PROJECT MANUAL



NAVAJO TECHNICAL UNIVERSITY CHINLE INSTRUCTIONAL SITE MOBILE HOME PARK CHINLE AZ, 86503

100% Draft Submittal 6/17/24



PROJECT DIRECTORY

OWNER: Navajo Technical University – Chinle Instructional Site

P.O. Box 849,

Chinle, Arizona 86503 Tel.: (505) 771-9291 Contact: Robert Chase

Navajo Technical University, Director of Support Services

Tel.: (505) 860-4082

Email: rchase@navajotech.edu

CIVIL: Souder Miller & Associates

Contact: Francisco Urueta, P.E. (575) 647-0799, Contact: Ryan Curley, P.E. (505) 299-0942,

5415 Venice Ave NE, Ste D Albuquerque, NM 87113

Email: francisco.urueta@soudermiller.com
Email: ryan.curley@soudermiller.com



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022113 TOPOGRAPHIC SURVEY FOR NAVAJO TECHNICAL UNIVERSITY

• Souder Miller & Associates, May 26, 2022. Project No. 2131304.

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NAVAJO TECHNICAL UNIVERSITY CHINLE, ARIZONA NTU CHINLE MOBILE HOME PARK

ADVERTISEMENT FOR BIDS

Navajo Technical University is requesting bids from qualified General Contractors licensed in the State of Arizona for Construction Services for the project entitled: NTU Chinle Mobile Home Park.

The work to be performed under the proposal is subject to Navajo Preference in Employment Act (NPEA) and Indian Preference (25 C.F.R. 1000.52).

Bid forms, project manual (specifications), construction drawings, and more detailed information, including threshold requirements, are available electronically by request. Documents provided within the Project Manual shall be used in preparing bids. Bidding Documents may be viewed and downloaded https://soudermiller-my.sharepoint.com/:f:/p/ryan_curley/EkaxvXc9P5FMk5D0qjJEaUwBBeyJV2rmdZd17VxZLB-yg?e=OHkPyx.

Bids and required documentation must be submitted in a sealed envelope which specifies the name of the bidder and be clearly marked "NTU CHINLE MOBILE HOME PARK". Bidder shall indicate if a Navajo Nation Priority 1 or Priority 2 Vendor in the subject line of envelope to claim preference.

Inquiries related to the submittal of bids may be addressed to the Navajo Technical University, Director of Support Services, Robert Chase, at (505) 860-4082 or by e-mail at rchase@navajotech.edu. Questions on the bidding documents may be addressed to Ryan Curley, Souder Miller and Associates by e-mail at ryan.curley@soudermiller.com.

Bidders shall submit an original and three (3) copies of the bid and required documentation to the address below:

Navajo Technical University

Attention: Robert Chase, Director of Support Services

Enclosed: NTU-Chinle Mobile Home Park

Lowerpoint Rd HWY 371 Crownpoint, NM 87313

All bids must be received no later than 5:00 p.m., MST, on Tuesday, July 2nd, 2024. Proposals not received by that time and date shall be returned unopened.

Anticipated Schedule:

Issue Request for Proposal

Deadline for Questions:

July 1, 2024

Bid Deadline: 5:00 PM (MST)

July 2, 2024

Approval and Awarding

July 9, 2024

The Navajo Technical University reserves the right to reject any and all proposals submitted, to waive any informalities or irregularities and to re-advertise in its best interest, and to request additional information from all proposes. The advertisement for proposals does not commit Navajo Technical University to award a contract nor to pay any costs incurred for the preparation of proposals. Any contract awarded will be awarded to the firm, who, based upon evaluation of all proposals, is determined to have submitted the best proposal, considering both qualifications and cost.

+ + END OF ADVERTISEMENT FOR BIDS + +

INSTRUCTIONS TO ENTITY SUBMITTING RESPONSE TO REQUEST FOR PROPOSALS OR INVITATION FOR BID

1. Bid Preparation and Submission

- a. Entities submitting Response to Request for Proposal or Invitations for Bid (Proposers') are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Review of Contract Documents and Field Conditions by Contractor** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the Proposer's risk.
- b. All Proposals must be submitted in a manner acceptable to the Navajo Technical University (Owner). Proposers shall furnish all the information required by the Request for Proposals or Invitations for Bid (ARFP/IFB'). Proposals must be signed, and the Proposer's name typed or printed on each page of the Proposal. Erasures or other changes must be initialed by the person signing the bid. Proposals/Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Proposers should retain a copy of their Proposal for their records.)
- c. Proposers must submit as part of their Proposal a completed Representations, Certifications, and Other Statements of Proposers' provided by Owner in the Owner's Proposal packet.
- d. All Proposal documents shall be sealed in an envelope which shall be clearly marked with the words Proposal Documents,' the RFP/IFB number, and/or any project or other identifying number or information, the Proposer's name, and the date and time for receipt of Proposals/Bids.
- e. If the RFP/IFB requires a Proposal covering all items, failure to do so will disqualify the Proposal. If submission on all items is not required, Proposers should indicate

those parts of the Project the Proposal does not cover.

