

**PSWID**



## **Pine-Strawberry Water Improvement District**

### **CONTRACT DOCUMENTS FOR STRAWBERRY KNOLLS 2 AND STRAWBERRY RANCH 2 WATER LINE REPLACEMENT PROJECT**

**BIDS ARE DUE AT THE DISTRICT OFFICE  
ON OR BEFORE:  
11:00 a.m. Thursday, August 9, 2018**

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**INVITATION TO BID  
PINE-STRAWBERRY WATER IMPROVEMENT DISTRICT**

Sealed bids for the **STRAWBERRY KNOLLS 2 AND STRAWBERRY RANCH 2 WATER LINE REPLACEMENT PROJECT** will be received by the Pine-Strawberry Water Improvement District at District Office, until **11:00 a.m., Thursday, August 9, 2018**. At that time, bids will be publicly opened and read aloud. Bidders are invited, but not required, to be present at the bid opening.

**PROJECT DESCRIPTION:**

**INSTALLATION OF NEW WATER LINES AND APPURTENANCES AND REPLACEMENT OF EXISTING WATER LINES AND APPURTENANCES AS SHOWN ON THE APPROVED PLANS "STRAWBERRY KNOLLS 2 AND STRAWBERRY RANCH 2 WATER LINE REPLACEMENT PROJECT" AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS.**

Copies of the Contract Documents for use in preparing bids may be obtained from the Pine-Strawberry Water Improvement District. Interested parties should provide email address for sending addenda to Brandon Squire at [brandon.squire@epsgroupinc.com](mailto:brandon.squire@epsgroupinc.com). All questions shall be in writing and directed to Brandon Squire at [brandon.squire@epsgroupinc.com](mailto:brandon.squire@epsgroupinc.com). The Bidder is responsible for obtaining any Addenda either through updates on the District website or by contacting Brandon Squire at 623.547.4661 extension 3102.

**A Mandatory Pre-Bid Meeting** will be held on Thursday, July 26, 2018 at 11:30 a.m. The Pre-Bid Meeting will be held at the PSWID Office at 6306 West Hardscrabble Road, Pine, AZ 85544. Any Potential Bidder not signing the sign-in sheet at the Pre-Bid Meet will not be eligible to submit a Bid on this project.

**Notice** to all bidders, this is a WIFA funded project and as such it is subject to contracts, forms and conditions that apply to all WIFA projects. It is the bidder's responsibility to review all WIFA's terms and conditions prior to bid submittal. Each bidder's proposal shall be made on the form furnished in the Contract Documents.

Contract Documents, with completed Bid Proposal, must be enclosed in a sealed envelope, together with a bid bond or certified check or cashier's check for ten percent (10%) of the total base bid,

**ADDRESSED TO:** Pine-Strawberry Water Improvement District  
6306 Hardscrabble Road  
PO Box 134  
Pine, AZ 85544

**AND MARKED:** **STRAWBERRY KNOLLS 2 AND STRAWBERRY RANCH 2 WATER LINE REPLACEMENT PROJECT**

The successful Bidder will be determined on the basis of the lowest responsive and responsible Proposal. The Pine-Strawberry Water Improvement District reserves the right to reject any or all Proposals, to waive any informalities, or irregularities in the Proposals received, and to accept the Proposal which in its judgment best serves the interests of the District.

The successful Bidder(s) will be required to furnish two (2) bonds. One (1) bond, to become effective upon award of the Contract, shall be a Performance Bond in a sum of one hundred percent (100%) of the contract price including any additions to the Contract. The Bond shall be effective throughout the construction period, including the one (1) year warranty period. The successful Bidder shall also furnish a Labor and Material Payment Bond, in the amount of one hundred percent (100%) of the Contract price, to become effective upon award.

Published: July 13, 2018 and July 20, 2018 Payson Roundup

**INSTRUCTIONS TO BIDDERS  
PINE-STRAWBERRY WATER IMPROVEMENT DISTRICT**

**GENERAL REQUIREMENTS**

1. Before submitting a proposal, each bidder shall examine these instructions, the specifications contained herein and all pertinent drawings, and should visit the site of the proposed work in order to become fully informed concerning all existing conditions and limitations which may affect execution of the work.
2. Should any omission or ambiguities in the drawings or specifications be discovered during the examination of the Contract documents or upon visiting the job site, they should be brought to the attention of the OWNER or his authorized representative not later than ten (10) calendar days before bid opening date. All inquiries will be promptly reviewed and where necessary a clarifying written addendum will be issued and made a part of the Contract documents.
3. The bidders shall familiarize themselves with the provisions of applicable laws, codes and regulations of the Federal Government, State of Arizona, local agencies and municipalities that have jurisdictions at the location of the work. CONTRACTOR shall comply with, and require all subcontractors to comply with, State and local Contractor's License Laws.

**ALL BIDS ARE TO BE MARKED: STRAWBERRY KNOLLS 2 AND STRAWBERRY RANCH 2 WATER LINE  
REPLACEMENT PROJECT**

4. **CONTRACT TIME AND LIQUIDATED DAMAGES:** All work on this Contract is to be completed within **seventy-five (75) calendar days** following receipt of written Notice to Proceed. **Liquidated damages** in accordance with Table 108-1 of the MAG Standard Specifications shall apply for each calendar day beyond the end of the Contract Time. Once the Notice to Proceed has been issued and the Pipe Line Locating task has been completed, the Contractor shall order the materials for construction. If the delivery date for materials is greater than fourteen days, the Contractor shall provide to the Engineer an Invoice from the material supplier indicating the Date the Material was ordered and the actual date of delivery. The number of days between these two dates will be added to the Contract Time.

**PROPOSALS**

In order to be eligible for consideration, all proposals must adhere to the following provisions:

1. Bid proposals shall be submitted on the Bid Schedule provided herewith or an accurate copy thereof. All blanks shall be complete and numbers shall be stated both in writing and in figures. Avoid all erasures, changes or additions on the Bid Schedule since these deviations may result in the OWNER'S rejection of the bid as not being responsive to the invitation.
2. The signatures must be in longhand and executed by a principal duly authorized to make contracts. The bidder's legal name must be fully stated.
3. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the Bidder.
4. Where materials, equipment, apparatus or other products are specified by manufacturer, brand name, type of catalog number, such designation is to establish standards of desired quality and style and shall be the basis of the bid. Should the CONTRACTOR propose to furnish materials and equipment other than those specified, as permitted by the "or approved equal" clauses, if applicable, he shall submit a written request as an alternate

to the base bid with his proposal for any or all substitutions. Such a request shall be accompanied by complete descriptive literature (manufacturer, brand name, catalog number, etc.) and technical data for all items and shall indicate any addition or deduction to the Contract price. Where such substitutions alter the design or space requirements indicated on the plans the CONTRACTOR shall include all items of cost for the revised design and construction including cost of all allied trades involved. Acceptance or rejections of the proposed substitutions will be made on the basis of whether or not the specifications are met and the OWNER'S best interests are served as determined by the authorized representative and the OWNER.

5. Any bidder may withdraw his bid, either personally, by written request, or by telephone request, confirmed in writing, at any time **prior** to the scheduled closing time for receipt of bids.
6. **All proposals shall be submitted on the Form of Proposal and delivered in sealed envelopes bearing on the outside, the name of the bidder, his address and the name of the project for which the bid is submitted. Each bid shall include a bid bond or certified check or cashier's check for ten percent (10%) of the total base bid and each bid shall be filed with the Pine-Strawberry Water Improvement District, 6306 West Hardscrabble Road, PO Box 134, Pine, AZ 85544, on or before date and time specified. Bids will be opened and publicly read aloud. It is the sole responsibility of the bidder to deliver his bid in proper time. Any proposal received after the scheduled closing time previously stated will be returned to the bidder unopened.**
7. The Pine-Strawberry Water Improvement District reserves the right to reject any or all bids and proposals, to accept any proposals or alternate proposal and to waive any informality in bids received in considering the relative merits of the proposals. The award of the Contract, if made, will be to the lowest responsive and responsible bidder.
8. The competency and responsibility of bidders and of their proposed subcontractors shall be considered in making the award. Each bidder being considered for this project must include with the Bid a list of at least three projects (preferably municipal) of a similar scope and size that he has completed within the prior twenty-four (24) months along with references for those projects. At the bidder's discretion he may also submit additional representative projects that he has completed over the past five (5) years. Project references shall include owner name, contact person, address, phone number, fax number and email address. Furthermore, bidders are required to identify all subcontractors used in the performance of the work. Bidders shall complete the included Subcontractor Listing Form and include it with the Bid. If prior to the award of the Contract, the District has a reasonable and substantial objection to any subcontractor, the apparent low Bidder may, prior to the award, either withdraw his Bid without penalty, or may propose an acceptable substitution, provided that there is no change in the Bid cost. Failure of the Bidder to submit an acceptable substitute in a timely manner shall render his bid non-responsive.

## **GENERAL CONTRACT CONDITIONS**

### **A. DEFINITIONS**

1. The "CONTRACT" is set forth in the Proposal Form and Contract Form and includes as part of the specifications the Invitation to Bid, Instructions to Bidders, General Contract Conditions, and Special Provisions, plus the contract drawings.
2. The "WORK" of the CONTRACTOR shall consist of furnishing all labor, materials, equipment, tools, contractor's equipment, supplies, transportation, superintendents' services, traffic controls, etc., necessary for the completion of the work shown, indicated or noted on drawings and/or on the specifications.

3. The words "OWNER, District, or DISTRICT" as used in these specifications, project drawings, or in the contract, refer to the Pine-Strawberry Water Improvement District.
4. "CONTRACTOR" as used in these specifications or in the contract means the person, firm, or corporation with whom Pine-Strawberry Water Improvement District has entered into contract to provide said services.
5. The authorized representative of the OWNER shall be Brandon Squire, PE, EPS Group, Inc.

## **B. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS**

1. The drawings and specifications are complementary and any WORK called for on the drawings and not mentioned in the specifications or vice-versa, shall be performed as though fully set forth in both. In case of differences or conflicts between the specifications and drawings, the specifications will govern, figured dimensions shall take precedence over general drawings. Detail representations having the larger scale shall govern. The CONTRACTOR shall be responsible for certifying all grades, lines, levels and dimensions indicated on drawings and shall promptly report any inconsistencies before preparing shop drawings or before any WORK is fabricated or constructed.
2. In case of any discrepancy either in the drawings or in the specifications, the matter shall be promptly brought to the attention of the authorized representative, who shall promptly make a determination in writing. Any adjustment by the CONTRACTOR without prior approval by the authorized representative shall be at his own risk and expense. The CONTRACTOR shall check and coordinate the WORK sufficiently in advance to minimize any delays that may result from a need to implement corrective action for an error or omission in the contract documents.

## **C. APPLICABLE LICENSES, LAWS, RULES AND REGULATIONS**

1. The CONTRACTOR shall, without additional expense to the OWNER, be responsible for obtaining a business license in the Town, City, or County in which the project is located and for complying with any applicable Federal, State, County and Municipal Laws, codes and regulations, in connection with the execution of the WORK including air quality permits as applicable.
2. The CONTRACTOR shall include in the WORK any labor, materials, services, apparatus or drawings in order to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on drawings and/or specified.
3. The CONTRACTOR shall conform to all WIFA requirements including but not limited to the Davis Bacon labor standards, Disadvantage Business Enterprise program, and The American Iron and Steel provision.

## **D. PROTECTION OF WORK, PEOPLE AND PROPERTY**

1. The CONTRACTOR shall continuously maintain adequate protection of all WORK from damage and shall protect the OWNER'S property from injury or loss arising in connection with this contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the OWNER, or due to causes beyond the CONTRACTOR'S control and not to his fault or negligence. He shall adequately protect adjacent property as provided by law and the Contract Documents.
2. The CONTRACTOR shall take all necessary precautions for the safety of employees on the WORK site, including confined spaces safety, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and Engineering or Traffic codes to prevent accidents or injury to persons on, about or adjacent to the premises where the WORK is being performed.

3. The CONTRACTOR shall provide warning lights and take other safety precautions as required by ordinances and safety regulations or commonly accepted safety practices, or as required by the OWNER.

#### **E. UTILITIES FOR CONSTRUCTION**

The CONTRACTOR shall make all arrangements for and shall provide and pay for the main supply of all temporary utility services, including water as needed in the prosecution of the WORK.

The CONTRACTOR shall furnish for his operations all required equipment needed to provide sufficient Construction water for the duration of their Work. All water needed to complete the work will be furnished and paid for by the CONTRACTOR and obtained from the Pine-Strawberry Water Improvement District.

