

PROJECT PROVISIONS AND SPECIFICATIONS

FOR

CDBG 112-18 WATER TANK REHABILITATION PROJECT
IN PARKER, ARIZONA

AUGUST 8, 2018

Town Council

Dan Beaver, Mayor

Hal Collett

Randy Hartless

Vivian Hartless

Jerry Hooper, Vice Mayor

Frank Savino

Marion Shonzt

Town Manager

Lori Wedemeyer

Town Clerk

Candy Cockrell

Public Works Director

Steve Ziegler



TABLE OF CONTENTS

ARTICLE 1 INVITATION TO BID AND BID DOCUMENTS	1
ARTICLE 2 BID PROPOSAL	6
ARTICLE 3 BID SCHEDULE	8
ARTICLE 4 BID BOND	10
ARTICLE 5 BIDDER'S STATEMENT OF QUALIFICATIONS	12
ARTICLE 6 AGREEMENT	17
ARTICLE 7 NOTICES AND LEIN RELEASES	22
ARTICLE 8 GENERAL CONDITIONS	26
ARTICLE 9 SPECIAL PROVISIONS	45
ARTICLE 10 CONSTRUCTION SPECIFICATIONS AND PLANS	59
ARTICLE 11 REQUIRED STANDARD CERTIFICATIONS	70

ARTICLE 1 INVITATION TO BID AND BID DOCUMENTS

INVITATION TO BID

Req/Contract # 112-18

Project Name: **Water Tanks Rehabilitation Project**

Bid Due Date /Time: **August 30,2018 by 3:00 P.M. Arizona Time**

Project Description: The Town of Parker intends to use federal Community Development Block Grant Funds replace a ten thousand (10,000) gallon water pressure tank located at 1705 S. California Avenue, Parker Arizona.

The replacement of the pressure tank consists of the removal of the current pressure tank and the replacement with the new one. This will include a new 10,000-gallon pressure tank system, switch, valves, plumbing and any materials necessary to complete the installation of the new tank.

This project is being funded by a contract under a **Community Development Block Grant** to the **Town of Parker** from the **Arizona Department of Housing (ADOH)** and the **U.S. Department of Housing and Urban Development (HUD)**. ADOH and HUD funding is not an endorsement of any products, opinions or services. All ADOH and HUD programs are extended to the public on a non-discriminatory basis. The contractor acknowledges that all applicable Federal regulations and laws apply.

Sealed bids for the project specified will be received by the Town of Parker's Clerks Office at the receptionist desk, **1314 11th Street, Parker, Arizona 85344** on the date and time specified. Bidders shall submit one original and one copy. Bids received by the correct date and time will be opened and read aloud shortly thereafter in the Town of Parker's City Clerk Office.

Bids must be in the actual possession of the City Clerk's office on or prior to the exact time and date indicated above. Late bids will not be considered under any circumstances.

Bids must be submitted in a sealed opaque envelope with the Project Name and the Bidder's name and address clearly indicated on the envelope. All bids must be completed in ink or typewritten on the form contained within the specifications titled Invitation to Bid and in accordance with the plans made available as outlined below.

For information or to obtain plans, specifications and bid documents contact Steve Ziegler, Interim Public Works Director 928 669-9265. Vendors holding plans and registered with the Town of Parker will receive modifications to the plans, specifications, bid documents, and any notices that are issued during bidding.

Plans May be reviewed at:

- Town of Parker, Public Works Division, 1314 11th Street, Parker, Arizona 85344(928) 669-9265, (fax) 928 669-5247
- Town of Parker website
- planroomdirect.com/project/water-tank-rehabilitation-project-in-parker-arizona

Bonds:

Bid Bond:	5%
Payment Bond	100%
Performance Bond	100%

Project Completion Date: One hundred twenty Calendar days or less after Notice to Proceed

A Pre-Bid Conference will be held on August 15, 2018 at 10:00 a.m. at Parker Town Hall Chambers, located at 1314 11th Street, Parker Arizona

RECEIPTS AND OPENING OF BIDS: The Town of Parker, Arizona, ("Town") invites Bids on the form attached hereto for the **Water Tank Rehabilitation Project**. All blanks must be appropriately filled in. The Bidder shall also complete and submit a form listing proposed subcontractors as enclosed herein. Bids for this project will be received by the Town Clerk's Office at the Town of Parker, 1314 11th St, Parker, Arizona 85344 until 3:00 PM, Arizona Time August 30, 2018, where said Bids will be publicly opened and read aloud shortly thereafter.

The Town may, at its option, waive immaterial errors or omissions in bids not prepared and submitted in accordance with the provisions of this Invitation for Bids, and/or the procurement ordinance. Any Bid may be withdrawn prior to the above scheduled time for the opening of the Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) calendar days after the actual date of opening.

PREPARATION OF BID: Each Bid must be submitted on the presented Form. All blank spaces for Bid Prices must be filled in, in ink or typewritten, in both words and figures.

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

The following fully-executed items shall be included with the bid submittal. Failure to include any of these items may result in that bid being considered incomplete, and the Bid may be rejected.

- Bid Proposal
- Bid Schedule
- Bid Bond
- Bidder's Statement of Qualifications
- Affidavit of Non-Collusion
- Acknowledgement of Each Addendum Issued
- Acknowledgement of AZDOH and HUD Requirements

NO ELECTRONIC SUBMISSIONS: No facsimile or any other method of electronic submission of Bids or Bid modification will be accepted.

QUALIFICATIONS OF BIDDER: Town may make investigation as it deems necessary to determine the qualifications and the ability of the Bidder to perform the work, and Bidder shall furnish Town all the information and data for this purpose as the Town may request.

Town may also request that Bidder provide a list of any actions taken by the Arizona Registrar of Contractors to suspend and/or revoke the Bidder's license for a period of two (2) years preceding the bid.

Town reserves the right to reject any or all bids or withhold the award of a contract to any Bidder for any reason Town determines in accordance with the provisions of Title 34 if Arizona Revised Statutes.

All Bidders and listed subcontractors must be valid Arizona Licensed contractors at the time of Bidding and be approved by the Arizona State Registrar of Contractors to do the type and amount of work specified in these documents. In addition, in order to be awarded a contract paid with federal funds, contractors must have a current and valid System for Award Management, (SAM), registration. Contractors can register at SAM.gov prior to bid submittal. There is no cost to register.

ARITHMETIC DISCREPANCIES IN THE BID:For the purpose of evaluating bids, the following criteria will be utilized by Town in resolving arithmetic discrepancies found on the fact of the Bid Schedule as submitted by Bidders:

- Obviously misplaced decimal points will be corrected:
- In case of discrepancy between unit price and extended price, the unit price will *govern*:
- Apparent errors in the extension of unit prices will be corrected:
- Apparent errors in addition of lump sums and extended prices will be corrected, and:
- In case of discrepancy between words and figures in unit prices, the amount shown in words shall *govern*.

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

INCOMPLETE BIDS: Failure to submit a Bid on all items in the Bid Schedule may result in that bid being considered incomplete, and the Bid may be rejected. Unit and/or lump sum prices must be shown for each Bid item within the Schedule.

BID SECURITY: Each bid must be accompanied by a bid bond in the form of a certified or cashier's check made payable to Town in an amount equal to ten percent (10%) of the bid submitted, or alternatively, through a surety bond issued in the form substantially similar to the one attached to these bid documents or on another form approved by Town in the amount of ten percent (10%) of the amount of the bid submitted. If the bid security provided by the Bidder is in the form of a surety bond, solely a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona, issued by the director of the Department of Insurance, pursuant to A.R.S. Title 20, Chapter 20, Article 1, shall execute the surety bond. An individual surety or sureties shall not execute the surety bond, *even* if the requirements of § 7-101 A.R.S. are

satisfied. The bid security shall be returned to the Bidders whose proposals are not accepted, and to the successful Bidder upon the execution of satisfactory payment and performance bonds for the construction contract.

LIQUADATED DAMAGES FOR FAILURE TO ENTER INTO A CONTRACT: The successful Bidder, upon failure or refusal to execute and deliver the Agreement, Bonds, and certificates required within ten (10) calendar days from the date of the Notice of Award, shall forfeit to Town, as liquidated damages for that failure or refusal, their bid bond and owe the difference between the bid and the amount of the Contract actually entered into with another party.

SECURITY FOR FAITHFUL PERFORMANCE AND PAYMENT: Simultaneously with delivery of the executed Contract, the successful Bidder shall furnish on the forms provided herein, in a sum equal to 100% of the face amount of the Contract awarded: 1) a surety bond as security for the performance of the Contract awarded; and 2) a surety bond as security for the payment of all persons performing labor or furnishing materials in connection with the project under the Contract awarded, as specified in the General Conditions included herein. In accordance with Section § 34-201 of Arizona revised Statutes, payment and performance bonds shall be issued by an authorized surety company satisfactory to Town and authorized to transact business in the State of Arizona. All bonds shall be issued by a surety insurer possessing at least an "A" rating, based upon the most recent issue of AM Best's Insurance Guide.

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

LAWS AND REGULATIONS: All applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project, including certifications required as terms of working under a federal grant, shall apply to the Contract throughout, and they will be deemed to be included on the Contract the same as though herein written out in full.

METHOD OF AWARD: The Town shall award the Contract to the lowest responsive and responsible Bidder, in accordance with § 34-201 and § 34-221 of Arizona Revised Statutes.

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

TIME OF COMPLETION AND LIQUIDATED DAMAGES: Bidder agrees to commence work on or before date to be specified in a written "Notice to Proceed" from Town, and to complete all of the work and achieve Final Acceptance on or before a completion date specified in the written "Notice to Proceed".

Bidder further agrees to pay as liquidated damages, the sum indicated in the following "Schedule of Liquidated Damages" for each consecutive calendar day thereafter, plus a additional costs incurred by the Town as provided by section 8.22 of the General Conditions, for each calendar day that the Contract remains incomplete.

SCHEDULE OF LIQUADATED DAMAGES		
Original Contract Amount		Daily Charges
From	To and Including	Calendar Day Rates
\$0	\$25,000.00	\$210
\$25,000.01	\$50,000.00	\$250
\$50,000.01	\$100,000.00	\$280
\$100,000.01	\$500,000.00	\$430

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

Every request for interpretation shall be in writing addressed to Town of Parker Public Works Director at 1314 11th St., Parker, Arizona 85344 and to be given consideration must be received at least seven (7) calendar days prior to the date fixed for the opening of Bids. Interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if issued, will be sent to all prospective Bidders (at the respective addresses furnished), not later than five (5) calendar days prior to the date fixed for the opening of Bids, provided that the prospective Bidders are registered specification holders on the project with the Town. Town will send all addenda by FAX or e-mail, or if practical, by U.S. Mail. Failure of any Bidder to incorporate any Addendum or interpretation or to be registered with the City for the project shall not relieve the Bidder from any obligation under Bidder's Bid as submitted. All Addenda issued becomes part of the Contract Documents.

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

NON-COLLUSION: Bidder is required to complete, notarize, and submit as part of this bid package the "Non-Collusion Affidavit" form, as attached herein. Failure of the Bidder to submit a properly executed affidavit may be grounds for rejection of the bid.

ARTICLE 2 - BID PROPOSAL

2.0 BID PROPOSAL

PROJECT NO. 112-18-1

PROJECT NAME: Water Tanks Rehabilitation Project

The undersigned, as Bidder, declares that Bidder has received and examined the Bid documents entitled "Water Tanks Rehabilitation Project" and will contract with Town, on the form of Agreement provided herein, to do everything required for the fulfillment of the Contract for the project at the prices and on the terms and conditions of the Bid documents, plans and all associated documents.

The following shall form a part of this proposal:

<u>Article</u>	<u>Title</u>
2.0	Bid Proposal
3.0	Bid Schedule
4.0	Arizona Statutory Bid Bond
5.0	Bidder's Statement of Qualifications

Bidder acknowledges that no addenda numbers have been received and have been examined as part of the Contract Documents.