- f. Unless expressly authorized elsewhere in the RFP/IFB, alternate Proposals/Bids will not be considered.
- g. Unless expressly authorized elsewhere in the RFP/IFB, Proposals/Bids submitted by electronic means will not be considered.

2. Explanations and Interpretations to Prospective Proposers

- prospective Proposer Any a. desiring an explanation or interpretation of the RFP/IFB, specifications, drawings, etc., must request it at least seven (7) days before the Proposal is due. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to procedure, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Anv information given a prospective Proposer concerning the RFP/IFB will be furnished promptly to all other prospective Proposers as a written amendment to the RFP/IFB, if that information is necessary in submitting Proposals/Bids, or if the lack of it would be prejudicial to other prospective Proposers.
- b. Any information obtained by, or provided to, a Proposer other than by formal amendment to the RFP/IFB shall not constitute a change to the RFP/IFB.

3. Amendments to RFPs/IFBs

a. If the RFP/IFB is amended, then all terms and conditions that are not modified remain unchanged.

- b. Proposers shall acknowledge receipt of any amendment to the RFP/IFB (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the Proposal form, or (3) by letter or facsimile, if those methods are authorized in the RFP/IFB. The Owner must receive acknowledgment by the time and at the place specified for receipt of Proposals/Bids. Proposals/Bids which fail to acknowledge the Proposer's receipt of any amendment will result in the rejection of the Proposal if the amendment(s) contained information that substantively changed the Owner's requirements.
- c. Amendments will be on file at the offices of the Owner and the Architect at least seven (7) days before the Proposal is due.

4. Responsibility of Prospective Contractor

a. The Owner will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a Proposer, Owner will consider such matters as the Proposer's:

i. Integrity.

- ii. Was sent by mail, or if authorized by the RFP/IFB, was sent by telegram or *via* facsimile, and it is determined by the Owner that the late receipt was due solely to mishandling by the Owner after receipt at the Owner; or
- iii. Was sent by U.S. Postal Service Express Mail Next Day Service Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two (2) working days prior to the date specified for receipt of Proposals/Bids. The term 'working days' excludes weekends and observed holidays.

- ii. Compliance with public policy;
- iii. Record of past performance; and
- iv. Financial and technical resources (including construction and technical equipment).
- b. Before a Proposal is considered for award, the Proposer may be requested by the Owner to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the Proposer to provide such additional information shall render the Proposer nonresponsive and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Proposals/Bids

- a. Any Proposal received at the place designated in the RFP/IFB after the exact time specified for receipt will not be considered unless it is received before award is made and it:
- i. Was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers (*e.g.*, an offer submitted in response to a RFP/IFB requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- b. Any modification or withdrawal of a Proposal is subject to the same conditions as in paragraph (a) of this provision.
- c. The only acceptable evidence to establish the date of mailing of a late Proposal, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the Proposal, modification, or withdrawal shall be processed as if mailed late. APostmark' means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed

by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Proposers should request the postal clerk to place a hand cancellation bulls-eye postmark on both the receipt and the envelope or wrapper.

- d. The only acceptable evidence to establish the time of receipt at the Owner is the time/date stamp of Owner on the proposal wrapper or other documentary evidence of receipt maintained by the Owner.
- e. The only acceptable evidence to establish the date of mailing of a late Proposal, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the AExpress Mail Next Day Service-Post Office to Addressee' label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. APostmark' has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, Proposers should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- f. Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful Proposal that makes its terms more favorable to the Owner will be considered at any time it is received and may be accepted.
- Proposals/Bids may be withdrawn by written notice or, if authorized by the RFP/IFB, by telegram (including mailgram) or facsimile machine transmission received at any time before the specified time on the day the Proposal due; provided is that written confirmation of telegraphic or facsimile withdrawals over the signature of the Proposer is mailed and postmarked prior to the specified time on the day the Proposal is due. A Proposal may be withdrawn in person by a Proposer or its authorized representative if, before the specified time on the day the Proposal was due, the identity

of the person requesting withdrawal is established and the person signs a receipt for the Proposal.