#### **F. SUPERVISION OF THE WORK**

The CONTRACTOR shall keep on this project a competent Superintendent and any necessary assistants, all satisfactory to the OWNER. The superintendent shall represent the CONTRACTOR in his absence and all directions given to them shall be binding as if given by the CONTRACTOR.

#### **G. WORKMANSHIP**

1. Where no more is specifically described in any of the various Sections of these Specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion.
2. All WORK shall be executed by skilled journeymen, laborers or mechanics thoroughly trained in their respective lines of WORK.
3. When completed, all parts shall have been durably and substantially built and shall present a neat, workmanlike appearance.

#### **H. SHOP DRAWINGS, SAMPLES, CATALOG CUT SHEETS, AND EQUIPMENT BROCHURES**

Detailed dimension shop drawings, samples, and/or equipment brochures and catalog cuts shall be submitted on all materials and equipment as required by other sections of this specification or the drawings or as specified by the OWNER. The CONTRACTOR shall submit five bound copies of each shop drawings to the authorized representative for approval. These items submitted for approval will be promptly reviewed, three copies of each submittal item retained and the remainder returned to the CONTRACTOR. No equipment or materials should be ordered until these shop drawings or brochures have been reviewed by the OWNER'S representative.

#### **I. SITE INVESTIGATION AND REPRESENTATIONS**

1. CONTRACTOR acknowledges satisfaction as to the nature and location of the WORK, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, the conformation and condition of the ground, the character and quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed preliminary to and during the progression of the WORK, and all other matters which can in any way affect the WORK or the cost thereof under this contract. Any failure by the CONTRACTOR to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the WORK.

2. The OWNER assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the negotiation and execution of this contract, unless (1) such understanding or representations are expressly stated in the contract; and (2) the contract expressly provides that responsibility therefore is assumed by the OWNER.

#### **J. CONTRACTOR'S RESPONSIBILITY**

1. The CONTRACTOR assumes full responsibility for the safekeeping of all materials and equipment and for the protection of all unfinished WORK until final acceptance by the OWNER, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.
2. The CONTRACTOR must indemnify and save harmless the OWNER against any claims filed for non-payment of their bills in connection with the contract WORK.
3. The CONTRACTOR shall be responsible for providing all construction staking and surveying needed to construct the work in accordance with the Plans and Specifications and shall include such costs in their bid for the applicable items of work.
4. The CONTRACTOR, at the completion of the project, shall provide to the authorized representative of the OWNER manufacturers' equipment operation manuals and instructions; and a complete listing of all fixtures and components installed by the CONTRACTOR and their subcontractors which includes the manufacturer's name, parts number and specifications.

#### **K. USE OF PREMISES**

1. The CONTRACTOR shall confine his apparatus, the storage of materials and the operations of their workmen to limits indicated by law, ordinances, permits or directions of the authorized representative and shall not unreasonably encumber the premises with their materials.
2. Any damages caused to lawns, shrubs, windows, buildings, etc., shall be immediately repaired or replaced at no expense to the OWNER. The CONTRACTOR shall be responsible for the proper care and protection of all their materials, equipment, etc. They may be stored on the premises but placing of same shall be subject to the approval of the authorized representative.
3. Access to site and designation of parking areas for CONTRACTOR vehicles shall be in accordance with directives of the authorized representative.

#### **L. OTHER CONTRACTS**

The OWNER may undertake or award other contracts for additional WORK or may undertake additional WORK with its own forces at the job site simultaneously with the WORK under this contract. The CONTRACTOR shall fully cooperate with such other CONTRACTORS or OWNER'S employees and shall fit their own WORK to such additional WORK as may be directed by the OWNER. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of WORK of any other CONTRACTOR or OWNER'S employees.

#### **M. CONTRACTOR'S INSURANCE**

The CONTRACTOR shall provide and maintain, and cause its subcontractors to provide and maintain, the following minimum requirements:



1. Compensation Insurance - Worker's Compensation Insurance shall be provided for all of their employees employed at the site of the project and, in case any WORK is sublet, the CONTRACTOR shall require the subcontractor similarly to provide worker's Compensation Insurance for all of the latter's employees to be engaged at the site of the project unless such employees are covered by the protection afforded by the CONTRACTOR'S workers Compensation Insurance. In case any class of employees engaged in hazardous WORK under this contract at the site of the project is not protected under the worker's Compensation Statute, the CONTRACTOR shall provide, and shall cause each subcontractor to provide, protection equal to that required by law for the protection of his employees not otherwise protected.
2. General Liability Insurance - With a minimum combined single limit of \$1,000,000 each occurrence. The policy shall include coverage for bodily injury and personal injury, broad form property damage, blanket contractual, CONTRACTORS protective, products/completed operations, explosion and collapse, and underground hazards.
3. Comprehensive Auto Liability Insurance - With a combined single limit for bodily injury and property damage of no less than \$1,000,000 each occurrence, with respect to CONTRACTOR'S vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of this contract.
4. The insurance/policies provided by the CONTRACTOR shall be issued by a company which is acceptable to the OWNER and shall name the Pine-Strawberry Water Improvement District as an additional insured in respect to liability arising in any manner out of the performance of any contract entered into between the named insured and The Pine-Strawberry Water Improvement District or liability arising out of any services provided or duty performed by any party as required by statute, law, purchase order or otherwise required. The insurance policies shall specify that insurance afforded the CONTRACTOR shall be primary insurance, and that any insurance coverage carried by The Pine-Strawberry Water Improvement District or its employees shall be excess coverage, and not contributory coverage to that provided by the CONTRACTOR.
5. The CONTRACTOR shall furnish The Pine-Strawberry Water Improvement District with a Certificate of Insurance as required by this section prior to issuance of a Notice to Proceed.

Each of the Certificates of Insurance shall contain a clause substantially in the following words:

**"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof be reduced until ten (10) working days after receipt by the District of a written notice of such cancellation or reduction in coverage, as evidenced by receipt of a registered letter."**

6. Such insurance coverage obtained by the Contractor, other than Workmen's Compensation Coverage, shall name the District, the District Engineer, the Design Engineer, and their directors, officers, principals, agents, attorneys, and employees as Additional Insured.

## **N. NONDISCRIMINATION OF LABOR**

Equal Employment Opportunity - In connection with performance of the WORK under this contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin. The aforesaid provision 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 hereafter in a conspicuous place, available for employees and applicants for employment, notices to be provided by the OWNER, setting forth the provisions of this nondiscrimination clause. To meet the requirements of E.O. 11246, as amended, dated May 8, 1978, the CONTRACTOR agrees to insert

the above Equal Opportunity Clause in all subcontracts hereunder except suppliers of commercial supplies or raw materials.

#### **O. SALES AND USE TAX**

All applicable sales, use and other taxes shall be included in the Bid Amount. The CONTRACTOR agrees to comply with and to require all of his subcontractors to comply with all provisions of the Arizona State Sales Tax Law and Compensation Use Tax Law and all amendments to the same. The CONTRACTOR further agrees to indemnify and save harmless the Pine-Strawberry Water Improvement District of and from any and all claims and demand made against it by virtue of the failure of the CONTRACTOR or any subcontractor to comply with the provisions of any or all said laws and amendments.

#### **P. CHANGES IN WORK**

1. The OWNER may, from time to time, by written instructions or drawings issued to the CONTRACTOR, make changes in the drawings and specifications, issue additional instructions, require additional WORK, or direct the omission of WORK previously ordered, and the provisions of the contract shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original drawings and specifications.
2. If such changes are likely to cause an increase or decrease in the CONTRACTOR'S cost of, or time required for, performance of the contract, the OWNER will execute a formal Change Order based on detailed quotations received from the CONTRACTOR for the WORK related to the change. Change Orders affecting contract amount or time may be subject to approval by the District Board.

#### **Q. OWNER'S RIGHT TO CARRY OUT THE WORK**

If the CONTRACTOR defaults or neglects to carry out the WORK in accordance with the Contract Documents or fails to perform any provision of the Contract, the OWNER may, after seven days written notice to the CONTRACTOR and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the CONTRACTOR the cost of correcting such deficiencies. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the OWNER.

#### **R. TIME FOR COMPLETION AND LIQUIDATION DAMAGES**

1. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning, rate of progress, and the time for completion of the WORK be done hereunder, are **Essential Conditions** of this Contract, and it is further mutually understood and agreed that the WORK embraced in this Contract shall be commenced on the date of "**Notice to Proceed**". The CONTRACTOR agrees that said WORK shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time stated in the Proposal. He also shall consider that the OWNER needs the complete use of the facilities as quickly as possible.
2. In the event that the CONTRACTOR shall neglect, fail or refuse to complete the WORK within the time specified, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this contract, to pay to the OWNER such amounts as are specified elsewhere in these documents, not as a penalty, but as liquidated damages for such breach of contract hereinafter set forth for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract for completing the WORK. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER

because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages the OWNER would in such event sustain.

#### **S. REMOVAL OF RUBBISH AND FINAL CLEAN-UP**

The CONTRACTOR shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by his employees or WORK. No burning of trash or debris will be permitted on the site. The CONTRACTOR is responsible for locating sites and making arrangements for disposal of all materials removed from the site. Upon completion of the WORK under his contract, the CONTRACTOR shall remove all temporary structures, superfluous and waste materials of whatever kind both within buildings and around the site generally. The CONTRACTOR shall leave improvements in a "broom clean" condition and shall be responsible for the removal of all stains, paint spots, and accumulated debris, dirt or dust caused by both his operation and those of his subcontractors.

#### **T. GUARANTEE-WARRANTY**

1. The CONTRACTOR shall, and hereby does, warrant and guarantee that all WORK performed under this contract will be free from defects of materials and workmanship for a period of twelve (12) months from the date of final acceptance of this WORK.
2. CONTRACTOR agrees that he will, at his own expense, repair and replace all such defective WORK which is found to be defective during the term of this warranty. Should CONTRACTOR fail to repair or replace such defective material and/or Workmanship within thirty (30) days after written notice from OWNER, the OWNER may perform the necessary WORK; and CONTRACTOR hereby agrees to reimburse the OWNER for actual cost.

#### **U. FINAL INSPECTION, ACCEPTANCE AND PAYMENT**

1. The CONTRACTOR shall call for a final inspection of the WORK only after he has determined that all items of WORK have been completed in accordance with the contract plans and specifications.
2. When the project WORK is deemed substantially complete and suitable for occupancy and/or use by the OWNER, a Certificate of Substantial Completion will be issued establishing the warranty period start date.
3. Applications for final payment will not be accepted and processed until the OWNER'S authorized representative is satisfied that the WORK is satisfactorily completed, including "punch list" items; and that all manuals, documents, guarantees and "as built" drawings have been received.
4. The CONTRACTOR, when applying for partial payment of the Contract amount, shall submit a schedule of values of the various parts of the WORK and clearly indicate the percentage completion of the various parts, all in substantiation to the total payment for which application is being made.
5. In making partial or progress payments, there shall be a portion of the partial or progress payments retained by the OWNER in the amount of ten percent (10%) of the payment application in compliance with Senate Bill 1452 amending Title 32, Chapter 10, Article 2, of the Arizona Revised Statutes.
6. The OWNER will contact the CONTRACTOR on or about one month prior to the end of the warranty period to schedule a walk-through inspection with The OWNER and the CONTRACTOR. The subject and related facilities shall be re-inspected for damage or failure. Except as otherwise described herein, a warranty walk-through and completion of all repairs must be completed prior to release from the warranty requirements.

