or opportunity program.
- d. Other: On-site but non-construction (non-hands on) superintendents, inspectors, engineers, watch persons, water carriers, messengers, clerical workers and working foremen who devote less than twenty percent (20%) of their time to construction work are exempt. If a foreman devotes more than twenty percent (20%) of his/her time to mechanic or laborer duties, they must be paid the applicable wage rate(s) for all hours worked.

LS5 Statement of Compliance

This form is the certification for the Payroll Form LS-4. A separate form is to be completed by **each** CONTRACTOR and SUB-CONTRACTOR weekly for the duration of the Contract. **Forms must be complete and correct, signed by the appropriate person, and submitted to SEAGO WITH THE LS-4 within seven (7) days of the end of the work week.**

The LS-5 must list all deductions indicated on the LS-4 and must indicate whether the fringes were paid in cash or to an approved fringe benefit plan. The LS-5 must be signed in ink by the owner or officer as listed on the LS-2 or LS-3 or by an employee designated in writing by the owner/officer as authorized to sign.

LS7 Notice to All Employees

This notice must be **posted** on the job site prior to the start of construction and must **remain posted** during construction.

LS15 Authorization for Deductions

This form is to be completed by **each** CONTRACTOR and Sub-Contractor and is to be **submitted to SEAGO one (1) week prior to the first payroll.** Please note that each employee who authorizes payroll deductions for items other than standard state and federal taxes must sign the form. This form may be required again if changes in deductions occur during the construction period.

The following information or action is also required in order to comply with Federal Labor Standards.

Verification of Fringe Benefit Plan

If fringe benefits are not paid in cash, each CONTRACTOR and Sub-Contractor must submit verification of each fringe benefit plan at least one (1) week prior to the first payroll by submitting the following information:

- a. A copy of the most recent remittance statement from the company holding the fringe benefit plan such as a bank, union, etc. The remittance statement must verify the employees covered by the plan and the amount paid into the plan for each employee by the CONTRACTOR or Sub-Contractor.

OR

- b. A letter addressed to SEAGO from each bank, union, etc. holding the fringe benefit plan. The letter must verify which employees are covered by the plan and the amount paid into the plan for each employee by the CONTRACTOR or Sub-Contractor.

Pre-construction Conference

The purpose of the pre-construction conference is to provide a forum for SEAGO, the TOWN, CONTRACTOR and Sub-Contractors to discuss the technical nature of the construction project and all of the compliance requirements of the Contract.

CONTRACTOR and Sub-Contractor representatives shall attend. It is very important that the person preparing the Weekly Payroll Sheets attend this conference as well.

Notice Provisions

The Federal Labor Standards Provisions as well as the General Wage Decision included in this bid package must be posted on site during construction as well as the Equal Opportunity Employment/Non-Discrimination Notice. All postings shall be clearly visible and easily accessible to employees.

During construction, SEAGO will monitor compliance with the federal Labor Standards/Davis-Bacon. This monitoring shall include, but not be limited to, CONTRACTOR and Sub-Contractor employee interviews, on-site inspections, review of the weekly payroll, etc., as required. Copies of the LS forms to be completed during monitoring are available from SEAGO.

The Town of Patagonia

R.E. Isakson, Mayor

CONTRACTOR:

, President

LABOR AND MATERIALS BOND

**STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), and _____, a corporation organized and existing under the laws of the State of _____, and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the _____, (hereinafter called the Surety) as Surety are held firmly bound unto the _____ of _____ (hereinafter called the Obligee) in the amount of _____ dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, 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 _____, 2017, to construct the **Water System Improvement Project, CDBG #120-17**, 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 promptly pays all moneys 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, of the 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 the 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 _____, 2017.

AGENCY OF RECORD

AGENCY ADDRESS

PRINCIPAL SEAL

BY _____

SURETY

BY _____

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of Arizona and duly licensed and possessing a certificate of authority to transact surety business in the State of _____ with its principal office in _____ (hereinafter called the Surety) as Surety, are held firmly bound unto the _____ of (hereinafter called the Oblige) in the amount of _____ (\$ _____) for the payment whereof, the said 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 Oblige dated the ___ day of _____, 2017, to construct the **Water System Improvement Project, CDBG #120-17**, 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 shall faithfully perform and fulfill 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 to the Surety, and during the life of any guaranty 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 extent as if 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 _____, 2017.

AGENCY OF RECORD

PRINCIPAL SEAL

BY _____

AGENCY ADDRESS

SURETY

BY _____

NOTICE OF AWARD - CONSTRUCTION

Date

Contractor/Address

Dear :

RE: NOTICE OF AWARD FOR CONSTRUCTION SERVICES FOR THE TOWN OF PATAGONIA WATER SYSTEM IMPROVEMENT PROJECT, CDBG#120-17

You are hereby notified that the Town of Patagonia has awarded you the construction contract for the above cited CDBG project in the base bid amount of \$, plus **Alternate #1 and Alternate #2** for a total amount of \$.

In order to comply with CDBG program requirements, time must be allotted for all participating firms to comment on or protest the Town's decision. In the meantime, within 10 days of receiving this Notice of Award please:

- a. Return to the Town of Patagonia, hereafter referred to as the OWNER, the enclosed two (2) Construction Agreements. All appropriate documents must be signed by the principals, and corporate seals affixed as appropriate.
- b. Deliver to the OWNER one (1) Performance Bond in the amount of the award.
- c. Deliver to the OWNER one (1) Labor and Material Payment Bond in the amount of the award.
- d. Deliver to the OWNER one (1) Certificate of Insurance. This must meet the minimum requirements in the contract, to include Worker's Compensation. Please ensure the OWNER is designated as additional insured.

Page 2

e. The following forms from the Bid Document **must be** submitted to Bonnie Williams, SEAGO CDBG Program Manager, 1403 W. Hwy 92, Bisbee, AZ 85603 **within ten (10) days of receipt of this letter:**

- a completed LS-3s, CDBG Subcontractor’s Certification Form (one for each subcontractor, zip codes must include the last 4 digits, i.e. 85603-1800 and phones include Office, FAX, and Cell;
- a completed SLS-B, Point of Contact Information Sheet (and one for each subcontractor);
- a completed SLS-E (Project Wage Rate Classifications & Additional Classifications) Form. Please list all classifications required for the entire project, specifically those not listed in the Wage Rate Decision.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your proposal abandoned and annul this Notice of Award.

Within ten (10) days after you comply with the above-referenced conditions, the OWNER will return to you one (1) fully executed Contract.

A Pre-Construction Conference is set for, Date & Time, at the Town of Patagonia Town Hall, 310 McKeown Ave., Patagonia AZ.

Congratulations, and we look forward to the successful completion of this project. If you require any other information, please contact Bonnie Williams, SEAGO CDBG Program Manager, bwilliams@seago.org or at (520) 432-5301x 211.

The Town of Patagonia
(OWNER)

David S. Teel
Town Manager

Enclosures: Contracts (2)
C: SEAGO

NOTICE OF NON-AWARD – CONSTRUCTION SERVICES

Date

Contractor/Address

Dear :

RE: NOTICE OF NON-AWARD FOR CONSTRUCTION SERVICES FOR THE TOWN OF PATAGONIA WATER SYSTEM IMPROVEMENT PROJECT, CDBG #120-17

You are hereby notified that your bid for the above-mentioned CDBG project was considered. On behalf of the Town of Patagonia, I regret to inform you that you have not been awarded the contract. However, we very much appreciate your participation. You have the right to protest the decision made by the Town. If your firm wishes to protest either informally or formally, the deadline is within seventy-two (72) hours of bid award notification. All comments should be addressed to: David S. Teel, Town Manager, Town of Patagonia, 310 McKeown Ave., Patagonia, AZ 85624, (520) 394-2229. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or authorized representative, a detailed statement of legal and factual grounds of the protest including copies of relevant data, and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, ADOH, or others, the Town will respond to the protest.

Additionally:

- You MUST exhaust all administrative procedures with the Town before you can appeal to the Department of Housing (ADOH), CDBG Program.

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- The ADOH's review of the Town's procurement process is limited to the following. All other complaints/protests will be referred directly to the Town:
 - Violations of the CDBG program rules ONLY.
 - Violations of the Town's own protest procedures for failure to review a complaint or protest. In all instances of a protest, the Town will disclose information to the CDBG Program regarding the protest.

The Town of Patagonia again thanks you for the submittal of your bid. **Your Bid Bond is enclosed.**

Sincerely,

David S. Teel
Town Manager

Enclosure

C: SEAGO

NOTICE TO PROCEED – CONSTRUCTION

Date

Name of President/Owner
Name of Company
Address
City, State Zip Code

Dear _____ :

RE: NOTICE TO PROCEED – TOWN OF PATAGONIA WATER SYSTEM IMPROVEMENT PROJECT, CDBG #120-17

You are hereby notified to commence work on the above referenced project on or before _____, 2017, and shall substantially complete all of the work in accordance with the Contract within 60 consecutive calendar days thereafter, or by _____, 2018. Final completion is to be within 90 consecutive calendar days thereafter. The Contract provides for an assessment of the sum of \$1000 as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete. Please complete the acceptance portion of this notice and return it as soon as possible. We look forward to completing a successful project with you.

Dated this ____ day of _____, 2017.

By: _____
David S. Teel, Town Manager

ACCEPTANCE OF NOTICE

Receipt of the forgoing **Notice to Proceed** is hereby acknowledged this _____ day of _____, 2017.

By: _____
Typed Name/Title

Signature

C: SEAGO

SECTION A

ENVIRONMENTAL CONDITIONS

TOWN OF PATAGONIA

WATER SYSTEM IMPROVEMENTS

CDBG #120-17

Town of Patagonia
Water System Improvement Project # 120-17

ENVIRONMENTAL CONDITIONS

1. Mitigation Measures:

- a. Pursuant to ARS §41-865, if any remains or funerary objects are inadvertently uncovered as a result of this project, all work must cease within the area of the remains and the Curator of Archeology, Arizona State Museum (ASM), must be contacted immediately, as well as, notification made to other appropriate agencies.
- b. If any cultural features or deposits are encountered (i.e. village ruins or religious resources including burial grounds) during ground disturbance, work will cease and a qualified archaeologist will be consulted to evaluate the nature and significance of the find, as well as notification to the appropriate Tribes, State Historic Preservation Office, and ASM.
- c. Mitigation measures, as applicable, to reduce dust during construction of the project will be included in the construction contract, required by ADEQ, Air Quality Department:
 - (1) Site Preparation and Construction –
 - (a) minimize land disturbance;
 - (b) suppress dust on traveled paths which are not paved through wetting down the area, using water trucks, chemical dust suppressants, or other reasonable precautions to prevent dust entering ambient air;
 - (c) cover trucks when hauling soil;
 - (d) minimize soil track-out by washing or cleaning truck wheels before leaving construction site;
 - (e) stabilize the surface of soil piles, if not removed immediately; and
 - (f) create windbreaks.
 - (2) Site Restoration –
 - (a) revegetate any disturbed land not used;
 - (b) remove unused material; and
 - (c) remove soil piles via covered trucks.
 - (4) Follow the attached ADEQ Arizona Administrative Code for reducing dust during construction, demolition and earth moving activities.
- d. Mitigation measure to reduce noise during construction of the project are included in the construction contract.

2. Required Permits:

All land disturbances of one acre or more require a Construction Stormwater Notice of Intent (NOI) permit from ADEQ, which must be filed on the Internet at <http://az.gov/webapp/noi/main.do> by the contractor before construction can begin.

3. Endangered Species:

It has been determined there will be no impact to endangered species.

ATTACHMENT

Arizona Department of State Office of the Secretary of State

ARIZONA ADMINISTRATIVE CODE

R18-2-604. Open Areas, Dry Washes, or Riverbeds

- A. No person shall cause, suffer, allow, or permit a building or its appurtenances, or building or subdivision site, or a driveway, or a parking area, or a vacant lot or sales lot, or an urban or suburban open area to be constructed, used, altered, repaired, demolished, cleared, or leveled, or the earth to be moved or excavated, without taking reasonable precautions to limit excessive amounts of particulate matter from becoming airborne. Dust and other types of air contaminants shall be kept to a minimum by good modern practices such as using an approved dust suppressant or adhesive soil stabilizer, paving, covering, landscaping, continuous wetting, detouring, barring access, or other acceptable means.
- B. No person shall cause, suffer, allow, or permit a vacant lot, or an urban or suburban open area, to be driven over or used by motor vehicles, trucks, cars, cycles, bikes, or buggies, or by animals such as horses, without taking reasonable precautions to limit excessive amounts of particulates from becoming airborne. Dust shall be kept to a minimum by using an approved dust suppressant, or adhesive soil stabilizer, or by paving, or by barring access to the property, or by other acceptable means.
- C. No person shall operate a motor vehicle for recreational purposes in a dry wash, riverbed or open area in such a way as to cause or contribute to visible dust emissions which then cross property lines into a residential, recreational, institutional, educational, retail sales, hotel or business premises. For purposes of this subsection "motor vehicles" shall include, but not be limited to trucks, cars, cycles, bikes, buggies and 3-wheelers. Any person who violated the provisions of this subsection shall be subject to prosecution under A.R.S. § 49-463.

Historical Note

Adopted effective May 14, 1979 (Supp. 79-1). Former Section R9-3-604 renumbered without change as Section R18-2-604 (Supp. 87-3). Amended effective September 26, 1990 (Supp. 90-3). Former Section R18-2-604 renumbered to R18-2-804, new Section R18-2-604 renumbered from R18-2-404 and amended effective November 15, 1993 (Supp. 93-4).

R18-2-605. Roadways and Streets

- A. No person shall cause, suffer, allow or permit the use, repair, construction or reconstruction of a roadway or alley without taking reasonable precautions to prevent excessive amounts of particulate matter from becoming airborne. Dust and other particulates shall be kept to a minimum by employing temporary paving, dust suppressants, wetting down, detouring or by other reasonable means.
- B. No person shall cause, suffer, allow or permit transportation of materials likely to give rise to airborne dust without taking reasonable precautions, such as wetting, applying dust suppressants, or covering the load, to prevent particulate matter from becoming airborne. Earth or other material that is deposited by trucking or earth moving equipment shall be removed from paved streets by the person responsible for such deposits.

Historical Note

Adopted effective May 14, 1979 (Supp. 79-1). Former Section R9-3-605 renumbered without change as Section R18-2-605 (Supp. 87-3). Amended effective September 26, 1990 (Supp. 90-3). Former Section R18-2-605 renumbered to R18-2-805, new Section R18-2-605 renumbered from R18-2-405 effective November 15, 1993 (Supp. 93-4).

R18-2-606. Material Handling

No person shall cause, suffer, allow or permit crushing, screening, handling, transporting or conveying of materials or other operations likely to result in significant amounts of airborne dust without taking reasonable precautions, such as the use of spray bars, wetting agents, dust suppressants, covering the load, and hoods to prevent excessive amounts of particulate matter from becoming airborne.

Historical Note

Section R18-2-606 renumbered from R18-2-406 effective November 15, 1993 (Supp. 93-4).

R18-2-607. Storage Piles

- A. No person shall cause, suffer, allow, or permit organic or inorganic dust producing material to be stacked, piled, or otherwise stored without taking reasonable precautions such as chemical stabilization, wetting, or covering to prevent excessive amounts of particulate matter from becoming airborne.
- B. Stacking and reclaiming machinery utilized at storage piles shall be operated at all times with a minimum fall or material and in such manner, or with the use of spray bars and wetting agents, as to prevent excessive amounts of particulate matter from becoming airborne.

R18-2-804. Roadway and Site Cleaning Machinery

- A. No person shall cause, allow or permit to be emitted into the atmosphere from any roadway and site cleaning machinery smoke or dust for any period greater than 10 consecutive seconds, the opacity of which exceeds 40%. Visible emissions when starting cold equipment shall be exempt from this requirement for the first 10 minutes.
- B. In addition to complying with subsection (A), no person shall cause, allow or permit the cleaning of any site, roadway, or alley without taking reasonable precautions to prevent particulate matter from becoming airborne. Reasonable precautions may include applying dust suppressants. Earth or other material shall be removed from paved streets onto which earth or other material has been transported by trucking or earth moving equipment, erosion by water or by other means.

Historical Note

Adopted effective February 26, 1988 (Supp. 88-1). Amended effective September 26, 1990 (Supp. 90-3). Amended effective February 3, 1993 (Supp. 93-1). Former Section R18-2-804 renumbered to Section R18-2-904, new Section R18-2-804 renumbered from R18-2-604 effective November 15, 1993 (Supp. 93-4).