6. **Service of Protest**

a. Definitions. As used in this provision:

AInterested party' means an actual or prospective Proposer whose direct economic interest would be affected by the award of the contract.

Protest' means a written objection by an interested party to the RFP/IFB or to a proposed or actual award of a contract pursuant to the RFP/IFB.

- b. Protests shall be served on the Owner by obtaining written and dated acknowledgment from Robert Chase, Support Services Executive Director, Navajo Technical University.
- c. All protests shall be resolved in accordance with the Owner's protest policy and procedures, copies of which are maintained by Owner.

7. Contract Award

- a. The Owner will evaluate Proposals/Bids in response to the RFP/IFB without outside discussions and will award a contract to the responsible Proposer whose Proposal, conforming to the RFP/IFB, will be most advantageous to the Owner considering factors stated in the RFP/IFB.
- b. The Owner may reject any and all Proposals/Bids and waive informalities or minor irregularities in Proposals/Bids received, in accordance with the Owner's written policy and procedures.
- c. Unless precluded in the RFP/IFB, the Owner may accept any item or combination of items proposed.

d. A written award shall be furnished to the successful Proposer within the period for acceptance specified in the Request for Proposal and shall result in a binding contract without further action by either party.

8. **Bid Guarantee**

All Proposals/Bids must be accompanied by a negotiable bid guarantee that shall not be less than five percent (5%) of the amount of the Proposal. The Proposal guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a Proposal bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. The guarantee may also be an irrevocable Letter of

- a. The successful Proposer shall furnish an assurance of completion prior to the execution of any contract under the RFP/IFB. This assurance may be:
- i. a performance and payment bond in a penal sum of 100% of the contract price;
- ii. separate performance and payment bonds, each for 50 % or more of the contract price;
 - iii. a 20 % cash escrow.
 - iv. a 25 % irrevocable letter

of credit or

- v. a 10% irrevocable letter of credit that, if used, will be subject to Owner monitoring of disbursements by the contractor to vendors and subcontractors.
- b. Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing government contracts, the maximum

Credit. Certified checks and bank drafts must be made payable to the order of the Owner. The guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful Proposer as required by the RFP/IFB. Failure to submit a Proposal guarantee with the Proposal shall result in the rejection of the Proposal. Proposers will be returned as soon as practicable after the day the Proposal is due.

9. **Assurance of Completion**

For projects expected to exceed the small purchase threshold (\$250,000 or more in the aggregate) or as otherwise required by Owner:

- a. underwriting limits on each contract bonded, and the states in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Free copies of the circular may be obtained at https://www.fiscal.treasury.gov/surety-bonds/circular-570.html or by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington D.C. 20226.
- b. Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.
- c. Failure by the successful Proposer to obtain the required assurance of completion within the time specified, or within such extended period as the Owner may grant based upon reasons determined adequate by the Owner, shall render the Proposer ineligible for award. The Owner may then either award the contract to the next lowest responsible Proposer or solicit new Proposals/Bids. The Owner may

retain the ineligible Proposer's Proposal guarantee.

10. **Preconstruction Conference**

After award of a contract under the RFP/IFB and prior to the start of work, the successful Proposer will be required to attend a preconstruction conference with representatives of the Owner and other interested persons convened by the Owner. The conference will serve to acquaint the participants with the general plan of the operation and all other requirements of the contract. The Owner will provide the successful Proposer with the date, time, and place of the conference.

11. **Indian Preference Requirements**

The contract awarded under the RFP/IFB is subject to the requirements of the Navajo Nation Business Opportunity Act (NN Title 5, Chapter 2) and Indian Preference (25 C.F.R. 1000.

- a. Proposers seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their Proposals/Bids. Proof of Indian ownership shall include but not be limited to:
- i. Certification by a tribe or other evidence that the Proposer is an Indian. Owner shall accept the certification of a tribe that an individual is a member.
- ii. Evidence such as stock ownership, structure, management, control, financing, and salary or profit-sharing arrangements of the enterprise.
- b. All Proposers must submit with their Proposals/Bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the Owner in determining the statement's adequacy are included as an attachment to the RFP/IFB. Any Proposal that fails to include the required

statement shall be rejected as nonresponsive. Owner may require that comparable statements be provided by subcontractors to the successful contractor and may require the contractor to reject any Proposal or proposal by a subcontractor that fails to include the statement.