**CONTRACT AGREEMENT  
PINE-STRAWBERRY WATER IMPROVEMENT DISTRICT**

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of Two Thousand and Eighteen between:

**the OWNER: PINE-STRAWBERRY WATER IMPROVEMENT DISTRICT  
6306 WEST HARDCRABBLE ROAD  
PINE, ARIZONA 85544**

**and the CONTRACTOR:**

**The PROJECT: STRAWBERRY KNOLLS 2 AND STRAWBERRY RANCH 2 WATER LINE REPLACEMENT PROJECT**

**the OWNER and the CONTRACTOR agree as set forth below.**

**ARTICLE I  
THE CONTRACT DOCUMENTS**

The Contract Documents consist of this **AGREEMENT**, the Project Specifications, all Addenda issued prior to and all Modifications issued after execution of the **AGREEMENT**. These form the Contract, and all are as fully a part of the Contract as if attached to this **AGREEMENT** or repeated herein and except for modifications after execution of this **AGREEMENT** are as follows:

Invitation to Bid  
Instructions to Bidders  
General Contract Conditions  
Contract Agreement  
Substantial Completion Agreed and Accepted Form  
Settlement of Claims  
Bid Proposal  
Bid Schedule  
WIFA Packet  
Davis-Bacon General Decision  
Technical Specifications, inclusive of Special Provisions  
Construction Drawings: Sheets 1 through 7

**ARTICLE II  
THE WORK**

The **CONTRACTOR** shall perform all the WORK specified or indicated in the Contract Documents. The WORK is described as follows:

**INSTALLATION OF NEW WATER LINES AND APPURTENANCES AND REPLACEMENT OF EXISTING WATER LINES AND APPURTENANCES AS SHOWN ON THE APPROVED PLANS “STRAWBERRY KNOLLS 2 AND STRAWBERRY RANCH 2 WATER LINE REPLACEMENT PROJECT” AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS.**

**ARTICLE III**  
**TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- A. The WORK to be performed under this contract shall be commenced in accordance with "B" below and, subject to authorized adjustments. Substantial Completion shall be achieved not later than the date indicated on the "Notice to Proceed".
- B. It is hereby understood and mutually agreed, by and between the **CONTRACTOR** and the **OWNER**, that the date of beginning, rate of progress, and the time for completion of the WORK to be done hereunder, are **ESSENTIAL CONDITIONS** of this Contract, and it is further mutually understood and agreed that the WORK embraced in this Contract shall be commenced on the date of "**NOTICE TO PROCEED**". The **CONTRACTOR** agrees that said WORK shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the **CONTRACT TIME** stated in the Instructions to Bidders. He also shall consider that the **OWNER** needs the complete use of these facilities as quickly as possible.
- C. In the event that the **CONTRACTOR** shall neglect, fail or refuse to complete the WORK within the time specified, then the **CONTRACTOR** does hereby agree, as part consideration for the awarding of this Contract, to pay to the **OWNER** a sum in accordance with Table 108-1 of the MAG Standard Specifications, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth for each and every calendar day that the **CONTRACTOR** shall be in default after the time stipulated in the Contract for completing the WORK. The said amount is fixed and agreed upon by and between the **CONTRACTOR** and the **OWNER** because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages the **OWNER** would in such event sustain.

**ARTICLE IV**  
**CONTRACT SUM**

The **OWNER** shall pay the **CONTRACTOR** based on additions and deductions by Change Order as provided in the Contract Documents, the contract sum of \$ \_\_\_\_\_.

The Contract sum is determined by the **CONTRACTOR'S** accepted sealed bid amount.

**ARTICLE V**  
**PROGRESS PAYMENTS**

Based upon applications for Payment submitted to the Authorized Representative by the **CONTRACTOR** and Certificates for Payment issued by the Authorized Representative, the **OWNER** shall make progress payments on the Contract Sum to the **CONTRACTOR** less retention from each payment in accordance with the latest revision of the Arizona State Statutory requirements. These Progress Payments will be for labor, materials and equipment incorporated in the WORK and/or material and equipment suitably stored for use on the project as approved by the Authorized Representative.

**ARTICLE VI**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the **OWNER** to the **CONTRACTOR** when the WORK has been completed, the Contract fully performed, a final Certificate for Payment has been issued, and the **CONTRACTOR'S** Affidavit regarding Settlement of Claims is completed.

**ARTICLE VII**  
**MISCELLANEOUS PROVISIONS**

- A. **CONTRACTOR** has familiarized himself with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.
- B. **CONTRACTOR** has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by the Consultant in the preparation of the Drawings and Specifications and which have been identified in the Special Provisions.
- C. **CONTRACTOR** has made or caused to be made, examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article I as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by **CONTRACTOR** for such purposes.
- D. **CONTRACTOR** has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- E. **CONTRACTOR** has given Authorized Representative written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Authorized Representative is acceptable to **CONTRACTOR**.
- F. Terms used in the **AGREEMENT** which are defined in the General Conditions shall have the meanings indicated in the General Conditions.
- G. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the other party to this Contract (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- H. **OWNER** and **CONTRACTOR** each binds himself, his partners, successors, assignees and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- I. The right is reserved by the **OWNER** to terminate, indefinitely postpone WORK or abandon the project. This Contract may be terminated by giving written notice to the **CONTRACTOR** at least twenty-four (24) hours prior to the effective date of termination. In the event of such termination, the **OWNER** shall be liable to the **CONTRACTOR** only to the extent as provided by this Contract for materials supplied and WORK completed prior to the effective date of termination. The **OWNER** will comply with the latest revisions of the Arizona State Statutory requirements for negotiation of the contract termination.
- J. In the performance of this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or handicap. The **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder.
- K. **CONTRACTOR** agrees to indemnify, hold harmless, and defend the Pine-Strawberry Water Improvement District, its officers, boards, commissions, employees, and agents from and against any and all claims, damages, suits and proceedings, regardless of the merits and from liability, punitive damages, costs or expense of every type, all or any part thereof arising out of or in connection with or by reason of any act or omission of the **CONTRACTOR** or

anyone directly or indirectly employed by the **CONTRACTOR** and **CONTRACTOR** shall include a clause to this effect in all subcontracts.

- L. The **CONTRACTOR** agrees to provide insurance as required and specified in the General Contract Conditions.
- M. This Contract is governed by the laws of the State of Arizona. The Contract, including all Contract Documents, is subject to the provisions of Section 38-511 of the Arizona Revised Statutes.
- N. E-verify requirements: To the extent applicable under Ariz. Rev. Stat. § 41-4401, **CONTRACTOR** warrants compliance, on behalf of itself and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A). **CONTRACTOR'S** breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and the District may terminate the Agreement. The District retains the legal right to inspect the papers of **CONTRACTOR** who works on the Agreement to ensure that **CONTRACTOR** is complying with the above-mentioned warranty.
- O. Scrutinized Business Operations: To the extent applicable under Ariz. Rev. Stat. Title 35, Articles 7 through 9, **CONTRACTOR** certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in LAWS 2008 CH. 1 or LAWS 2008 CH. 295, as applicable. If the District determines that **CONTRACTOR** submitted a false certification, the District may impose remedies as provided by law including terminating this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Contract in triplicate as of the day and year first herein written.

**CONTRACTOR:** \_\_\_\_\_

**PINE-STRAWBERRY WATER  
IMPROVEMENT DISTRICT  
6306 WEST HARDCRABBLE ROAD  
PINE, ARIZONA, 85544**

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

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

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

**ATTESTED TO**

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

DATE: \_\_\_\_\_

**SUBSTANTIAL COMPLETION  
AGREED AND ACCEPTED FORM**

**STRAWBERRY KNOLLS 2 AND STRAWBERRY RANCH 2 WATER LINE REPLACEMENT PROJECT,  
AGREED AND ACCEPTED BY:**

NAME OF CONTRACTOR: \_\_\_\_\_

By \_\_\_\_\_  
Type Name

Its \_\_\_\_\_  
Date

STATE OF ARIZONA       )  
                                      ) SS  
County of Gila            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by  
\_\_\_\_\_ who acknowledged [himself/herself] to be the  
\_\_\_\_\_ of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_



**CONTRACTOR'S AFFIDAVIT SETTLEMENT OF CLAIMS**

DATE: \_\_\_\_\_

PROJECT NAME: **STRAWBERRY KNOLLS 2 AND STRAWBERRY RANCH 2 WATER LINE REPLACEMENT  
PROJECT**

TO: The Pine-Strawberry Water Improvement District

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment, and labor used in connection with the construction of the above, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$\_\_\_\_\_, as set forth in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of this project. The undersigned further agrees to indemnify and hold harmless \_\_\_\_\_ against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which \_\_\_\_\_ may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project.

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

STATE OF ARIZONA     )  
                                      ) SS  
COUNTY OF GILA     )

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**DO NOT DETACH AND SUBMIT SEPARATE FROM OTHER BID DOCUMENTS  
PINE-STRAWBERRY WATER IMPROVEMENT DISTRICT**

## **STRAWBERRY KNOLLS 2 AND STRAWBERRY RANCH 2 WATER LINE REPLACEMENT PROJECT**

### **BID PROPOSAL**

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized themselves with any local conditions affecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents for the sum indicated on the attached Bid Schedule, said sum to only be amended or altered in accordance with the Contract Documents.

It is agreed that payments may be increased to cover additional work ordered by the District, but not shown on the Plans or required by the Specifications in accordance with the General Conditions. Similarly, payments may decrease if work is deleted.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

In submitting this Proposal, it is understood that the right is reserved by the District to reject any or all Proposals and waive informalities or irregularities in Proposals. The District also reserves the right to delay the award of a contract for a period not to exceed sixty (60) days from the date of the opening.

The undersigned further agrees, if awarded the contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by him and understands that they are the Bidder's sole responsibility, and the District will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal although District may check and correct mathematical accuracy in evaluation of the bids.

The undersigned certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Information for and Instructions to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

Attached is a certified check without endorsement and with conditions payable to the Pine-Strawberry Water Improvement District in the sum of ten percent (10%) of the total base bid drawn on a bank which is a member of Federal Reserve System or which is a member of the Federal Deposit Insurance Corporation, or a cashier's check for ten percent (10%) of the total base bid or a Bid Bond written by an approved surety company for ten percent (10%) of the total base bid.

The undersigned submits a bid guarantee pursuant to Section 34-201, Arizona Revised Statutes, payable to the District, equal to ten percent (10%) of the total base bid amount of this proposal, and agrees that said bid bond shall be given as a guarantee that the Bidder will enter into the Contract within the time herein stated if the award is made to him by the District; in case of the Bidder's refusal or failure to do so within ten (10) days of Notice of the Award of Contract, or within five (5) days after receiving notice from the District of the rejection of any objections to the Notice of Award, the bond will be forfeited.

The Bidder grants the District the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of sixty (60) days after the date of opening of said Proposals.

The undersigned Bidder further grants the District the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the District's needs.

Bidder agrees that the District has determined that a reasonable time for substantial completion of the work is **seventy-five (75)** calendar days. The Bidder agrees that this proposal is submitted on this basis, subject to provisions contained in the Contract Documents relating to extensions of time, and agrees to plan and prosecute the work with such diligence that the work shall be completed within the time specified.

Bidder agrees that the District assumes no responsibility for any understanding or representation made by any of its Council members, officers or agents during or prior to the bidding and execution of the Contract, unless (1) such understanding or representations are expressly stated in the Contract or Addenda thereto, or (2) the Contract expressly provides that responsibility therefore is assumed by the District, or (3) said understanding or representation is contained in the information supplied to Bidders by the District or the District Engineer, or as information distributed pursuant to the Information for and Instructions to Bidders. The Bidder further understands that only the Mayor and Council of the District through action taken at a properly noticed meeting, can waive any term or condition or requirement of this Contract or of the bid.

Bidder agrees that all terms set forth in the Information for and Instructions to Bidders as well as all other Contract Documents shall be binding upon the Bidder if a Notice of Award is issued in favor of said Bidder by the District.

Bidder understands that this project is to be constructed in compliance with all District, state and federal laws, rules and regulations, which are applicable to the project and the Contractor and all work performed hereunder.

In making this proposal, the undersigned incorporates and acknowledges all definitions set forth in the Contract Documents.

The undersigned hereby submits this proposal and the accompanying Bid Schedule as its proposal to construct the improvements described in the Contract Documents.

Bidder has received all Addenda before submission of Bid, and has examined the same and has included them in the Contract Documents prior to submitting the Bid and has submitted the Bid based upon them.

## **ADDENDUM ACKNOWLEDGEMENT**

The undersigned Bidder acknowledges receipt of the following addendum:

<u>Addendum Number</u>	<u>Dated</u>	<u>Initial</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

The undersigned is licensed in accordance with the Laws of the State of Arizona:

License Number \_\_\_\_\_ Class \_\_\_\_\_.

**NOW:** In compliance with the Invitation to Bid and all the provisions hereinbefore and after stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the Work for the prices set forth in the following Schedule(s) upon which award of contract is made.

**Individual**

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

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

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Partnership**

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

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

By: \_\_\_\_\_, Partner

Other Partners: \_\_\_\_\_

\_\_\_\_\_

**Corporation**

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

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

By: \_\_\_\_\_, President

\_\_\_\_\_, Secretary

**Organized under the Laws of the State of** \_\_\_\_\_

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

SEAL

(If Bidder is a corporation)

## SUBCONTRACTOR LIST FORM

This form must be submitted as an attachment to the Bid Form. The bidder must list below the names of all qualified subcontractors or suppliers he will employ for the various portions of the work indicated. It is the responsibility of the bidder to ascertain that all subcontractors for this project meet the requirements of applicable state statutes.