SECTION B

CDBG COMPLIANCE BID DOCUMENT

TOWN OF PATAGONIA WATER SYSTEM IMPROVEMENTS

CDBG #120-17

(Includes Section 3 Requirements for contracts over
\$100,000)

SEAGO COMPLIANCE BID DOCUMENT

SECTION I

This section includes documents and certifications that **MUST BE INCLUDED, FILLED OUT, AND/OR SIGNED AS PART OF THE CONTRACTOR/SUBCONTRACTOR BID SUBMITTAL OR AS STATED BELOW**, in order for the bid to be considered responsive and eligible for award:

Labor Standard (LS) Form 2, Contractor Certification – Determine Prime Contractor’s eligibility to work on federal-funded projects. **Follow attached LS-2 Instructions, sign and submit with bid.**

Certifications – Required by federal law and **must be completed, signed and submitted with bid:**

Regarding Lobbying

Regarding Conflict of Interest

Procurement of Recovered Materials

Civil Rights Provision

Section 503 Clause (Affirmative Action for Handicapped Workers)

Access to Records and Records Retention

Equal Employment Opportunity

Federal Labor Standards Provisions

Section 3



**LS-2 CDBG CONTRACTOR'S CERTIFICATION
 CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

1. I, the undersigned, am submitting a bid to (name of grantee): Town of Patagonia for the construction of the (name of project): Water System and hereby acknowledge that the following items are included in the bid and will also be incorporated by reference into the contract, should I be selected as the contractor for the project.
 - a. Labor Standards Provisions (HUD 4010),
 - b. Wage Decision _____, that
 - c. the correction of any infractions of the aforesaid conditions, including infractions by any of my subcontractors and any lower tier subcontractors, is my responsibility.

2. I hereby certify that:
 - a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - b. No part of the aforementioned contract is or will be subcontracted to any subcontractor, if such subcontractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. I agree to obtain and forward to the aforementioned grantee, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by each and every subcontractor, preferably prior to or where circumstances do not allow within ten days after the execution of any subcontract, including those executed by his/her subcontractors and any lower tier subcontractors.

4. I hereby acknowledge that I am aware that should I sign a subcontract with a subcontractor or should that subcontractor sign a contract with a lower tiered subcontractor who is found to be ineligible to receive federal funds, I shall subtract such costs from the amount I will bill the grantee.

5. Further, I certify that:
 - a. The demographic and business information of the undersigned are:

Contractor Information								
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic Y/N	Women Owned Y/N	IRS/Federal Tax ID # DUNS #	Sec 3 Y/N	Contractor Name Address City, State, Zip, Phone	License No.
\$								

*See Demographic and Trade Code table on next page for information

LS-2 INSTRUCTIONS & HIGHLIGHTS

NOTICE OF AWARD WILL NOT BE ISSUED UNTIL the Contractor has been verified on www.Sam.gov as eligible to work on federally funded projects, by the Arizona Department of Housing (ADOH) or SouthEastern Arizona Governments Organization (SEAGO).

- Contractor certifies that to the best of their knowledge they are eligible to work on federal-funded projects.
- Contractor acknowledges that federal wage rates are included as part of this contract.
- Contractor agrees to provide SEAGO a **Subcontractor Certification (LS-3)**, for any subcontractor **immediately upon hire**.
- Contractor acknowledges that should a subcontractor or any lower tier subcontractor be found ineligible to receive federal funds those costs will be subtracted from the amount billed to the Grantee.
- Only the Owners/Principles listed on the LS-2 have signature authority on Labor Standard Forms. After contract award, the Owner/Principle can give signature authority to another individual to sign all remaining Labor Standard forms that may be required. The Owner/Principle must provide this authorization in writing to SEAGO.

WARNING - Falsification of any statement on the LS-2 is punishable by a fine of not more than \$5,000 or imprisonment of not more than two years or both!



**LS-3: SUB-CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

1. I, the undersigned, having submitted a bid or having executed a contract with:
(contractor or sub-contractor):

for (name of project): _____

for (nature of work): _____

in the amount of \$ _____ certify that:

a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;

b. Wage Decision # _____ are included in the aforementioned contract or bid.

2. I hereby certify that:

a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].

b. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Further, I certify that:

a. The demographic and business information of the undersigned are:

Contractor Information									
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
\$									

* See Demographic and Trade Code table below for information

- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE</u>
<u>CLASSIFICATION</u>		

4. I hereby certify that I have the legal authority to complete and submit this document on behalf of:

a. Name of Contractor: _____

b. Signature (**in ink**): _____

c. Typed or Printed Name:

d. Title: _____

e. Date: _____

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part:
"Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."

LS-3 (05/2016)

LS-3 INSTRUCTIONS & HIGHLIGHTS

- Subcontractor certifies that to the best of their knowledge they are eligible to work on federal-funded projects.
- Subcontractor acknowledges that federal wage rates are included as part of this contract.
- Subcontractor agrees to provide the Contractor and SEAGO a **Subcontractor Certification (LS-3)**, for any lower tier subcontractor **immediately upon hire**.
- Only the Owners/Principles listed on the LS-3 have signature authority on Labor Standard Forms. After contract award, the Owner/Principle can give signature authority to another individual to sign all remaining Labor Standard forms that may be required. The Owner/Principle must provide this authorization in writing to SEAGO.

WARNING - Falsification of any statement on the LS-3 is punishable by a fine of not more than \$5,000 or imprisonment of not more than two years or both!

CERTIFICATIONS AND PROVISIONS

Town of Patagonia Water System CDBG #120-17

This CONTRACT is fully or partially federally funded.
Sign and submit with Bid.

CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over \$10,000 in government business in

one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
 - a. Recruitment, advertising and job application procedures;
 - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

- c. Rates of pay or any other form of compensation and changes in compensation;
 - d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
 - e. Leaves of absence, sick leave or any other leave;
 - f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
 - g. Activities sponsored by the contractor including social or recreational programs; and
 - h. Any other term, condition or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
 5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against

individuals with physical or mental disabilities.

6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Recipient, Consultants, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives* to have access to all records for review, monitoring and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the *Recipient or Consultants*.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Recipient or Consultants* that develops at any time during this contract will be immediately disclosed to the *Recipient and Consultants*.

ANTI-LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

FEDERAL LABOR STANDARDS PROVISION

- to abide by the Davis Bacon Act, Copeland Anti-Kickback Act and Contract Work Hours and Safety Standards Act;
- to post the Wage Rate Determination (WRD) at the project work site;
- to request additional classifications when not included in the WRD;
- to submit weekly payrolls and retain all payroll and other basic records for at least five years after the completion of the project;
- to provide applicable fringe benefits in cash or appropriate plans in writing to all employees;
- to allow interviews to be conducted during working hours;
- that apprentice employees paid below the WRD are under a bona fide apprenticeship program registered with the U.S. Department of Labor;

- that trainee employees will be paid the appropriate wages stated within classification as stated in the WRD;
- that the undersigned is eligible to receive federally funded contracts and will not subcontract with any ineligible contractors or firms;
- that no employee will be discharged due to the employee's involvement of complaints, proceedings and testimony, to include protection of the identity of confidential sources (employees who make complaints) and prevention of unwarranted invasions of privacy;
- that all hours over the 40 hours per week limit will be paid at no less than one and one half time the basic hourly rate of pay;
- that there will be no unsafe, unsanitary, or hazardous conditions on the work site;
- to follow **ALL** the components of the Federal Labor Standards Provisions

SECTION 3

The premise of Section 3 is that if federal funds are being used to improve or aide a low to very low income area, then efforts must be made to higher the residents of these areas to work on the project; thereby improving the quality of life in the community and that of the individuals or families that live in them. **This is a Section 3 project and therefore all Section 3 regulations and requirements WILL be complied with.**

CERTIFICATIONS SIGNATURE

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying and Federal Labor Standards) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Typed Name of Official)

(Signature of Official)

(Typed Name of Firm)

(Date)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination or the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contracts subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of apprentice programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rates specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Town of Patagonia

Water System # 120-17

WAGE RATE DETERMINATION

NUMBER: AZ170037 MOD #2

TYPE: HEAVY

DATED: 8/25/17

General Decision Number: AZ170037 08/25/2017 AZ37

Superseded General Decision Number: AZ20160037

State: Arizona

Construction Type: Heavy

County: Santa Cruz County in Arizona.

HEAVY CONSTRUCTION, Includes Water and Sewer Lines, Heavy Construction on Treatment Plant Sites and Pipeline Construction

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	07/21/2017
2	08/25/2017

BOIL0627-004 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 32.51	26.16

ELEC0570-005 06/01/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 26.16	18%+5.20

ZONE DEFINITIONS-

- Zone A: the area within a twenty-nine (29) mile radius from a basing point at the Tucson Town Hall.
- Zone B: 29 to 46 mile radius from the town hall in Tucson- an additional \$ 1.25 per hour
- Zone C: 47 mile radius from the town hall in Tucson to the outer limits of the geographic jurisdiction- an additional \$ 3.75 per hour

IRON0433-001 01/01/2014

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 33.50	26.80

 * LABO0383-006 06/01/2017

	Rates	Fringes
LABORER		
GROUP 4		
Jackhammer.....	\$ 20.47	5.01

 SUAZ2012-025 05/17/2012

	Rates	Fringes
LABORER: Common or General.....	\$ 15.65	0.00
LABORER: Pipelayer.....	\$ 20.00	0.00
OPERATOR: Loader (Front End)....	\$ 20.23	6.31
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 22.70	0.00
TRUCKDRIVER.....	\$ 21.00	0.00

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SEAGO COMPLIANCE BID DOCUMENT

SECTION II

This section includes required forms that **MUST BE COMPLETELY FILLED OUT AND SUBMITTED PRIOR TO BEGINNING WORK ON SITE OR AS STATED BELOW.** The Contractor/Subcontractor do not complete any of these forms as part of the Bid submittal, **HOWEVER, ALL DOCUMENTS IN THIS SECTION ARE PART OF THE OVERALL CONTRACT DOCUMENT.** Noncompliance with any Labor Standards requirements may result in debarment or suspension from future CDBG or any HUD-assisted contracts.

SEAGO Labor Standard (SLS) Form B: Point of Contact Information Sheet – Information provided will help in the administration of the overall contract, specifically in meeting labor standards requirements. Form must be completed and submitted to SEAGO upon receipt of "Notice of Award."

SLS-E/SF1444: Project Wage Rate Classification & Additional Classification– The **Prime Contractor** must submit a completed form listing **ALL classifications needed for the project,** especially those NOT listed in the WRD and submit to SEAGO at the pre-construction conference. Contractors should check with the local union (if the classification is union) for the rate. If the classification is non-union, complete a survey of 3 like-contractors in the area for the rate. Make note of how rate was determined.

LS-3, Subcontractor Certification – Determine Subcontractor's eligibility to work on federal-funded projects. **Upon receipt of "Notice of Award" the Contractor assures that all subcontractors follow attached LS-3 instructions, sign and submit form at the Pre-Construction Conference or within 10 days of contracting with the subcontractor.** *(If additional subcontractors are hired during construction, this form must be submitted prior to those subcontractors beginning work.)*

LS-4: Weekly Payroll Reports – Contractor/Subcontractor must submit a completed payroll report documenting the hours and pay rate of its employees, within seven days of the end of each work week. Copies of time cards or time sheets **SIGNED** by employees, verifying dates and hours documented are correct, may also required. HUD 4010 states that failure to submit payrolls in a timely manner can be grounds for withholding funds and being placed on debarment by the Department of Labor (DOL). **FEDERAL FUNDS WILL NOT BE RELEASED UNTIL RECEIVED AND VERIFIED BY ADOH/SEAGO.**

LS-5: Statement of Compliance – Contractor/Subcontractor must submit a completed statement of compliance **along with each weekly payroll report.** HUD 347 requires documentation that appropriate fringe benefits (predetermined by DOL) are paid in cash or to a plan, in addition to payment of minimum rates stated in the WRD. Falsification of the LS-5 is grounds for civil and/or criminal prosecution.

NOTE: If someone other than the owner will be certifying payrolls (signing the LS-5), a letter authorizing the individual (by name and title) and signed by the owner, must accompany the

first payroll submission.

LS-7: Notice to All Employees – Notice must be **posted** at the job site. Notice outlines employee's rights, i.e., as minimum wage, overtime, apprentices, name of compliance officer, as required by FLSA.

Standard Form 1444 (SF-1444), Request For Authorization of Additional Classification(s) and Rate – To request additional job classification(s) not included in the current Wage Rate Determination (WRD) for this project. If additional job classifications are needed, this form must be completed and submitted to SEAGO **prior to but no later than the 1st payroll.**

LS-15: Authorization for Deductions –To authorize deductions from employee's paycheck for other than required state/federal taxes. Employees must sign prior to the deduction and form must be submitted to SEAGO **prior to but no later than with employees' first payroll.** **FUNDS WILL NOT BE RELEASED UNTIL RECEIVED AND VERIFIED BY SEAGO.**

SLS-17: Certification for Applicable Fringe Benefit Payments – To document fringe benefits plan(s) information. Copies of remittances/invoices/ statements documenting the contribution for each employee must accompany the SLS-17. Form must be submitted to SEAGO **prior to but no later than with employees' first payroll.** **FUNDS WILL NOT BE RELEASED UNTIL RECEIVED AND VERIFIED BY SEAGO.**

Discrimination Poster – Required by the Arizona Attorney General's Office, Civil Rights Division and Governor's Office of Housing Development to be **posted** at all federally funded job sites.

EEO Certification Poster – Required by the Arizona Housing and Urban Development and Governor's Office of Housing Development to be **posted** at all federally funded job sites and filled in with: **Employer's Name and Address; Equal Employment Opportunity Officer and/or Complaints Officer.**

EEO is the Law – Required by federal law to be **posted** on all job sites.

Section 3 Requirements: The premise of Section 3 is that if federal funds are being used to improve or aide a low to very low income area, then efforts must be made to higher the residents of these areas to work on the project; thereby improving the quality of life in the community and that of the individuals or families that live in them. **IF this is a Section 3 project, all Section 3 regulations and requirements must be complied with.**

- **S3B-1:** Section 3 Assurance – Provides assurance that the Contractor/ Subcontractor will comply with Section 3 requirements. **Complete, sign and submit as part of the bid package or within 3 days following award of contract.**
- **S3B-2,** Estimated Project Work Force Breakdown – Identifies additional positions needed to complete the Section 3 covered project. **Complete, sign and submit as part of the bid package or within 3 days following award of contract.**
- **S3B-3,** Section 3 Business Self-Certification – Required in order to qualify as Section 3 business concern. **Complete, sign and submit as part of the bid package, or within 3 days following award of contract. If you DON'T qualify, submit with N/A filled in.**

REQUIRED ONLY WHEN APPLICABLE (forms will be provided to the awarded contractor if needed):

- **S3P-1:** JOBS! JOBS! JOBS! Section 3 Notice, Employment and Training Positions Available – When hiring additional help, post at public housing facilities, facilities providing assisted housing, social services agencies, i.e. Headstart, WIC, AFDC; city/County halls or county buildings, employment offices, commonly used locations, i.e. libraries, post offices, grocery stores, employment offices, etc.; and job site.
- **S3P-2:** Preliminary Resident Eligibility Determination – To be used as part of the hiring process or with the Employment Survey Form (S3P-2), by the grantee, contractor/subcontractors.
- **S3P-3:** Employment Survey – The Grantee should work with the PHA or other social service agencies to distribute the Survey to determine if there may be qualified persons with the necessary skills.

REQUIRED WHETHER OR NOT NEW EMPLOYEES ARE HIRED TO WORK ON THIS PROJECT:

- **S3R-1:** Notice Documentation – Documents how the Employment and Training Positions Available (S3P-1) form was distributed and where it was posted. **The Contractor/Subcontractor must to SEAGO with final payroll.**
- **S3R-2,** Business Utilization Report – Identifies Contractor/Subcontractor, vendors that are Section 3 Businesses. **Complete and submit this form with the final payroll.**
- **S3R-3,** Applicant and New Hire Employment Report – Identifies the actual number of Section 3 residents employed on the project. **Complete and submit this form with the final payroll.**

SEAGO LABOR STANDARDS – FORM B (SLS-B)

POINT OF CONTACT INFORMATION SHEET
(Engineers, Architects, Contractors, Subcontractors, etc.)