We certify that our proposal is genuine, and not sham or collusive, or made in the interest or behalf of any undisclosed person, organization, or corporation, and that we have not directly or indirectly induced or solicited any other bidder to put in a sham bid, or directly or indirectly induced or solicited any other potential Bidder to refrain from bidding, and that Bidder has not in any manner sought by collusion to secure an advantage of any other Bidder.

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

Upon receipt of written notice of the acceptance of this Bid, Bidder shall execute the formal Agreement within ten (10) calendar days and deliver a Performance Bond, Payment Bond, and Certificates of Insurance as required by these Contract Documents.

Bidder declares that Bidder has visited the site and have carefully examined the Contract Documents relating to the work covered by the above bid or bids.

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

Bidder understands that the Town reserves the right to reject any and/or all bids, or to waive any informalities in any bid, deemed by Town to be in its best interests.

Dated this ___ day of _____, 20__.

Respectfully Submitted by: _____

Title: _____

Name of Firm: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Seal - If bid by a Corporation

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

ARTICLE 3 - BID SCHEDULE

3.0 BID SCHEDULE

PROJECTNO.112-18-1

PROJECT NAME: Water Tanks Rehabilitation Project

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices or lump sum amounts.

Note: Bids shall include sales tax and all other applicable taxes and fees. All bids shall be checked for errors. If errors are made, unit prices shall govern and the corrections will be made accordingly to the unit price and totals will be revised to reflect the corrections.

Bid Item	Spec #	Quantity	Unit	Description	Unit Cost	Total Cost
1		1	EA	Purchase of 10,000-gallon water oressure tank		
2		1	EA	Replace 10,000-gallon water pressure tank in accordance with the Technical Soecifications		
3	9.33	1	LS	Owner Continaencv	\$10,000	\$10,000

TOTAL PROJECT

Total Bid Amount (Items 1 through_ above):_____

(in Words). (\$._____00) Calendar Days Vendor requires to Complete Total Project: 120

Calendar days or less after Notice to Proceed. This Proposal is submitted by_____

A corporation/limited liability company/partnership/sole proprietorship organized under the laws

State of Arizona and is the holder of Arizona Contractor's License No._____

and Town of Parker License No:_____(Town Business License notrequired at lime of Bid, but must be obtained prior to issuance of Notice to Proceed)

Respectfully submitted:

Company Name

Signature of Authorized Person

Printed Name and Title

Address

City, State, and Zip

Telephone

Mobile Telephone

Fax

Email

ARTICLE 4 - BID BOND

4.0 ARIZONA STATUTORY BID BOND

PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has submitted a bid of \$ _____ to furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of **Project No.:112-18-1, known as the Water Tanks Rehabilitation Project.**

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the prosecution of the Contract, or in the event of the failure of the Principal to enter into a Contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not exceed the penalty of the bond between the

ARTICLE 5- BIDDER'S STATEMENT OF QUALIFICATIONS

BIDDER'S STATEMENT OF QUALIFICATIONS

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

Submitted To: Town of Parker
 Public Works Department
 Attention: Steve Ziegler
 Public Works Director
 1314 11th Street
 Parker, Arizona 85344

Submitted By: Name: _____
 Address: _____
 Principal Office: _____

(NOTE: Attach separate sheets as necessary)

How many years has your organization been in business as a contractor? _____

How many years has your organization been in business under its present name? ____ _

If a corporation or limited liability company, answer the following:

Date of formation: _____
Fed. Tax I.D. #: _____
State of formation: _____
President/Manager: _____
Other officer(s) /member(s): _____

Secretary: _____
Treasurer: _____

If a Partnership, answer the following:

Date of Organization: _____

Type of Partnership: _____

(General/Limited/Assoc.)

Name and Address of all partners:

If other than a corporation, limited liability company or partnership, describe organization and name principals:

What percent of the work do you normally perform with your own forces? ____ List Trades:

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

Has any officer or partner of your organization ever been an officer or partner of another organization that dialed to complete a construction contract? ____ If so, state circumstances:

List major construction projects your organization has under contract on this date:

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

List similar construction projects your organization has completed in the past five years:

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

List the construction experience of the principal individuals in your organization:

Individuals Name	Construction Experience - Years	Present Position & Years of Experience	Dollar Volume Responsibility	Previous Position & Years of Experience

List states and categories in which your organization is legally qualified to do business:

Name of bonding and insurance companies and name and address of agents:

Maximum bonding capacity: _____

Is there any pending litigation by or against your organization or its officers? _____

If so, please provide details: _____

Have you had any OSHA violations within the last 10 years by or against your organization or its officers? _____ If yes, please provide details: _____

Are there any judgements that have been entered by a court of competent jurisdiction against your organization or its officers during the last three years? If yes, please provide details: _____

List of Subcontractors. In accordance with Section 1.1 of the Invitation to Bid & Bid Documents, the following is a breakdown of subcontractors anticipated to be used for completing this project and their approximate percentage of work to be performed. Bidder is not required to submit with its bid a complete list of all subcontractors contemplated to be utilized on the project.

Bidder certifies that all subcontractors listed are eligible to perform work on public works projects pursuant to ARS § 34-241

Subcontractor Description of work Percentage (%)

Total Project

Total% of all subcontractor work on project:____ _

Total % for Bidder:

Dated at _____ this ____ day of _____,20____ _

Name of organization: _____

By:_____ Title:_____

AFFIDAVIT

AFFIDAVIT OF BIDDER CERTIFYING
NO COLLUSION IN BIDDING FOR
CONTRACT

STATE OF _____,

)ss

COUNTY OF _____

(name of individual)

BEING DULY SWORN, DEPOSES AND SAYS:

THAT HE/SHE IS _____

(title)

OF _____

(name of business)

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

THAT NEITHER HE/SHE NOR ANYONE ASSOCIATED WITH THE BUSINESS

(name of business)

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

By: -----

(name of individual)

(title)

(name of business)

SUBSCRIBED AND SWORN BEFORE ME ON THIS DAY OF --- 20__

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

6.0 AGREEMENT

THIS AGREEMENT, madethis ____ day of ____ 20__ by and between the TOWN OF PARKER ("Town") and ("Contractor").

WITNESS THAT

WHEREAS, Town desires to have water pressure tank replaced under the project "**WaterTanks Rehabilitation Project**", **CDBG # 112-18**.

WHEREAS, Contractor represents that it possesses the experience, competence, equipment and financing to properly perform such work, and has formally proposed to do so, and to furnish all necessary labor, materials, and equipment and services therefore in accordance with said plans, and subject to the terms and conditions hereof;

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

1. The Contractor will commence and complete in its entirety the rehabilitation of the manholes indicated in the **Water Tanks Rehabilitation Project**.
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein.
3. The Contract will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will complete the same as follows:

All work shall be completed within one hundred twenty (120) calendar days or less after the Notice to Proceed.

The period for completion may be extended by a properly executed Change Order approved by the Town.

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

Accordingly, and instead of requiring proof of such losses or damages, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay to the Town sums as defined in the Schedule of Liquidated Damages as provided in Section 1.14 per calendar day that expires after the time specified in Section 3 for delivery of acceptable bid items.

5. Contractor agrees to perform all of this work described in the Contract Documents and comply with the terms therein for the sum of \$_____ as shown in Bid Schedule.

6. The term "Contract Documents" means and includes the following:
 - a. Advertisement for Bids
 - b. Information for Bidders
 - c. Bid Schedule
 - d. Bid Bond
 - e. Agreement
 - f. Bidder's Statement of Qualifications
 - g. Non-Collusion Affidavit
 - h. Payment Bond
 - i. Performance Bond
 - j. Notice of Award
 - k. Notice to Proceed
 - l. General Conditions
 - m. Special Provisions
 - n. Construction Map
 - o. Supplemental Specifications
 - p. Technical Specifications /General Provisions
 - q. Change Order (s)
 - r. Addenda: __ __. __ __

7. Town will pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assignees.

PROJECT NO: 112-18-1

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies, each of which shall be deemed an original on the date approved by Council written below.

The Town of Parker

By: _____

Dan Beaver, Mayor

Date

ATTEST

BY: _____ (Seal)

Candy Cockrell, CMC., Town Clerk

APPROVED ASTO FORM

By: _____

Gary Verburg, Town Attorney

Date

APPROVED BY COUNCIL _____ 2018

Mail all invoices to:

Town of Parker

Public Works Department

1314 11th Street

Parker, Az. 85344

6.1 ARIZONA STATUTORY PERFORMANCE BOND

PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract amount)

KNOW BY ALL MEN BY THESE PRESENTS THAT _____

(hereinafter "Principal"). As Principal, and _____

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of

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

WHEREAS, the Principal has entered into a certain written Contract with Obligee, dated the ____ day of _____ 20__, to furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the **Water Tanks Rehabilitation Project**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this ____ day of _____ 20__

PRINCIPAL

SEAL

BY: _____

AGENCY OF RECORD

AGENCY ADDRESS

SURETY

SEAL

BY: _____ **B**

ARIZONA STATUTORY PAYMENT BOND

PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract amount)

KNOW BY ALL MEN BY THESE PRESENTS THAT _____

(hereinafter "Principal"). As Principal, and _____

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of

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

WHEREAS, the Principal has entered into a certain written Contract with Obligee, dated the ____ day of _____ 20__, to furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the **Water Tanks Rehabilitation Project**, 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 monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect.

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

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

Witness our hands this ____ day of _____ 20__

PRINCIPAL SEAL

BY: _____

AGENCY OF RECORD

AGENCY ADDRESS SURETY SEAL

BY: _____

ARTICLE 7 - NOTICES AND LIEN RELEASES

NOTICE OF AWARD

Date: _____

To: _____

PROJECT DESCRIPTION: **Water Tanks Rehabilitation Project**

Project No: 112-18-1

Town has considered the bid submitted by you, dated _____ response to its Advertisement for Bids and Invitation to Bid for the above described work.

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

You are required by the Invitation to Bid to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this notice. You are also required to furnish proof of current Town of Parker Business License.

If you fail to execute the Agreement and furnish the bonds and insurance certificates within ten (10) calendar days from the date of this Notice, the Town will be entitled to consider all your rights arising out of the Town's acceptance of your bid as abandoned and as a forfeiture of your bid bond. Town will be entitled to all other rights as may be granted by law.

You are required to return all documents and an acknowledged copy of this NOTICE OF AWARD to the Town at:

Town of Parker
Public Works Department
Attn: Steve Ziegler
Public Works Director
1314 11 Street, Parker AZ 85344

By: _____ Dated this _ day **of** _____ 2018
Project Manager

(Contractor shall return a signed copy of this notice to the Town)

By: _____ Dated this _ day **of** _____ 2018
Contractor and Title

NOTICE TO PROCEED

Date: _____

To: _____

RE: TOWN OF PARKER BID for the **Water Tanks Rehabilitation Project**

Project No. 112-18-1

You are hereby notified to commence work on the project in accordance with the Agreement dated _____, 2018, within ten (10) calendar days of the date of this Notice to Proceed, which is the effective date of the notice for the project, and you are to complete the work within one hundred twenty (120) calendar days or less after Notice to Proceed. The date for completion of the work is therefore _____, 2018.

OWNER: Town of Parker

BY: _____
Project Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

This, the ___ day of _____, 2018

Contractor: ___ Name: _____

By: _____

Title:

Note: The Contractor shall return a signed copy of this Notice to the Owner at:

Town of Parker
Public Works Department
Attn: Steve Ziegler
Public Works Director
1314 11th Street, Parker AZ 85344

CERTIFICATE OF COMPLETION

I hereby state that all good and/or services required by:

Town of Parker

For the

Water Tanks Rehabilitation Project

Has been delivered in substantial conformance with the contract, all activities required by the Contractor under the contract have been completed and that all required unconditional lien releases have been submitted as of _____

Date

TOWN OF PARKER

By: _____

Project Manager Signature

Printed Name: _____

Title: _____

ACCEPTANCE OF NOTICE

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

Receipt of the above **CERTIFICATE OF COMPLETION** is hereby acknowledged

This, the ___ day of _____ 2018.