SUBCONTRACTOR	LICENSE NUMBER

Respectfully Submitted,

\_\_\_\_\_  
Name of Firm

**BID SCHEDULE**  
**PINE-STRAWBERRY WATER IMPROVEMENT DISTRICT**  
**STRAWBERRY KNOLLS 2 AND STRAWBERRY RANCH 2 WATER LINE REPLACEMENT**  
**PROJECT**

**Bid Opening: Thursday, August 9, 2018 – 11:00 a.m.**

**BID SCHEDULE - BASE BID – STRAWBERRY KNOLLS 2 WATER LINE REPLACEMENT PROJECT**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
1	Mobilization/demobilization	LS	1		
2	Traffic control	LS	1		
3	Existing water line locating services	LS	1		
4	Repair damaged water and water service lines	LS	1		
5	Connect to existing water line. install romac 501 coupling adaptor, size per plans.	EA	3		
6	4" pvc C900 dr-18 water line. bedding and trench backfill per detail D or E on sheet 4.	LF	3540		
7	4"-22.5° bend with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	6		
8	4"-45° bend with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	10		
9	4" x 4" x 4" Tee with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	2		
10	4" flanged gate valve with box and cover per mag std. dtl. 391-1 and 391-2, type C, or approved equal, with joint restraint per modified mag std. dtl. 303.	EA	10		
11	6" pvc C900 dr-18 water line. Bedding and trench backfill per detail D or E on sheet 4.	LF	2312		
12	6"-11.25° bend with joint restraint (megalugs or approved equal), per modified mag std. Dtl. 303.	EA	4		
13	6"-22.5° bend with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	2		
14	6"-45° bend with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	9		
15	6" x 6" x 6" Tee with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	3		
16	6" x 6" x 6" x 6" Cross with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	1		
17	6" x 4" reducer with joint restraint (megaluges or approved equal), per modified mag std. dtl. 303.	EA	5		

18	6" flanged gate valve with box and cover per mag std. dtl. 391-1 and 391-2, type C, or approved equal, with joint restraint per modified mag std. dtl. 303.	EA	7		
19	3/4" water service pipe connection to new line with bronze double-strap saddle, lead-free bronze dual check valve (by apollo valves model duc1f4n or approved equal), and corp stop per detail a on sheet 3.	EA	63		
20	Water line vertical re-alignment per detail C on sheet 3.	EA	6		
21	Sawcut, remove, and replace existing pavement per detail E on sheet 4.	SY	1138		
22	High Point Flushing Pipe Assembly	EA	8		
<b>Total Amount of Base Bid in Numbers (Items 1 – 22)</b>					
<b>TOTAL AMOUNT OF BASE BID PRICE IN WORDS :</b>					

**BID SCHEDULE – ALTERNATE 1 – STRAWBERRY KNOLLS 2 WATER LINE REPLACEMENT PROJECT**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
1	Rock Excavation	CY	1		

This item will be paid for actual quantities encountered as per Section 31.0 Rock Excavation of the Special Provisions.

**BID SCHEDULE - BASE BID – STRAWBERRY RANCH 2 WATER LINE REPLACEMENT PROJECT**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
1	Mobilization/demobilization	LS	1		
2	Traffic control	LS	1		
3	Existing water line locating services	LS	1		
4	Repair damaged water and water service lines	LS	1		
5	Connect to existing water line. install romac 501 coupling adaptor, size per plans.	EA	3		
6	4" blind flange with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	2		



7	4" PVC C900 dr-18 water line. bedding and trench backfill per detail D or E on sheet 4.	LF	3011		
8	4"-11.25° bend with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	9		
9	4"-22.5° bend with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	2		
10	4"-45° bend with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	3		
11	4" x 4" x 4" tee with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	3		
12	4" flanged gate valve with box and cover per mag std. dtl. 391-1 and 391-2, type C, or approved equal, with joint restraint per modified mag std. dtl. 303.	EA	9		
13	6" PVC C900 dr-18 water line. bedding and trench backfill per detail d or e on sheet 4.	LF	1423		
14	6"-11.25° bend with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	2		
15	6"-22.5° bend with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	1		
16	6"-45° bend with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	1		
17	6" x 6" x 6" Tee with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	3		
18	6" x 6" x 6" x 6" cross with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	1		
19	6" x 4" reducer with joint restraint (megaluges or approved equal), per modified mag std. dtl. 303.	EA	4		
20	6" flanged gate valve with box and cover per mag std. dtl. 391-1 and 391-2, type C, or approved equal, with joint restraint per modified mag std. dtl. 303.	EA	6		
21	3/4" water service pipe connection to new line with bronze double-strap saddle, lead-free bronze dual check valve (by apollo valves model duclf4n or approved equal), and corp stop per detail a on sheet 3.	EA	52		
22	High Point Flushing Assembly	EA	5		
23	Install water line under low-water crossing. trenching, back fill, reinforcement per detail h on sht 5.	LF	82		
24	6" blind flange with joint restraint (megalugs or approved equal), per modified mag std. dtl. 303.	EA	1		
<b>Total Amount of Base Bid in Numbers (Items 1 – 24)</b>					
<b>TOTAL AMOUNT OF BASE BID PRICE IN WORDS :</b>					

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**BID SCHEDULE – ALTERNATE 1 – STRAWBERRY RANCH 2 WATER LINE REPLACEMENT PROJECT**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	BID PRICE PER UNIT	TOTAL AMOUNT FOR ITEM
1	Rock Excavation	CY	1		

This item will be paid for actual quantities encountered as per Section 31.0 Rock Excavation of the Special Provisions.

END OF BID PROPOSAL

## **WIFA General Requirements**



The following package contains contract, forms and conditions that apply to all WIFA (Water Infrastructure Finance Authority of Arizona) projects and must be use in the procurement process for the Pine Creek Drive Water Replacement Project. It is the CONTRACTOR responsibility to review the contract package and list of attachments prior to bidding.

Contract Package for Governmental Borrowers.

List of Attachments

Disadvantage Business Enterprise (DBE) Forms:

- EPA Form 6100-2: DBE Subcontractor Participation Form.
- EPA Form 6100-3: DBE Subcontractor Performance Form.
- Form 6100-4: DBE Subcontractor Utilization From.

Davis-Bacon forms:

- Department of Labor Wage and Hour Division: Employee Rights Poster (English and Spanish).
- Instruction for Completing Payroll Form, WH-347.
- Form WH-347: Payroll Form.
- Standard Form 1444: Request for Additional Classification and Wage Rate.
- Instructions for standard Form 1444.
- Employee Interview Form for Davis-Bacon Labor Standards.
- Employee interview Instructions.
- WIFA Project Wage Rate Worksheet.

American Iron and Steel:

- Sample Step Certification Letter (Process/Manufactured) Use of America Iron and Steel.
- Sample Step Certification Letter (Shipped/Provided) Use of America Iron and Steel.

**Water Infrastructure Finance Authority of Arizona  
Clean Water Revolving Fund  
Drinking Water Revolving Fund**

**CONTRACT PACKET for Governmental Borrowers**

*This packet lists required contract conditions that apply to all Clean Water and Drinking Water Revolving Fund projects and contains forms that must be used in the procurement process. Please review this packet prior to bidding.*

**PLEASE NOTE**

- **This packet, in its entirety, must be physically included in all bidding, solicitation and contract documents.**
- Use of American Iron and Steel (AIS) applies to this project.:
  - AIS includes the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- Federal Davis-Bacon prevailing wages apply to this project.
  - Payment of the wages, fringe benefits and overtime rates is required.
  - The appropriate Federal (Davis-Bacon) Prevailing Wage Decision must be physically incorporated into the bidding and contract documents.
  - The construction category of Heavy (excluding dam construction) should typically be applied to all projects funded by WIFA. If you believe that a different category of wages, such as Building, should be applied to your project or portions of your project, please contact WIFA in advance.
  - Weekly certified payroll submittal is required under the Federal Davis-Bacon laws.
- Compliance with the Civil Rights Act and Equal Employment Opportunity is required.
- Promotion of Small, Minority and Women-owned Businesses and participation in EPA's Disadvantaged Business Enterprise (DBE) Program is required.

**Water Infrastructure Finance Authority of Arizona  
Clean Water Revolving Fund  
Drinking Water Revolving Fund**

**Required Contract Conditions**

This project is being financed in whole or in part by the Water Infrastructure Finance Authority of Arizona through the Clean Water or Drinking Water Revolving Fund. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply(ies) with these regulations, laws and rules.

1. (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.
2. Equal Employment Opportunity (Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations). Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of Executive Order 11246 as amended by Executive Orders 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.
3. (i) Promoting the use of Small, Minority, and Women-owned Businesses (Executive Orders 11625, 12138 and 12432), (ii) Small Businesses Reauthorization & Amendment Act of 1988 (Section 129 of Pub. L. 100-590), (iii) Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 (Pub. L. 102-389, 42 U.S.C. Sec. 437d), and (iv) Title X of the Clean Air Acts Amendments of 1990 (Pub. L. 101-549, 42 U.S.C. Sec. 7601 note) ("EPA's 10% statute"). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.
4. Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements (40 C.F.R. Part 33).
5. Debarment and Suspension (Executive Order 12549). Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 via this Internet address: [www.sam.gov/portal/public/SAM](http://www.sam.gov/portal/public/SAM).

6. E-Verify (A.R.S. § 41-4401). A governmental entity shall not award a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). Every government entity shall (i) ensure that every government entity contractor and subcontractor complies with the federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A); (ii) require that every government entity contract include the required provisions listed under A.R.S. § 41-4401(A); and (iii) establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors.

**Water Infrastructure Finance Authority of Arizona  
Clean Water Revolving Fund  
Drinking Water Revolving Fund  
  
Use of American Iron and Steel**

**Public Law 113-76, enacted January 17, 2014**

SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds (CWSRF and DWSRF) for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.



### **Highlights from EPA Guidance on Use of American Iron and Steel**

Complete document available at [http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm)

### **What is considered American Iron and Steel?**

#### **What is an iron or steel product?**

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

#### **What is a ‘construction material’ for purposes of the AIS requirement?**

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

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### **What is NOT considered American Iron and Steel?**

#### **What is NOT considered a ‘construction material’ for purposes of the AIS requirement?**

Mechanical and electrical components, equipment and systems are NOT considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

**Water Infrastructure Finance Authority of Arizona  
Clean Water Revolving Fund  
Drinking Water Revolving Fund**

**Use of American Iron and Steel - De Minimis Waiver**

Every water infrastructure project involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental.

Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc.

Example of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

EPA has established a public interest waiver for de minimis incidental components. This action permits the use of products when they occur in de minimis incidental components of such projects.

- Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into a project.
- The cost of an individual item may not exceed 1% of the total cost of the materials used in and incorporated into a project.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

**Water Infrastructure Finance Authority of Arizona  
Clean Water Revolving Fund  
Drinking Water Revolving Fund**

**Davis-Bacon Contract Conditions (Federal Prevailing Wages)**

**PLEASE NOTE:** Federal Davis-Bacon prevailing wages apply to this project. Payment of the wages, fringe benefits and overtime rates is required.

The “subrecipient” referred to throughout the Davis-Bacon contract conditions is the WIFA Borrower.

“WIFA” is the Water Infrastructure Finance Authority of Arizona, State Capitalization Grant recipient, recipient, or the Authority.

## **Wage Rate Requirements (Also referred to as Attachment 6)**

### **Preamble**

With respect to the Clean Water and Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(3)(ii)(A) below and for compliance as described in Section 5.

### **Requirements for Subrecipients That Are Governmental Entities:**

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient will contact EPA. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/recovery/index.htm>.

### **1. Applicability of the Davis-Bacon prevailing wage requirements.**

Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a Clean Water Revolving Fund and to any construction project carried out in whole or in part by assistance made available by a Drinking Water Revolving Fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the State recipient before authorizing work on that site.

### **2. Obtaining Wage Determinations.**

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination 10 days or less prior to the closing date, the subrecipient may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage

determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument. Typically, the appropriate wage determination would be the one in effect on the date the task order, work assignment or similar instrument is awarded.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### **3. Contract and Subcontract provisions.**

The recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1, the following clauses:

#### **(1) Minimum wages.**

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of

all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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



(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

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

#### (4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the Apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

(10) Certification of eligibility.