1. Name of Firm/Corporation/Company: _____

2. Name, Title, Address, Phone/Cell Numbers of Project Manager:

3. Name, Title, Address, Phone/Cell Numbers of Payroll Clerk:

4. Name, Title, Address, Phone/Cell Numbers of on-site Supervisor/Foreman:

5. Name, Title, Address, Phone/Cell Numbers for other:

Send to:
SEAGO, ATTN: Bonnie Williams, CDBG Program Manager
1403 W. Hwy 92, Bisbee, AZ 85603

**PROJECT WAGE RATE CLASSIFICATIONS AND
ADDITIONAL CLASSIFICATIONS
SEAGO LABOR STANDARDS FORM E**

Project Name & CDBG #: **120-17 Water System** Wage Rate Decision #:

Name of Contractor, Point of Contact, Phones: _____

Name of Employee	Classification (As listed in WRD)	Rate of Pay	Fringe Benefit	Total	Deducted for F.B. Plan	Total Rate of Pay per Hour

Name of Employee	Additional Classifications (Not list in WRD)	Rate of Pay	Fringe Benefit	Total*	Deducted for F.B. Plan	Total Rate of Pay per Hour

How rate was determined:

***TOTAL CANNOT BE LOWER THAN THE LOWEST SKILLED CLASSIFICATION IN PROJECT WRD**

**Send to:
SEAGO, ATTN: Bonnie Williams, CDBG Program Manager
1403 W. Hwy 92, Bisbee, AZ 85603**

SLS-E

LS-4 - PAYROLL REPORT

NAME OF CONTRACTOR () OR SUBCONTRACTOR ()					ADDRESS													
PAYROLL NO.		FOR WEEK ENDING			PROJECT AND LOCATION Town of Patagonia-Water System								PROJECT/CONTRACT NO. 120-17					
(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	No. of WH Exe m	(2) WORK CLASSIFICATION	O T or S T	(3) DAY AND DATE						(4) TOTAL HOURS	(5) RATE OF PAY	(6) GROSS AMOUNT EARNED	(7) DEDUCTIONS					(8) NET WAGES PAID
				HOURS WORKED EACH DAY									FICA	FEDERAL WITH- HOLD- ING	STATE WITH- HOLD- ING	OTHER	TOTAL DEDUCT- IONS	
			O															
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GRANTEE USE ONLY		
Date Received: _____	Date Reviewed: _____	Reviewed By: _____
Grantee Name: Town of Patagonia		CDBG Contract No: 120-17

LS-5 - STATEMENT OF COMPLIANCE

Date _____

I, _____
 (Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by on the _____
 (Contractor or subcontractor) (Building or work)
 that during the payroll period commencing on the _____ day of _____,
 20____, and ending the _____ day of _____, 20 _____,
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____
 (Contractor or subcontractor)

person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations. Part 3 (29 CFR Subtitle A), Issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic

listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE
----------------	-----------

SIGNATURE MUST BE THAT OF AN OWNER OR OFFICER OR BY AN EMPLOYEE DESIGNATED IN WRITING BY THE OWNER/OFFICER AS AUTHORIZED TO SIGN. THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE TITLE 18, SECTION 1001 AND TITLE 31, SECTION 231 OF THE UNITED STATES CODE).

GRANTEE USE ONLY		
Date Received: _____	Date Reviewed: _____	CDBG No: _____
Reviewed By: _____	Grantee: _____	

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow.

Contractors Who Pay All Required Fringe Benefits

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors Who Pay No Fringe Benefits

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

**REQUEST FOR AUTHORIZATION OF
ADDITIONAL CLASSIFICATION AND RATE**

CHECK APPROPRIATE BOX
 SERVICE CONTRACT
 CONSTRUCTION CONTRACT

OMB Number: 9000-0089
Expiration Date: 9/30/2017

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0089, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER.

1. TO: ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210	2. FROM: (REPORTING OFFICE)
---	------------------------------------

3. CONTRACTOR	4. DATE OF REQUEST
---------------	--------------------

5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (if APPLICABLE) (SERVICE CONTRACT ONLY)
--------------------	-------------------------------------	------------------	-------------------------------	--

10. SUBCONTRACTOR (IF ANY)

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

12. LOCATION (CITY, COUNTY AND STATE)

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: _____ DATED: _____

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only) <i>(Use reverse or attach additional sheets, if necessary)</i>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE
--	--

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE
---	-------	---

TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))

- THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
- THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
(Send 3 copies to the Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NUMBER	DATE SUBMITTED
--	---------------------------------------	----------------

LS-15. AUTHORIZATION FOR DEDUCTIONS

The undersigned authorize deductions, as noted, to be made from his/her wages. It is understood that:

- the deduction(s) are in the interest of the employee,
- the deduction(s) are not a condition of employment,
- there is no direct or indirect financial benefit accruing to the employer,
- it is not otherwise forbidden by law; and
- if the deduction(s) are for fringe benefits, information regarding the fringe benefit plan has been provided to me in writing

1.a. EMPLOYEE NAME	b. FROM/TO DATE(s) (may cover for entire project if no changes)	c. AMOUNT	d. PURPOSE
--------------------	--	-----------	------------

Printed
Employee Name

Signature

_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

Note: One form per employee, due to confidentiality.

2. Name of Contractor/Sub: _____

Signature of Authorized Representative

Date

Typed Name

Phone Number

SLS-17 – CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

NAME OF CONTRACTOR/SUBCONTRACTOR: _____

Provide the name, address, and telephone number of each Plan for fringe benefits provided. If plans differ between classifications, use separate forms and specify the classification.

1. Health and Welfare:
Address:
Plan #, Group #, etc.:
Phone/FAX Numbers:
Point of Contact:
2. Pension/401K:
Address:
Plan #, Group #, etc.:
Phone/FAX Numbers:
Point of Contact:
3. Dental/Vision:
Address:
Plan #, Group #, etc.:
Phone/FAX Numbers:
Point of Contact:
4. Supplemental (AFLAC, etc.):
Address:
Plan #, Group #, etc.:
Phone/FAX Numbers:
Point of Contact:

I hereby certify that I make payments to the fringe benefit plans, funds, or programs identified above.

Signature

Date

Typed Name/Title

SECTION 3 ASSURANCE

THIS FORM MUST BE SUBMITTED BY THE CONTRACTOR/SUB CONTRACTOR WITH THE BID OR WITHIN 3 DAYS FOLLOWING AWARD OF CONTRACT.

1. I, the undersigned, _____, as official representative of
(printed name)
_____ agree to comply with Section 3 requirements,
(contractor/subcontractor)
to include record keeping and reporting, for the _____. It is
(project)
understood that failure to comply may result in the following sanctions: cancellation, termination or suspension of this contract in whole or in part.
2. Prime Contractor/Subcontractor
 - a. The number of positions needed in this project: _____
Details of occupational categories provided in Attachment A _____ (yes)
 - b. The number of these positions to be filled by regular, permanent employees: _____
 - c. The number of positions projected to be filled by low income area residents: _____
Details of occupational categories provided in Attachment A _____ (yes)
3. Subcontractors/Vendors/Lower-Tier Subcontractors
 - a. The number of subcontractors projected to be utilized for this project: _____
 - b. The number of subcontractors projected to be Section 3 businesses: _____
 - c. The number of businesses/suppliers projected to be utilized: _____
Dollar amount: \$ _____
 - d. The number of businesses/suppliers projected to be Section 3 businesses/suppliers: _____
Dollar amount: \$ _____

Signature/Title

Date

S3B-1 (04/2016)

Attachment A

**SECTION 3
ESTIMATED PROJECT WORK FORCE BREAKDOWN**

THIS FORM MUST BE SUBMITTED BY THE CONTRACTOR WITH THE BID OR WITHIN 3 DAYS FOLLOWING AWARD OF CONTRACT.

1.	2.	3.	4.	5.	6.
Job Category	Total Estimated Positions Needed for Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	No. of Positions to be Filled with Section 3 Residents	Approximate Hiring Date
Supervisor					
Professional					
Technical					
Office/Clerical					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TOTALS					

Section 3 Resident

Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the County where the project is located, if not within a MSA in which the Section 3 covered project is located.

Company

Company Address

Phone Number E-mail

Person Completing Form

Date

SECTION 3 BUSINESS SELF-CERTIFICATION

THIS FORM MUST BE SUBMITTED BY THE CONTRACTOR WITH THE BID OR WITHIN 3 DAYS FOLLOWING AWARD OF CONTRACT IF APPLICABLE

A. Basis for Self-Certification

The _____, located at _____
(name of business) (address)

hereby certifies that it is a Section 3 business, as defined by HUD, on the basis of the following:

(check all applicable)

- 1) _____ 51% or more ownership by Section 3 residents;
- 2) _____ At least 30% of the current permanent, full-time employees are Section 3 residents or were Section 3 residents at the time they were hired (within the past three years);
- 3) _____ Is committed to subcontracting more than 25% of the total dollars awarded by _____ to business concerns that meet the qualifications indicated in 1) or 2) above.
(name of grantee)

B. Certifications

I, the undersigned, hereby certify that:

- 1) I have the legal authority to make these certifications on behalf of _____;
(name of business)
- 2) Documentation exists to verify the basis for the Self-Certification indicated in A. above;
- 3) This documentation will be made available to the grantee, the State of Arizona Department of Housing, HUD or its designated representatives, during normal business hours, upon request;
- 4) This documentation will be maintained for at least five years after completion of the requirements of the contract provided by the recipient;
- 5) The information provided in A. above is true and accurate to the best of my knowledge; and
- 6) I am aware that both I and the business identified above, are liable to civil and criminal penalties for willful falsification of any of the information provided in this document.

Signature

Date

Printed Name

Title

SECTION 3 NOTICE DOCUMENTATION

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND SUBMITTED WITH FINAL PAYROLL AND FILED IN THE GRANTEE'S SECTION 3 FILE IF THE CONTRACTOR INDICATED THAT THEY WOULD BE HIRING AS A RESULT OF THE CDBG PROJECT.

1. The Section 3 Employment and Training Notice (Form S3P-1) was mailed to the following entities (e.g. labor organizations, community based groups, social service agencies, Headstart Programs) on the date indicated:

Entity	Date
--------	------

2. The Section 3 Employment and Training Notice (Form S3P-1) was posted as follows:

Location	Date
----------	------

3. The Section 3 Employment and Training Notice (Form S3P-1) was printed in the following publications and copies of each are attached:

Publication	Date
-------------	------

4. Other actions taken to disseminate the Section 3 Employment and Training Notice (Form S3P-1) (include dates):

Signature

Date

Printed Name/Title

Phone No.

E-mail

THIS REPORT MUST BE COMPLETED BY THE CONTRACTOR (SUBCONTRACTOR WHEN APPLICABLE) AND SUBMITTED WITH FINAL PAYROLL.
 A COPY OF THE COMPLETED FORM MUST ALSO BE SUBMITTED TO ADOH WITH THE CONTRACTOR'S FINAL REQUEST FOR PAYMENT

SECTION 3 BUSINESS UTILIZATION REPORT

Total Dollar Amount of Contract: _____

Prime/Subcontractor Contractor: _____ Federal ID No.: _____

Address: _____

1.	2.	3.	4.	5.	6.	7.
Name of Subcontractor/ Vendor	√ Check if Sec. 3	Address (zip + last 4 digits) & Telephone	Trade/Service or Supply	Contract Amount	Award Date	Federal Identification No.

Total Dollar Amount Awarded to Section 3 Businesses:
 \$ _____

 Company

 Person Completing Form

 Phone E-mail

 Date

Report Date: ___/___/___ to ___/___/___

Activity No: 2 Activity Name: Water System

REPORT MUST BE COMPLETED BY THE GRANTEE (W/A) AND CONTRACTOR/SUBCONTRACTOR AND SUBMITTED WITH FINAL PAYROLL

SECTION 3 APPLICANT AND NEW HIRE EMPLOYMENT REPORT

1.	2.	3.	4.	5.	6.	7.	8.	9.
Job Category	Total Positions Needed to Complete Job	No. Occupied by Permanent Employees	No. of Positions Not Occupied	No. of Section 3 Applicants	No. of Section 3 Applicants Hired	Gender/ Other ¹	Ethnicity ²	Section 3 Status ³
Supervisor								
Professional								
Technical								
Office/Clerical								
Others								
TRADE:								
Journeyman								
Apprentices								
Trainees								
Others								
TOTALS								

¹ M = Male F = Female D = Disabled

² 1 = White 2 = Black African-Am 3 = Asian 4 = Am-Indian/Alaskan 5 = American Indian/Alaskan 6 = Hawaiian Pacific Islander 7 = Am-Indian/Alaskan Native & White 8 = Asian & White 9 = Black/African-Am & White 10 = Am-Indian/Alaskan & Black African-Am 11 = Other Single or Multi-Racial Category

³ 1 = LM living in Service Area 2 = PHA resident living in Service Area 3 = Income Qualified for other LM Program (name program) 4 = Youthbuild Participant 5 = Homeless Person 6 = PHA or LM person regardless of residence

Certification: This company hereby certifies that the information provided above is an accurate report of its Section 3 efforts.

Grantee/Contractor/Subcontractor: _____ Phone: _____ E-mail: _____

Address: _____ Date: _____

Signature: _____ Printed Name/Title: _____

SEAGO COMPLIANCE BID DOCUMENT

SECTION III

LABOR STANDARDS VERIFICATION ITEMS

The forms listed below are not included herein, but **ARE CONSIDERED PART OF THE OVERALL CONTRACT DOCUMENT**. These forms are used by SEAGO only to verify Contractor's/Subcontractor's labor standards compliance or to conduct Labor Standards Enforcement during construction.

LS-6: Pre-Construction Conference Report – Items required by the State to be discussed during the pre-construction conference.

LS-8: Construction Status Report – Informs the State when construction will begin and end and to stop sending WRDs.

SF1445/LS-9: Record of Employee Interview – Verify that the contractor is paying its employees

Davis- Bacon wages, overtime pay, fringe benefits, appropriate deductions, no kickbacks, safe working conditions, no discrimination, etc. At least 75% of all employees (contractor and subcontractors) will be interviewed the first and last month of construction—more often if there are problems, non-consistencies, non-compliance, etc. with the project or paperwork.

LS-10: On-site Inspection Report – Determine whether the WRD, Notice to Employees and Equal Employment Opportunity Non-Discrimination poster are posted in a visible place to the Contractor's/Subcontractor's employees.

LS-11: Labor Standards Investigation Report – Investigate a potential or alleged violation of federal labor standards.

LS-12: Labor Standards Enforcement Report – Report findings of willful non-compliance and underpayment, based on the LS-11 report, to the Department of Labor.

LS-14: Fringe Benefit Documentation Form – Verify reported fringe benefit plans.

SECTION C

PLANS and SPECIFICATIONS

AND

APPENDIX A – APPROVED MATERIALS

**TOWN OF PATAGONIA
WATER SYSTEM IMPROVEMENTS**

CDBG #120-17

Town of Patagonia, Arizona



PLANS AND SPECIFICATIONS FOR Water Supply Improvements CDBG #120-17

Patagonia, Arizona

Prepared by

NextGen Engineering, Inc.

877 S. Alvernon Way, Suite 200B, Tucson, Arizona 85711

5142 E. Holmes St, Tucson Arizona 85711

520-561-6467

September 19, 2017

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SPECIAL PROVISIONS

SECTION 1000

GENERAL REQUIREMENTS

Not A Bid Item

1000-1 GENERAL PROVISIONS

The work performed under these Special Provisions consists of the Contractor furnishing, in accordance with the contract drawings and specifications and subject to the terms and conditions of the contract, all materials, equipment, tools, labor and incidentals necessary for the construction of the project, complete and in place.

The scope of work to be accomplished by the Contractor under these specifications shall include but may not be limited to the following general categories of work for:

Traffic control, clearing and grubbing, installation of C-900 water mains and service connections within Town ROW, installing and replacing water valves, installing new water meter boxes, fire hydrants and Air Release valves.

1000-2 CONTRACT DRAWINGS

The location of the work, its general nature and extent, dimensions, details and other pertinent information is shown on the Plans, which by reference are made a part of these contract documents.

1000-3 DIMENSIONS AND VERIFICATIONS

The pipeline lengths and widths are shown by nominal dimensions. No warranty is made, express or implied, as to the accuracy of these dimensions and it is the Contractor's responsibility to verify all dimensions in accordance with these specifications.

1000-4 BASIS OF SPECIFICATIONS

Where used herein, TW shall mean Tucson Water Specifications, SSPWC shall mean Standard Specifications for Public Works Construction, latest edition and all latest supplements. Where required by the Special Provisions, work shall conform to the requirements of said SSPWC. All reference to "State" or "Agency" shall mean the Arizona and the Arizona Department of Environmental Quality (ADEQ) respectively.

1000-5 INTENT OF SPECIAL PROVISIONS

The intent of these Special Provisions is to supplement the construction documents with specific project requirements, which the Contractor shall meet in constructing this project. No implication is made herein that these Special Provisions cover every construction aspect that must be considered by the Contractor in order to complete the work in accordance with accepted practices and procedures for performing the required work.

1000-6 PRE-BID CONFERENCE

All prospective bidders are required to attend the Pre-Bid Conference at on Thursday, October 12, at 11:30 am (PST) at Patagonia Town Hall. The Town of Patagonia is hereby referred to as the "Owner".

The meeting will be held for the purpose of answering any questions concerning the project. None of the information transmitted at this meeting is to be construed to in any way modify the Plans and Specifications. Any modifications deemed necessary based on discussions held at the Pre-Bid Conference will be forwarded to all Plan Holders as an Addendum.

1000-7 INVESTIGATION OF SITE CONDITIONS

Bidders, by their own investigation, must satisfy themselves as to the existing conditions affecting the work to be done under these specifications. If the bidder chooses not to conduct investigations, he will nevertheless be charged with knowledge of conditions which a reasonable inspection and investigation would have disclosed.