Contractor: _____

Name: _____

By: _____

Title: _____

Unconditional Waiver and Lien Release

Project Name: _____

Location: _____

Contractor: _____

Owner: Town of Parker, an Arizona municipal corporation

The undersigned has been paid in full for all labor, services and equipment or material furnished pursuant to the Project above and does hereby unconditionally waive and release any right to mechanic's lien, any state, federal, municipal or private bond rights, and any claim for payment rights for persons in the undersigned's position, except for disputed claims for extra work in the amount of \$ _____

The undersigned warrants that the provider for whom the undersigned had the authority to bind, has already paid or will use the monies received from final payment to promptly pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or service provided for or to the above-referenced Project.

(Company name)

(Date)

(Print name)

(Title)

(Signature)

NOTICE

This document waives the rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

ARTICLE 8 - GENERAL CONDITIONS

FEDERAL FUNDS: This contract is being funded by a **Community Development Block Grant ICDBGI** under a grant to the Town of Parker from the **Arizona Department of Housing IADOHI and the U.S. Department of Housing and Urban Development IHUD**. The Contractor acknowledges that all applicable Federal Regulations and laws apply.

Contract: The "Contract" is the written agreement covering the performance of the work and the furnishing of labor, materials, incidental services, tools, and equipment in the construction of the work and incorporates the "Contract Documents". It also includes supplemental agreements amending or extending the work contemplated in the manner hereinafter described and which may be required to complete the work in an acceptable manner to the Town. The Contract may include Contract change orders.

Contract Documents: The "Contract Documents" consist of the bidding requirements, Contract forms, conditions of the Contract including General and/or Supplemental General Conditions, Special Provisions, the technical specifications, and the drawings, including all Addenda and modifications thereafter incorporated into the documents before their execution and including all other requirements incorporated by specific reference thereto and under which Contractor is obligated to perform.

Town Inspector: Representative of Town and responsible for the supervision of Contractor's requirements under the Contract and through whom authorized Town communications may be delivered and through whom Contractor delivers communications, not including Notices.

Field Order and Change Orders: A Field order is a written order issued by Town Inspector to the Contractor during construction, which interprets either the technical specifications and/or drawings for the work to be performed by Contractor, including all addenda and modifications, which may be incorporated into the technical specifications and/or drawings before the Bid Opening Date. A Change order is a written order effecting a change in the work which involves: 1) any adjustment in the Contract price; 2) any change in the plans, specifications and/or drawings for performance of the work by the Contractor; or 3) any extension of the Contract time. Field orders, which may only involve interpretation of the plans, drawings and/or technical specifications contained within the Contract Documents, may be issued by the Town Inspector to the Contractor during construction but all change orders must be approved, in advance by Town.

Immigration Law: Contractor shall comply with the Federal Immigration Reform and Control Act of 1986 (IRCA). Contractor understand and acknowledges the applicability of the IRCA to Contractor. Contractor agrees to comply with the IRCA in performance of any resultant Contract and to permit Town inspection of their personnel records to verify compliance. Contractor represents by signing this contract that it is in compliance with IRCA and that Contractor will remain in compliance throughout the performance of this Contract. Contractor also warrants that it and any subcontractors used in performance of this Contract are in compliance with state law (see A.R.S. §23- 214 A) and Contractor further acknowledges that pursuant to A. R. S. §41-4401, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that Town retains the legal right to inspect

the papers of any contractor or subcontractor employee who works on this Contract to ensure compliance with this warranty.

Written Notice: The term "Written Notice" or the requirement to notify signifies a written communication delivered in person or by certified or registered mail to Contractor or to Town as listed in the Contract.

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

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

Notice to Proceed: After Town has issued the Notice of Award, Contractor shall provide the Performance Bond, the Payment Bond, the certificate of insurance, the work schedule, the monthly cash flow, and a signed agreement within ten (10) calendar days. Town's attorney will review each document and, if they are found to be acceptable, Town will sign and execute the Contract. Within a period of sixty (60) calendar days after executing the Contract, Town will issue a Notice to Proceed. Within ten (10) calendar days of the effective date of the Notice to Proceed, the work shall commence. Contractor shall not commence any work until the Notice to Proceed has been issued. Contractor is not entitled to any compensation for any work from Town until Town has issued a Notice to Proceed to Contractor.

Additional instructions and Detail Drawings: Town may furnish additional instructions to the Contractor by means of drawings or otherwise, during the progress of the work as necessary to make clear to define in greater detail the intent of the specifications and Contract drawings. The additional drawings and instruction supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

Schedule, Reports and Records: Contractor shall submit to Town payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents or the Town Inspector for the work to be performed. After Contract award and prior to the Pre-Construction Conference, Contractor shall prepare for submittal to the Town Inspector review and approval a detailed progress schedule. The progress schedule shall be brought up to date and submitted to the Town Inspector prior to each progress payment request and at any other time intervals as the Town Inspector may request. Contractor shall retain and make available to Town, and to any federal agency administering a grant involved with the project, all records, including books, documents, papers, and electronically stored data related to the project for a period of five years subsequent to Notice of Completion of the project.

Drawings and Specifications: The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, utilities, and transportation necessary for the proper execution of the work in accordance with the

Contract Documents and all incidental work necessary to complete the project in an acceptable quality and manner, ready for use, occupancy or operation.

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

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

If shop drawings or submittals are rejected all costs incurred by Town for reviewing re-submittals shall be charged to the Contractor, and Town has the right to deduct those costs from any monies owed the Contractor by Town.

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

- A. Deviations between the work as shown on the plans and the work as actually installed
- B. The specific locations of piping, valves, electric conduits, ductwork, equipment, and other similar work not located on plans. The record drawings shall show distances to these locations from known points on plans.
- C. Equipment schedules indicating manufacturer's names and model numbers.

When all revisions showing work as installed are made, the corrected set of plans shall be delivered to the Town Inspector before the final pay request is processed. These plans shall be clearly marked "Record Drawings" and shall be signed and dated by Contractor. By submittal of these Record Drawings the Contractor is certifying that the work performed was done in accordance with the drawings and is an accurate representation of the improvements completed. Contractor shall employ the services of an Arizona Registered Land Surveyor (RLS) to certify on the Record Drawings any approved changes to the locations of facilities that were installed.

Nothing contained in this section shall be construed as authorizing any deviation in the work as shown on the Contract drawings, plans, and/or specifications without a written change order approved by the Town.

Materials, Services and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time. Only materials conforming to specifications and approved by Town shall be used in

the work. All materials proposed for use may be inspected or tested at any time during their preparation and use.

Contractor warrants to Town that the materials and equipment furnished under the Contract will be new and of a quality equal to that specified or approved and, that all work will be good quality, free from faults and defects and in conformance with the Contract Documents. Mechanical and electrical equipment shall be the products of manufacturers of established good reputations and regularly engaged in the fabrication of the equipment. All materials which the Town Inspector had determined do not conform to the requirements of the plans and specifications will be rejected and shall be removed immediately from the vicinity of the work by the Contractor at his own expense.

If any part or portions of the work done or material furnished under the Contract proves defective or nonconforming with the drawings and specifications, and if the imperfection is not of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal will create conditions which are dangerous or undesirable, the Town Inspector shall have the right and authority to retain the work but shall make any deductions in the final payment as may be just and reasonable. Adjustment shall be affected whether or not final payment has been made.

Inspections and Testing: All material and equipment, used in the construction of the project, shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents and as required by law or ordinance.

If any work is covered contrary to the written instructions of the Town Inspector or prior inspection, it must, if requested by the Town Inspector, be uncovered for observation and replaced at the Contractor's expense.

If the Town Inspector considers it necessary or advisable that work that has already been approved be inspected or tested by the Town Inspector or others, the Contractor, at the Town Inspector's request, will uncover, expose to otherwise make available for observation, inspection or testing that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If the work is defective, the Contractor will bear all the expenses of the uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, the work is not found to be defective, the Contractor will be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributable to the uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.

Substitutions: Whenever a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function may be considered. Contractor may recommend the substitution of a material, article, or piece of equipment, and if, in the opinion of the Town Inspector, the material, article, or piece of equipment is of equal substance and function to that specified, the Town Inspector may approve of its substitution and use by Contractor. Any cost differential shall be deductible from the Contract price and the Contract Documents shall be appropriately modified by change order. Contractor warrants that if substitutes are approved, no major changes in the function or general design of the product will result. Incidental changes or extra component parts required to accommodate the substitution will be made by Contractor without a change in the Contract price or Contract time. Any

substitutions not properly approved and authorized by the Town Inspector may be considered defective and the Town Inspector may require Contractor to remove the substituted material, article, or piece of equipment. In that event, Contractor bears any and all costs associated with removal of the substituted item(s), including, but not limited to, all engineering, inspection, testing or surveying costs incurred by the Town.

Surveys, Permits, Regulations: Contractor shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of benchmarks adjacent to the work as shown in the Contract Documents. Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors, which may have been made in laying out the work.

Permits and licenses and easements of a temporary nature necessary for the prosecution of the work shall be secured and paid for by Contractor unless otherwise stated in the supplemental general conditions. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If Contractor perceives that the Contract Documents are at variance therewith, he shall promptly notify the Town Inspector in writing and any necessary changes shall be adjusted as provided in Section 8.21, "CHANGES IN THE WORK". If Contractor performs and works knowing it to be contrary to any laws, ordinances, rules and regulations, and does not notify the Town Inspector, he assumes full responsibility and bears all costs attributable to that work.

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

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

In emergencies affecting the safety or persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from the Town Inspector or Town, shall act to prevent threatened damage, injury or loss. He shall give Town prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a change order shall thereon be negotiated and issued covering the changes and deviations involved, as provided in Section 8.21 Changes in the Work.

Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents and the safety of all those at the site. The person shall be Contractor's superintendent unless otherwise designated by Contractor in writing to Town. Contractor is required to provide a copy of its written safety programs to the Town for review by the Risk Management Division prior to commencing work.

Public Safety: Contractor shall furnish, at his own expense, and without any additional cost to Town, any flagmen and guards as are reasonable necessary to give adequate warning to the public of any dangerous conditions which may be encountered by motorists and/or pedestrians, and Contractor shall furnish, erect and maintain any fences, barricades, lights, signs and other traffic control devices as may be instructed by the Town.

If Contractor is neglectful, or negligent in furnishing and/or maintaining warning and protective facilities as required herein, Town may furnish and/or maintain those facilities and charge Contractor by deducting the cost from periodic progress payments due the Contractor.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, or with the property owner's reasonable access to or use of the property.

Supervision by Contractor: Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as Contractor's representative at the site. The supervisor shall have full authority to act on behalf of Contractor and all communications given to and by the supervisor shall be binding as if given to and by Contractor. Contractor shall be responsible to Town and property owner for the acts and omissions of the employees, subcontractors, and the agents and employees, and other persons performing any other work on the contract with the Contractor.

Changes in the Work: Town may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If changes increase or decrease the amounts due to Contractor under the Contract Documents, or results in changes in the time required for performance of the work, those adjustments shall be authorized by a written change order approved by the Town.

Town may, at any time, by issuing a change order, make changes in the plans, specifications, or other details of the work. Contractor shall proceed with the performance of any changes in the work so ordered by Town, unless the Contractor believes that the change order entitles him to a change in the Contract price or time, or both, in which *event* he shall give Town written notice within seven (7) calendar days after the receipt of the ordered change. Contractor shall justify the basis for the change in Contract price or time through written documentation submitted to Town within fourteen (14) calendar days after Contractor's receipt of the change order. Contractor shall not execute any changes in the work until and unless Contractor has received an executed change order approved by the Town.

If the Contractor wishes to make a claim for an increase in the Contract price, he shall *give* Town written notice within fourteen (14) calendar days after the occurrence of the event-giving rise to the claim. This notice shall be given by Contractor before proceeding

to execute the work, except in an emergency endangering life or property, in which case Contractor shall proceed in accordance with the provisions of the Contract. No claim is valid, unless made by Contractor in accordance with the provisions of the Contract. Any change in the Contract price resulting from a claim shall be authorized in a written change order approved by the Town.