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **4. Contract Provision for Contracts in Excess of \$100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3 above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such

laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

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

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

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

(b) In addition to the clauses contained in Item 3 above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## **5. Compliance Verification**

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use WIFA's interview form, Department of Labor's Standard Form 1445, or equivalent documentation to memorialize the interviews. WIFA's interview form and instructions are included with this packet.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed below and to the appropriate DOL Wage and Hour District Office listed at [www.dol.gov/whd](http://www.dol.gov/whd).

**Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105**

**Clean Water Revolving Fund  
Drinking Water Revolving Fund**

**Equal Employment**

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWRP and DWRP project related contracts and subcontracts over \$10,000:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Water Infrastructure Finance Authority of Arizona  
Clean Water Revolving Fund  
Drinking Water Revolving Fund**

**Disadvantaged Business Enterprises (DBE)**

**Good Faith Efforts**

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Certified Disadvantaged Business Enterprises\* (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

**Required Contract Conditions**

These conditions must be included in all procurement contracts entered into by the Borrower for all DWRF and CWRF projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantaged Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantaged Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.



5. The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form\*\* to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below:

**Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105**

6. The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 - DBE Program Subcontractor Performance Form\*\*. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Borrower.
7. The prime contractor must complete and submit EPA Form 6100-4 DBE Program Subcontractor Utilization Form\*\* as part of the prime contractor's bid or proposal package to the Borrower.
8. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

*\* A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.*

*\*\* DBE forms can be downloaded from  
[http://www.epa.gov/osbp/dbe\\_contract\\_admin.htm](http://www.epa.gov/osbp/dbe_contract_admin.htm)*

## ATTACHMENTS

### DBE Forms

[http://www.epa.gov/osbp/dbe\\_contract\\_admin.htm](http://www.epa.gov/osbp/dbe_contract_admin.htm)

6100-2 - DBE Program Subcontractor Participation Form

6100-3 - DBE Program Subcontractor Performance Form

6100-4 - DBE Program Subcontractor Utilization Form

### Davis-Bacon Forms

WH-1321 - Davis-Bacon poster

WH-347 - Payroll and certification form

SF1444 - Wage Determination Request form

Employee Interview form

### American Iron and Steel

Sample Step Certification Letter (Processed/Manufactured)

Sample Step Certification Letter (Shipped/Provided)

**Disadvantage Business Enterprise (DBE) Forms:**

### Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

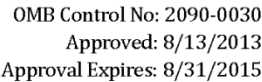
An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



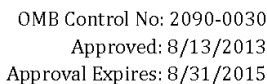
## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

[illegible]

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: ☐ DOT ☐ SBA

☐ Other: \_\_\_\_\_

Meets/ exceeds EPA certification standards?

☐ YES ☐ NO ☐ Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
If yes, please complete the table below. If no, please explain:			
<b>Subcontractor Name/ Company Name</b>	<b>Company Address/ Phone/ Email</b>	<b>Est. Dollar Amt</b>	<b>Currently DBE Certified?</b>

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.





OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Davis-Bacon Forms:**

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

<b>PREVAILING WAGES</b>	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
<b>OVERTIME</b>	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
<b>ENFORCEMENT</b>	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
<b>APPRENTICES</b>	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
<b>PROPER PAY</b>	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Water Infrastructure Finance Authority of Arizona  
100 N. 15<sup>th</sup> Ave, Suite 103  
Phoenix, AZ 85007  
Tel: (602) 364-1310  
Fax: (602) 364-1327

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:  
**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2009)

# DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

## PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

### **SALARIOS PREVALECIENTES**

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

### **SOBRETIEEMPO**

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

### **CUMPLIMIENTO**

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

### **APRENDICES**

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

### **PAGO APROPIADO**

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

Water Infrastructure Finance Authority of Arizona  
100 N. 15<sup>th</sup> Ave, Suite 103  
Phoenix, AZ 85007  
Tel: (602) 364-1310  
Fax: (602) 364-1327

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 SPA (Revised April 2009)

## Instructions for Completing Payroll Form, WH-347

OMB Control No. 1235-0008, Expires 01/31/2015.

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If

additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable

wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

#### **Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

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**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

<http://www.dol.gov/whd/forms/wh347instr.htm>

**PAYROLL**  
(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))  
*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*



NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1235-0008 Expires: 01/31/2015
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
			OT	ST	HOURS WORKED EACH DAY								FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)



Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)

\_\_\_\_\_ that during the payroll period commencing on the  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

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

(4) That:

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



— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in  
the above referenced payroll, payments of fringe benefits as listed in the contract  
have been or will be made to appropriate programs for the benefit of such  
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH



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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE  
31 OF THE UNITED STATES CODE.

# REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX

☐ SERVICE CONTRACT

☐ CONSTRUCTION CONTRACT

OMB No.: 9000-0089

Expires: 04/30/2005

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVP), Office of Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0089), Washington, DC 20503.

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

1. <b>TO:</b> ADMINISTRATOR, Employment Standards Administration WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. 20210			2. <b>FROM:</b> (REPORTING OFFICE)	
3. CONTRACTOR				4. DATE OF REQUEST
5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SCA ONLY)
10. SUBCONTRACTOR (IF ANY)				

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

12. LOCATION (CITY, COUNTY AND STATE)

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

NUMBER:

DATED:

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

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE	
16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE

**TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SCA) OR FAR 22.406-3 (DBA))**

- ☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
- ☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send copies 1, 2, and 3 to Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NO.	DATE SUBMITTED
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## **SF 1444 Instructions**

### **Request for Additional Classification and Wage Rate Form**

Attached is a copy of the federal standard form 1444, Request for Authorization of Additional Classification and Wage Rate. This form must be submitted when a wage classification is not listed on the applicable wage decision. The classification and wage rate submitted on the form should bear a reasonable likeness to similar skill classifications listed in the federal wage determination.

The prime contractor is responsible for the completion and submission of this form. The following are the procedures for the completion and submission of the form:

1. Check "Construction Contract" in the upper right-hand corner.
- Box 2. Insert the following information:  
**Water Infrastructure Finance Authority of Arizona (WIFA)**  
**100 N 15<sup>th</sup> Ave, Suite 103**  
**Phoenix, AZ 85007**
- Box 3. Prime contractor's name.
- Box 4. Date the prime contractor submitted the form to WIFA.
- Box 5. Contract number.
- Box 6. Date the bid was opened, if applicable.
- Box 7. Date the contract was awarded.
- Box 8. Actual date the contractor will be starting or started work.
- Box 9. (This box is not applicable.)
- Box 10. List all subcontractors that will utilize the labor classification listed in box 13a. If none, enter "N/A."
- Box 11. Project title and a brief description of the project.
- Box 12. Include both the city and county, as well as Arizona.
- Box 13. Federal "General Decision Number" (e.g. AZ00009) and the date.
- Box 13a. List all classifications not covered by the federal wage determination, which are utilized by either the prime or the subcontractor(s).
- Box 13b. The wage rate should bear a reasonable likeness to the category classification wage rates (equipment operators, laborers, truck drivers, etc.) listed in the federal wage determination.
- Box 13c. The fringe rate should bear a reasonable likeness to the category classification fringe rates (equipment operators, laborers, truck drivers, etc.) listed in the federal wage determination.
- Box 14. If there is a subcontractor listed on line 10, its representative signs on this line.
- Box 15. The prime contractor's representative must sign on this line.
- Box 16. If the contractor has a specific employee who will be performing the labor classification(s) listed in box 13a, or if the employees' have legal representation (union, etc.), they should sign this line and include their title. If no specific employee is identified to perform work under the listed classification(s), then write "unknown" in the box. The "Agree" or "Disagree" boxes are checked by anyone signing in boxes 14, 15, and 16.

The contractor will make a copy of the completed signed form and submit the original to WIFA (not required to be in quadruplicate).

WIFA will complete the section below the heavy line TO BE COMPLETED BY CONTRACTING OFFICER and submit it to DOL and EPA. Typically DOL responds in 30 days. WIFA will send the borrower a copy of the approved wage classification.



## EMPLOYEE INTERVIEW FOR DAVIS-BACON LABOR STANDARDS

1a. Project Name		2a. Employee Name	
1b. Contract Number	Wage Decision and Date	2b. Employee Phone Number	
1c. Name of Prime Contractor		2c. Employee Home Address and Zip Code	
1d. Name of Employer and Supervisor			
3a. Hourly rate of pay <u>on this project</u> :	4. Do you know that you are working on a federally-funded project and that you are to be paid wages set by DOL (Davis-Bacon wages)?	5. Do you know where the Davis-Bacon Wage Rate Decision for this project is posted?	6. Do you know where the "Employee Rights under the Davis-Bacon Act" poster is posted?
3b. Do you have your most recent paystub? Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
7a. Do you ever work over 8 hours per day? Y <input type="checkbox"/> N <input type="checkbox"/>	7b. Do you ever work over 40 hours per week? Y <input type="checkbox"/> N <input type="checkbox"/>	7c. Are you paid at least time and a half for overtime hours? Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	8. Do you receive Fringe Benefits? Vacation Y <input type="checkbox"/> N <input type="checkbox"/> Medical Y <input type="checkbox"/> N <input type="checkbox"/> Pension Y <input type="checkbox"/> N <input type="checkbox"/> Cash/pay Y <input type="checkbox"/> N <input type="checkbox"/> Other:
9a. Date you began work <u>on this project</u> :	9b. Date of last work day <u>on this project</u> before interview:	9c. How many hours did you work on your last work day before this interview <u>on this job</u> ?	
10. What deductions other than taxes and social security are made from your pay?		11. Work Classification (list all <u>on this project</u> ):	
12. Your duties <u>on this project</u> :		13. Tools and equipment you use <u>on this project</u> :	
<b>THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE</b>			
14. Employee Signature		Date	
15. Interviewer Signature		Interviewer Name	Date
<b>INTERVIEWER'S COMMENTS</b>			
16. Work employee was doing/tools employee was using when interviewed:		17. Is employee properly classified and paid? Y <input type="checkbox"/> N <input type="checkbox"/>	18. Are wage rate and poster displayed? Y <input type="checkbox"/> N <input type="checkbox"/>
		19. Wage Rate Decision Number:	20. Wage Rate Decision Date:
<b>FOR USE BY PAYROLL CHECKER</b>			
21. Is above information in agreement with payroll data? Y <input type="checkbox"/> N <input type="checkbox"/>	22. If no, provide explanation and resolution:		
23. Payroll Checker Signature	Payroll Checker Name	Date	



## EMPLOYEE INTERVIEW FOR DAVIS-BACON LABOR STANDARDS INSTRUCTIONS

The Davis-Bacon Act requires interviews to determine if the contractor is complying with the Federal Davis-Bacon prevailing wages. Interviewers must use WIFA's interview form, Department of Labor's Standard Form 1445, or equivalent documentation. WIFA's form may be downloaded from WIFA's website: [http://azwifa.gov/?pageid=contract\\_packet](http://azwifa.gov/?pageid=contract_packet). See Section 5: Compliance Verification of the WIFA Contract Packet for the interview requirements.

Interviews should be conducted in the following manner:

**Interviewer:** Each borrower is required to conduct interviews. The interviewer must be someone unaffiliated with the contractors and on site regularly (i.e., project manager, or consultant, etc.).

**Purpose:** The purpose of the interview is to ensure that the work actually being done by construction workers and mechanics is consistent with the corresponding job titles and wages being reported on the certified payrolls. The payroll checker must compare the interviews to the payrolls to identify inconsistencies. Any inconsistencies must be addressed. Keep in mind that both the interview and the information on the interview form are considered confidential. Interviews should be conducted individually and in private. All employees on the work site should be available for an interview if requested by the interviewer; however, the employee's participation is voluntary.

**Number of Interviews:** A representative sample of interviews is required. The interviewer must interview at least one person from every contractor and subcontractor company on the job site.

**Timing:** Interviews should be done, at minimum, on two different occasions. One should be within the first two weeks after construction begins and whenever a new subcontractor begins work on the project. The second round should be done closer to substantial completion while workers are still on site. Additional interviews should be done when issues or discrepancies arise and should be targeted at the contractor in question.

**Records:** Interview forms should be kept by the borrower with the rest of the project records at least three years after the contract is completed. The interview forms have employee information that should be kept confidential from contractors generally, but the project folders must be available for inspection by WIFA, EPA, or Department of Labor upon request.