Bidders and the Contractor shall assume all responsibility for deductions and conclusions as to the difficulties in performing the work.

1000-8 COMPLETION TIME SCHEDULE

Notice to Proceed and Contract Start Date. Within ten (10) calendar days after the award of contract has been made by the Owner, the Owner shall deliver to the Contractor a Notice to Proceed. The date of the issuance of the Notice to Proceed is referred to here as the "Contract Start Date."

The Contractor has 60 days to substantially complete the project and 90 calendar days from the Notice to Proceed to bring the project to final completion.

Substantial completion means complete pipeline, valves, and fire hydrants installed and pass the pressure and bacteria tests of ADEQ.

Final completion means punch list from Owner is completed, site cleaned and equipment removed. The definition of Project Completion Date shall be that date upon which the Patagonia Town Representative signs off and approves completion of the project.

In addition to the foregoing, upon the commencement of construction the Contractor shall deliver to the Owner for the Owner's acknowledgement a letter confirming the Actual Physical Construction Dates.

1000-9 LIQUIDATED DAMAGE

In the event the Contractor does not substantially complete construction by the Substantial Completion dates of Section 1000-8, then the amount payable by the Owner to the Contractor hereunder shall be decreased by an amount of \$1,000.00 per full day.

1000-10 OFFSITE WORK

No offsite work is required for the project. All works are within the owner's property.

1000-11 EMERGENCY INFORMATION

The Contractor shall provide the following information in writing and submit it with the signed contract, and contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents:

1. Name of authorized representative at the job site.
2. Address and local telephone number where the above person can be reached during normal working hours, and after normal working hours.
3. Address of the nearest office of the Contractor, and the name and telephone number of a person at that office who is familiar with, and authorized to discuss the project.

1000-12 CONSTRUCTION SCHEDULE AND PRE-CONSTRUCTION SUBMITTALS

At the pre-construction conference, the Contractor shall submit to the Owner for review a project construction schedule. The Owner has 4 working days to complete the review of the submittals. In addition to the project construction schedule, the Contractor shall provide the following submittals:

1. Storage Site Plan
2. Traffic Control Plan
3. Water Diversion and Control Plan

1000-13 HOURS OF OPERATION

Unless otherwise approved by the Owner, notwithstanding any additional hours which may be permitted under or pursuant to any permits the Contractor shall not work outside the following hours of operation on this project:

- Weekdays (Mon. thru Fri.): 6:30 a.m. – 6:00 p.m.
- Sundays and State Holidays: No Work.
- Written permission is required from the Owner to work outside these stated hours. Requests for permission are to be received by the Owner 48 hours prior to implementation. Contractor to reimburse Owner for inspections outside of normal work hours at \$100/hour.

Artificial lighting for construction or for mobilization purposes shall not be allowed on this project.

1000-14 ORDER OF WORK

A pre-construction conference will be held prior to the commencement of any construction at a place and time designated by the Owner, or the Owner's designee. Attendee's shall include Contractor's representatives, Owner, Owner's representatives and other affected parties.

1000-15 SURVEYING

The Contractor shall provide competent, suitable, qualified professional to survey and layout the work as required by the Contract Documents.

1000-15.01 General Surveying shall be considered as incidental to and included in the amount bid for the contract. Full compensation for any necessary surveying required will be considered as included in the prices for the various contract items involved and no additional compensation will be made.

1000-16 MOBILIZATION

1000-16.01 Description of Work. The work shall consist of preparatory work and operations, including but not limited to, the movement of personnel, equipment, supplies and incidentals to the project site; the establishment of all offices, buildings and other facilities necessary for work on the project, and for all other work and operations that must be performed; and authorized costs incurred prior to beginning work on the various items on the project site.

Construction and stored equipment and supplies shall not be permitted within the road rights of way and shall not obstruct access or businesses, nor shall sight distance be restricted by stored equipment and supplies.

1000-16.02 General. Mobilization shall be considered as incidental to and included in the amount bid for the contract. Full compensation for any necessary mobilization required will be considered as included in the prices for the various contract items involved and no additional compensation will be made.

1000-17 CONTROL OF WATER

This section covers the diversion and control of all water entering into the construction area or otherwise affecting construction activities. All permanent construction shall be performed in a site free from water unless otherwise provided for in the special provisions.

The contractor shall be responsible for obtaining the use of any property which may be required for the diversion and protective works so as not to create a hazard to persons or property or to interfere with the water rights of others. It shall be understood and agreed that the Contractor shall hold the Owner harmless from legal action taken by any third party with respect to construction and operations of the diversion and protective works.

Prior to beginning of work involving diversion and control of water, the Contractor shall submit a water control plan to the Owner. In event circumstances during the course of construction require changes to the original water control plan, a revised water control plan shall be promptly submitted to the Owner in each instance. No responsibility shall accrue to the Owner as a result of the plan or as a result of knowledge of the plan. Construction and operation of the diversion and control works shall be in accordance with the water control plan submitted, except deviations therefrom may be specifically approved by the Owner. All works installed by the Contractor in connection with dewatering, control, and diversion of water but not specified to become a permanent part of the project, shall be removed and the site restored, insofar as

practical, to its original condition prior to completion of construction or when directed by the Owner.

1000-18 STORMWATER POLLUTION CONTROL

The Contractor shall prevent, control, and otherwise abate discharges of pollutants from the construction site in accordance with the Standard Specifications, the Plans, and these Special Provisions and the Arizona General Construction Permit for sites with less than 1 acre of disturbance. .

The work shall also include furnishing, installing, and maintaining permanent erosion control measures such as pipe inlet and outlet protection, cut and fill slope transitions, and other permanent erosion control devices per industry standard for water supply projects less than 1 acre in total disturbance.

Any ground water, seepage water, or project generated waste water encountered within the project work areas shall be pumped to a holding tank and disposed of offsite. At the discretion of the Engineer, decanted water collected at the site may be utilized for dust control.

Expenses for this are to be included with Clearing and Grubbing Section 1002 of these Special Specifications.

1000-19 SECURE WORK AREA

It is the responsibility of the Contractor to maintain safe and secure work areas at all times. Safe work areas will include the use of barricades, guards, lights, signs, and any other devices necessary to protect the public.

1000-20 REMOVAL OF MATERIALS

Construction and demolition debris which are to be disposed of may be stockpiled prior to disposal as agreed by the Owner. Debris generated by construction must be removed from the site prior to project completion and taken to a recycle facility.

1000-21 WATER FOR CONSTRUCTION

Water for construction purposes shall be the contractor's responsibility to be obtained from any Town of Patagonia source agreed with the Town. Contractor will provide a certified backflow preventer. The Contractor shall make all arrangements to transport the water, and shall at its own expense, furnish and install all necessary piping and fittings. All charges for water used for the proposed construction shall be the Owners responsibility.

1000-22 EQUIPMENT AND MATERIALS STORAGE

The Contractor shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each workday. All deliveries of materials to the job site shall be planned and executed so that traffic is not obstructed or interfered with in any fashion. A storage site plan shall be submitted in accordance with Section 1000-12.

1000-23 CONSTRUCTION SITE MAINTENANCE

The contractor shall provide the means to maintain a construction site free from dust and excessive noise. Precautions shall be taken to prevent other environmental conditions from becoming a nuisance in and around the working areas. The Contractor is required to control dust during the entire contract period, including holidays and weekends.

If the Contractor fails to maintain a clean construction site in accordance with these specifications, the Owner reserves the right to hire another Contractor to perform this work on a “force account” basis. The cost of performing this work will be deducted from the total contract price at final payment

1000-24 COMPACTION TESTS

See Section 1003 of these Special Specifications

1000-25 SANITATION

The Contractor shall have appropriate sanitation facilities on site before the first working day. These facilities shall be made available to all personnel assigned to this project.

1000-26 MEASUREMENT AND PAYMENT

No separate measurement and/or payment will be made for work or other features as required and outlined in this section. Full compensation for such work and features shall be considered included in the prices bid for other items of work, and no additional or separate compensation will be allowed therefore.

Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations and incidentals appurtenant to the items of work being described, as necessary to complete the various items of work as specified and shown in the Contract Documents, including all appurtenances thereto, and including all costs of mitigation measures, compliance with the regulations of public agencies having jurisdiction, including the Santa Cruz County, Safety and Health Requirements of the Arizona Division of Industrial Safety and the Occupational Safety, Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item of work that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

END OF SECTION 1000

SPECIAL PROVISIONS

SECTION 1001

TRAFFIC CONTROL AND CONSTRUCTION SIGNING

Bid Item No. 1

1001-1 GENERAL PROVISIONS

The work under this section shall consist of providing flagging services and furnishing, installing, maintaining, moving, and removing barriers, barricades, warning signs, delineators, lights, signals, cones, pavement markings, impact attenuation devices, and other traffic control devices in order to provide safe and efficient passage through and/or around the work and protecting the public and workers from damage to person and property within the limits and for the duration of the project.

1001-1.1 ONSITE TRAFFIC CONTROL

All work shall conform to the requirements of the current edition of the Work Zone Standards and Guidelines published by the U.S. Department of Transportation, Federal Highway Administration as amended by the appropriate jurisdiction and, hereinafter, referred to as the traffic control standards. The requirements of the traffic control standards shall be considered the minimum standards for the protection of workers and the public.

1001-2 TRAFFIC CONTROL PLAN

The Contractor shall submit in writing, for approval by the Owner, an Order of Work and Traffic Control Plan at least one week prior to the start of work on the project site.

The Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the public traveled way or shoulders at any time, except as provided in the approved Traffic Control Plan.

All construction work and traffic control shall be scheduled and constructed to provide for a minimum inconvenience and maximum safety to the vehicular and pedestrian traffic.

The contractor shall submit the traffic control plan not less than five working days prior to commencement of any work on any site included in the project. The traffic control plans shall be on paper reproducible on a copier. The plans shall be submitted to the Engineer.

The traffic control plan of the contractor, along with the contractor's work schedule and actual operations, shall be such that no condition that is considered to be unsafe, in the opinion of the Engineer, shall exist. The traffic control plan shall assure that miscellaneous operations occurring throughout the work, as well as during the final stages, are adequately protected. As a result of effective planning and efficient scheduling of the type and quantity of work, the duration, degree, length, amount, size, etc., of any traffic restriction or lane closures shall be

limited to that absolutely necessary to provide a safe condition for both traffic and construction personnel.

No separate payment shall be made for the preparation of traffic control plans. The cost of the plans shall be included in the overall cost of the project.

All detours, partial closing, or other traffic alterations shall be approved by the Engineer. The traffic control plan shall also be submitted to the agencies having police and fire responsibility within the project site.

Traffic control/lane closures shall be in accordance with all applicable codes and ordinances. Unless otherwise noted in the Special Provisions or modified by the approved traffic control plan, the following shall apply:

The contractor is responsible for the proper installation and inspection of all traffic control devices within the limits of the project.

The contractor shall ensure that existing traffic signs and signals are properly maintained, operated, removed, stored or installed.

The contractor shall obtain permission from the Owner, a minimum of two days in advance, except in an emergency, before closing or restricting any street or public right-of-way.

Reserved Rights of Access. The Contractor acknowledges, agrees and understands that throughout the period of construction the following persons and parties shall need regular and periodic access to affected properties. Except as provided below at Item (B), the Owner shall use its best efforts to provide advance notice to the Contractor of such periodic access requirements:

- (A) Owner and Owners Agents;
- (B) Fire and emergency vehicles at any time and without notice.

1001-3 CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs, delineators, and barricades as required by the Arizona Department of Transportation (ADOT), and the requirements of the Plans, Standard Specifications, and these Special Provisions.

Traffic control signs shall be installed prior to starting any work, maintained throughout the duration of the work, kept free of graffiti at all times during construction, and shall not be removed until all work has been completed. Traffic control signs shall be covered when not in use.

Post a 3 ft x6 ft painted plywood sign in a conspicuous on-site location agreed by the Owner, visible to the general public stating construction hours. Sign must provide phone number for complaints.

1001-4.00 MEASUREMENT AND PAYMENT

This element of work shall be bid as lump sum and the price bid by the Contractor shall be considered payment in full for the work as follows:

- Maintenance of roadway and sidewalk areas, as well as detours in the project limits including sweeping and surface/pothole repairs.
- Storm water control adjacent to roadways, sidewalks, etc.
- Storm and emergency response to protect the Work including labor, equipment and materials.
- Relocation services for all traffic control devices including labor, equipment, vehicles, and supervision costs for installation, moving, damage repair, relocation and final removal.
- Monitoring of project site on nights, weekends, and holidays.
- Traffic control plan preparation and approval process.
- Notification of police, fire, ambulance, schools, public transit authorities, postal service, neighborhood groups, businesses, etc.
- Ingress and egress to driveways, bus stops, crosswalks, sidewalks, etc.
- Maintenance of existing traffic control and street signs.
- Other non-specific or incidental activities not included in other pay items of work associated with traffic control.

END OF SECTION 1001

SPECIAL PROVISIONS

SECTION 1002

CLEARING AND GRUBBING

Bid Item No. 2

1002-1 GENERAL

Description of Work. The work under this section shall consist of clearing, removing, and disposing of all trees, brush, vegetation, stumps, debris, rubbish, miscellaneous structures not covered under other contract items, and other objectionable matter from within the right-of-way, easement or construction areas shown on plans and such other areas as may be specified in the special specifications. Clearing shall be performed in accordance with the requirements of these specifications.

This section include payment provisions for Section 1000-18 stormwater pollution prevention BMPs.

Contractor is required to protect and preserve all items designated to remain. Where Contractor's operation causes damage or injury to trees and plants designated to remain, an arborist or other qualified professional shall be employed by the Contractor to repair the damage or provide replacement and mitigation in accordance with these Specifications and Drawings, and to the OWNER's satisfaction where damage is beyond repair.

Prior to moving onto the Project site, the Contractor is required to visit and inspect the site conditions, and review the existing site and pipeline routes and facilities delineated within the OWNER's property and work area boundaries. Prior to any work at the site, the Contractor shall video the entire Project site, including all lands, all permanent and temporary easements, all access roads, and all other areas impacted by the Work. The Contractor shall submit one copy of the complete set of videos and or CD's to the ENGINEER.

1002-2 PRODUCTS

Materials. (None Specified)

1002-3 EXECUTION

1002-3.1 GENERAL. All vegetation and objects designated to remain shall be preserved from injury or defacement. This includes but is not limited to trees, Utilites, Town infrastructure. Property and landscape shall be protected and restored in accordance with the requirements contained in Subsection 0107.1200 of the standard contract conditions.

Burning will be permitted only if the contractor obtains a permit from ADEQ Southern Regional Office, 400 W. Congress, Suite 433, Tucson, Az 85701

All materials removed under this section shall be disposed of within seven (7) calendar days after cutting, felling or removal unless otherwise approved, in writing, by the Engineer.

In the disposal of all tree trunks, stumps, brush, limbs, roots, vegetation and other debris, the contractor shall comply with the requirements of Title 36-Public Health and Safety, Chapter 6, Article 8, Air Pollution of the Arizona Revised Statutes and with the Rules and Regulations for Air Pollution Control, Article 7, adopted by the Arizona Department of Health Services pursuant to the authority granted by Statute and as may be amended by local agency requirements.

1002-3.2 **CLEARING** The ENGINEER will establish the limits of areas to be cleared or areas, objects or features that are designated to remain undisturbed. In general, the work areas shall include trenches, structures, detours and other areas shown on the plans or as specified or directed by the ENGINEER. The ENGINEER will designate structures, debris, rubbish, trees, brush and vegetation to be cleared. Clearing beyond the limits of construction shall be only where specified or directed. Removal of cacti and native plants shall be in accordance with the provisions of the "Native Plant Law" of the Arizona Revised Statutes, Chapter 7.

During the life of the contract the ENGINEER may order the clearing of any trees within the right-of-way or easement that he determines to be hazardous or dead and unsightly and whose condition was a direct result of construction activities.

1002-4.0 **MEASUREMENT AND PAYMENT**

Measurement for Clearing and Grubbing will be made as a single Lump Sum quantity of work complete when accepted by the Owner's Engineer.

END OF SECTION 1002

SPECIAL PROVISIONS

SECTION 1003

Installation of Waterlines BID ITEMS NO. 3, 4, 5, and 6

1003-1 GENERAL

1003-1.01 DESCRIPTION OF WORK

The work under this section shall consist of furnishing all labor, tools and equipment required to install or reinstall waterlines including pipe, pipe fittings, valves and all other appurtenances in accordance with the details shown on the plans and the requirements of these specifications and any special specifications. All materials must be new and appear on the Approved Materials List in Appendix A of this Special Provisions. Where applicable, the contractor is responsible for obtaining all permits required to complete the work.

1003-2 EXECUTION

1003-2.01 General. Operations shall be conducted such that existing roadway facilities, utilities, railroad tracks and other non-roadway facilities will not be damaged. The contractor, at his expense, shall furnish and install sheet piling, shoring, or whatever materials may be necessary to adequately support material underlying such facilities or to support the facilities themselves and shall maintain such supports until they are no longer needed. Temporary pavements, facilities, utilities and installations shall also be protected until they are no longer required. When temporary supports and other protective means are no longer required, they shall be removed and disposed of by the contractor at his expense.