The value of any work covered by a change order shall be determined by one or more of the following methods in order of precedence listed below:

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

Time for Completion and Liquidated Damages: The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

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

In case of failure on the part of the Contractor to complete the Contract within the time provided, or with a written extension as may be agreed upon by Town, the Contract may be terminated by written notice given by Town as specified in Section 8.25

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

If Contractor fails to complete the work, or any part in the time agreed upon in the Contract or within any extra time as may have been allowed for delays by extensions granted as provided in the Contract, Contractor shall reimburse Town for the additional expense and damage for each calendar day that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of the additional expense and damage incurred by reason of failure to complete the works is the per diem rate, as stipulated in section 1.14, Time of Completion and Liquidated Damages. The listed amounts are hereby agreed upon as liquidated damages for the loss to City on account of expense due to the employment of engineers, inspectors, and other employees after the expiration of the time of completion, and on account of the value of the operation of the works dependent thereon. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages, which have accrued against Contractor. City shall have the right to deduct any damages from the amount due, or that may become due the Contractor, or the amount of damages shall be due and collectible from Contractor or his Surety.

Contractor shall not be charged with liquidated damages or any excess costs when the delay in completion of the work is due to one or more of the following: acts of God; acts of Town; acts of another Contractor in the performance of a separate contract; fire; flood; epidemics; or quarantine restrictions; strikes; embargoes; and, extraordinary weather conditions. Written Notice of delay must be submitted to Town for approval within three (3) calendar days of the occurrence. If the event notice is not given as provided, liquidated damages may be assessed.

Correction of Work: Contractor shall promptly correct all work rejected by Town or Town Inspector as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting the rejected work, including costs for replacement and removal. Contractor shall also bear the costs of making good all work of Town or separate Contractor destroyed or damaged by the correction or removal. Corrective actions shall commence within ten (10) calendar days of Written Notice.

Subsurface Conditions: Contractor shall promptly, and before the conditions are disturbed, except in the event of an emergency, notify Town by Written Notice of:

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

Town shall promptly investigate any physical conditions identified by Contractor, and if Town finds those conditions materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the Contract Documents shall be modified by a change order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice; provided that Town may, if determined the facts so justify, consider and adjust any claims asserted before the date of the final payment.

Suspension of Work, Termination and Delay: Town may suspend the work or any portion thereof for a period of not more than ninety (90) calendar days or for further time as agreed upon by Contractor. The suspension will be initiated by Town. Written Notice documenting the suspension shall be delivered to Contractor. Contractor will resume work upon receiving another Written Notice from Town to proceed. Contractor may negotiate an increase in the total Contract price or an extension of the Contract time, or both, directly attributable to any suspension.

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

- A. Fails to begin the work under the Contract within the time specified in the "Notice to Proceed," or
- B. Fails to perform the work or fails to provide sufficient workers, equipment, or materials to assure completion of work in accordance with the terms of the Contract, or

- C. Performsthe work unsuitably or neglects or refuses to remove materials or to perform new work as may be rejected as unacceptable and unsuitable, or
- D. Discontinues the prosecution of the work, or
- E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- G. Allows any final judgement to stand against him unsatisfied for a period of ten (10) calendar days, or
- H. Makes an assignment for the benefit of creditors, or acceptable manner, or
- I. Is otherwise in breach of the Contract and has failed to remedy the breach within ten (10) calendar days of written notice of the existence of the breach, or
- J. Fails to provide safe conditions for his workers and/or the general public, or
- K. Fails to pay subcontractors in accordance with Section 8.27 Payments to Contractor.

If Town considers Contractor in default of the Contract for any listed reason, Town shall immediately give written notice to Contractor and Contractor's Surety as to the reasons for considering the Contractor in default and Town's intent to terminate the Contract.

If Contractor or Surety, within a period of ten (10) calendar days after notice, does not proceed in accordance therewith, then Town shall have, upon written notification of the facts of the delay or neglect, the power and authority without violating the Contract, to take the prosecution of the work out of the hands of Contractor. Town may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of the Contract according to the terms and provisions thereof, or use any other methods, as in the opinion of Town, will be required for the completion of the Contract in an acceptable manner.

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

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

Upon several calendar days written notice to Contractor, Town may, without cause and without prejudice to any other right or remedy of Town, elect to terminate the Agreement. In that case, Contractor shall be paid (without duplication of any items):

- A for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such work:
- B. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead on those expenses;
- C. for reasonable costs incurred in settlement of terminated contracts with subcontractors, suppliers, and others: and
- D. for reasonable expenses, directly attributable to termination

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

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

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

Issuance of Notice of Completion and Final Acceptance by Town: Upon completion of the project, a final inspection shall be requested by Contractor, in writing, and Town will make an inspection within seven (7) calendar days. If all construction provided for and contemplated by the Contract is found completed to satisfaction, that inspection shall constitute the final inspection and Town will make the final acceptance and issue a Notice of Completion to Contractor.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, Town will give Contractor the necessary instructions for correction, and Contractor shall immediately comply with and constitute the final inspection provided the work has been satisfactorily completed. In that event, Town will make the final acceptance and issue a Notice of Completion to Contractor.

Payments to Contractor: At the time a partial pay estimate is submitted, Contractor shall, at least ten (10) calendar days before each progress payment falls due (but not more often than once a month), submit to Town a partial payment estimate filled out and signed by Contractor covering the work performed during the period covered by the partial payment estimate and supported by data as Town may reasonably require. All partial and final pay estimates submitted by Contractor must be on a form that substantially conforms to Town's Standard Application & Certificate for Payment template, a copy of which is available from Town. If payment is requested on the basis of materials and equipment not incorporated in the work, title to those materials and equipment shall vest in Town, and Contractor shall supply, at the time of submission of payment estimate, supporting documents satisfactory to Town, to establish and protect Town's interest in materials and equipment, and Contractor shall maintain appropriate insurance on same until time as actual possession occurs. Town will, within fourteen (14) calendar days of presentation of an approved partial payment estimate, pay Contractor a progress payment on the basis of the approved partial payment estimate. All payments by Town must be mailed to Contractor via standard United States Parcel Post service

and postmarked within fourteen (14) calendar days of presentation to Town of an approved partial payment estimate. If Contractor desires an alternative payment method it will be the sole responsibility and expense, of Contractor to contact Town's Finance Department directly and request an alternative method, provided, however, that the Finance Department is under no obligation to agree to an alternative method unless it determines, at its sole discretion, that the request is reasonable and acceptable to the Finance Department. Town shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by Contract Documents. When the Contract is fifty percent completed, one-half of the amount retained shall be paid to Contractor provided the Contractor makes a written request for the payment and Contractor is making satisfactory progress on the Contract and there is no specific cause or claim requiring a great amount to be retained. After the Contract is fifty percent completed, no more than five percent of the amount of any subsequent progress payments made under the Contract may be retained providing Contractor is making satisfactory progress on the project, except that if at any time, Town determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under the Contract subsequent to the determination.

Contractor shall promptly pay each subcontractor, upon receipt of payment from Town on account of subcontractor's work, the amount to which subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to Contractor on account of the subcontractors' work. Contractor shall, by an appropriate agreement with each subcontractor, require each to make payments to sub-contractors in similar manner.

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

Contractor shall indemnify, defend and save Town or Town's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. Contractor shall, at Town's request, furnish satisfactory evidence that all obligations of the nature described above have been paid, discharged, or waived. If Contractor fails to pay lawful demands, the Town may, but without obligation, and after having notified Contractor, either pay unpaid bills or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed. In paying any unpaid bills of Contractor, any payment made by Town shall be considered as payment made under the Contract Documents by Town to Contractor and Town shall not be liable to Contractor for any payments made in good faith.

If any payment to Contractor is delayed after the date due, interest shall be paid at the rate of one percent per month or fraction of a month on such unpaid balance as may be due. If Town fails to make payment sixty (60) calendar days after final completion and acceptance, including any retained amounts (subject to the presentation of waivers and releases as required by Section 8.28 below), in addition to other remedies available to Contractor, interest shall be paid at the rate of one percent per month or fraction of the month on unpaid balance as may be due, except for that amount necessary to pay the expenses Town reasonably expects to incur in order to pay or discharge the expense determined by Town in the finding justifying the retention or delay. Interest does not accrue on payments made after sixty (60) days when made in

connection with the Town's actions to pay Contractor's unpaid demands by the parties listed in the immediately preceding section.

City may require Contractor to furnish partial releases or liens executed by all persons, firms, and corporations who have furnished labor services or materials incorporated into the work during the period of time for which the progress payment is due, releasing the lien rights as these persons, firms or corporations may have for that period. If any of the laborers, subcontractors, or material men service upon Town a "Notice to Town", or otherwise put Town on notice that they are owed any unpaid money by Contractor, Town shall have the right to pay these persons directly, and Town shall receive a credit upon the Contract sum.

Acceptance of Final Payment and Release: Upon completion of the project, a Final Inspection shall be requested in writing by Contractor. Following Town's acceptance of the work, Town will issue a Notice of Completion to Contractor. Release of retained amounts may not be delayed without a specific written finding by Town of the reasons justifying the delay in payment. No later than sixty (60) calendar days after the issuing of the Notice of Completion, and subject to Contractor's presentation of the necessary number of the Unconditional Waiver and Lien Releases (see Section 7.3) from all subcontractors, Town will pay to Contractor the entire sum due after deducting all previous payments and all amounts retained under the provisions of the Contract. All previous prior partial estimates and payments are subject to correction in the final estimate and payment.

The acceptance by Contractor of final payment operates as an unconditional release by Contractor of Town for any claims and all liabilities which may be asserted by Contractor against Town for every alleged act and neglect of Town, as well as Town's agents and employees, relating to or arising out of the work. Any payment by Town, however, final or otherwise, does not release Contractor or Contractor's agents or employees, or Contractor's Sureties, from any obligations they may have under the Contract Documents or the performance and payment bonds.

The Contractor shall maintain books, records, and documents of all costs and data in support of the services provided. The Town of Parker or its authorized representative shall have access to and the right to audit the books, records, and documents of the Contractor. These provisions for an audit will give the Town of Parker unlimited access during normal working hours to the Contractor's books and records as they pertain to this Contract.

Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the Town of Parker for a period of five (5) years all its books, records, documents and other evidence bearing the costs and expenses of the services relating to the work hereunder.

In addition, since this Contract is funded under a grant from a Federal agency, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and works of the Contractor which are directly pertinent to a specific Federally funded program for the purpose of making audits, examinations, excerpts and transcriptions.

Insurance: Contractor shall purchase and maintain the following insurance during the term of the contract:

- A. Commercial General Liability and Property Damage Insurance including vehicle coverage protecting Contractor from all claims or personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether the

operations be by Contractor or by any subcontractor, or anyone directly or indirectly employed by Contractor or by a subcontractor. Insurance shall be written with a limit of liability to include primary and excess coverage in an amount not less than \$2,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage.

- B. Fire and Extended Coverage Insurance upon the project to the full insurable value thereof for the benefit of the property owner.
- C. Workmen's Compensation Insurance in the limits as required by the State of Arizona, including occupational disease provisions, for all of his employees at the site of the project and in the case any work is sublet, Contractor shall require subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all employees unless the employees are covered by the protection afforded by Contractor.

Certificates of Insurance for all required coverages and acceptable to Town, shall be filed with Town prior to commencement of the work and naming Town as additional insured party by endorsement. These certificates shall contain a provision that coverages afforded under the policies will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) calendar days prior Written Notice to Town.

Insurance shall be procured and maintained at Contractor's own expense, during the Contract time, and with an insurance carrier possessing an A.M. Best rating of no less than "A".

Contract Security: Contractor shall within ten (10) calendar days after the receipt of the Notice of Award, furnish Town with a Performance Bond and a Payment Bond in sums equal to the amount of the Contract price, conditioned upon the performance by Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents.