Item	INTERVIEW
2b. - 2c.	This information is required in case it is necessary to follow up with the employee.
3a.	The interviewer should make it clear to the employee that these items relate only to work on this project, not necessarily to other projects.
3b.	Employees should be encouraged (but not required) to produce pay stubs or pay envelopes which document the wages received.
5. - 6.	If the employee does not know where the wage rate decision and Davis-Bacon poster are posted, the interviewer should inform the person of the location(s) and encourage them to look at the documents.
8.	Many employees will not be familiar with the term "fringe benefits." The interviewer should explain to the employee that fringe can be paid as part of their hourly rate, or can be in the form of benefits such as vacation, medical, etc.
9a. -9c.	The interviewer should make it clear to the employee that these items relate only to work on this project, not necessarily to other projects.

Revised June 2012

11. - 13.	Be certain that the employee's responses are specific. The employee may not be familiar with the classifications used on the wage determination and thus may use a term which may not be found on the determination. The answers to questions 12 and 13 should elicit enough information to identify the appropriate wage classification. Confirm the presumed wage classification with the employee.
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INTERVIEWER'S COMMENTS	
16.	This represents some of the most important information gathered while conducting on-site interviews. Be specific about the duties the employee was observed performing. It may be easiest to make these observations before the interview. Comments in this section should include whether observed duties and tools used were the same as those described by the employee during the interview.
19. - 20.	This refers to the wage decision and date as posted on the job site. This information should be consistent with the contract documents.

FOR USE BY PAYROLL CHECKER	
21. - 22.	<p>The payroll checker can be the same person as the interviewer. If not, it should be someone familiar with the wage rate decision, labor standards provisions and the construction project.</p> <p>This part of the form is completed <i>after</i> receipt of the payroll reports covering the week during which the interview was conducted. It is important that the payroll reports are received in a timely manner so that the payroll checker can compare and verify the interview information and investigate discrepancies. Once the corresponding payroll reports are received, the information on the interview form must be compared to the payroll reports. Specifically, the payroll checker must check that:</p> <ul style="list-style-type: none"> <li>• the payroll report is consistent with the dates and hours the employee worked (Items 9a.-9c.).</li> <li>• the payroll report indicates that the employee's job classification is the same as that indicated by the employee in Items 11 - 13.</li> <li>• the payroll report indicates that the employee received the wages as s/he stated in Item 3a.</li> <li>• the payroll report indicates that the employee received the fringe benefits in the amount and as stated in Item 8.</li> <li>• the wages/fringes paid agree with the wage rate decision in the contract and any additional classification requests approved by DOL (SF1444).</li> </ul> <p>Any discrepancies noted between the interview form and payroll reports shall be reported in Item 22. <u>If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.</u> For example, if the payroll indicates that the employee worked a different number of hours than the employee indicated, the payroll checker must: a) contact the employee and ask for clarification; and b) request the contractor's actual time records. This should be done without revealing the identity of the employee, e.g. by asking for all employee records for one work week.</p>

## WIFA PROJECT WAGE RATE WORKSHEET

*The construction category of Heavy (excluding dam construction) should typically be applied to all projects funded by WIFA. If you believe that a different category of wages, such as Building, should be applied to your project or portions of your project, please contact WIFA in advance.*

PROJECT NAME:		WAGE DECISION NUMBER AND DATE:	
WIFA PROJECT NUMBER:		PROJECT COUNTY:	
WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE

### ADDITIONAL CLASSIFICATIONS NEEDED (DOL FORM SF-1444)

WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF WIFA SUBMISSION TO DOL	DATE OF DOL APPROVAL

**American Iron and Steel:**



**SAMPLE Step Certification Letter (Processed/Manufactured)**  
**Use of American Iron and Steel**  
**Water Infrastructure Finance Authority of Arizona**  
**CWSRF and DWSRF Funded Projects**

*The following information is provided as a sample letter of certification for AIS compliance (From March 20, 2014 EPA Memorandum American Iron and Steel Requirement Guidance).*

*Documentation must be provided on company letterhead.*

*Documentation should include the following four items:*

- *Project name*
- *Product identification*
- *City and state where process took place*
- *Signature*

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location: \_\_\_\_ (city and state) \_\_\_\_\_

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

**SAMPLE Step Certification Letter (Shipped/Provided)**  
**Use of American Iron and Steel**  
**Water Infrastructure Finance Authority of Arizona**  
**CWSRF and DWSRF Funded Projects**

*The following information is provided as a sample letter of certification for AIS compliance  
(From March 20, 2014 EPA Memorandum American Iron and Steel Requirement Guidance).*

*Documentation must be provided on company letterhead.*

*Documentation should include the following four items:*

- *Project name*
- *Product identification*
- *City and state where process took place*
- *Signature*

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location: \_\_\_\_ (city and state) \_\_\_\_\_

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

**Davis-Bacon General Decision:**

General Decision Number: AZ180038 05/11/2018 AZ38

Superseded General Decision Number: AZ20170038

State: Arizona

Construction Type: Heavy

Counties: Apache, Cochise, Gila, Greenlee and La Paz Counties  
in Arizona.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	05/11/2018

\* BOIL0627-004 10/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 35.30	28.41

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ELEC0570-013 06/01/2017

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

#### ZONE DEFINITIONS-

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

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IRON0433-001 01/01/2014

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

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LAB00383-006 06/01/2017

Rates                      Fringes

LABORER

GROUP 4

Jackhammer.....\$ 20.47                      5.01

-----  
SUAZ2012-026 05/17/2012

Rates                      Fringes

LABORER: Common or General.....\$ 15.65                      0.00

LABORER: Pipelayer.....\$ 20.00                      0.00

OPERATOR: Loader (Front End)....\$ 20.23                      6.31

OPERATOR:

Backhoe/Excavator/Trackhoe.....\$ 22.70                      0.00

TRUCKDRIVER.....\$ 21.00                      0.00

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

=====

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

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

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

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

## **SPECIAL PROVISIONS**

### **1.0 WORK WITHIN CONTRACT DOCUMENTS**

All work mentioned or indicated within the Contract Documents shall be performed by the CONTRACTOR as part of this Contract unless it is specifically indicated in the Contract Documents that such construction is to be performed by others.

The CONTRACTOR shall be responsible for providing all construction staking and surveying needed to construct the work in accordance with the Plans and Specifications, and shall include such costs in his bid for the applicable items of work. Staging and storage areas are to be obtained by the Contractor at no additional cost to the Owner. The Pine Strawberry Water Improvement District (PSWID) may assist the Contractor in locating a staging area for use but is under no obligation to provide a staging area or site security for any items stored on District property. The Contractor shall obtain staging at no additional cost to the Owner. The Contractor shall be solely responsible for legal disposal of the all construction related spoil material at no additional cost to the Owner.

### **2.0 SCOPE OF WORK**

The scope of work for this project consists of installation of approximately 10,356 linear feet of new PVC waterline including valves, service connections, and fittings as shown on the approved plans "STRAWBERRY KNOLLS 2 AND STRAWBERRY RANCH 2 WATER LINE REPLACEMENT PROJECT". Prior to submitting a bid, it is the Bidder's responsibility to thoroughly satisfy her or himself as to the actual field conditions and shall include in the Bid Items any and all work necessary to complete the work described herein.

### **3.0 LOCATION OF WORK**

The Project is located in the Pine-Strawberry Water Improvement District, northwest of Payson Arizona. The location of the proposed waterlines are in the Strawberry Knolls 2 Development and the Strawberry Ranch 2 development, as shown on the approved plans.

### **4.0 STANDARD SPECIFICATIONS**

The standard specifications for the Pine-Strawberry Water Improvement District are the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by the Maricopa Association of Governments (MAG), latest edition, Gila County Standards and Technical Specifications, and Pine-Strawberry Water Improvement District Standard. Any section or any sub-section of any Standard Specification included within these Contract Documents by reference only is understood to be made part of these Contract Documents. The contractor shall have at least one copy of all referenced standard specifications and details at the job site at all times.

### **5.0 STANDARD REQUIREMENTS**

#### **5.1.1 CLEAN-UP**

The Successful Bidder shall be responsible for keeping the project site clean and debris free. All construction debris shall be confined in strategically located container(s) and covered to prevent blowing by wind. The debris shall be hauled from site at a minimum of once a week and removed from work area to the container daily. All sanitation service needed to complete the Scope of Work will be furnished and paid for by the Successful Bidder.

Upon completion of work, prior to leaving the site, the Successful Bidder and its Subcontractors must receive acceptance by the Pine-Strawberry Water Improvement District that all final clean-up requirements have been met and that the area is ready for final inspection. The OWNER'S AGENT will strongly enforce the Successful Bidder's clean-up.

The OWNER shall back charge the Successful Bidder for clean-up costs where personnel and



construction debris (trash) is allowed to accumulate on the project and/or has been carried to adjacent properties due to weather conditions.

#### **5.1.2 DUST CONTROL**

The Successful Bidder shall provide dust control in accordance with all governmental regulations and as required by their own operations. In addition, the Contractor shall follow the Dust Control Measures as found in Section 305 of Rule 310 of Maricopa County Air Pollution Control Regulations. In the event that the dust control performed by the Successful Bidder is not adequate, the Pine-Strawberry Water Improvement District may require the successful Bidder to either scale back the operations and/or shut down their operations until conditions improve. No additional days will be allowed to be added to the schedule due to lost days because of insufficient dust control practices. The Pine-Strawberry Water Improvement District may direct others to perform the dust control at the Successful Bidder's and/or its Subcontractor's cost. If the Successful Bidder is found to be in violation of any dust control regulations, the Successful Bidder shall be responsible for any and all fees, costs and/or fines imposed by any Regulatory Agency having jurisdiction. The Successful Bidder shall post a copy of the Dust Control Permit onsite and provide one for the Pine-Strawberry Water Improvement District prior to commencement of any work.

#### **5.1.3. CONSTRUCTION WATER**

The Successful Bidder shall furnish for his operations all required equipment needed to provide sufficient construction water for the duration of his Work. The Successful Bidder shall obtain Construction Water from the Pine-Strawberry Water Improvement District. All water needed to complete the Scope of Work will be furnished and paid for by the Successful Bidder.

#### **5.1.4 PERMITS, FEES, CHARGES AND LICENSES**

The Successful Bidder will obtain and pay for all State, County and Town Licenses/Permits required to perform all Work under this contract. The Successful Bidder shall be responsible for all Construction permits necessary to conduct the Scope of Work described in this Bid Package and Construction Contract at no additional cost to the OWNER.

#### **5.1.5 COOPERATION WITH UTILITIES**

The CONTRACTOR shall cooperate with all utility companies in accordance with Section 105.6 of the MAG Specifications.

The location of the underground and overhead utilities as shown on the plans is based on the best available information. The CONTRACTOR shall not assume that this represents an exact location of the affected utility(s). No guarantee is made to the accuracy of the location shown on the plans. The CONTRACTOR shall determine for himself the exact location of all utilities. Should CONTRACTOR's operations result in damage to any utility, the location of which has been brought to his attention, he shall assume full responsibility for such damage. The CONTRACTOR shall contact all utilities at least five (5) days prior to construction to check if they need a representative to observe activities around their facilities.

The CONTRACTOR shall contact "Arizona 811" (telephone number 1-800-782-5348) a minimum of two (2) working days before beginning any underground work. In addition, Blue Stake notification(s) shall be maintained on a current basis.

### **6.0 PRE-CONSTRUCTION CONFERENCE**

The Contractor's project superintendent and the Owner will attend a Pre-Construction Conference, conducted by the Owner to discuss, although not limited to, the following:

- A. The scope of the project and the sequence and timing of all operations. Submission of Contractor's construction schedule, traffic control plan, and barricade plan.
- B. Owner and Contractor's respective authority and responsibilities.
- C. Notice to proceed date.

- D. Scheduling of work and the need to perform certain items at various stages of the project, including safety concerns which may arise because of the proposed work.
- E. The general requirements of quality control and testing. It should be clearly understood who will do the testing, what is to be tested, when it is to be tested, and the location and number of tests.
- F. Change orders, time extensions, payment requests, and liquidated damages.
- G. Notice to Residents

## **7.0 CONSTRUCTION SCHEDULE**

The Contractor shall submit to the Owner for approval, its proposed construction schedule at the Pre-Construction Conference. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, submittal of shop drawing to the Owner for approval, procurement of materials, and scheduling of equipment. The construction schedule shall reflect completion of all work under the contract within the specified construction duration.

If the Contractor desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the OWNER a revised construction schedule for approval in advance of beginning revised operations.

In addition to the preliminary schedule, the Contractor shall prepare a weekly schedule to show all major elements of the work to be constructed in the next two (2) week period. This schedule shall consist of a neat, easy-to-read, bar graph format and shall be submitted to the Owner at the weekly progress meetings.