- c. Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the Proposal is submitted; or an individual who was not employed by the Proposer at the time the Proposal was submitted, but who is regularly employed by the Proposer in a supervisory or other key skilled position when work is available. Proposers shall submit with their Proposals/Bids a list of all core crew employees.
- d. Proposers should contact the Owner to determine if any additional local preference requirements are applicable to the RFP/IFB.
- e. The Owner maintains lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical foundations), that are available to Proposers to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

00005-5

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF ENTITY SUBMITTING RESPONSE TO REQUEST FOR PROPOSAL

1. Certificate of Independent Price Determination

- (a) The entity submitting this response to Request for Proposal (Proposer) certifies that:
- (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to (i) those prices, (ii) the intention to submit a Proposal, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other proposer or competitor before contract award unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
- (b) Each signature on the Proposal is considered to be a certification by the signatory that the signatory:
- (1) is the person in the Proposer's organization responsible for determining the prices being offered in this proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the Proposer's organization responsible for determining the prices offered in this proposal, and the title of his or her position in the Proposer's organization];

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- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Proposer deletes or modifies subparagraph (a)(2) above, the Proposer must furnish with its Proposal a signed statement setting forth in detail the circumstances of the disclosure.
- (d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

Each Proposer shall execute, in the form provided by Navajo Technical University, an affidavit to the effect that he/she has not colluded with any other person, firm, or corporation in regard to any Proposal submitted in response to this solicitation. If the successful Proposer did not submit the affidavit with his/her Proposal, he/she must submit it within three (3) working days of the Proposal opening. Failure to submit the affidavit by that date may render the Proposal nonresponsive. No contract award will be made without a properly executed affidavit.

(1) A fully executed ANon-collusive Affidavit@ [] is, or [] is not, included with the Proposal.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

Bona fide employee means a person, employed by a Proposer and subject to the Proposer's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

AImproper influence@ means any influence that induces or tends to induce a Navajo Technical University employee or officer to give consideration or to act regarding a Navajo Technical University contract on any basis other than the merits of the matter.

- (b) The Proposer represents and certifies as part of its Proposal that, except for full-time bona fide employees working solely for the Proposer, the Proposer:
- (1) [] has, or [] has not, employed or retained any person or company to solicit or obtain this contract; and
- (2) [] has, or [] has not, paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (c) If the answer to either (b)(1) or (b)(2) above is affirmative, the Proposer shall make an immediate and full written disclosure to the Navajo Technical University Contracting Officer.
- (d) Any misrepresentation by the Proposer shall give the Navajo Technical University the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fees; or (3) take any other remedy pursuant to the contract.

3. Organizational Conflicts of Interest Certification

The Proposer certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest, which is defined as a situation in which the nature of work to be performed under this proposed contract and the Proposer's organizational, financial contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the Proposer; or
- (b) Impair the Proposer's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

4. Proposer's Certification of Eligibility

- (a) By the submission of this Proposal, the Proposer certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the Proposer's firm, nor any of the Proposer's subcontractors, is ineligible to:
- (1) Be awarded contracts by any agency of the United States Government, HUD, or the state in which this contract is to be performed; or
- (2) Participate in HUD programs pursuant to 24 C.F.R. Part 24.
- (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Proposer knowingly rendered an erroneous certification, the contract may be terminated for default, and the Proposer may be debarred or suspended from participation in HUD programs and other federal contract programs.

5. Minimum Proposal Acceptance Period

(a) Acceptance period, as used in this provision, means the number of calendar days

available to the Navajo Technical University for awarding a contract from the date specified in this solicitation for receipt of Proposals.

- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Navajo Technical University requires a minimum acceptance period of forty-five (45) calendar days.
- (d) In the space provided immediately below, Proposers may specify a longer acceptance period than Navajo Technical University minimum requirement. The Proposer allows the following acceptance period: (___) calendar days.
- (e) A Proposal allowing less than the Navajo Technical University minimum acceptance period will be rejected.
- (f) The Proposer agrees to execute all that it has undertaken to do, in compliance with its Proposal, if that Proposal is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.
- 6. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000).
- (a) By the submission of this Proposal, the Proposer certifies that neither it nor any person or firm who has an interest in the Proposer's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of 29 C.F.R. ' 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of 29 C.F.R. ' 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. ' 1001.
- 7. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The Proposer certifies that:

- (a) Any facility to be used in the performance of this contract [] is, [] is not, listed on the Environmental Protection Agency's (AEPA@) List of Violating Facilities;
- (b) The Proposer will immediately notify the Navajo Technical University Contracting Officer, before award, of the receipt of any communication from the EPA Administrator, or other designee of the EPA, indicating that any facility that the Proposer proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) The Proposer will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

8. **Proposer's Signature**

The Proposer hereby certifies that the information contained in these representations and certifications is accurate, complete, and current.