The bonds shall be executed by Contractor and a corporate bonding company licensed to transact business in the State of Arizona and the company issuing bonds shall possess, at a minimum, an "A" rating based upon the most recent issue of the A.M. *Best Insurance Guide*. The expense of these bonds shall be borne by Contractor.

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

Indemnification: To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Town and property owner and their agents, employees, appointed and elected officials from and against all claims, damages, losses and expenses, including but not limited to: attorney's fees arising out of or resulting from the performance of the work, provided that any claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent *act* or omission of Contractor, a subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party identified hereunder. The obligation shall not be construed to

negate, abridge or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described herein.

In any and all claims against Town or property owner, or any of their agents, employees, appointed and or elected officials or by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation of benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit act or other employee benefits acts.

Separate Contracts: Town reserves the right to let other contracts in connection with this project. Town may also perform additional work related to the project or may let other contracts containing provisions similar to these. Contractor shall afford other contractors who are parties to those contracts (or Town if performing the additional work with its own forces), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate this work with the work of other contractors.

Subcontracting: Contractor may utilize the services of specialty subcontractors on those parts of the work which come under normal contracting practices or are typically performed by specialty subcontractors , provided Contractor, as soon as practical after the award of Contract, furnishes to Town in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work, together with their Arizona contractor's license numbers. Town will promptly reply to Contractor in writing stating whether or not Town, after due investigation, has reasonable objection to any proposed person or entity.

Contractor shall not award work to subcontractors, in excess of forty-nine (49%) percent of the Contract price without prior written approval of Town.

Contractor is fully responsible to Town for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

Contractor shall not employ any subcontractors that are not properly licensed with the Town of Parker and the State of Arizona. Changes of subcontractors listed with the proposal shall be made only with the approval of Town.

Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and Town. Contractor shall be fully responsible to Town for the acts and omissions of subcontractors, and of persons employed by them, as Contractor is for the acts and omissions of persons directly employed by him.

Guarantee: Except as otherwise specified, all work shall be guaranteed by Contractor, including the work performed by Subcontractors, against defects resulting from the use of inferior materials, equipment, or workmanship for a period of one (1) year from the date of the Notice of Completion is issued by the Town, or within any longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents.

The performance bond shall remain in full force and effect through the guarantee period.

GUARANTEE

Contractor agrees to execute a written guarantee to Town in substantially the following form:

Guarantee for the Water Tanks Rehabilitation Project

Contractor hereby guarantees that the improvement which have been installed, including the work of subcontractors, for the Town, specifically described as:

WATER TANKS REHABILITATION PROJECT

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

Contractor agrees to repair and replace any or all work included in the improvement, together with any other adjacent work which may be displaced or damaged by so doing. That may prove to be defective in its workmanship or material within a period of one year from the date of acceptance of the above-mentioned improvement by Town. Ordinary wear and tear and unusual abuse or neglect excepted. Contractor agrees that any defect may be noted and proper work requested by Town

In the event of Contractor's failure to comply with the above-mentioned conditions within a reasonable period of time (as determined by Town) after being notified in writing by Town, Contractor authorizes Town to proceed to have the defects repaired and made good at the Contractor's expense and Contractor will honor and pay the costs and charges upon demand.

Signed: _____

Contractor

Local Representative to be contacted for service:

Name: _____

Address: _____

Phone No. _____ Email: _____

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

The failure of Contractor to execute the guarantee shall not affect the right of Town to rely on and enforce the guarantee and the obligations respectfully assumed by Contractor under this section.

Dispute Resolution: All disputes should be resolved through the good faith, efforts of representatives of Town and Contractor whom have the authority to reach settlement of the dispute. If disagreement persists both parties may mutually agree that all claims, disputes and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment, be decided by arbitration in accordance with the American Arbitration Association or any other similar body. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law (§12-1501 et. Seq.) of the State of Arizona. The award rendered by the arbitrators shall be final, and judgement may be entered upon in any court having proper jurisdiction. The prevailing party is entitled to recover all costs and attorney's fees related to the arbitration.

If either Contractor or Town refuses to consent to arbitration of a claim, dispute, or any other matter in question arising out of, or relating to the Contract Documents or the breach thereof, then either party may initiate a lawsuit against the other to resolve such claims, disputes, and/or matters in question arising out of or in any way related to the Contract Documents or the alleged breach thereof. The parties agree that any lawsuit filed by either party to the Contract against the other shall be filed in the Mohave County Superior Court.

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

Severance/Governing Law: If any provision contained in the Contract is found to be contrary to the applicable law, then it shall be severed, and the remaining provisions of the Contract shall remain in full force and effect. The Contract shall be governed by the laws of the State of Arizona.

Conflicts within Plans or Specifications: If there is a conflict between sections of the Specifications or between the Plans and Specifications, the following list of priorities shall be used to resolve the conflict:

- A. Executed Change Orders
- B. Addenda
- C. Contract Agreement
- D. Special Provisions
- E. General Conditions
- F. Invitation to Bid and Bid Documents
- G. Supplemental Specifications
- H. Technical Specifications
- I. Plans
- J. Referenced Standard Specifications or other Documents

Nondiscrimination: Contractor, in compliance with the Town's non-discrimination duties of Title VI of the Civil Rights Act of 1964, certifies that with regard to the work performed pursuant to this Contract, that it will not discriminate on the grounds of race, color, sex, religion, creed, age, physical or mental disability, or national origin or ancestry in any contracts with the public and in the selection and retention of employees or subcontractors, nor in the procurement of materials and leases of equipment. Contractor must comply in all applicable respects, with the Americans with Disabilities Act.

Equal Employment Opportunity: Contractor agrees to comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by 41 Code of Federal Regulations Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

Integration: This Contract represents the entire agreement between the parties hereto and supersedes any and all prior negotiations or representations, either written or oral. Amendments or modifications to the Contract shall be in writing, signed by both parties, or by Change Orders.

Hazard Communication Program: All contractors working on Town projects shall submit a copy of their hazard communications plan to the Town Inspector and the Town's Risk Management Division prior to the commencement of work on any project.

Federal Certifications: Contractor understands that the project is funded with federal grant monies and agrees to abide by all applicable federal certifications required of the project as incorporated herein and specifically set out in Article 11

Written Acknowledgement of Federal Funding (if Applicable): All published materials, including printed products, publications, articles, media *events*, news releases, written material related to public appearance or interviews, public service announcements or other activity related to this project shall reflect the relationship between Parker and the Federal (if applicable) awarding agency, and shall reflect the following statement in legible, easily readable print:

"This is being funded by a Contract under a **Community Development Block Grant** to the **Town of Parker** from the **Arizona Department of Housing (ADOH)** and the **U.S. Department of Housing and Urban Development (HUD)**. ADOH and HUD funding is not an endorsement of any products, opinions, or services. All ADOH and HUD funded programs are extended to the public on a non-discriminatory basis."

Copeland "Anti- Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276C): If this contract exceeds contracts and sub-grants of \$2,000 for construction, Contractor agrees to comply with Copeland "Anti-Kickback Act" (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3 "Contractors and Subcontractors on Public Building or Public Work Financed with Whole or Part by Loans or Grants from the United States"). The Act provides that each Contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of the public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Disbarment and Suspension (E.O.'s 12549 and 12689): No Contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.'s 12549 and 12689, "Disbarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractor's declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract exceeds \$25,000.00, the Contractor shall complete the attached required certification regarding its exclusion status and that of its principal employees.

Davis Bacon Act: As amended (40 U.S.C. 276 a to a-7) - When required by Federal Program legislation, all construction contracts awarded by the recipients and sub-recipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at the rate not less than the minimum wages specified in wage determination made by the Secretary of Labor. The contractor shall abide by the attached "Wage Rate Determination" provided by the Wage Determinations Online.gov in relationship to this project. In addition, contracts shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of the contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal Awarding agency. **This project does not have Davis Bacon requirements**

Intangible Property: It is understood by the Contractor that this Contract is funded by Federal funds under a grant, and that the Federal award agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce or otherwise use any copyrighted work or other data first produced under the award for Federal purposes, and to authorize other to do so. The Town of Parker and the Contractor are also subject to all applicable regulations governing patents and inventions, including government-wide regulations issued by the U.S. Congress or by other federal body having jurisdiction.

Federal Labor Standards Provisions:The federal "Fair Labor Standard Provisions" as described in HUD Form 401O (attached) apply to this contract, and by submitting a proposal under this RFP, a Contractor agrees to be bound by the provisions described therein (including the use of Department of Labor Approved Payroll Reporting and Compliance Forms LS-4 and LS-5). Contractor shall submit signed LS-2 (and where applicable in relationship to sub-contractors, signed LS-3). "CDBG Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements" along with any proposal submitted under this RFP.

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 the 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 people, 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; and 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. The Contractor will not sub-contract with any subcontractor where the Contractor has notice or knowledge that the subcontractor 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 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 (i) preference and opportunities for training and employment shall be given to the Indians, and (ii) preference in the award of Contracts and subcontracts 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).

ARTICLE 9 - SPECIAL PROVISIONS

Special Provisions:

Scope: These Special Provisions supplement and modify the General Conditions, Special Provisions, Technical Specifications, Supplemental Specifications and Construction Drawings (Plans). All requirements and provisions of the General Conditions, Special Provisions, Technical Specifications, Supplemental Specifications and Plans apply except where modified by these Special Provisions.

Project Description:The Project consist of the removal and replacement of a ten thousand (10,000) gallon water pressure tank. This will include placement of new tank, installation of valves, and plumbing and all other duties reflected in the specifications.

Definition of Terms: Wherever in these documents the word "Owner" appears, it shall be understood to mean the Town of Parker, Arizona. Wherever in these documents the word "Contractor" appears, it shall be understood to mean the party or parties contracting with the Owner to perform the work.

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

Compliance with Laws and Labor Material Requirements: The Contractor shall conduct the work in compliance with all existing state and national laws and county and municipal ordinance and regulations limiting or controlling the work in any manner. Particular attention is called to the following State of Arizona Laws:

- A. Employment of aliens on Public Works prohibited. Arizona Revised Statute §34-301 and Residence requirements for employees, Arizona Revised Statute § 34-302.
- B. Workman's Compensation Insurance. All personnel working on the project shall be covered by Workman's Compensation Insurance as provided or approved by the Arizona Industrial Commission in accordance with Arizona Revised Statute §23-901 et. Seq.

Copies of Documents: The Owner will furnish to the Contractor up to two (2) copies of the Contract Documents in hard copy (paper) format as are reasonably necessary for the execution of the work. Additional copies will be furnished upon request, for the cost of reproduction.

Drawings of Record: Two additional sets of contract documents will be provided to the Contractor at no charge for the purpose of showing the work as actually installed. These Contract Documents are to be kept at the job site, maintained in good condition, and marked

daily by the Contractor as the work proceeds. The Contract Documents shall be kept available for inspection by the Owner at all times and shall be kept up to date.

Contract Time: The contract time for this project is 120 calendar days or less after Notice to Proceed.

Surveys: The Contractor shall layout the work, in accordance with the drawings, shall establish all necessary lines, etc., required to complete the work in accordance with the contract documents. The Contractor shall employ an experienced and competent Arizona Registered Land Surveyor (R.L.S.) satisfactory to the Owner to layout the work, and to verify lines and elevations as the work progresses. Surveying shall be considered incidental to the various contract bid items and no additional compensation will be made for this work.

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

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

Inspection of the Work: The Owner intends to assign an inspector for the project. The inspector will be available for a forty (40) hour period during the week from Monday through Friday during the period of the Contract. In the event the Contractor elects to work outside the forty (40) hour weeks that occurs between Monday through Friday, such as Saturday, Sunday, or legal holidays, in accordance with Section 8.22 of the General Conditions the Contractor will be responsible for all inspection, engineering, and testing costs incurred during that period. For any inspection work performed on Saturday, Sunday, or local municipal holidays the minimum chargeable time shall be four (4) hours. The Owner reserves the right to deduct these additional inspection, engineering, and testing costs directly from the Contractor's payments.