## **8.0 QUALITY CONTROL SAMPLING AND TESTING**

The Contractor shall be responsible for material sampling and testing to ensure quality control and to verify conformance with the Contract Documents. The Contractor shall utilize a certified testing laboratory and submit name and qualifications to the Engineer for approval. The Contractor shall be responsible for all costs related to QUALITY CONTROL SAMPLING AND TESTING.

Testing shall be performed as directed by the OWNER or its representative. Should any tests fail, the Contractor shall be responsible for removal and replacement of the failed installed materials at no cost to the District.

There shall be no separate payment for this work. All labor, materials and equipment necessary for completion of this item shall be included in the various Unit Prices of bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices.

Soil compaction testing of the backfill will be required at all new water line locations. One test per lift on alternating sides of the pipe for each 500 feet of pipe or portion thereof will be required.

All testing as required in MAG Standard Specifications Section 611 and AAC R18-5-508 as applicable shall be conducted by the Contractor and passing results provided to the Engineer at no additional cost to the Owner.

There shall be no separate payment for this work. All labor, materials and equipment necessary for completion of this item shall be included in the various Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices.

## **9.0 MEASUREMENTS AND PAYMENTS**

Replace MAG Subsection 109.2 with the following:

109.2 SCOPE OF PAYMENT:

#### 109.2.1 Scope of Payment:

The "complete-in-place" rate shall include but not necessarily be limited to all labor, material and equipment costs for preparation, installation, construction, modification, alteration or adjustment of the items, which shall include all costs for salaries and wages, all payroll additives to cover employee benefits, allowances for vacation and sick leave, company portion of employee insurance, social and retirement benefits, all payroll taxes, contributions and benefits imposed by any applicable law or regulation and any other direct or indirect payroll-related costs. The rate shall also include but not necessarily be limited to all costs for indirect charges or overhead, mileage, travel time, subsistence, materials, freight charges for material to Contractor's facility or project site, equipment rental, consumables, tools, insurance to the levels specified in the Contract Documents or in Section 103.6, CONTRACTOR'S INSURANCE, all applicable taxes, as well as Contractor's fee and profit. This rate shall further include all site clean-up costs and hauling of construction debris to disposal sites approved by the Engineer.

#### 109.2.2 Payment:

Payment will be made for only those items listed in the proposal and will not be made in accordance with the measurement and payment provisions of the Uniform Standard Specifications where this differs from the items listed in the proposal. All materials and work necessary for completion of this project are included in proposal items. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are included in the unit price.

Payments shall be made at the unit price and will not be made for unused materials.

## 10.0 LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Add the following to MAG Section 107:

#### 107.1 LAWS TO BE OBSERVED, add the following:

The CONTRACTOR shall insure that contract operations are in compliance with procedures and requirements of the Maricopa County Air Pollution Control Rules and Ordinances with special attention given to the fugitive dust requirements. The CONTRACTOR shall pay any penalties imposed upon the OWNER where the violation is a direct result of actions or inactions by the CONTRACTOR, the CONTRACTOR's employees or subcontractors.

#### 107.15 COMMUNITY RELATIONS SUPPORT:

##### 107.15.1 GENERAL, add the following:

The CONTRACTOR shall notify all affected residents and businesses by handbill a maximum of 48 hours and minimum of 24 hours in advance of any street restriction that will affect access to their property. The notification shall be in both the English and Spanish languages and include the statement that street parking will not be permitted weekdays during construction hours. The CONTRACTOR shall submit the handbill draft to the Engineer for approval, prior to its distribution. If the work does not occur on the specified day, the CONTRACTOR shall distribute a new notification.

The CONTRACTOR shall provide notification as required in section 401.5 to all affected emergency services such as Fire and Police Departments and to other affected entities such as schools. The CONTRACTOR is responsible to ensure that trash and mail service is maintained during construction. There shall be no separate payment for this item. Payment shall be made as part of the various Unit Prices bid in the proposal. All labor, materials and equipment necessary for completion of this item shall be included in the Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are included in the Unit Prices.

## 11.0 SHOP DRAWINGS AND PRODUCT DATA

The Contractor shall submit shop drawings and Product Data Submittals per MAG Standard Specifications Section 105.2 on the following items:

Pipe  
Joint restraint  
Fittings  
Valves  
Debris cap  
Corporation stops  
Curb stops  
Valve box and cover

All shop drawing submittals shall clearly state compliance to The American Iron and Steel provision. Submittals not meeting this requirement will automatically be rejected.

## **12.0 MOBILIZATION/DEMOBILIZATION**

Mobilization/Demobilization shall per MAG Section 109.10 MOBILIZATION/DEMOBILIZATION.

Mobilization/demobilization will be measured for payment by the lump sum as a single complete unit of work. Payment for mobilization/demobilization will be made at the contract lump sum price. Payment shall be made in equal one-third portions. The first payment will be paid with the Contractor's initial billing. The second payment will be made when the total payments to the Contractor for the pay items, exclusive of payments for mobilization/demobilization, equal greater than one-half of the initial contracted amount, exclusive of mobilization/demobilization. The remaining one-third will be paid as part of the final payment due to the Contractor.

## **13.0 TRAFFIC CONTROL**

The Contractor shall obtain a Traffic Control Plan as required by the Gila County Right-of-Way Ordinance #02-01 for all work associated with this contract. Construction shall not commence without an approved Traffic Control Plan.

## **14.0 ABANDONMENT OF EXISTING WATER LINES**

### **14.1.1 CONSTRUCTION SCHEDULE**

Prior to Removal of existing water lines and associated appurtenances, the CONTRACTOR shall provide a written schedule indicating how long each individual connection will be without service. The CONTRACTOR shall prepare door hangers for each connection to be removed from service.

### **14.1.2 ABANDONMENT OF EXISTING LINES**

Where indicated on the Plans, or directed by the Engineer, the Contractor shall abandon existing water mains and/or appurtenances as follows:

1. Expose, cut, and cap ends of water mains where shown, place concrete blocking behind cap to bear between the cap on the pressurized main and undisturbed earth in accordance with the MAG Standard Detail 380, and backfill excavation to finished grade.
2. Where water mains are to be abandoned and removed to a tee or valve, expose, cut, drain all standing water from the line and plug the pipeline at the fitting, remove all abandoned valves and valve boxes within the limits of the abandonment shown, place concrete blocking behind plug to bear on undisturbed earth in accordance with the MAG Standard Detail 380, and backfill excavation to finished grade.
3. For water mains, install bulkheads, plugs, or caps at each end of the abandoned sections.
4. Abandon water services by exposing existing service line at meter, inserting a plug or cap on the exposed end of the service line and backfill excavation to finished grade.

5. The Contractor shall be responsible for disposal of all removed pipe and appurtenances, including fire hydrants at no additional cost to the OWNER.

### 14.1.3 PAYMENT

Payment for removal of existing pipe and appurtenances shall be per each lineal feet for pipe and each item removed, only when a separate line item is provided in the Bid Schedule. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are included in the Unit Prices.

Unless a specific line item is shown in the Bid Schedule; there shall be no separate payment for this work. All labor, materials and equipment necessary for completion of this item shall be included in the various Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices.

## 15.0 WATER LINE CONSTRUCTION

Water line construction shall be in accordance with MAG Standard Specifications Section 610 and details shown on drawings. Water line shall be installed to maintain separation requirements per MAG Standard Detail 404, including requirements for Extra Protection. This extra protection shall be installed as required at no additional cost to the OWNER.

All new water lines require marker tape and tracer wire. Tracer Wire shall be installed per the following:

1. The tape is to be installed per plan. The tracer wire shall be 12 AWG solid UL/UF and run along the top of the pipe, in a continuous length between valves, air release valves, drain valves, modified drain valves, stub outs, and service lines. The tracer wire shall be secured to the pipe in intervals of 10-foot (maximum) with wire or tape.
2. The tracer wire is to be tested for continuity.
3. Tracer wire on potable water lines shall be colored blue.
4. Splices in the tracer wire shall be performed as follows, or by another approved method:
  - a. Strip the insulation from the wire long enough for the wire to extend approximately 1/2-inch beyond the end of the copper sleeve.
  - b. Crimp the sleeve on the wire with a crimping tool a minimum of 4 times prior to bending the wire over the sleeve.
  - c. Clean and dry the exposed section of the wire sleeve.
  - d. Wrap the connection with vinyl electrical tape.
5. Tracer wire shall be secured to the valve riser at maximum intervals of 1-foot.
6. Thread tracer wires through 1/4-inch holes drilled in the riser pipe 2-inches to 4- inches below the valve box. A knot shall be tied in the tracer wire inside the riser pipe and a 3' coil of wire left neatly inside the riser. The tracer wire shall enter the riser pipe on the same side as the water pipe to be traced.

Measurement shall be per linear foot of pipe installed.

Payment for furnishing and installing water pipe, joint restraints, and fittings complete in place shall be on a linear feet basis including all cost of pavement removal, excavation, removal of obstructions, shoring and bracing, extra protection, polyethylene wrap, bedding, backfill, and compaction. Asphalt pavement replacement is not included in this cost.

## 16.0 LOCATING EXISTING PIPE LINE

The size, location, and material of the existing water lines and water service lines are unknown. Prior to the start of any construction activities the CONTRACTOR shall field locate and mark all Pine Strawberry Domestic Water Improvement District (District) pipelines in areas where new water lines are to be installed as shown on the approved plans. At each water tie-in and service location, CONTRACTOR shall verify the existing water line location, depth, size, and construction material. The CONTRACTOR shall backfill all excavations per the Pine-Strawberry Water Improvement District Standard

Detail for Backfill and Asphalt Repair in Road Right-of-Way. The CONTRACTOR shall repair any waterlines damaged during the locating process. Once the existing lines have been located, the CONTRACTOR shall field mark the location of the proposed water line to be installed. The CONTRACTOR may relocate the proposed water lines as necessary to avoid conflict with the existing water line or other utilities. The new proposed water line alignment shall be approved by District Staff prior to the start of Construction.

Measurement shall be Lump Sum and include all field locating of existing water lines, marking of existing waterlines, and marking of proposed waterline.

Payment for location of existing waterlines shall be complete including all labor and material costs of traffic control, disposal of all excess material, pavement removal, excavation, removal of obstructions, shoring and bracing, backfill, paving, compaction, and field marking existing and proposed water lines. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are included in the Unit Prices.

## **17.0 REPAIR OF DAMAGED WATER LINES AND WATER SERVICE LINES**

After the CONTRACTOR has located all existing water lines, the CONTRACTOR shall be responsible for repair of any existing water lines or water service lines damaged during construction. The CONTRACTOR shall be responsible for any labor and material for repairs to damaged District water lines or water services lines, caused by the CONTRACTOR, at no additional cost. The CONTRACTOR shall immediately repair damaged lines and maintain service to all District customers. If the CONTRACTOR fails to make the repair in less than two hours the District may make the repairs necessary and back change the Contractor for any labor and materials used for the repair.

Measurement shall be Lump Sum and include all repair to any damaged existing water lines or water service lines caused by the Contractor.

Payment for repair of damaged water lines and water services lines shall be complete including all labor and material cost to repair the lines, including but not limited to pipe, fittings, valves, meters, valve covers, boxes, meter boxes, traffic control, disposal of all excess material, pavement removal, excavation, removal of obstructions, shoring and bracing, backfill, paving, compaction. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are included in the Unit Prices.

## **18.0 WATER LINE FITTINGS**

Water line fittings shall be in accordance with MAG Standard Specifications Section 750. Water line fittings shall be installed in accordance with MAG Standard Specifications Section 610 and joint restraint (Megalugs or Approved equal) per details shown on approved plans.

Measurement shall be per water line fitting installed.

Payment for furnishing and installing Water Line Fittings shall be on a per each installed bases including all cost of pavement removal, excavation, removal of obstructions, extra protection, bedding, shoring and bracing, bulkhead, backfill, and compaction. Asphalt pavement replacement is not included in this cost.

## **19.0 VALVES**

Valves shall be installed in accordance with MAG Standard Specification 610.7, 630, and the American Iron and Steel provision, per plan and shall be Mueller or approved equal. Valves of 3-inches or more shall be Gate valves. The size of valves shall be noted on the plans. All valves shall be mechanical restrained (Megalugs or approved equal). Each installation shall include a valve, box, and cover. Care should be taken to avoid getting concrete on bolts, bolt holes, and valve operator. The Contractor shall a Rhino TriView Flex Marking Post, Blue (Water) with 3 Water Valve Decals applied to each face of the post at each water valve location. The post shall be located a minimum 3 feet off the edge of the travel way on the side of the roadway closest to the valve.