(Signature and Date)	
(Typed or Printed Name)	
(Title)	
(Company Name)	
(Company Address)	

NAVAJO TECHNICAL UNIVERSITY CHINLE MOBILE HOME PARK

SECTION 000007 - GENERAL CONDITIONS

- A. General Conditions are legal documents. They should be prepared and approved for use on the project by the Owner, the Owner's attorney and the Engineer's attorney.
- B. The General Conditions of this Agreement shall be Standard General Conditions and Navajo Nation Supplemental Conditions of the Construction Contract and is included as C-700 NN Standard General Conditions

INDIAN ENTERPRISE QUALIFICATION STATEMENT (Mobile Home Park)

NOTE: Submit completed questionnaire to Navajo Technical University within the time frame specified. Use additional sheets to complete answers if needed.

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

1.	Applicant	wishes to qualify as:		
		An "Economic Enterprise" as defined in Section that is "any Indian-Ownedcommercial, industr purpose of profit: Provided, that such Indian Owneterprise"	ial or busine	ss activity established or organized for the
		or		
		A "Tribal Organization" as defined in Section Assistance Act (P.L. 93-638); that is: "the recog established organization of Indians which is control which is democratically elected by the adult me organization and which includes the maximum Provided, that in any case where a contract is lebenefiting more than one Indian Tribe, the approviletting or making of such contract or grant…"	nized governousled, sanction mbers of the participation of the grant must or grant m	ning body of any Indian Tribe; any legally ned or chartered by such governing body of a Indian community to be served by such of Indians in all phases of its activities ade to an organization to perform services
2.	Name	of Enterprise or Organization:		
	Contac	ct Person:		
	Addre	ess:		
	Telepl	hone No.:		
	Fax N	0.:		
		il:		
		ite:		
3.	Check	COne:		
		Corporation or Limited Liability Company		Joint Venture
		Sole Proprietorship		Other (describe)
		Partnership		
4.	Answe	er the following:		

If Corporation or Limited Liability Company:

a.	Date of incorporation	1:			
b.	State of incorporation	ı:			
с.		nt docum		e articles of incorporation, bylaws, mar regarding ownership and/or organiza	
d.	Corporation and estal	olish whet	her they a	e officers, directors, and/or managin are Indian (I) or Non-Indian (NI) and we cate of current tribal membership for o	hat percentage of ownership
Name and Social Securi Ownersh		I or <u>NI</u>	Title	Address	% of
				President	
				Vice-President	
				<u>Secretary</u>	
				<u>Treasurer</u>	
				Director/MM_	
				Director/MM_	
				Director/MM_	
(d what pe	rcentage	ders who are not listed above and estable of stock that they own, if any. Attach lian.	9
Name and Social Securi	ity No.	I or <u>NI</u>		<u>Address</u>	% of Ownership

or

date

of

Partnership

agreement:

established

If Sole Proprietorship or Partnership:

Sole

a. Date

Proprietorship

		percentage of stoc	dividual or partners and establish we keep that they own, if any. Attach a certical substance in the control of	
Name Social S	and Security No.	I or <u>NI</u>	<u>Address</u>	% of Ownership
	<u>If a Joint Venture</u> :			
	a. Date of Joint Venture	agreement:		
			articles of incorporation, bylaws, join ership and/or organization of the Join	
	pertinent documentat			
	c. Give the names and a	what percentage	embers of the joint venture, and estal of stock that they own, if any. At dian.	
Name a	c. Give the names and a Non-Indian (NI) and membership for each	what percentage	of stock that they own, if any. At	
	c. Give the names and a Non-Indian (NI) and membership for each	what percentage member who is In I or	of stock that they own, if any. At dian.	tach a certificate of current tribal % of

Name and Social Securi	ty No.	I or <u>NI</u>	Job Title	
		-		
	the past three (3) years, what entage of these employees have be		rerage number of employees (ex on-Indian employees?	cluding owners)? What
NOTES:				
I. Omission	of any information may be caus	se for this statemen	nt not receiving timely and compl	ete consideration.
II. The pers	sons signing below certify the MENT, including exhibits and att	nat all informationationation	on in this INDIAN ENTERPH and correct.	RISE QUALIFICATION
III. Print and	type name below all signatures.			
If applicant	is a Corporation, affix corpora	te seal		
Corp	orate Seal			
By:				_
Presi	dent's Signature		Date	
Attested:				
Secre	etary's Signature		Date	_