When hauling is done over roadways or streets, the loads shall comply with legal load requirements, all material shall be removed from shelf areas of vehicles in order to eliminate spilling of material, and loads shall be watered or covered to eliminate dust. All roadway or streets used for hauling must be returned to original condition prior to final acceptance of the project.

The contractor shall furnish and apply water for dust control, for compaction purposes and for such other purposes as the project requires. The contractor is responsible for obtaining the proper water use permit for dust control.

All suitable material removed from excavated areas may be used instead of borrow for backfill of trenches, construction fill and in other designated areas if approved by the Engineer.

The contractor shall provide and maintain earthwork operations to insure satisfactory surface drainage at all times. Ditches and other drainage facilities necessary to remove ponded water shall be constructed as soon as practical to have the work area dry during the progression of work. All existing culverts and drainage systems shall be maintained in satisfactory operating condition throughout the course of the work. If it is necessary to interrupt existing surface drainage, sewers, culverts or under-drainages, then temporary drainage facilities shall be provided until the permanent drainage work is complete.

1003-2.02 Material Delivery and Storage. Pipe ends shall be covered during transportation to prevent exhaust fumes from entering the pipe. Materials delivered to the site of the work in advance of their use shall be stored in a manner which minimizes inconvenience to the public. Materials shall be sorted and stored neatly and shall insure ease of accessibility. Materials shall be protected from the elements in accordance with the recommendations of the manufacturer. Materials which, in the judgment of the Engineer, have been improperly stored or shipped will be rejected for use in the Tucson Water System.

1003-2.03 Sequence. For pipe 24" diameter or larger, the sequence of installation shall be submitted by the contractor prior to the start of work. The sequence shall conform to the contract time and comply with all required phasing noted on the project plans. The sequence shall also minimize inconvenience to the traveling public and accommodate the requirements of the jurisdiction within whose rights-of-way the construction is occurring.

Two working days prior to commencement of excavation, the contractor shall contact Blue Stake to verify the location of all existing utilities in the vicinity of the work.

1003-2.04 Layout. Layout will be done according to Section 0215 of Tucson Water Standards - Construction Surveying and Layout.

1003-2.05 Workmanship. All personnel employed by the contractor or his/her subcontractors shall be skilled and knowledgeable with regard to the installation procedures for the pipe, fittings and appurtenances being installed.

1003-2.06 Traffic Control. See Special Section 1001

1003-2.07 Water Shutoffs. Should construction require shutoff of the water system, the contractor shall coordinate with the Owner inspector a minimum of 48 hours prior to the planned system shutoff. The Owner will operate the necessary valves.

The contractor shall be responsible for notifying all affected water users of the time and duration of the system shutoff. Notification shall be by information card delivered not less than 24 hours prior to the scheduled shutoff. The shut off notification cards will be supplied by Owner with the area to be notified determined by Owner. The information card shall provide a phone number at which the contractor can be reached 24 hours a day for water user questions and inquiries. Shutoff shall not be made to any lines serving customers dependent on water services during operating hours unless other arrangements have been approved by the Engineer. Work involving these customers may be required at night or on weekends. The Engineer, upon request, will provide valve and service maps of the existing water system to the contractor.

If contractor must make an emergency turnoff because of broken pipelines, he must contact the Town Water/Wastewater staff or the Town Manager [520\) 394-2229](tel:5203942229) to request turnoff crew and contact the inspector.

1003-2.08 Pavement Removal. Pavement removal and trenching shall be in accordance with the provisions of Pima County/City of Tucson Standard Specifications for Public Improvements (Standard Detail 216).

Milled asphalt will not be allowed for backfill in the waterline trench.

Pavement replacement will be done in accordance with the applicable section of the latest edition of the Pima County City of Tucson Standard Specifications and Detail for Public Improvements.

The contractor is also responsible for replacing "in kind" all existing pavement which is removed or damaged as a result of his operations and which is not covered by the above specifications regardless of ownership.

1003-2.09 Trench Excavation

(A) Description. Trench excavation shall consist of furnishing all labor, materials and equipment required for cutting, removal and disposal of pavement, trench excavation, and trench backfill and shall conform to Standard Detail SD-115. Backfill material and compaction shall be in accordance with the requirements of the authority that has jurisdiction over the right-of-way. On projects where two or more authorities are involved, the more restrictive specification shall apply.

(1) Trenches.

(a) Longitudinal Trenches. For excavation parallel to the centerline, on roadways classified as major streets, or as otherwise required by the Engineer, the length of open trench shall not exceed the distance between the centerlines of adjacent cross streets or 500 feet whichever is less.

For excavations occurring on minor streets or alleys, the length of open trench may be 750 feet or the length of pipe which will be installed in one day, whichever is less. In no case, however, shall two adjacent cross streets be closed to traffic at the same time.

Should it become impossible to maintain access to private property, the property owner/occupant shall be given written notice a minimum of 24 hours prior to the closure of access. Access shall be restored at the end of each work day.

(b) Transverse Trenches. For excavations transverse to the centerline on roadways classified as major streets, trench lengths, unless otherwise authorized by the permitting jurisdiction shall not exceed one-half the roadway width. Emergency vehicle passage shall be maintained at all times.

In roadways containing median dividers, unless otherwise authorized by the permitting jurisdiction, traffic will be maintained on both sides of the median.

Minor through streets and alleys may be closed when authorized by the permitting jurisdiction. Installations in streets with a single outlet must maintain emergency vehicle access at all times.

(c) Excavated Material. Material excavated from the trench may be windrowed along the side of the trench in such a location that no collapsing soil

loads are transmitted to the trench walls, and no hazard to traffic, motorist or pedestrian is created. Excavated material shall not, in any manner, inhibit access to or the use of the fire hydrants, driveways, or mailboxes.

(2) Unsuitable Material. Material, below the natural ground surface in fill areas and below the finished elevation in excavation areas that is unsuitable shall be excavated and disposed of as directed by the Engineer.

When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use.

(3) Surplus Material. Unless otherwise indicated on the project plans or specified in the special specifications, surplus excavated material shall be removed from the job site and disposed of by the contractor in a manner approved by the Engineer and in accordance with the requirements found in Section 0107 Shortages of material caused by the disposal of any material by the contractor before fill quantities are satisfied shall be replaced at the contractor's expense.

(a) Shoring and Sheeting. When necessary, because of space limitations or for trench safety and/or the protection of existing adjacent above or underground facilities, trench shoring and/or sheeting is installed, the shoring and/or sheeting shall comply with current OSHA regulations.

(b) Dewatering. Water tables shall be kept below final trench grade. Trenches shall be kept free of water for the period of time beginning prior to excavation and ending when the trench backfill is above the water table existing prior to construction. The contractor shall construct and maintain the necessary facilities; such as pumps, wells, drains, dams, and channels; to keep the trench free of water. If pumps are used a minimum of one standby pump shall be on the job site. If well points are used, the contractor must obtain the necessary dewatering permit from Arizona Department of Water Resources.

Water removed from the site shall be conducted to drainage facilities without causing damage or disturbance to adjacent property. The contractor shall be responsible for and shall repair, at his expense, any damage caused by water or protective works. Water levels shall be changed slowly and uniformly so as not to impair the stability of slopes and soil properties. No direct payment shall be made for dewatering unless otherwise specified in the special specifications.

(c) Obstructions. Should existing pipe, conduit culverts, duct banks, or other structures or obstructions which were not noted on the plans be encountered in the excavation and be in conflict with the proposed pipe alignment the Engineer may approve additional excavation or direct relocation of a portion of the trench to alleviate the condition. Payment for additional excavation and backfill resulting from these

changes shall be made in accordance with the provisions of Subsection 0104.0200 of the standard contract conditions. Additional payment shall not be made in cases where vertical or horizontal alignment changes are made by the contractor for his convenience.

1003-2.10 Bedding Material. Pipe bedding material shall meet the following sieve analysis and plasticity requirements.

<u>Normal size</u>	<u>Percent</u> <u>Passing</u>
1 inch	100
No. 4	60-100
No. 200	0-10

NOTE: The plasticity index shall not exceed 5 when tested in accordance with the AASHTO T90.

Bedding shall be certified by an independent testing facility when delivered to the project site or by stockpile as directed by the project inspector. Material deemed as unsuitable by the project inspector must be recertified. All certifications are the responsibility of the contractor and are of no expense to Owner. All materials must be recertified every thirty (30) days. Copies of all certifications shall be given to the project inspector.

The Owner reserves the right to adjust, on an individual case basis, these pipe bedding requirements to meet unexpected field/soil conditions.

All trash, forms, sheeting, bracing, and loose rock or loose earth shall be removed from the area into which bedding material is to be placed. Native material will not be allowed for use as bedding.

(A) Placement of Bedding Material. Pipe with an inside diameter of 12-inches or less shall be installed on a minimum 4-inch thickness of bedding material. Pipe in excess of 12-inches in diameter shall be installed on a minimum 6-inch thickness of bedding material. Bedding thickness shall be measured after installation of pipe.

Bedding material shall be placed in uniform horizontal layers not exceeding twelve inches in depth before compaction. For pipes diameter 24 inches or greater, lift thickness' shall be determined by method of compaction and approved by the Engineer.

Bedding material shall be placed under, around, and over the pipe to an elevation 1-foot above the top of the pipe after compaction.

Bedding material shall be placed in a manner which will prevent distortion, damage to, or displacement of the pipe from its intended location. Bedding material shall also be placed so that adequate support will be provided in the haunch areas of the pipe. Voids or loose soils

which are found to occur due to improper placement or compaction of bedding materials will result in rejection of that portion of the pipe installation. Replacement of the pipe will be at the contractor's expense.

Bedding material shall be compacted to at least 90 percent of the maximum density determined in accordance with the requirements of Arizona Test Method 225, 226, 227, 230 or 231, and 232.

If field conditions preclude jetting as a means of bedding placement, the contractor shall submit in writing alternate methods to Tucson Water for approval.

For pipe diameters sixteen inch (16") and larger, all bedding material shall be jetted and the contractor shall employ a qualified testing lab to certify compliance of all bedding materials and to perform all density tests. All test results shall be given to the Tucson Water inspector and a copy to the agency with jurisdiction over the right-of-way. The contractor is responsible for re-compaction of failed test areas.

Compaction tests shall be required of all bedding materials. Compaction tests shall be taken every three (3) lifts at approximately every five hundred linear feet (500') in trenches exceeding three hundred feet (300'). The location shall be determined by the City of Tucson Water Department Construction Section Representative. In trenches less than three hundred linear feet (300'), the number of tests shall be as determined by Tucson Water. Compaction tests shall be included in the cost per foot of the new pipe.

Requirements for jetting select bedding material are as follows:

- (1) Compaction of bedding material shall be accomplished by water jetting where free-draining soils are determined by the Engineer to exist determined by the Engineer. Bedding material to be compacted shall be leveled prior to the start of jetting operations. Water shall not be used to level the bedding material. Mechanical compaction methods are not acceptable for bedding material unless approved by the Engineer.
- (2) Jetting wand should be galvanized or PVC pipe (diameter 1 inch to 1 1/4 inch) (Length of wand 5 feet minimum).
- (3) Water pressure shall be 50 to 80 psi.
- (4) Water source or pump shall be equipped with pressure gauge. Use of a fire hydrant for water source will not be allowed.
- (5) Water shutoff valve shall be located between supply hose and jetting wand.
- (6) Lift thickness of material to be jetted shall not exceed 24 inches. In all cases, the first lift of material to be jetted shall not exceed the springline of pipe or 24 inches, whatever is smaller.
- (7) The jetting wand shall be inserted to the full depth of each lift of material. Insertion and withdrawal of wand to be accomplished by slow continuous motion at intervals not to exceed 18 inches horizontal spacing.

(B) Placement of CLSM as bedding material in the pipe zone:

- The pipe shall be supported above the trench floor on pea gravel bags or sandbag supports as shown on the plans
- Following placement of the pipe, remove any unstable soil at the top of the trench with might fall into the trench during placement of the CLSM.
- Deliver the CLSM to the trench in ready mix trucks and utilize pumps or chutes to place the CLSM in the trench. Direct CLSM to one side of the pipe, taking care not to displace the pipe at any time. Continue placing CLSM on side of the pipe until CLSM has gone under the pipe and up the other side to a depth of 1 foot above the pipe bottom. Use handheld vibrators to continuously liquefy and move CLSM into all voids. Adjust water in mixture to maintain fluid consistency but maintain strength requirements. Continue placing CLSM on both sides of the pipe continuously using the vibrators for every 30 feet of pipe run
- Maintain stability of the pipe and conduit throughout CLSM placement and curing. CLSM will likely require placement in lifts to prevent pipe flotation. No movement of the pipe caused by flotation will be allowed. If any movement occurs, the Contractor shall conform with these Contract Documents at no additional cost to the AGENCY. Remove all sloughed material or other debris from top of previously placed CLSM.
- CLSM shall be allowed to cure a minimum of 4 hours prior to placing each lift or placing trench zone material. The ENGINEER may approve a shorter cure period if it can be demonstrated to the ENGINEER that it will support the individual lift or trench zone material.
- Resume backfilling operations using the techniques described above to complete the pipe zone backfill. ENGINEER must approve the pipe zone backfill prior to initiating the trench zone backfill.

Trench Zone: After the pipe zone backfill has been placed, compacted, tested, and approved by the ENGINEER, backfilling of the trench zone may proceed per section 0209 INSTALLATION OF WATERLINES.

- Proportion the CLSM to be homogenous, flowable, non-segregating, self-consolidating low shrink slurry. Determine the materials and proportions used to meet the requirements of these Specifications.
- The unconfined compressive strength at 7 days shall be a minimum of 80 psi and a maximum of 300 psi. Form test cylinders with proposed materials to confirm design strength and mix design in accordance with ASTM D1633. Final mix approval and use of the material shall not occur prior to confirmation for strength by the cylinder breaks.

- **Mix Design:**

The contractor and the contractor's suppliers shall determine the materials and proportions used to meet the requirements of these Specifications. Modify the CLSM mix as necessary to meet the flowability, pumpability, and set time requirements for each individual pour.

No CLSM shall be placed until the Engineer has approved the mix design. The Engineer's approval of the mix design shall be understood to indicate conditional acceptance. Final acceptance will be based on tests conducted on field samples and conformance with these Specifications.

1003-2.11 Installation

A) General. Pipe shall be installed in conformance with the requirements specified herein. Pipe shall be transported, unloaded, stored at the job site, and handled in a manner such that damage to the pipe is prevented. During transportation and storage the pipe ends shall be securely covered. Any pipe section which, upon inspection, has been damaged shall be replaced by the contractor, at no additional cost to the City. Should the damage be such that the pipe can be repaired, the contractor shall undertake repairs, to the satisfaction of the Engineer, at the contractor's sole cost.

The trench shall be excavated to the minimum width called for in detail SD-115 for the proper bedding and laying of the pipe. The trench shall be excavated to a depth necessary to comply with the requirements shown on the plans and standard specifications. All trench banks shall be as nearly vertical as practical and shall be braced by shoring or sheeting as required to protect the excavation, adjacent utilities, and to safeguard employees from cave-ins or falling rocks. The contractor is responsible for complying with all applicable O.S.H.A. regulations.

Pipe and pipe appurtenances shall be carefully lowered into the trench by means of slings, pipe tongs or other acceptable means. Waterline materials shall not be dropped or dumped into the trench. Care shall be taken to avoid damage to the pipe coating or lining.

Water mains installed within the City Limits shall be installed with a minimum of 44 inches of cover from final grade except as otherwise noted on the approved construction drawings.

Water mains installed within existing County roadways that are not at final grade, shall be installed with a minimum of 60 inches of cover from the future final grade except as otherwise noted on the approved construction drawings.

Tracer wire shall be installed on all new pipe shown on the drawings. All costs associated with the installation of tracer wire shall be included in the unit price bid per linear foot of new transmission main.

(B) Laying Pipe. All pipe, pipe fittings, valves, and other appurtenances shall be carefully examined for damage or other defects immediately prior to installation. Defective

materials shall be legibly marked. The contractor may initiate repairs upon approval of the Engineer. However, should the Engineer determine that repairs will not satisfactorily correct the damage or defect, the material in question shall be replaced, in kind, at the contractor's expense.

During laying operations no debris, tools, clothing, or other items shall be placed in the pipe.

Pipe shall be laid in reasonably close conformity with lines, grades and dimensions shown on the project plans or as directed by the Engineer.

Pipe shall not be laid in water or when trench conditions are unsuitable for the work as determined by the Engineer. When work is not in progress, open ends of pipe, fittings, and valves shall be securely plugged to eliminate water, earth, or other foreign material from entering the opening. Plugs shall be utility test plugs or as approved by the engineer.