Water, Power, and Sanitation:

- A. Water: Water is available from the water utility companies located in the Town of Parker at a cost to be determined by the company and payable by the Contractor. The Contractor shall make all arrangements to obtain a hydrant meter, from the water utility company for the purpose of metering the use of water on the project. The Contractor shall adhere to all conditions stated in the Meter Application, including the payment of a deposit for the meter, return of the meter to the water utility company each month during the project for reading, and notification to the water utility company prior to any change in location of the hydrant meter. The maximum water to be drawn off a hydrant at any time will be determined by the water utility company. Water shall be drawn off hydrants approved by the water utility company or their authorized representative.
- B. Power: All power for lighting, operation of Contractor's plant or equipment or for any other use as may be required for proper completion of the work to be performed under the provisions of these Contract Documents, shall be provided by Contractor at his sole cost and expense.

- C. Sanitation: Contractor is responsible for acquiring and maintaining all restroom facilities in accordance with all applicable Federal, State, and Local laws.

Burning of Vegetation: No burning of vegetation will be allowed.

Materials Testing:

- A Construction Testing: The materials and workmanship provided during construction will be tested on a regular basis by the Town Inspector, provided, however, that the Contractor shall provide all sampling and testing required to confirm that the products and materials to be provided meet the contract requirements, prior to the start of construction. The Town Inspector shall not provide any sampling or testing prior to the start of construction to determine the acceptability of the products and materials to be provided by the Contractor. It shall be the responsibility of the Contractor, at no additional cost, to provide material samples for testing at the Owner's request. The Contractor shall include with their submittals, copies of all test results confirming the acceptability of the products and materials to be utilized on the project.

The Contractor shall be responsible for charges resulting from failed tests: costs for retesting shall be based upon hourly and/or individual test rates. In the event of any portion of the project is rejected because of substantial work, all materials, testing, engineering and inspection costs associated with corrective measures shall be chargeable to the Contractor at the current respective rates.

The Contractor shall provide all sampling and testing necessary for their performance of the work before and during construction to insure their compliance with the Contract Documents, such testing shall be considered incidental to the various contract bid items and no additional compensation will be made, and no testing provided by the Owner shall relieve the Contractor from their quality control/quality assurance obligations. The Owner shall not be responsible for providing any sampling and testing before or during construction to assure the quality of the Contractor's work and materials, the Owner's only responsibility is to provide the acceptance testing the Engineer deems necessary to ensure that the finished work products meet the contract requirements.

- B Preliminary Materials Testing: All preliminary materials testing and mix design testing required by the specifications to ensure materials and mix designs are suitable for project use will be the responsibility of the Contractor at no additional cost to the Owner.

Cleanup and Pollution Control:

- A. General: The Contractor shall be responsible for the removal of all debris, litter and waste from the job site(s) and/or equipment maintenance area and the restoration of any and all areas affected directly or indirectly by the construction, transportation of equipment or materials and/or by the acts of neglect or omission by his employees. All trucks carrying debris, dirt, or aggregate base course shall be covered to prevent airborne pollutant (dust).

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

Such clean-up operations shall be on a daily basis. All pavement, concrete, brush, rocks, excess materials, etc. accumulated or removed during the course of construction must be disposed of in those areas designated by the Engineer or his authorized representative, including but not limited to the La Paz County Landfill. All costs for disposal, including gate or tipping fees, etc. are the responsibility of the Contractor. This material must be disposed of within ten (10) calendar days of time of removal. If the areas in question are not cleaned up to the satisfaction of the Owner, progress payments will be withheld until clean-up is completed and approved by the Town Inspector, or in the case of private projects, other legal action will be taken

B. Temporary Facilities: The Contractor shall provide temporary mailboxes and traffic control signs where necessary until completion of backfilling and clean-up.

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

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

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

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

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

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

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

F. Removal and Replacement of Signs, Mailboxes, Etc.: It is the responsibility of the Contractor to remove all poles, etc., which are located within the construction area and replace at the time of backfilling and clean-up in the locations determined by the Town Inspector. In the case of landscaping or other private items located in the construction area, the Contractor shall hand-deliver a written notice to all business, residences, and public facilities in that area stating his intentions to perform work and shall do so at least seven (7) calendar days prior to work commencing. If, at the time of construction these items are still in the construction area, the Contractor is to *remove* and dispose of them properly. All

signs and mailboxes shall be permanently installed within forty-eight (48) hours of construction of sidewalk.

G . National Pollutant Discharge Elimination System (NPDES) General Permit:

The Contractor shall assume all responsibility for complying with the requirements of the NPDES Phase II Construction Program and must submit an AZPDES permit to ADEQ that meets all the requirements of a General Permit for Discharge from Construction Activities to Waters of the United States and all ADEQ requirements.

At the time of the preconstruction conference the Contractor shall submit, for Town Inspector's approval, a program which includes all the measures which the Contractor proposes to take for the construction of permanent erosion control work specified in the contract and all the temporary control measures to prevent erosion and pollution of streams, lakes, and reservoirs.

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

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

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

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

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

At any time the Contractor proposes to change their schedule of operations, the Contractor shall review and update their erosion and pollution control program and submit it to the Public Works Director for approval.

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

Permanent erosion control and pollution prevention work specified in the contract, which is to be accomplished under any of the various contract items will be paid for by the bid item and considered incidental to that work.

The cost of any erosion control and pollution prevention work, which may be proposed by the Contractor in his/her program, in addition to that specified in the Contract, will be considered as included in the prices bid for contract items. There will be no separate payment for this item.

Temporary erosion control and pollution prevention work necessary for the Contractor to complete the various contract bid items shall be considered incidental to the bid items and the Contractor shall not be entitled to any additional compensation or an extension of contract time for any delays to the work to perform the temporary work.

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

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

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

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

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

Preservation of Bench Marks and Monuments: The contractor shall exercise caution to ensure that permanent bench marks, survey monuments, established property corners, survey lines, or points are not disturbed or damaged by this work. If any survey monuments, property corners, survey lines or points are damaged or disturbed, the Contractor's representative shall immediately notify the inspector. All survey monuments damaged or disturbed by this work shall be replaced by an Arizona Registered Land Surveyor (R.L.S.) after completion of the pavement removal and replacement operations and installation of underground facilities. A record of all monuments that have been disturbed and replaced must be recorded with the La Paz County Recorder's Office and a copy submitted to the Town's Public Works Department. All costs incurred to re-establish and record such points shall be the responsibility of the Contractor.

Disposal of Excess Material: Excess soil and unsuitable materials shall be removed from the site by the Contractor at his own expense and disposed of in accordance with the Contract Documents.

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

AWWA	American Water Works Association
MSHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AI	Asphalt Institute
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute (formally USA Standards Institute)
ASTM	American Society for Testing and Materials
NSF	National Sanitation Foundation
S.P.W.C.	Standard Specifications for Public Works Construction (Wherever written herein shall mean "Maricopa Association of Governments, Arizona Specification for Public Works Construction")
APWA	American Public Works Association

The governing specifications for this project will be the Maricopa Association of Governments (MQAG) Uniform Standard Specifications for Public Works Construction, 1998 Arizona including revisions through 2007, MAG Uniform Standard Details for Public Works Construction, 1998 Arizona including revisions through 2008, the Manual of Uniform Traffic Control Devices (MUTCD) 2003, ADOT Traffic Control Manual for Hwy Construction (Supplement) 1996, UNLESS OTHERWISE NOTED HEREIN, Reference ARIZONA DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS for ROAD AND BRIDGE CONSTRUCTION 2008.

Codes, Ordinances and Local Specifications: All work under this project shall be performed in strict accordance with these specifications and the Standard Specifications for Public Works Construction (SPWC). Where any conflict occurs between these plans and specifications and the local codes and ordinances in effect at the time, such codes and ordinances shall take precedence over these plans and specifications only of these plans and

specifications are inferior as to materials and workmanship called for by such codes and ordinances.

Interfering Structures and Utilities: The Contractor shall notify Arizona Blue Stake (1- 800-782-5348) at least three (3) working calendar days prior to any excavations.

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

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

If interfering structures or installations such as, but not limited to, vaults, manholes, valves, utility poles, guy wires, or anchors are encountered, the Contractor shall notify the Public Works Director and contact the appropriate utility or structure owner at least seven (7) calendar days in advance of construction to arrange for protection or relocation of structure.

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

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

In the event of interruption to any utility service as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. He shall cooperate with the said authority in restoration of service as promptly as possible and shall bear all costs of repair. In no case shall interruption of any utility service be allowed to exist outside working hours unless prior approval of the Town is received.

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

Air Quality - Operating Permits: The Contractor may be required to obtain registration certificates and/or operating permits for sources of air pollution.

Information concerning certificates and permits may be obtained from the Office of Air Quality Arizona Department of Environmental Quality.

Adjust Utilities to Finished Grade: All manhole rims, valve boxes, meter boxes, utility vaults, etc., are to be set to finished grade. The Contractor shall adjust sewer and water facilities

to finish grade in accordance with the specifications. Unless otherwise indicated on drawings, the adjustment of all utilities shall be considered incidental to other items and the Contractor shall not be entitled to any additional compensation or an extension of contract time for any delays to perform the work. It shall be the responsibility of the Contractor to coordinate with the various private utility companies so that they can adjust their facilities to finish grade at an appropriate time.

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

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

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

Public Safety and Traffic Control: Every attempt shall be made to provide public safety during the construction of the project. Traffic control shall be performed in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), published by the Federal Highway Administration (FHWA)

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

The Contractor shall submit for approval a traffic control and barricade plan within ten (10) calendar days of receipt of Notification of Award of Contract. There shall be deviations from the approved barricades plan unless a revised barricade plan is submitted and approved. The Contractor shall issue a news release once a week for the duration of the project. The release will be published in Sunday's newspaper and shall indicated the area in that the Contractor will be performing work for that week.

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

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

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

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

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

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

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

Every attempt shall be made to provide public safety during the construction of the project. Traffic control shall be performed in accordance with Section 401 of the most current version of the Maricopa Association of Governments (MAG) Uniform Standard Specifications for Public Works Construction and these Contract Documents. No person shall be cut off from access to his residence or place of business for a period exceeding six (6) hours, unless the Contractor has made a special arrangement with the affected persons. In addition, no work will be scheduled which will interrupt regular trash pickup to either residential or commercial properties. It will be the Contractor's responsibility to coordinate his activities with the local trash haulers.

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

Temporary Facilities on Site:

- A. General: Not all of the temporary facilities on site referred to in this subsection are anticipated for the project. Contractor is responsible for identifying to the Town the temporary facilities required on site. Except as otherwise provided, the Town will bear no costs of temporary facilities and their removal.
- B. Temporary Utility Services: The Contractor shall provide temporary electric power as necessary for the execution of the work, including that required by all subcontractors. He shall make the necessary arrangements with Town, shall bear all costs for these temporary services and shall furnish and install all necessary transformers, metering facilities and distribution centers from branch circuits as he may require.

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

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

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

- C. Temporary Structures: Prior to starting work, the Contractor shall, as directed by Town, provide and maintain suitable temporary office facilities for the duration of the project as required for the Contractor's administration: and all necessary sheds and facilities for the proper storage of tools, materials and equipment employed in the performance of the work.
- D. Toilet Facilities: The Contractor shall provide and maintain temporary toilet facilities for the duration of operations, which shall be maintained in a clean and sanitary condition acceptable to Town and in full compliance with applicable regulations of any public authority.
- E. Telephones: The Contractor shall provide, maintain and pay for telephone services for the duration of the work as required for the Contractor's operation.
- F. Fence and Barricades: The Contractor shall provide such protective fences and barricades as he may deem necessary for public safety and to protect his storage areas and the work in place. The location and appearance of all fences shall be subject to the approval of the Town.
- G. Contractor Parking: The Contractor shall not park his equipment, nor allow his personnel to park, in any area except those specifically designated by the Town.
- H. Temporary Living Quarters: Temporary living quarters shall not be allowed on the job site or on publicly owned properties. In addition, all Town of Parker Zoning Codes for the area in questions shall be strictly adhered to.
- I. Removal of Temporary Construction: The Contractor shall remove temporary office facilities, toilets, storage sheds and other temporary construction from the site as soon as, in Town's opinion, the progress of work permits. He shall recondition and restore those portions of the site occupied by the same to a condition equal to or better than it was prior to construction.