Measurement shall be per each valve installed.

Payment for furnishing and installing valve, box, cover, debris cap, marking post complete in place shall be per each valve installed including all cost of pavement removal, excavation, removal of obstructions, shoring and bracing, extra protection, bedding, blocking, backfill, and compaction. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are included in the Unit Prices. Asphalt pavement replacement is not included in this cost.

## **20.0 WATER SERVICE (Existing Meter)**

Water service shall be in accordance with Section 610.13 and include installation of new Polyethylene service line, fittings and connection to existing meter as shown on the plans. The locations of the existing water meter, as they appear on the plans, are approximates. Contractor shall ensure all meters are connected and servicing all existing dwellings along Strawberry Knolls 2 and Strawberry Ranch 2. The meter and appurtenances shall be centered within the meter box.

Measurement of water services shall be per each installation.

Payment for this work will be included in the unit bid price Water Service. All labor, materials and equipment; including all meter, box, cover, piping, fittings, pavement removal, excavation, removal of obstructions, shoring and bracing, bedding, backfill, and compaction; necessary for completion of this item shall be included in the Unit Price bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are included in the Unit Prices. Asphalt pavement replacement is not included in this cost.

## **21.0 PROTECTION AND RESTORATION OF PROPERTY**

Protection and restoration of property shall be in accordance with Section 107.9 of the MAG Specifications. No trees shall be removed or trimmed without the approval of the District.

The CONTRACTOR shall apply water, grade and compact all project areas which are disturbed during construction to the lines and grades as shown on the plans. Where no lines and grades are shown, the CONTRACTOR shall restore all disturbed areas to a condition as good as, or better than pre-existing condition before construction.

The CONTRACTOR shall be responsible for protecting the surrounding private property, general public property, Contractor's property, personal property, and the work of its Subcontractors carrying out their work. The CONTRACTOR shall take all reasonable precautions to protect their work from damage including providing and maintaining protection and barricading of their work. This includes, but is not limited to, any open trenches, pits, shafts, holes in floors and similar potentially hazardous areas. All costs for trench and excavation protection systems are considered incidental to the item and shall be included in the Unit Prices.

## **22.0 PAVEMENT TRENCH REPAIR**

Asphalt replacement shall be per Trench Details shown on Approved Plans and per Pine-Strawberry Water Improvement District standard detail. Trench Repair shall consist of the installation of two and half (2.5) inches (or match existing, whichever greater) of Asphalt Concrete, D1/2 Marshall Mix (Low Traffic) over final backfill material as shown on the Plans.

Measurement for Pavement Trench Repair shall be based on the actual field measured width; however the boundaries of the measurement will not extend further than ½ the distance plus 12 inches, either side, from the centerline of the pipe as depicted on Table 601-1, Maximum Width at Top of Pipe Greater Than O.D. of Barrel.

Payment for this work will be included in the unit bid price Pavement Trench Repair. All labor, materials and equipment; necessary for completion of this item shall be included in the Unit Price bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are included in the Unit Prices.

## **23.0 CONSTRUCTION STAKES, LINES AND GRADES**

Delete Subsection 105.8 of the MAG Specifications in its entirety and REPLACE with the following:

The CONTRACTOR shall perform all construction layout and staking necessary to construct the project. No payment will be made for construction staking as such. There shall be no separate payment for "Construction Stakes, Lines and Grades". All labor, materials and equipment necessary for completion of this item shall be included in the various Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices.

## **24.0 WATER LINE TESTING**

The CONTRACTOR shall provide a complete set passing test results for all tests as required in MAG Standard Specifications Section 611 and AAC R18-5-508. There shall be no separate payment for "MAG Water Line Testing". All labor, materials and equipment necessary for completion of this item shall be included in the various Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices.

## **25.0 GEOTECHNICAL TESTING**

No Geotechnical testing has been completed by the Engineer or the OWNER. BIDDERS are to perform any necessary site investigations to satisfy themselves of the existing soil conditions prior to submission of a bid. Any failure by the CONTRACTOR to acquire information concerning soil conditions will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work.

## **26.0 PRE-CONSTRUCTION PHOTOGRAPHS**

The CONTRACTOR shall provide pre-construction photographs of the entire work area with driveways and adjacent areas in digital format. The pictures shall be taken at an appropriate size and in sufficient detail for comparison with as-built conditions. If Contractor chooses to use a Video Camera, it must be High Definition in order to provide sufficient photo details.

The CONTRACTOR shall take pre-construction photographs immediately after the "Notice to Proceed" and prior to the start of construction, and submit them to the Inspector.

After the construction paving operations have been completed on a street, it is highly recommended that the CONTRACTOR take photos immediately after. If there are any claims of damage after construction, the photographs will help resolve any claims made against CONTRACTOR.

There shall be no separate payment for "Pre-Construction Video". All labor, materials and equipment necessary for completion of this item shall be included in the various Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices.

## **27.0 AS-BUILT DRAWINGS**

The CONTRACTOR shall provide a complete set of As-Built drawings sealed by a Registered Land Surveyor licensed to practice in the State of Arizona. These drawings shall be a copy of the original design plan set with as-built information noted on each sheet and each sheet shall be sealed by a Registered Land Surveyor licensed to practice in the State of Arizona. No final payment will be made until the As-Built drawings have been accepted by the Engineer.

There shall be no separate payment for "As-Built Drawings". All labor, materials and equipment necessary for completion of this item shall be included in the various Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices.

## **28.0 NOTIFICATIONS TO RESIDENTS**

### **28.1.1 CONTRACTOR RESPONSIBILITY**



The CONTRACTOR shall pay for and include in his/her bid for other items, all necessary costs for notifying each Resident by a **Form Letter with Exhibit Map** prior to shutting off of water for water line installation as will be mentioned in the Pre-Construction Conference. The contractor shall coordinate with the District to determine which residents to notify.

#### 28.1.2 NOTIFICATION FORM LETTER

A copy of the **Form Letter with Exhibit Map** shall be forwarded to the District for their review and comment at least 48 hours prior to the letter being distributed to the Residents.

The **Form Letter** shall contain the project name, project construction start and completion dates, project contact names and phone numbers (for contractor and District), hours of when water service will be shut off.

The **Exhibit Map** shall show the location of the work area, temporary parking location(s), and construction dates.

#### 28.1.3 NOTIFICATION TIME PERIOD

No work shall be performed by the CONTRACTOR until all **Form Letters with Exhibit Maps** have been distributed to each Resident 48 hours prior to the anticipated start of construction. These notices shall be provided using hangers to be placed on the front door of each property.

#### 28.1.4 NOTIFICATION TO PRIVATE UTILITY COMPANIES AND PUBLIC AGENCIES

The Contractor shall distribute the **Form Letter with Exhibit Map** to the following Utility Companies and Public Agencies:

- Pine-Strawberry Fire District Stations
- Pine-Strawberry School District
- Pine Elementary School
- Gila County Sheriff's Office
- United States Postal Service
- SuddenLink Communications
- Alliant Gas, LLC
- CenturyLink
- Gila County ROW Maintenance

#### 28.1.5 FAILURE OF PROPER IDENTIFICATION

Failure to properly notify affected Residents and Agencies will be sufficient cause to prohibit the CONTRACTOR from working until proper corrective action is taken at no penalty to the District.

#### 28.1.6 PAYMENT

There shall be no separate payment for this item. Payment shall be made as part of the items in the proposal. All labor, materials and equipment necessary for completion of this item shall be included in the Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices.

### 29.0 WEEKLY SITE MEETINGS

Weekly Site Meetings will be held by the Contractor every Thursday morning from 9:00 AM to 10:00 A.M. (Subject to change). The Contractor will be responsible for taking meeting minutes and issuing meeting minutes prior to the next meeting.

All costs associated with the Weekly Site Meetings shall be included in the base bid items.

### 30.0 RETURNING WORK AREA TO EXISTING CONDITIONS

The CONTRACTOR shall return all areas disturbed during construction, except those areas with above ground improvements, back to the original pre-construction state. Pre-Construction photographs per Section 27.1 will be used to determine the pre-construction state. If pre-construction photographs are not provided or do not have sufficient detail the Contractor will be required to return it to the pre-construction state per the property owner and Pine-Strawberry Water Improvement District requirements. There shall be no separate payment for returning work areas to existing conditions. work area shall be maintained on a daily basis. Trash, used material and existing material that has been removed from the construction area shall be cleaned daily and disposed from the property.

### 31.0 ROCK EXCAVATION

Excavation is classified as common excavation or rock excavation in accordance with the following definitions.

**Common excavation** is defined as the excavation of all materials that can be excavated, transported, and unloaded using heavy ripping equipment and wheel tractor-scrapers with pusher tractors or that can be excavated and dumped into place or loaded onto hauling equipment by excavators equipped with attachments (shovel, bucket, backhoe, dragline, or clam shell) appropriate to the material type, character, and nature of the materials.

**Rock excavation** is defined as the excavation of all hard, compacted, or cemented materials that require blasting or the use of ripping and excavating equipment larger than defined for common excavation. The excavation and removal of isolated boulders or rock fragments larger than 1 cubic yard encountered in materials otherwise conforming to the definition of common excavation shall be classified as rock excavation. The presence of isolated boulders or rock fragments larger than 1 cubic yard is not in itself sufficient cause to change the classification of the surrounding material.

For the purpose of these classifications, the following definitions shall apply:

**Heavy ripping equipment** is a rear-mounted, heavy duty, single-tooth, ripping attachment mounted on a track type tractor having a power rating of at least 250 flywheel horsepower unless otherwise specified.

**Wheel tractor-scraper** is a self-loading (not elevating) and unloading scraper having a struck bowl capacity of at least 12 cubic yards.

**Pusher tractor** is a track type tractor having a power rating of at least 250 flywheel horsepower equipped with appropriate attachments.

When encountered, and confirmed by the District Manager, the CONTRACTOR shall measure the cubic yards of rock excavation conducted.

Measurement of Rock Excavation shall be cubic yard.

Payment for this work will be included in the unit bid price Rock Excavation. Payment will only be made when Rock Excavation is required per the definitions above and has been confirmed by the District Manager. All labor, materials and equipment; including excavation, removal of obstructions, and shoring and bracing; necessary for completion of this item shall be included in the Unit Price bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are included in the Unit Prices.

### 32.0 Installing of Waterline Under Low Water Crossing

The CONTRACTOR shall install the waterline under the exiting low water crossing as shown on Detail H on Sheet 5 of the plans. The pipe itself shall be included in the pipe quantities. This task only includes the saw cutting, removal of the existing concrete low water crossing, trenching backfill, and installation of new concrete for the crossing. Installation of the waterline shall not occur if storm water is present at the low water crossing. The CONTRACTOR shall not store any

materials in the channel of the low water crossing. Care shall be taking to return the crossing to its original grade and condition.

Measurement for Pavement Installing of Waterline Under Low Water Crossing shall be based on the Lineal Feet installed.

Payment for this work will be included in the unit bid price Install Waterline Under Low Water Crossing. All labor, materials and equipment; necessary for completion of this item shall be included in the Unit Price bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are included in the Unit Prices.

### **33.0 High Point Flushing Pipe**

The CONTRACTOR shall install the flushing pipe per Detail on Sheet 5 of the plans at high points on the pipe line as shown on the plans. The contractor shall install the pipe with consistent slopes to maintain the high points as shown. No localized high points will be allowed. This installation shall include all necessary fittings and piping to double strap tapping saddle at the high point and extend piping to the edge of the roadway, out of pavement. The valve will be installed on the end of the line.

Measurement for High Point Flushing Pipe Assembly shall be per each installed assembly.

Payment for this work will be included in the unit bid price High Point Flushing Pipe Assembly. All labor, materials and equipment; necessary for completion of this item shall be included in the Unit Price bid; including all meter box, cover, piping, fittings, double strap tapping saddle, corporation stops, pavement removal, excavation, removal of obstructions, shoring and bracing, bedding, backfill, and compaction; necessary for completion of this item shall be included in the Unit Price bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are included in the Unit Prices.

### **34.0 Vertical Re-Alignment**

The CONTRACTOR shall install vertical alignment to avoid conflicts with the existing waterlines. This task shall include all piping, fittings, pavement removal, excavation, joint restraint, removal of obstructions, shoring and bracing, bedding, backfill, and compaction; necessary for installation of the vertical realignment.

There shall be no separate payment for "Vertical Realignment". All labor, materials and equipment necessary for completion of this item shall be included in the various Unit Prices bid. Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and are include in the Unit Prices.