Pipe that has had the grade or joint disturbed after laying shall be removed and inspected by the engineer to determine if it may be reused.

(1) Ductile Iron Pipe. Installation of ductile iron pipe shall conform to the applicable requirements of AWWA C 600 and the requirements of this Section. Joint assembly, including maximum joint deflection, shall conform to Section 3.4 of AWWA C600.

All ductile iron pipe, including valves and fittings, shall be encased in polyethylene in accordance with ANSI A21.599 (AWWA C105) Type A. The contractor shall clean the pipe of all clay, mud, or other foreign material prior to installation of the polyethylene encasement. During installation, the contractor shall take care to prevent trapping soil or bedding material between the pipe and polyethylene encasement.

The contractor shall fit the polyethylene encasement to the contour of the pipe to effect a snug, but not tight, encasement with minimum space between the polyethylene and the pipe. Sufficient slack shall be provided in contouring to prevent stretching the polyethylene when bridging irregular surfaces, such as bell-spigot interfaces, bolted joints, or fittings, and to prevent damage to the polyethylene during backfilling operations. Overlaps and ends shall be secured with polyethylene-compatible adhesive tape, or any other material capable of holding the polyethylene in place until backfilling operations are completed.

(2) Polyvinyl Chloride Pipe. Installation of polyvinyl chloride (PVC) pipe shall conform to the requirements of AWWA C900, AWWA C905 and AWWA Manual M23 except as may be modified herein.

PVC pipe bell and spigot joints shall be assembled/installed with no joint deflection. The contractor shall use standard bends/fittings, the

manufacturer's allowable longitudinal pipe bending or a manufacturer's specifically designed gasketed joint to achieve pipe deflection.

- **(3) Polyethylene (PE)** Installation of Polyethylene (PE) pipe shall conform to the applicable requirements of AWWA C 901 and shall be rated for a minimum of 200 psi. Polyethylene pipe shall conform to the requirements of the following Section from the Uniform Plumbing Code (UPC) 605:

605.6 PE Plastic Pipe/Tubing and Joints. PE plastic pipe or tubing and fitting joining methods shall be installed in accordance with the manufacturer's installation instructions and shall comply with Section 605.6.1 or Section 605.6.2.

- 605.6.1 Heat-Fusion Joints. Heat-fusion joints between PE pipe or tubing and fittings shall be assembled in accordance with Section 605.6.1.1 through Section 605.6.1.3 using butt, socket, and electro-fusion heat methods.
 - 605.6.1.1 Butt-Fusion Joints. Butt-fusion joints shall be installed in accordance with ASTM F2620 and shall be made by heating the squared ends of two pipes, pipe and fitting, or two fittings by holding ends against a heated element. The heated element shall be removed where the proper melt is obtained and joined ends shall be placed together with applied force.
 - 605.6.1.2 Electro-Fusion Joints. Electro-fusion joints shall be heated internally by a conductor at the interface of the joint. Align and restrain fitting to pipe to prevent movement and apply electric current to the fitting. Turn off the current when the proper time has elapsed to heat the joint. The joint shall fuse together and remain undisturbed until cool.
 - 605.6.1.3 Socket-Fusion Joints. Socket-fusion joints shall be installed in accordance with ASTM F2620 and shall be made by simultaneously heating the outside surface of a pipe end and the inside of a fitting socket. Where the proper melt is obtained, the pipe and fitting shall be joined by inserting one into the other with applied force. The joint shall fuse together and remain undisturbed until cool.
- 605.6.2 Mechanical Joints. Mechanical joints between PE pipe or tubing and fittings shall include insert and mechanical compression fittings that provide a pressure seal resistance to pullout. Joints for insert fittings shall be made by cutting the pipe square, using a cutter designed for plastic piping, and removal of sharp edges. Two stainless steel clamps shall be placed over the end of the pipe. Fittings shall be checked for proper size based on the diameter of the pipe. The end of pipe shall be placed over the barbed insert fitting, making contact with the fitting shoulder. Clamps shall be positioned

equal to 180 degrees (3.14 rad) apart and shall be tightened to provide a leak tight joint. Compression type couplings and fittings shall be permitted for use in joining PE piping and tubing. Stiffeners that extend beyond the clamp or nut shall be prohibited. Bends shall be not less than 30 pipe diameters, or the coil radius where bending with the coil. Bends shall not be permitted closer than 10 pipe diameters of a fitting or valve. Mechanical joints shall be designed for their intended use.

1003-2.12. Cutting of Pipe. PVC pipe shall be cut in a neat and workmanlike manner without damage to the pipe. Pipe ends shall be cut square, deburred and beveled in accordance with the manufacturer's recommendations.

Cutting of ductile iron pipe shall conform to the requirements of Section 3.4 of AWWA C600. Cutting of concrete cylinder pipe shall only be with the approval of the Engineer.

HDPE pipe shall be cut in a neat and workmanlike manner without damage to the pipe. Pipe ends shall be cut square and deburred in accordance with the manufacturer's recommendations.

1003-2.13. Connections. All material and equipment required to make a connection or tie-in shall be on the job site prior to commencement of this work. When required equipment will include a pump with hoses.

The contractor shall thoroughly flush existing dead-end mains prior to making the tie-in.

All existing waterlines which are to be abandoned in place shall be cut and plugged. Cost for cut and plugging shall be included in the cost per foot of the new pipe.

1003-2.14. Thrust Restraint. Thrust restraint shall conform to the requirements of Section 1406 of the Tucson Water Specifications

1003-2.15. Backfilling. Backfilling for purposes of this specification shall consist of filling the trench void from one foot above the top of pipe to the elevation of the lower limit of the pavement patch or other surface treatment if not under pavement. The contractor shall exercise due caution to prevent damage or collapse of pipe or appurtenances in the pipe zone.

Materials

- (1) Native Material.** Native material is that material excavated from the trench. Native material used for trench backfill shall be free from deleterious and organic substances, chunks of clay, concrete, asphaltic concrete, asphaltic concrete millings, and debris of any nature. Native material shall be screened of stone larger than 3 inches in greatest dimension prior to use as backfill

material. No native material will be allowed for use as bedding. Asphalt in any form shall not be used in any water line trench.

(2) Imported Material. Imported material used for trench backfill shall conform to the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
6 inch	100
¾ inch	60-100
No. 8	35-80
No. 200	0-12

The plasticity index shall not exceed 12 when tested in accordance with the requirements of AASHTO T90.

Imported material used for trench backfill shall be free from deleterious and organic substances, chunks of clay, concrete, asphaltic concrete, asphaltic concrete millings, ground glass and debris of any nature. Native material shall be screened of stone larger than 6 inches in greatest dimension prior to use as backfill material. No native material will be allowed for use as bedding. Asphalt in any form shall not be used in any water line trench.

As an alternate to the material requirements of imported material, the Engineer may allow a slurry mixture meeting the requirements of Pima County/City of Tucson Standard Specifications for Public Improvements.

Trench backfill within the roadway of any jurisdiction shall conform to the requirements for imported material as noted herein, or as required by the jurisdictional authority, whichever is more restrictive.

Unless otherwise specified in the special specifications, the top six inches of the finished surface shall be compacted to a density of not less than 95 percent of the maximum of dry density as determined in accordance with the requirements of Arizona Test Methods 225, 226, 227, 230 or 231, and 232, except that when asphaltic concrete or Portland cement concrete is to be placed directly on the finished surface, the required density shall be 100 percent of the maximum density.

Backfill shall be placed in uniform loose layers not exceeding eight inches in depth before compaction unless otherwise approved by the Engineer.

Backfill material shall be compacted to the following percentages of the maximum dry density determined in accordance with the Arizona Test Methods 225, 226, 232.

95% Within roadways or streets that are paved or to be paved during the next twelve months:

90% Within street rights-of-way and the roadway prism of unpaved streets Not scheduled to be paved during the next twelve months:

85% Alleys, easements, parkways, and areas outside the roadway:

Jetting and water settling of trench backfill material will not be permitted within the roadway prism. Jetting and water settling of bedding and shading material is acceptable. Jetting shall be in accordance with the provisions of Subsection 0209.0310(A).

When water settling is allowed outside the roadway prism, the bedding material shall be water settled or jetted before the backfill material is placed.

With approval of the Engineer, trenches may be backfilled with a slurry mixture conforming to Pima County / City of Tucson Standard Specifications for Public Improvement. Excavated material not required for backfill or otherwise deemed unsuitable shall be removed from the site by the contractor at his sole expense.

(B) Surface Restoration and Clean Up. Any damage done to public or private property as a result of the contractor's operations shall be restored to the condition as good as or better than that existing prior to construction by the contractor at his expense.

(C) Utility Locations and Separations. - Utility locations are shown on the plans for design purposes only. In general, the locations of major utilities, above ground and underground are indicated on the drawings. This information has been obtained from utility maps, field survey work, and from descriptions provided by the various agencies involved and represents the best information available. The City does not guarantee the accuracy or completeness of this information and it is to be understood that other facilities not shown on the drawings may be encountered during the course of the work.

Under State Law (ARS 40-360-21), the Contractor is required to contact all utilities in order to determine the location of existing utilities within the limits of his work. The Contractor is responsible to make any necessary repair to utilities damaged by his operation, at his own expense.

Water main construction shall conform to the following separation requirements with regard to other existing utility lines:

(1) Electric. Water mains shall not be installed within a 5 foot horizontal distance of parallel electric cables or conduits. The minimum vertical separation between electric cables or conduits and the water main, at any location, shall be 12 inches. Water services and fire hydrants shall not be installed at the same property corners as electrical pedestals or transformers and shall be separated by a minimum horizontal distance of 10 feet.

When electric, telephone, cable, fiber optics, or gas facilities parallel water facilities, they shall not be installed with less than 5 feet horizontal clearance from the water main unless the system has been approved for "Joint-Use-Trench". If a system has been approved for joint trench the "joint-use" trench detail must be shown on the plans.

(2) **Storm Drain Culvert.** The minimum vertical separation between the water main and storm drain culvert shall be 36 inches, when the water main cannot be installed above the storm drain culvert. When installing watermains over a storm drain culvert and minimum cover cannot be achieved, the contractor, with the approval of the engineer, may install the water main with less than the minimum cover under the following conditions. The water main material shall be ductile iron, in accordance with Tucson Water Specifications. Separation between the water main and the top of the storm drain culvert shall be no less than 12" and under no circumstances shall the waterline have less than 24" of cover.

(3) **Sanitary Sewer.** Water mains installed in the vicinity of sanitary sewer mains shall comply with SD 106. Removal and replacing existing sewer pipeline with ductile iron pipe shall be to the limits as indicated within SD 106 and in accordance with the Pima County Regional Wastewater Reclamation Department (PCRWRD) Manual of Engineering Standards and Procedures, or unless otherwise shown on the Drawings. Special requirements for DIP materials, installation, and construction are as follows:

1. All ductile pipe and fittings shall have an SP2000W interior lining of 40 mils (35 mils min.) in the barrel area and 10 mils minimum on the exterior of the spigot end.
2. Each piece of pipe and fittings shall be factory holiday tested and certified holiday free, utilizing a testing voltage of 7,500 volts with a dry conductive probe in the barrel and testing voltage of 67.5 volts with wet sponge in both the bell area and the exterior of the spigot end.
3. The SP2000W lining shall extend from the bottom of the gasket socket in the bell to a point on the exterior of the spigot end of the pipe where the next pipe gasket would overlap the lining.
4. All SP2000W ductile iron pipe shall meet the most current specifications set by PCRWRD for this material

1003-2.16 Testing and Chlorination. After the installation of all pipe, all specified fittings, valves, hydrants, service lines, and thrust restraints, the following procedure shall be followed to provide a basis of acceptance of all new work:

- (A) Preliminary Flushing
- (B) Hydrostatic Pressure Testing per Standard Specification
- (C) Disinfection
- (D) Final Flushing Through A Dechlorinator
- (E) Microbiological Testing

(A) **Preliminary Flushing.** Mains, hydrants and appurtenances shall be flushed at a mean main velocity of at least 2.5 f.p.s. for a period of 60 seconds per 100 foot length of the section of the work being flushed. In areas where the existing system will not produce the required mean velocity, the maximum mean velocity shall be achieved for a commensurately longer duration as directed by the Engineer. All flushing water, both preliminary and final, shall be disposed of by directing into adjacent trench backfill, recovered for compactive or dust palliative purposes, or directed to adequate surface drainage courses. In no instances shall flushing waters be allowed to pond or pool so as to cause hazards or nuisances to adjacent properties or to the public.

(B) **Hydrostatic Pressure Testing.** Testing shall be performed in accordance with the provisions of Standard Specification No. 1431.

(C) **Disinfection.** Disinfection shall be performed in accordance with the provisions of the latest revisions of the Arizona Department of Environmental Quality Bulletin No. 8, except as modified herein.

(1) Concentrated chlorine solution shall not enter any part of the existing system. All new work, including mains, hydrants and appurtenances shall be disinfected.

(2) The method of chlorination shall be the general continuous feed method. The tablet method of chlorination shall not be accepted. The chlorine concentration shall be maintained at a minimum of 50 mg/1 (50 ppm) of available chlorine in all portions of the new work being disinfected during the application period.

(3) The retention period shall be 24 hours. At the end of this 24 hour period, the disinfection solution shall contain not less than 10 mg/1 (10 ppm) of available chlorine in all portions of the new work being disinfected.

(4) Reclaimed waterlines do not require disinfection.

(D) **Final Flushing.** At the end of the retention period, as approved by the Engineer, the heavily chlorinated disinfection solution shall be flushed from all parts of the new work through a dechlorinator

(1) Final flushing shall be performed in accordance with the Procedures described in paragraph

(a) Preliminary Flushing, above, except that all main line valves shall be operated throughout their range and be shown to be tight closing during the final flushing.

(2) Final flushing shall continue until chlorine concentration of the flushing water being discharged from all points in the new work is equivalent to the chlorine level of the flushing water supply or is less than 1 mg/1 (1ppm).

(3) Service lines shall be thoroughly flushed prior to meter installation.

(E) **Microbiological Testing.** After final flushing and before the new work is accepted, microbiological tests shall be performed and shall show the absence of coliform organisms (no coliform organisms shall be detected in any samples). Once the microbiological test has passed, tie-ins to the existing system must be made within 14 days. Failure to complete tie-ins in the specified time will require a microbiological re-test. Should the re-test fail, the portion or portions of the new system must be rechlorinated and a new microbiological test taken.

Microbiological testing of pipelines and production facilities shall be required. Production facility testing shall include a volatile organic compound (VOC) test.

Initial failure will require rechlorination and reflushing by the contractor at his sole expense.

1003-2.17 Reclaimed System Identification. Reclaimed water systems shall use purple pipe, purple marking and detecting tape and purple tracer wire to identify all subsurface piping and fixtures and shall conform to the requirements of Section 0210.

All above-ground parts of the reclaimed water system, including valves, valve boxes and covers, controllers, piping, and hose bibs or other outlets, shall be identified using purple paint as specified by the standard details, plans, or as directed by the Engineer.

1003-2.18 MEASUREMENT AND PAYMENT

Measurement shall be the actual linear feet of new pipeline installed, measured through the centerline of valves and fittings, except that on fire hydrant runs ductile iron or PVC pipe will be measured from the centerline of the main valve to the centerline of the hydrant. Also, service lines will be measured from the center of the corporation stop to the center of the curb stop, or, in the case of a split service, to the center of the yoke.

Payment will be made at the unit price bid for each size and type of pipe as stated in the Contract, and will be compensation in full for furnishing and installing the necessary materials and work as follows:

- Removal of obstructions, site clearing,
- All excavation, trench shoring and bracing,
- Pipe as called for on the Plans,
- Fittings, plugs and dead-end materials,
- Ductile iron pipe joint bonding and polyethylene encasement as required in the project design plans and specifications,
- Thrust resistant, as required by design plans or specifications
- Flexible connections, couplings, tie-ins and connections to existing lines or work

including the lowering or raising of existing lines to the grade of the new line, if necessary for proper connection,

- Backfilling using material excavated from the trench, if suitable, or importing material, if necessary, that is acceptable, compaction in all areas per standards and specifications,
- Hydrostatic testing and disinfecting, flushing using dechlorinator,
- Temporary cold mix patch, if required, or at the request of the Inspector and/or Engineer,
- Shoulder cut replacement to finished grade,
- Pipe hangers, and painting of pipe if required,
- Abandoning and plugging of existing mains as required or shown on the plans, and
- All permits required for construction/installation and the costs associated with those permits are included in the unit bid costs for pipe installation,
- Any associated costs with providing parking for the Contractor's staff at the project site,
- All costs associated with required pre-construction video recording of the project site, including the costs of providing copies of DVDs as required by the Engineer,
- All soils and materials testing as requested by the specification, Inspector, and/or Engineer,
- Potholing to determine tie-in depth, materials, etc. as required by the plans and specifications shall be included in the unit bid cost of pipe installation. Additional potholing at the request of the Inspector and/or Engineer shall be paid for at separate unit bid costs,
- All costs associated with removing, transporting, and delivery of material salvaged for reuse
- Bracing and support of existing utilities,
- Revegetation and landscape restoration as called for on the plans including private driveways and rip-rap,
- Installation of tracer wire.