Access to Washes:

- A. The Contractor shall have access to the washes via public streets and/or private easements only. For the purposes of this subsection "private easement" means an agreement by and between the Contractor and a property owner, in writing authorizing the Contractor to travel across the

property owner's real property in order to have ingress or egress to a wash or portion thereof. Such agreements, if any, shall be filed with the Public Works Department before the Contractor may exercise the rights there under granted. Access to any wash or portion thereof by any means not in compliance with the terms of this subsection shall be deemed in trespass and a breach of the terms of the agreement.

- B. Violations of the provisions of subsection (a) hereof, shall entitle the Town to deduct the sum of One Thousand Dollars, (1\$1,000.00) form the monies due to Contractor as and for liquidated damages for each such violation. For the purposes of this subsection, each entry by a vehicle upon land for which Contractor has not received permission to enter shall be deemed a separate violation of subsection (A) hereof.

Coordination and Cooperation With Utility Companies and Other Trades:

- A. Coordination/Interruption: The Contractor is responsible to coordinate work with all utility companies and other trades, on or affecting the job, for an efficient and effective execution of the complete project. The Contractor shall carefully examine all work that may conflict, and plan removal and/or installation details in advance of the construction to avoid any such conflict. Failure on the contractor's part to coordinate with any and all utilities, public or private, shall preclude the Town's consideration for additional time or cost.
- B. Permission Required:Utility mains and utility service to buildings shall not be cut off or otherwise interrupted without the Contractor obtaining permission from the Owner in each and every instance.
- C. Scheduling of Interruptions: Where utilities serve facilities or buildings in use, interruptions in service shall be scheduled during the hours when the facility is not in operation. Any overtime costs occasioned thereby shall be regarded as incidental to, and included within, the contract sum.
- D. General Requirements: Prior to interrupting any utility service, the Contractor shall ascertain that he has the proper materials, together with adequate workmen and equipment, to complete the work with a minimum of delay.

Review of Project Site: The Contractor shall be responsible for reviewing the entire extent of the proposed project and assuring a full understanding of the existing conditions of the sites. No allowances will be made after bidding for conditions on site, and the Contractor shall be responsible for furnishing all labor and materials necessary to carry out the provisions of the Contract.

Town Contingency: PART 1

- GENERAL

1.1 - Description of Work

The work to be performed in accordance with this article includes additional work that is outside the general scope of the proposed project. The work to be performed shall be specifically requested in writing by the Town or Public Works Director. and the work shall not be performed until authorized by the Owner in writing, in accordance with Section 3.2 of this article. As the project is completed, it is anticipated that the Town may request additional work to be performed that currently is not part of this Contract and it is the intent that the requested work shall be performed in accordance with this article.

PART 2- MATERIALS

2.1 - General

Any materials utilized under this article shall conform specifically with the appropriate Materials section of these specifications unless the Town specifically requests in writing a deviation from the specifications. If the materials are not covered by an appropriate specification of this document, then the Town will provide a written specification for the materials requested.

PART 3 - EXECUTION

- Workmanship

Furnish all materials, equipment and labor required to complete the work. All workmanship shall meet or exceed the appropriate specifications included in this document or any supplemental specifications that may be provided. Perform work in accordance with the contract Plans or in accordance with any supplemental plans that may be provided by the Town.

- Written authorization required before commencing work

No work to be paid for under this Town Contingency article shall be performed until the Contractor has formally provided in writing to the Town the appropriate documentation to confirm the cost, quality, quantity and any such changes in contract time as may be warranted by the additional work, and the Town has issued approval in writing to perform the work and the cost that will be paid for the work. The Town shall have no responsibility to pay for any work performed by the Contractor under this article that has not received prior written authorization from the Town.

PART 4- MEASUREMENT AND PAYMENT

- Measurement

The method of measurement shall be in accordance with the appropriate specification or as included in specific written instructions from the Town or the Public Works Director.

- Payment

Payment for work performed under this article shall be made for those items specifically requested in writing by the Owner. The value of any work performed in this article shall be determined by one or more of the following methods in the order of precedence listed below:

- A. Unit prices previously approved
- B. An agreed lump sum
- C. The actual cost for labor, materials, supplies, equipment and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of the general overhead and profit.

The amount specified for Town Contingency in the Bid Documents is an estimate that is provided so each potential bidder has an equal opportunity in the bidding. The amount does not in any represent what work may be requested or the quantity of the work. The Contractor shall only be compensated for the actual work requested and performed. A final Change of Order will be issued to reflect the amount of work actually completed to adjust the final contract amount.

Payment for any additional work authorized by the Owner under this article shall be made under the bid item "Town Contingency", and shall be assigned an alphabetical sub-item number, in ascending order, and indicated as such on the authorizing paperwork noted in Section 3.2 of this article. All subsequent Progress Payment Applications shall include each authorized Owner Contingency sub-item, and the remaining funds in the Town Contingency main bid item, (i.e. the difference between the original Town Contingency in the project less all Town Contingency sub-items authorized by the Town.) shall be indicated in the Progress Payment Application under the original bid item number for Town Contingency. At no time shall the sum of the Town Contingency main bid item indicated in the Bid Schedule (Article 3).

ARTICLE 10 - CONSTRUCTION SPECIFICATIONS DRAWINGS

CONSTRUCTION SPECIFICATIONS AND DRAWINGS

The construction drawings in this article are an integral part of the Contract Documents for this project

SECTION 13800

HYDROPNEUMATIC STEEL PRESSURE TANK SYSTEM



PART I - GENERAL

1.1 DESCRIPTION

A. Scope:

1. This section covers the 1 0,000 gallon hydropneumatic steel pressure tank system appurtenances and accessories to be provided as indicated on the Drawings, specified and required for a complete, fully functioning system. The hydropneumatic steel pressure tank system shall be commissioned in accordance with this section. The hydropneumatic steel pressure tank system shall be cleaned, disinfected and tested in accordance with this section. The hydropneumatic steel pressure tank system shall be coated in accordance with this section.

GENERAL

- A. Equipment furnished and installed under this section shall be fabricated, assembled, erected, and placed in proper operating condition in full conformity with the drawings, specifications, engineering data, and instructions.
- B. Each item shall be furnished and installed complete with all accessories required for proper operation, all components indicated on the drawings or specified, and all additional materials or construction required by the design of the tank.
- C. General Equipment Stipulations. The General Equipment Stipulations shall apply to all equipment furnished under this section.
- D. Governing Standard. Except as modified or supplemented herein, design, materials, fabrication, erection, and testing of the pressure tank shall conform to the all sections of ASME Boiler and Pressure Vessel Code for Unfired Pressure Vessels.
 1. The tank shall bear the stamp of the National Board of Boiler and Pressure Vessel Inspectors and the manufacturer's number as registered with the National Board.
- E. Permanent Identification. The tank shall be stamped with the following information:
 1. Manufacturer's name.
 2. Maximum allowable working pressure
 3. Manufacturer's serial number.
 4. Date of manufacture.
 5. Thickness and tensile strength of shell steel.
 6. Thickness and tensile strength of head steel.

Town of Parker

Well Site #6 Hydropneumatic Tank Replacement
Hydropneumatic Steel Pressure Tank System

Section 13800-1

SUBMITTALS

- A. Complete shop erection drawings and specifications covering materials to be furnished, dimensions, sizes and thicknesses of plates and members, details of welded joints, fabrication and erection of steel work, fittings, and all accessories shall be submitted in accordance with the submittals section.
1. Test results of the standard hydrostatic test performed upon the tank shall be submitted in accordance with the submittals section.
 2. If the design of the tank utilizes radiographic examination of welds, copies of the results of the examination shall be submitted in accordance with the submittals section.
 3. Data shall include all horizontal and vertical loadings, anchor bolt (if any) sizes and locations, and maximum loads imparted to the support foundation.

PART 2 -PRODUCTS

DESCRIPTION AND DESIGN REQUIREMENTS.

- A. The tank shall be steel, electrically welded, horizontal cylindrical, with skirted ellipsoidal or torispherical dished head of quality steel of 55,000 psi minimum tensile strength. Head and shell material shall be minimum 3/8 inch thickness. Outlets shall be the sizes indicated and locations shown on the drawings. The tank shall be designed and rated for a minimum working pressure of 250 psi.

MATERIALS AND CONSTRUCTION.

- A. Fittings, manholes and flanged pipe outlets shall be welded to the tank on both inside and out. All horizontal and circumferential welding of shell and the dished head shall be of the double welded butt joint type,
1. Welding on the interior of the tank shall be done in such a manner so as to not have any area that cannot be painted and tested. Couplings installed on the bottom side of the tank shall be installed flush with the bottom. Backing strips used during the construction of the tank shall be removed.
 2. All slag, weld metal accumulation and splatters by chipping and grinding shall be removed. All sharp edges shall be peened or ground smooth.

TANK ACCESSORIES

- A. The tank shall be installed with all accessories as shown on the drawings. All accessories shall be rated for the working pressure of the tank.
1. Air Safety Relief Valve. Valve shall be bronzed body, side discharge, with male threaded inlet and female threaded outlet, and malleable iron lifting lever. Valve shall have a pressure rating of 250 psi. Pressure setting shall be coordinated with the OWNER before being ordered. Valve shall be 2" size, Kunkle model 6010 or approved equal.
 2. Water Sight Glass. A Jogler sight glass shall be provided. Sight glass shall be of the ball check type which automatically and instantly closes in case of glass breakage. Sight glass shall be furnished for 36 inch centers. Sight glass shall have a stop cock to drain with ball valve. Sight glass shall be installed with isolation ball valve,
 3. Air Compressor. The air compressor shall be a 115/230 volt Air Rite Model 610 Air Volume Control set to manufacturer's specifications.
 4. Access Hatch. Access Hatch shall be 16" in diameter.

Town of Parker

5. Pressure Switch. The pressure switch shall be a Mercoid switch, 2-100 psi, with stainless steel wetted connections, set to 45/55.
6. Pressure Gauge. Pressure gauge shall be 4" in diameter and rated for 0-150 psi.
7. Tank Supports. Tank supports shall be designed by the tank manufacturer to fit the existing concrete supports as indicated on the drawings.

TANK SUPPORTS

- A. The tank shall be supported with steel supports anchor bolted to the concrete slab. The tank support structural design shall be performed by a registered structural Engineer for the appropriate seismic zone, as directed by the OWNER.

PART3-EXECUTION

PAINTING

- A. The interior and exterior of the tank and all accessories shall be painted.
- B. All surfaces which will be in contact with potable water including the complete interior of the steel pressure tank system, accessories and appurtenances shall be coated in the shop, after fabrication with a NSF 61 certified coating.
- C. The exterior surface of the steel pressure tank system, accessories and appurtenances shall be coated in the shop after fabrication.
- D. The exterior of the tank shall be painted with Tnemec Series 1075 Endura Shield II in the color finish of Chamois 52BR; 1 coat, 3-5 dry mils.
- E. Ferrous Metals including all Ferrous Piping, structural steel, miscellaneous ferrous metals and the service entrance section; Exterior, Non-submerged:
 1. Surface Preparation: SSPC-SP6 Commercial Blast Cleaning as specified in Paragraph 3.2.
 2. Exterior non-submerged applies to areas that are not housed within a building or structure, and that are not located within process and/or water carrying structures or tanks.
 3. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Primer: 66 H-B. Epoxoline - 2 coats, 2-3 dry mils per coat.
 - 2) Intermediate: 69 RB. Epoxoline II - 1 coat, 4-6 dry mils.
 - 3) Finish: 75 Endura-Shield - 1 coat, 3-5 dry mils per coat.
 - b. Or equal.
- F. Submerged or Intermittently Submerged Ferrous Metals; Interior and Exterior (including pump appurtenances):
 1. Definition: Submerged shall apply to all metals below the maximum water surface elevation in open top structures unless otherwise noted or otherwise shown; and to all metals within liquid carrying structures that are covered, including all metal interior surfaces of the steel pressure tank system. This shall apply to all metals whether intermittently or continuously submerged.
 2. Surface Preparation: SSPC-SP 10 Near-White Blast Cleaning as specified in Paragraph 3.2.
 3. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:

Town of Parker

- 1) Shop Primer: Series 20 Peta-Pox - I coat, 4.0 to 5.0 dry mils, 180-225 square feet per gallon,
 - 2) Field Primer or Field Touchup: Surface preparation as specified.
 - 3) Finish: Series 20 Pata-Pox - 2 coats, 4.0 to 6.0 dry mils each coat, 120-180 square feet per gallon.
- b. Or equal.