In the case of water service stub-outs to be installed at center of lot, or as indicated, payment for PE pipe is to include service clamp, corporation stop, PE pipe, curb stop, and meter box.

Partial payment for this item will be made on the basis of the length of pipe that has been installed, backfilled, and tested.

SPECIAL PROVISIONS

SECTION 1004

Valves and Valve Covers BID ITEMS No. 7 and 8

1004-1.00 **GENERAL**

1004-1.01 **Description of Work.** The work under this section shall consist of furnishing all labor, materials and equipment required for the installation of combination air release valves valve boxes and covers, meter box outlet gate valves, and water main resilient-seated gate valves, all in accordance with the details shown on the plans and requirements of these specifications. (SD 300, SD 330, SD 331)

1004-1.02 **Submittals.** In order to be accepted for incorporation into the work, the manufacturer's make and model of air release valve shall appear on the list of Agency approved products found in Appendix A of Tucson Water Standard Specifications.

1004-1.03 **Delivery, Storage, and Handling.** Combination air release valves shall be delivered to the site, stored in a dry place and repainted after installation in accordance with 1413.0302 (B).

Valve boxes and covers shall be delivered to the site, stored, and handled in accordance with the manufacturer's instructions except as modified by the plans, special specifications, or as directed by the Engineer.

Resilient-seated gate valves shall be delivered to the site, stored and handled in accordance with the manufacturer's instructions except as modified by the plans, special specifications, or as directed by the Engineer.

1004-2.00 **PRODUCTS**

Any reference made herein to air release valves shall be synonymous with combination (air release, air/vacuum,) unless otherwise specifically stated.

1004-2.01 **Materials.**

Air Release Valves

(A)Standards. Air release valves and the materials used in their manufacturer shall comply with the most recent revision of the Tucson Water standards contained in Appendix B (by reference) and Appendix A (attached):

(B)Pressure Class. Working pressure for air release valves shall be 150 psi unless otherwise noted on the plans or in the special specifications.

(C)Component Parts. Air release valves covered by this specification are sized 1/2 inch through 6 inches unless otherwise provided herein. Component parts of the air release valves shall be in accordance with AWWA C512. All components of air release valves shall be tested and certified by an approved testing laboratory located in the United States. All component and

repair parts shall be readily available.

(1) General. Air release valves through 3 inches in diameter shall be provided with a threaded connection. Valves 4 inches in diameter and larger shall be provided with an ANSI B16.1 Class 125 flanged inlet connection unless otherwise noted in the plans or special specifications.

Air release valves shall consist of a single or dual housing. The body and cover shall be of gray cast iron in accordance with ASTM A126, Class B or ductile iron in accordance with ASTM A536, Grade 65-45-12.

The valve trim, float, and all working parts shall be constructed of stainless steel, brass, or other corrosion resistant material. Valve boxes and covers shall be heavy cast iron in conformance with ASTM A48, Class 30B. Covers shall be marked "Water Valve" or "Reclaimed Water Valve" as applicable. Valve boxes shall be equipped with lugs or lips for setting in concrete. Valve boxes and covers shall conform to the requirements of Standard Detail No. 300.

Valve Box and Covers

(A) Valve boxes shall be one piece with inside fitting cover. Valve boxes and covers shall be heavy cast iron in conformance with ASTM A48, Class 30B. Covers shall be marked "Water Valve" or "Reclaimed Water Valve" as applicable. Valve boxes shall be equipped with lugs or lips for setting in concrete. Valve boxes and covers shall conform to the requirements of Standard Detail No. 300 (TW).

Resilient-Seated Gate Valves

(A) Standard. Resilient-seated gate valves and the materials used in their manufacture shall comply with the Tucson Water standards, and appear on the approved materials list in Appendix A.

(B) Pressure Class. Design pressure for resilient-seated gate valves shall be 200 psi for diameters up to 12 inches and 150 psi for valves 16 inches and larger. Valves for operating pressures other than the above shall be as specified on the plans or in the special specifications.

(C) Component Parts. Unless otherwise provided herein, component parts for resilient-seated gate valves shall be in accordance with AWWA C509 and C515. All components of resilient-seated valves shall be tested and certified by an approved testing laboratory located in the United States. All parts shall be readily available.

(1) The valve manufacturer's name and valve model number, size, and year of manufacture shall be cast on the body.

(2) The resilient seat shall be fastened to the gate by use of either mechanical, stainless steel fasteners, or vulcanizing methods in accordance with the requirements of ASTM D429 and the manufacturer's recommended procedures.

(3) Resilient-seated gate valves shall be provided with a two inch square operating nut. When specified on the plans, a hand wheel shall be used. The direction to open the valve shall be to the left (e.g. counter clockwise). A direction indication for opening the valve shall be cast on the operating nut. Position indicators shall not be required unless specified on the plans or in the special specifications. Valves must have a minimum of 2 turns per inch of diameter.

(4) All interior ferrous surfaces exposed to fluid flow, including the gate, shall be factory coated with a thermo-setting or fusion epoxy coating. The coating shall be

safe for potable water systems in accordance with AWWA C550. The minimum coating thickness shall be 10 mils.

(5) The wedge shall be manufactured of ductile iron and fully encapsulated in a molded EPDM resilient material resistant to heat, corrosion, hydrolysis, tuberculation, abrasion and bacteria and comply with ASTM D2000.

(6) All exterior ferrous surfaces, including nuts and bolts, shall be field coated with a fast curing sealant from the approved materials list in Appendix A for this use. The application of the sealant shall be accordance with the manufacturer's recommendations. Nuts and bolts may be manufactured of ASTM type 304 or 316 stainless steel in lieu of being coated.

(7) All internal parts shall be accessible for repair or replacement without removing the valve body from the pressure line. The stem shall be sealed by use of a minimum of two O-rings. The O-ring(s) shall be located above the stem collar. O-rings shall be replaceable under pressure with the valve in the open position.

(8) The diameter of the internal passageway shall have a nominal inside dimension equal to the valve size or larger. The valve shall provide an unobstructed waterway in the full open position making the valve applicable for tapping applications.

(9) Valve stem shall be a high strength, low zinc bronze, 40,000 psi yield strength, 70,000 psi tensile strength, with not less than ten percent elongation. Stem bronze shall conform to the requirements of Section 2 of AWWA C509.

(10) Valve ends shall be mechanical joint, conforming to AWWA C110, unless otherwise specified in the Contract Documents. Connection bolts and nuts shall be manufactured of cor-ten steel or approved equal in accordance with ASTM A242.

(11) Where specified in the Contract Document, valve ends shall be flanged in accordance with AWWA C110 for 125/150 lb flanges and ASME/ANSI B16.1 FOR 250/300 lb flanges. Connection bolts and washers shall be manufactured of 316 stainless steel and nuts shall be manufactured of 316 stainless steel with a Xylan coating or approved equal. No anti-seize compound shall be applied on flanged bolts.

Gate Valves at outlet of Meter Box (at ROW)

(A) These are located at the edge of Town ROW for each service connection as shown on the Drawings. These are located a max. of 18 inches from the meter box toward the private parcel. CONTRACTOR to provide: 3/4-Inch Threaded PVC Schedule 80 Gate Valve, Gray

1004-3.00 EXECUTION

1004-3.01 General. Valves shall be installed as indicated on the plans or as specified in the special specifications. Valves shall be installed in accordance with Section 209 and the valve manufacturer's recommendations. All fittings, valves, flexible couplings and repair clamps shall be encased with a 10 mil polyethylene in accordance with AWWA C105 Method C.

1004-3.02 Installation.

(A) General. Valves shall be installed in accordance with Tucson Water Standard Specifications (TW) Section 209 and the valve manufacturer's recommendations. All fittings,

valves, flexible couplings and repair clamps shall be encased with a 10 mil polyethylene in accordance with AWWA C105 Method C. Air release valves shall be installed in accordance with Standard Detail 330 (TW). The air release line requires a tracer wire in accordance with SD 116 (TW).

Valves shall not be installed until after the pipeline has been tested, or ball valves shall be closed to isolate the air release valves during test.

(B) Exterior Metal Surfaces. After the air release valve assembly has been installed, the contractor shall apply an Outside Paint System (OPS) No. 2 to the entire assembly in accordance with AWWA D102. The coating shall be holiday free and have a minimum total dry film thickness of 6 mils.

(C) Workmanship. All personnel of the contractor or subcontractor shall be skilled and knowledgeable with regard to the installation procedures for the valves and appurtenances being installed.

(D) Gate Valves. Prior to installation in the trench, valves 16" or larger shall be fully opened and closed by the contractor to check the operation to ensure that the valve fully seats. A record shall be made of the number of turns required to fully open or close the valve. This record shall be included on the as-built plans. The inside of the valve shall be thoroughly cleaned prior to valve installation.

1004-4.00 MEASUREMENT AND PAYMENT

Measurement for these items shall be for each valve installed, for each tapping sleeve and valves installed. Payment will be at the unit price bid for each size and type and will be compensation in full for furnishing and installing all valves, all tapping sleeves and valves as specified, including excavation, valve, 6" riser pipe, valve box, valve box cover, valve extensions, making the tap, concrete support block, testing, disinfecting, backfilling, and concrete collar.

END OF SECTION 1004

SPECIAL PROVISIONS

SECTION 1005

Fire Hydrants BID ITEM No. 10

1005-1.00 GENERAL

1005-1.01 Description of Work. The work under this section shall consist of furnishing all labor, materials, and equipment required for the installation of fire hydrants, all in accordance with the details shown on the plans and the requirements of these specifications. (SD 500)

1005-1.02 Submittals. In order to be accepted for incorporation into the work, the manufacturer's make and model of fire hydrant shall appear on the list of approved products found in Appendix A to these standard specifications.

1005-1.03 Delivery, Storage and Handling. Fire hydrants shall be delivered to the site, stored, and handled in accordance with the manufacturer's instructions.

1005-2.00 PRODUCTS

1005-2.01 Materials

(A) Standards. Fire hydrants and the materials used in their manufacture shall comply with the standards in Appendix A.

(B) Working Pressure. Fire hydrants shall be designed for a working pressure of 150 psi.

(C) Component Parts. Unless otherwise provided herein, component parts for dry-barrel fire hydrants shall be in accordance with AWWA C502. All components of dry-barrel fire hydrants shall be tested and certified by an approved testing laboratory located in the United States. All component parts shall be readily available.

The fire hydrant's body, between the elbow and the top cap shall be fabricated in two parts connected by a swivel flange or breakable flange which shall permit positioning of the nozzles in any desired direction.

The fire hydrant shall be installed such that when the fire hydrant barrel is broken through any cause, including vehicular damage, it shall be able to be replaced without having to disturb or replace the portion of the hydrant below the ground line. Provision shall be made in the manufacture of the stem to allow the stem to be disconnected from the parts above the break point. If breakable or sleeve type couplings are used, they shall have sufficient torsional strength such that failure of the stem shall occur at a point other than at the coupling. The coupling shall be manufactured such that no parts shall be dislodged and fall into the barrel of the fire hydrant, and that the break shall not occur through the pins or bolts holding the coupling to the stem. All parts shall be removable from ground level without excavation of the fire hydrant.

The fire hydrant shut-off shall be of the compression type which provides for closure of the main valve with water pressure. The valve action shall provide positive shut-off at minimum closing torque. Wedge action closing gates and scissor type main valves shall not be permitted.

The inlet connection shall be a mechanically restrained joint unless otherwise specified. The main valve opening shall be minimum 4-1/2 inches.

The fire hydrant shall be designed with O-ring seals to protect the operating stem and threads

from water. The seals shall be of the double O-ring type. The O-rings shall move against a bronze, stainless steel, or other non-corrodible metal surface. O-rings shall comply with ASTM D2000.

Upperstem thread lubrication shall be accomplished with either oil or grease. When oil is used, it shall be in conjunction with a functional oil reservoir and oil filler port. The lubricant shall be suitable for a temperature range of -40°F to +150°F. Field lubrication shall be accomplished without disassembly of the unit.

Fire hydrants shall be provided with two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper nozzle. Hose and pumper nozzle threads shall be in conformance with NFPA 194 for National (American) Standard Fire Hose Coupling Screw Threads.

Operating and nozzle cap nuts shall be tapered pentagon nuts not less than 1 inch high. The nut shall measure 1½ inch from point to flat at its base and 1-7/16 inch at the top. Gaskets shall be installed on all nozzle caps. Gaskets shall be in long-life, black rubber accordance with ASTM D2000. Unless specified on the plans or by the special specifications, nozzle cap chains shall not be installed. When specified, nozzle cap chains shall comply with the requirements of AWWA C502.

Fire hydrants shall open to the left (counter clockwise). The word "OPEN" and a directional arrow shall be cast in the top of the fire hydrant.

Fire hydrants shall be manufactured with two drainholes and provided with an automatic and positively operating, non-corrodible drain. The drain valve shall open as the main valve is closed and vice versa. The port and seat of the drain valve shall be bronze.

Fire hydrants shall be designed to accept 6, 12, or 18 inch extensions.

The shoe or base of the fire hydrant shall connect to a pipe of 6 inch nominal inside diameter unless otherwise noted on the plans. The internal surface of the shoe shall be coated with a two part thermosetting epoxy protective coating having a minimum thickness of 4 mils.

After shop priming, the outside of the fire hydrant above finished ground shall be thoroughly cleaned and thereafter shop painted with one coat of primer. The exterior of the fire hydrant above finished ground shall receive one finish coat of industrial enamel. The finish coat shall be aluminum/silver matching the existing Agency hydrant color.

Fire hydrant shall be manufactured with a main valve seat ring of bronze threaded into a bronze drain ring. A 360 degree drain channel shall have a minimum of two drain outlets.

1005-3.00 INSTALLATION

(A) General. Fire hydrants shall be installed in accordance with SD500.

(B) Workmanship. All personnel of the contractor or subcontractor shall be skilled and knowledgeable with regard to the installation procedures for the fire hydrant and appurtenance's being installed.

(C) Supplemental Details. The minimum distance from the centerline of the lowest nozzle and finished grade shall be in accordance with Standard Detail SD500.

After installation, the contractor shall paint the hydrant with one coat of industrial enamel, aluminum/silver color matching the existing hydrant color.

(D) Thrust Restraint. Thrust restraint will be in accordance with Section 1406 and must be pre-approved by Patagonia Town. Concrete thrust blocking, if required, shall be similar to the thrust blocking required for 6", 90° bends called for in SD-610, page 2 of 4. Concrete thrust blocking shall only be used for extending existing pipe, which is not

mechanically restrained, between the shoe and the main tee. The minimum soil bearing area shall be 7.5 sq. ft. The Contractor shall insure that the weep hole in the shoe of the fire hydrant is not obstructed by the concrete thrust blocking. Any concrete thrust blocking shall be placed after the fire hydrant is set in place and connected to the main line.

1005-4.00 MEASUREMENT AND PAYMENT

Measurement shall be for each fire hydrant installed. Payment will be made at the unit price bid and will be compensation in full for furnishing and installing the hydrants, complete as shown on the Plans and as specified, with the bury as needed, including excavation, crushed rock, thrust restraints, backfill, testing and disinfecting, and any other materials or work required to install the hydrant off of either an existing or new main, so that the center of the “steamer” or “pumper” nozzle will be at a height of not less than 16”, and the breaking flange at a height of not more than 6”, from the finished ground line.

Barrel extensions will only be allowed when approved by the Engineer.

Should fire hydrant barrel extensions be required, due to existing conditions not shown on the plans, they will be paid for at the following rate:

<i>Barrel Extension</i>	
6".....	\$320
12".....	\$350
18".....	\$380
24".....	\$410

END OF SECTION 1005

SPECIAL PROVISIONS

SECTION 1006

Water Meter Boxes Installation BID ITEM No. 11

1006-1.00 GENERAL

1006-1.01 Description of Work. The work under this section shall consist of furnishing all labor, materials, and equipment required for the installation of water meter boxes all in accordance with the details shown on the plans and the requirements of these specifications.

The Contractor will coordinate this task with the installation of the Black Polyethylene (PE) service line from the water main to the water meter as shown on the Drawings. See note on Sheet 8 of Drawings for responsibilities:

CONTRACTOR

1. EXISTING METER BOX AND METER TO REMAIN IN PLACE
2. WATER METER BOX SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR.
3. CURB STOP VALVE SHALL BE PROVIDED BY THE TOWN AND INSTALLED BY THE CONTRACTOR.
4. POLYETHYLENE SERVICE LINES TO BE INSTALLED BY THE CONTRACTOR WITH 1' OF EXCESS LINE AT THE METER BOX.

TOWN

1. WATER METER SHALL BE PROVIDED AND INSTALLED BY THE TOWN.

OTHERS

1. HOMEOWNER SHUT-OFF VALVE SHALL BE PROVIDED AND INSTALLED BY OTHERS.
2. APPROVED CUSTOMER PRESSURE REGULATOR SHALL BE INSTALLED BY OTHERS PRIOR TO ENTERING RESIDENCE.

CONTRACTOR to provide:

- Meter box to conform to Tucson Water Standard 309, Single ¾" Meter Box.

The Owner will provide and install AMR Water meters (5/8 x 3/4 inch cold water meters). These conform to AWWA C-700.

1006-1.02 Submittals. In order to be accepted for incorporation into the work, the manufacturer's make and model of meter box shall appear on the list of approved products found in Appendix A to these standard specifications, or justified to the Engineer.

1006-2.0 MEASUREMENT AND PAYMENT

Measurement and payment shall be based on each completed water meter box, and connection completed and installed, and the unit price from the Bid Schedule.

END SECTION 1006

SPECIAL PROVISIONS

SECTION 1007

Pavement Replacement BID ITEM No. 12

1007-1.00 GENERAL

1007-1.01 Description of Work. The work under this section shall consist of furnishing and installing pavement replacement. Installation of pavement replacement shall be in accordance with the plans and the requirements of these specifications.

1007-2.00 PRODUCTS

1007-2.01 Materials.

Asphaltic Pavement and Sealcoat Material Standards. All pavement replacement construction shall conform to the Pima County/City of Tucson Specifications for Public Improvements. The following materials and specifications shall apply.

Category	Standard Section	
*Asphaltic Concrete	406	Mix No. 1
*Aggregate Base Course	303	100% Density
*Grading	205	95% Subgrade Compaction
*Tack Coat	404	---
*Chip Seal Coat	404	Single Application (full widths)
*Slurry Seal Treatment	412	Alternatively may use Mix No. 3
	406	
*Cement Treated Base	304	Class "P" Concrete

1007-3.00 EXECUTION

1007-3.01 General Pavement, ditches, driveways and roadways disturbed or damaged by the CONTRACTOR's operations, not directly associated with pipeline installation, shall be restored or replaced by the CONTRACTOR to as good condition as they were previous to the commencement of the Work at no additional cost to the OWNER. All pavement that is cut or removed shall be replaced according to the following specifications:

1007-3.02 Removal of Asphaltic or Concrete Pavement. Pavement removal for the pipeline will include all asphaltic or concrete pavement, plus subbase material within the limits specified. Existing pavement shall be power saw cut to provide a clean edge for new pavement. Wheel cutting is not permitted. Pavement removed prior to trenching shall be a width of at least twelve inches past each side of the proposed trench.

Transverse crossing of paved streets requires replacement of twice the trench width for the pipeline and pipeline appurtenances. Damaged pavement outside the pavement cut width limits shall be saw cut in perpendicular cuts and shall also be removed and replaced by

CONTRACTOR at his expense. Pavement removal for transverse crossing will include all asphaltic or concrete pavement, plus subbase material. Where temporary patching is required, pavement removal to the full-specified width shall be deferred until the temporary patch is removed.

1007-3.03 Temporary Paving Patch. CONTRACTOR shall place a 2-inch thickness of temporary cold mix patch pavement immediately after backfilling trenches in paved roadways. The CONTRACTOR shall maintain in good and safe condition during progress of the entire Work, the surface of the paved area over the trench, and shall promptly fill all depressions over and adjacent to the trench caused by settlement of backfill. Final surface shall be of uniform texture, conforming to the existing pavement grades.

1007-3.04 Temporary Paving Patch Removal. 1.) The temporary paving patch shall be removed from the trench and the trench be excavated to provide for the permanent pavement replacement. 2.) Any over-excavation shall be brought to grade with aggregate base course. If it has not already been accomplished in the backfill, the subgrade is then to be wetted to optimum moisture content and compacted to 95% of standard density as determined by test designation ASTM D-698, Method A. 3.) The existing paving edge shall receive a tack coat of liquid asphalt before the new pavement is laid in contact with it.

1007-3.05 Replacement of Asphaltic Pavement.

- (A) All asphaltic pavement replaced in the public right-of-way shall conform with the current Pima County/City of Tucson Standards Specifications for Public Improvements.
- (B) Pavement replacement in areas where existing pavement was placed five or fewer years before the pavement cut shall conform to the Type “B” pavement patch in the Tucson Water Standard Details. (SD 650).
- (C) Pavement replacements in areas where existing pavement was placed more than five years before the pavement cut shall conform to the Type “A” pavement patch in the Tucson Water Standard Details. (SD 650).
- (D) For longitudinal trenches with top widths that exceed four feet, the roadway shall be repaved with a combination of materials having the same structural strength and surface course as the existing pavement (with a minimum of 2” AC over 6” ABC) according to the following schedule:

Trench Width at Top	Repaving Width (ft)
18” for 6” Dia mains	3.5
24” for 8” Dia. mains	4.0

Patches for transverse trench shall be twice the trench width.

1007-3.06 Removal of Loose Cover Aggregate. CONTRACTOR shall remove all the loose cover aggregate from the finished pavement patch before traffic has dispersed the loose chips throughout. This work is to be done before final acceptance of the job.

1007-3.07 Pavement Striping. Pavement striping shall be as required by Santa Cruz County. At a minimum, CONTRACTOR shall provide “in kind” striping after removal of loose material.

1007-4.00 MEASUREMENT AND PAYMENT

Measurement and payment for work associated with pavement replacement as covered in this Section shall be made at the unit price bid and the area completed per table in Section 1007-3.05 and lengths shown on plans. Any excess pavement replacement is the contractor’s responsibility.

END OF SECTION 1007

APPENDIX

A

APPROVED MATERIALS

Appendix A

Approved Materials

The approved materials list contains names of manufacturers whose products and materials are approved for use in the Tucson Water system. There are two sections of Approved Materials contained in this appendix. One section is for Pipelines and one section is for Product Facilities. A product is considered approved if it appears on either list.

Pipe and appurtenances listed are in general from 4" to 12". Service materials are from 3/4" to 2".

All materials provided for use in the Tucson Water system must be new.

Pipelines and appurtenances larger than 12" are project specific and require submittals to Tucson Water for approval for use in the system.

Submittals are not required for products contained in the Approved Materials List. Unless required by contract specifications or the controlling agency.

A product approval application is included at the end of the approved materials list.

Appendix A Approved Materials

DISTRIBUTION SYSTEMS

PIPE

CCP	AMERON
DUCTILE	GRIFFIN US PIPE PACIFIC STATES AMERICAN
DUCTILE IRON PIPE	INTEGRAL RESTRAINT SYSTEMS GRIFFIN (TYTON JOINT, FASTITE SNAPLOK AND BOLTLOK) TALON RESTRAINED JOINT GASKET US PIPE (FIELD LOK, TR FLEX) PACIFIC STATES (RESTRAINED TYTON, THRUST FASTGRIP LOCK) AMERICAN (FASTITE FLEX RING, LOK RING)
PVC	VINYL TEC J.M. EAGLE CERTAIN TEED PW (PACIFIC WESTERN) DIAMOND NORTH AMERICAN
PVC SCH 40 & 80	SPEARS (FITTINGS) CRESTLINE APACHE
HDPE (Potable)	PERFORMANCE PIPE (FORMERLY PLEXCO) NUMEX VANGUARD CSR POLYPIPE JM EAGLE
NOTE:	IPS 2" & LARGER MAINLINE
HDPE (Reclaimed)	PERFORMANCE PIPE (FORMERLY PLEXCO) CSR POLYPIPE
COPPER PIPE	TYPE "K" MADE IN USA 4" to 16"

Appendix A Approved Materials

GATE VALVES

WATEROUS-AFC (US PIPE AND METROSEAL)
CLOW
MUELLER
M & H
US PIPE
AVK
PRATT
AMERICAN DARLING/AFC
KENNEDY
EAST JORDAN IRON WORKS

TAPPING SLEEVES DUCTILE IRON

WATEROUS-AFC
CLOW
KENNEDY
MUELLER
M & H
FORD
US PIPE T-28

TAPPING SLEEVES EPOXY COATED

INTERNATIONAL
SMITH BLAIR
ROMAC
FORD
JCM
POWERSEAL
CASCADE

TAPPING SLEEVES STAINLESS STEEL AND STAINLESS STEEL MECHANICAL JOINT

POWERSEAL
JCM
ROMAC
CASCADE
SMITH BLAIR
FORD

Appendix A Approved Materials

PIPE RESTRAINTS

DUCTILE IRON AND PVC

UNI FLANGE Section U
EBAA IRON 1600 & 1700
EBAA IRON RESTRAINED COUPLING
MEGALUG
MEGA FLANGE
STAR PIPE PRODUCTS 4000 & 3600
SIGMA (PV-LOK & ONE-LOK)
ROMAC (GRIP RING)
TYLER TUF GRIP

PIPE RESTRAINTS HDPE PIPE

VICTAULIC
JCM
SMITH BLAIR
ROMAC

AIR RELEASE VALVES 3/4" to 6"

VALMATIC
GA INDUSTRIES
ARMSTRONG
CRISPIN
APCO
FLOMATIC
ARI
POWERSEAL

PRESSURE REDUCING VALVE 4" to 12"

CLA VALVE
AMES
BERMAD
WATTS
WILKINS

CHECK VALVES 4" TO 16"

HAMMOND
NIBCO
GRINNEL
AFC-WATEROUS
GA INDUSTRIES
VALMATIC
CRISPIN
KENNEDY
DELLA
MUELLER
CLOW

Appendix A Approved Materials

DUCTILE IRON FITTINGS

CLOW
TYLER
STAR PIPE
PIPELINE COMPONENTS
SIP INDUSTRIES
NAPAC
SIGMA
UNION FOUNDRY

DUCTILE IRON COMPACT FITTINGS

TYLER
SIGMA
STAR PIPE
SOUTHBAY
UNION FOUNDRY
GRIFFIN
TRINITY VALLEY
NAPAC

FLEXIBLE COUPLINGS

CLOW
VIKING JOHNSON
POWER SEAL
SMITH BLAIR
JCM
FORD
APAC
ROMAC
CASCADE

REPAIR CLAMPS

ROMAC AND ROMAC MACRO
VCM INDUSTRIES
CLOW
POWER SEAL
SMITH BLAIR
FORD METER BOX
APAC PRODUCTS
JCM
CASCADE

Appendix A Approved Materials

FIRE HYDRANTS

MUELLER (STANDARD ISSUE)
W/ AQUAGRIP VERTICLE SHOE
WATEROUS WB-77 TREND
CLOW MEDALLION
M & H 129
AMERICAN DARLING
KENNEDY K81D
AVK 2700

FIRE HYDRANT ADJUSTERS

GRADE-LOK

METER BOXES

DFW

VALVE BOXES

SIGMA
EAST JORDAN IRON WORKS
STAR
SIP INDUSTRIES
PROSELECT

MAGNETIC DETECTOR AND MARKING TAPE

REEF INDUSTRIES
ALARMA TAPE
PROLINE
HYTECH
NORTH TOWN
LINETEC
TERRA TAPE
HARRIS
CHRISTY'S

TRACER WIRE

BARON
SERVICE WIRE
REGENCY
AEF

SERVICE LINE MATERIALS COPPER CTS 3/4" to 2"

TYPE "K" AMERICAN MADE

Appendix A Approved Materials

CORPORATION STOPS, UNIONS ANGLE
METER STOPS, SERVICE SADDLES,
AND U BRANCHES

MUELLER
JONES
McDONALD
FORD
JCM
POWER SEAL
ROMAC
SMITH BLAIR

COATINGS

ROSKOTE OR RYSKOTE
TENEMEC
AMERCOAT
RUSTOLEUM

FLANGE INSULATING KITS

ADVANCE PRODUCTS AND SYSTEMS INC.
CALPICO
CENTRAL
HMS
PIKOTEK
PSI
COPPER STATE BOLT
APS/BOLT BROKERS

COUPLINGS 3/4" TO 2"

HARCO (UNIVERSAL TRANSITION COUPLING)

CORROSION MATERIALS

VENDOR/MANUFACTURER

MATERIAL

ERICO/CADWELD

EXOTHERMIC WELDING MATERIALS – WELD METALS, WELDERS, SLEEVES

CONTINENTAL/THERM-O-WELD

EXOTHERMIC WELDING MATERIALS – WELD METALS, WELDERS, SLEEVES

CALPICO

EXOTHERMIC MATERIALS – “T” CAPS, #22
PRIMER, #10 MASTIC
FLANGE INSULATION KITS
NON-CONDUCTIVE TAPES –
2” (V1-10, VINYL IDENTIFIED)
4” (V1-20, VINYL IDENTIFIED)

Appendix A Approved Materials

ROYSTON MFG.	EXOTHERMIC MATERIALS – “T” CAPS, #22 PRIMER, #10 MASTIC
GENERIC – NON VENDOR SPECIFIC	COLORED PVC MARKING TAPES #1 CAST IRON METER BOXES PHENOLIC RESIN BOARDS – MICARTA NUTS, MACHINE SCREWS, FLAT WASHERS, LOCKING WASHERS
THOMAS & BETTS	ALUMINUM COMPRESSION CONNECTORS – #60107, #60102, #60097, #60500, #60501, #60507 HEAVY WALL HEAT SHRINK INSULATOR – #HS12-6, #HS12-6L, #HS12-6-4
SEYMOUR PAINT	PRECAUTION BLUE SAFETY PURPLE
SPRAYON PAINT	APWA BLUE
COTT MFG.	BIG FINK CATHODIC PROTECTION TEST STATIONS – DARK BLUE PURPLE LOCKING DEVICE – ASS-LD-0001
<u>CASING SPACERS</u>	CASCADE SMITH – BLAIR UNIFLANG (RESTRAINED) ADVANCED PRODUCTS AND SYSTEMS (APS)

BACKFLOW PREVENTION ASSEMBLIES

- AN APPROVED MATERIAL LIST IS AVAILABLE FROM THE BACKFLOW PREVENTION SECTION OF TUCSON WATER AT (520)791-2650.

Appendix A Approved Materials

PRODUCTION FACILITIES

PIPE

STANDARD STEEL	KELLY
CCP	AMERON
DIP	GRIFFIN US PIPE PACIFIC STATES AMERICAN
DUCTICLE	GRIFFIN US PIPE PACIFIC STATES AMERICAN
DUCTILE IRON PIPE	INTEGRAL RESTRAINT SYSTEMS GRIFFIN (TYTON JOINT, FASTITE, SNAPLOCK AND BOLTLOK) US PIPE (FIELD LOK, TR FLEX) PACIFIC STATES (RESTRAINED TYTON, THRUST LOCK) AMERICAN (FASTITE FLEX RING, LOK RING)
PVC	VINYL TEC JM CERTAIN TEED PW (PACIFIC WESTERN) UPONDOR (C-900 ONLY) DIAMOND NORTH AMERICAN NAPCO
PVC SCH 40 & 80	SPEARS
COPPER PIPE	TYPE "K" MADE IN USA TYPE "K" RIGID COPPER FOR (2" PRV BYPASS)

Appendix A Approved Materials

BUTTERFLY VALVES	M&H AMERICAN DARLING CLOW MUELLER PRATT DE ZURIK KFLOW
GATE VALVES	MUELLER M&H PRATT AMERICAN DARLING/AFC CLOW
TAPPING SLEEVES – DUCTILE IRON	WATEROUS-AFC CLOW KENNEDY MUELLER M&H FORD US PIPE T-28
EPOXY COATED	INTERNATIONAL SMITH BLAIR ROMAC FORD JCM POWERSEAL
PPE RESTRAINTS DUCTILE IRON AND PVC	CERTAINTED UNI FLANGE SECTION U EBAA IRON 1500 & 6500 MEGALUG MEGA FLANGE STAR PIPE PRODUCTS PACIFIC STATES SIGMA (PV-LOK & ONE LOK) ROMAC
COMBINATION AIR RELEASE VALVES 3/4" TO 4"	APCO VAL-MATIC GA INDUSTRIES

Appendix A Approved Materials

PRESSURE REDUCING VALVE
4" TO 12"

CRISPIN
WATTS (AMES)

CHECK VALVES 4" TO 16"

APCO
GA INDUSTRIES
VAL-MATIC
CRISPIN

DUCTILE IRON FITTINGS

CLOW
POWERSEAL
TYLER
STAR PIPE
GRIFFIN
TRINITY VALLEY
CASCADE
SIP INDUSTRIES
SIGMA

FLEXIBLE COUPLINGS

DRESSER
SMITH-BLAIR
ROMAC HYMAC
POWERSEAL
SMITH BLAIR
JCM
FORD
NAPAC
CASCADE

CORPORATION STOPS, UNIONS,
ANGLE METER STOPS, SERVICE
SADDLES

ROMAC
FORD
MUELLER
POWERSEAL
SMITH BLAIR
JONES
MCDONALD
JCM

PRESSURE GAUGES

ASHCROFT
PERMA CAL
WIKA