CLEANING

- A. Surfaces shall be dry and free from grease, oil, dirt, dust, grit, rust, weld flux, slag, weld splatter, and other objectionable surfaces. The tank shall be cleaned by a high-speed power wire brushing or by blasting to the extent recommended by the coating manufacturer. Welds shall be scraped, chipped, and brushed to remove all weld splatter.

TESTING

- A. Leak Test.
- I. The tank and its components shall be hydrostatically tested at 1.5 times rated working pressure, immediately following installation and before any dynamic testing. Test period shall be 4 hours minimum and all leaks detected shall be repaired immediately.
- B. Functional Test
- I. Provide a dynamic test of hydropneumatic tank systems in response to flow startup and stoppage. The number of pumps shall be increased one at a time, with pressures being recorded for dynamic operation of each pump combination. This latter procedure shall be used for both startup and shutdown of flow.
 2. The CONTRACTOR shall provide to the ENGINEER a complete report of each test performed within 10 days after test completion. Report shall include the following:
 - a. Date and time of all testing.
 - b. Description of method of testing including pumping combinations, pressure records, etc.
 - c. Description of any failure, connections and repairs.
 - d. Signature of the CONTRACTOR and manufacturer's representative.

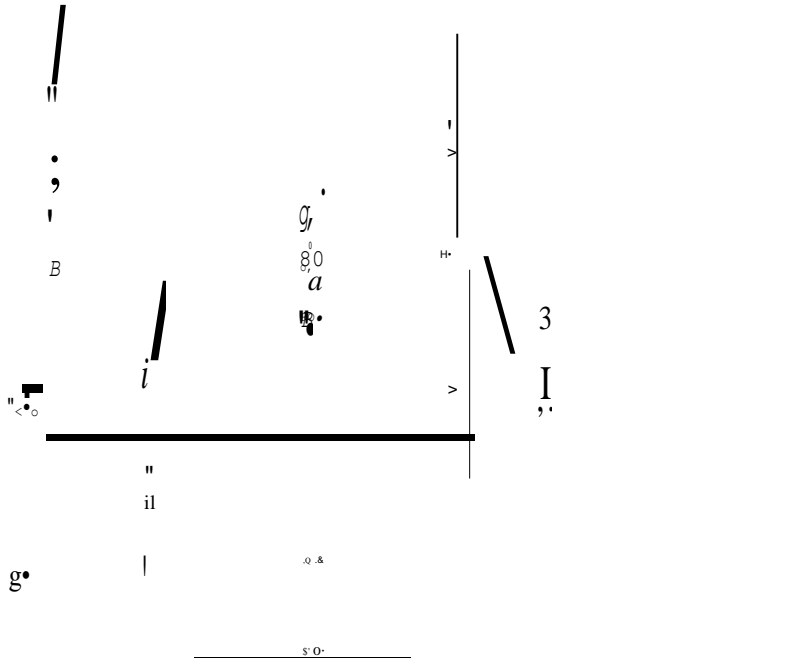
MANUFACTURER'S FIELD SERVICE

- A. A factory trained representative shall be provided for installation supervision, startup and test services, operation and maintenance personnel training services and commissioning. The representative shall make three visits to the site. The first visit shall be for assistance in the installation of equipment. The second visit shall be for checking the completed installation, startup and commission the system.
- B. All costs, including travel, lodging, meals and incidentals shall be considered as included in the CONTRACTOR'S lump sum Contract Price.

++END OF SECTION++

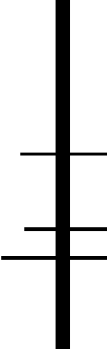
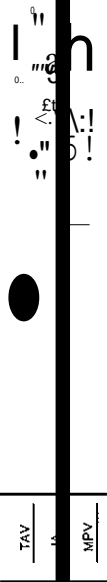
Z
Z
0
t
Z
C

t



FOR MORE INFORMATION
CALL FOR THE BLUE STAMP
PROJECT NO. 18-0000000000
DATE: JULY 2018
SHEET 2 OF 6
CAD FILE: C:\JUG

CIVIL
WELL SITE #6 HYDRO-PNEUMATIC TANK
REPLACEMENT
EXISTING SITE PLAN
SCALE: 1" = 2'-0"



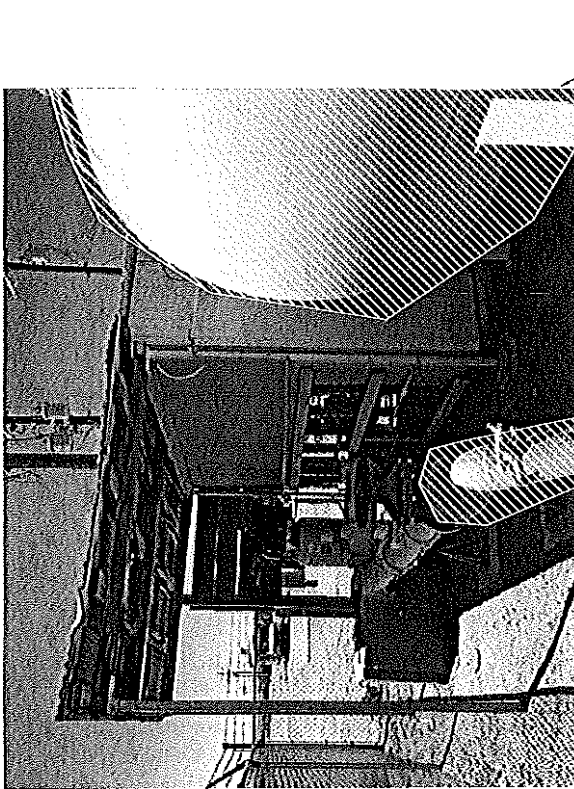
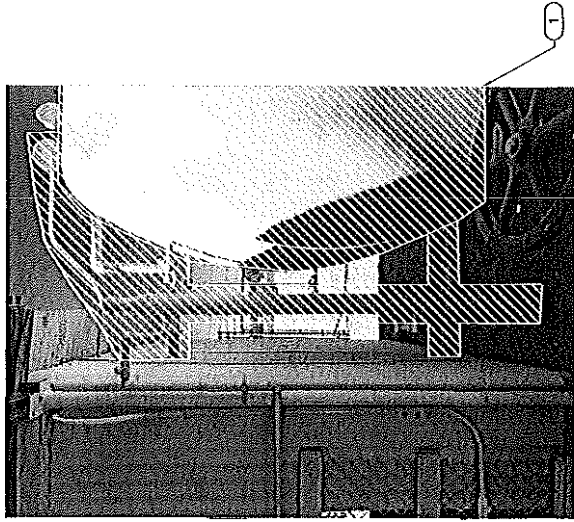
VALENTINE ENGINEERS, INC.
 ENGINEERS, ARCHITECTS, PLANNERS
 1000 W. 10th Street, Suite 100
 Oklahoma City, Oklahoma 73106
 Phone: (405) 241-1000 Fax: (405) 241-1002

DATE: 21 JUL 2018 07:30:00 AM (GMT-05:00) 18-0000000000

Copyright, Valentine Environmental Engineers, LLC, 2023-18
 This plan document shall be the sole property of Valentine Environmental Engineers, LLC.
 No reproduction or distribution of this plan document is permitted without the written permission of Valentine Environmental Engineers, LLC.
 An individual is not to be held responsible for any errors or omissions on this plan document.

CONSTRUCTION NOTES

- 1. DEMOLISH AND REMOVE EXISTING HYDRO-PNEUMATIC TANK. CONTRACTOR SHALL SALVAGE TANK IF POSSIBLE.
- 2. DEMOLISH AND REMOVE EXISTING 8-INCH WELDED STEEL TANK. CONTRACTOR SHALL SALVAGE TANK IF POSSIBLE.
- 3. DEMOLISH AND REMOVE EXISTING AIRLINE, CONDANT AND TANK ACCESSORIES.



DATE: JULY 2018
 SHEET 4 OF 6
 JOB: PLEASANT VALLEY

CIVIL
WELL SITE #6 HYDRO-PNEUMATIC TANK REPLACEMENT
 DEMOLITION SECTIONS

TOWN OF PARKER
 WELL SITE #6 HYDRO-PNEUMATIC TANK REPLACEMENT
 1314 WEST 17TH STREET
 PARKER, AZ 85344



TAV
 MPV

VALENTINI ENGINEERING & CONSTRUCTION, LLC
 1305 South 10th Street, Suite 114, Phoenix, Arizona 85046
 Phone: (602) 251-8997 Fax: (602) 251-1082
 www.valentinieng.com

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

ARTICLE 11 - REQUIRED STANDARD CERTIFICATIONS FOR FEDERAL FUNDED PROJECTS

The following items must be returned with the proposal for a complete response:

Contractor Information Form

10% Bid Bond, Certified Check, or Cashier's Check

Contractor's Qualifications

Listed of Most Representative Projects Within the Last Five Years/ Davis Bacon Identified

Three References

Project Schedule - Use your format or the one provided

Subcontractor and Material Suppliers List

Certifications Signature Forms

Cost Proposal with Sufficient Detail.

All Other Certifications and Signatures and required by this Request for Proposal

TOWN OF PARKER

CERTIFICATE REGARDING DISBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

ALL CONTRACTS EXCEEDING \$25,000.00

This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 29 CFR Part 98, Section 98.51, Participants Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

BEFORE COMPLETING CERTIFICATION, READ CAREFULLY THE STATEMENTS

- 1. The prospective recipient of Federal assistance funds certifies, by submission of the proposal, that neither it nor its principals are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.**

- 2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to the proposal.**

Organization

Name and Title of Authorized Representative

Signature

Date

CERTIFICATIONS

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 504, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied benefits, subjected to discrimination under any program receiving federal fund;

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 subject to discrimination on the basis of Race, Color, National Origin, Sex, age and Handicap 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 there shall be no employment discrimination against "qualified individuals with disabilities".

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, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

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 their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. 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 GRANTEE setting forth the provisions of this non-discrimination clause.

2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap.
3. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding up each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the GRANTEE's Department of Housing and/or Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the CONTRACTOR's non-compliance with any provision of this contract or with any of such rules, regulations or orders, the Agreement may be canceled, 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
6. The CONTRACTOR will include the provisions of the subparagraph 12 (a) through (f) 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 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GRANTEE's Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: 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 by the GRANTEE's Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

SECTION 503

(IF CONTRACT \$25,000 OR OVER)

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
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, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor 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.

FLY ASH CERTIFICATION

The undersigned is fully aware that this contract is wholly or partially federally funded, and further by submission of this bid certifies that the percentage of fly ash in the concrete or cement is or will be consistent with the amounts required by the EPA Guidelines and/or Code of Federal Register (9CFR) for federal procurement of cement and concrete containing fly ash, which is attached.

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 City of Bullhead City, State of Arizona Department of Housing (HOUSING), 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 five years following the State of Arizona Department of Housing " official closeout" date of the grant, 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 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, or agency, commission, or committee with City of Parker
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 Town of Parker that develops at any time during this contract will be immediately disclosed to the City of Parker.

ANTI-LOBBYING CERTIFICATON

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.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal

These Certifications (Civil Rights, Equal Employment Opportunity, Affirmative Action for Handicapped Workers - Section 503, Fly Ash, Access to Records and Record Retention, Conflict of Interest, Lobbying) 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 Certification 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)