If applicant is a Limited Liability Company, By: _ Managing Member's Signature Date Attested: Signature Date If applicant is a Sole Proprietor, Date Name If applicant is in a Partnership or Joint Venture, all partners and/or members must sign below: Name Date Date Name Date Name Date Name Date Name

NAVAJO TECHNICAL UNIVERSITY CHINLE INSTRUCTIONAL SITE CHINLE MOBILE HOME PARK NON-COLLUSIVE AFFIDAVIT

By submission of this bid or proposal, the bidder certifies that:

- (a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor,
- (b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- (c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal or to fix overhead, profit, or cost element of said bid price, or that of any other or to secure any advantage against the Navajo Technical University;
- (d) The person, signing this bid or proposal certifies that he or she has fully informed himself or herself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; and
- (e) Attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

ACKNOWLEDGEMENT

I ć	lepose and says that he or she is [] an individual owner of, [] Partner
in, [] Officer of	(Name of Bidder) making the foregoing proposal or bid
for Project No.	, that such proposal or bid is genuine and not collusive and that al
statements herein are true.	
Signature:	
Bidder (if the bidder is an Individual	 .
Partner (if the bidder is a Partnership))
Managing Member (if the bidder is a	an LLC)
Officer (if the bidder is a Corporation	<u></u>

Subscribed and sworn to before me this	day of	, 20
	Notary Public for the State of	(Seal)
	Residing at:	
	My commission expires:	

EXHIBIT A **BID FORM**

BID FOR: MOBILE HOME PARK **COMPANY** NAME: Acknowledgement The undersigning having been familiarized with the existing conditions at the site of the work, and with the Contract Documents, which include the Invitation for Bids, Instructions to Bidders, this Bid, the Bid Bond of Cashier's Check, the Non-Collusive Affidavit, the requirements for Performance and Payment Security, the Form of Construction Contract, General Conditions, and applicable Special Conditions, Specifications and Drawings (and Exhibits and Addenda, if any thereto, and file in the Office of the Owner), hereby proposes to furnish all supervision, technical personnel, labor, material, machinery, tools, equipment, fixtures, and services including transportation services, and to perform and complete all work required within the time specified in the Contract Documents for the sum shown below. BID: \$ WRITTEN SUM: In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within thirty days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required performance and payment security with ten (10) days (or within a time period as the Owner may grant after the contract is presented to him for a signature. Bid Guarantee in the sum of ______ dollars (\$ ____ 3. is submitted herewith in accordance with the Invitation to Bidders. Attached hereto is an affidavit in proof that the undersigned has not colluded with and

- 4. person with respect to this proposal.
- 5. The Bidder represents the he () has, () has not, participated in a previous contract or subcontract subject to the opportunity clause prescribed by Executive Orders 10925, 11114, or 11246; that he () has, () has not, filed all required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with subcontractors which are exempt from the clause).

6. Certification of Non-Segregated Facilities. By signing this Bid, the Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, housing facilities provide for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to award of subcontracts of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward a notice to his proposed subcontractors as provided in the Instruction to Bidders. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date:		
(Name of Bidder)		
Official		
Address:		
By:		
Title:		

NAVAJO TECHNICAL UNIVERSITY CHINLE MOBILE HOME PARK

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned,	
	, as.
PRINCIPAL, and	, as
SURETY, are held firmly bound unto	-
Herein	after
called the Owner, in penal sum of	-
(\$), for the payment of which sum we bind ourselves, our heirs, exec administrators, and successors, jointly and severally.	utors,
THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal I submitted the accompanying bid date, for the subject	
WHEREAS, Principal has entered into certain Contract with the Owner, dated, a copy of which is hereto attached and made a part hereof.	

NOW, THERFORE, if the Principle shall not withdraw said bid within the period specified therein after the opening of the same, or it no period is specified, within one hundred twenty (120) days after said opening, and shall within the period specified therefore, or, if no period is specified within ten (10) days after the prescribed forms are presented to for signature, enter into written contract with the Owner in accordance with the bid as accepted, and give the required performance and payment security, for the faithful performance and proper fulfillment of such contract; or in the event of the with drawl of said bid within the period specified, or the failure to enter into such contract and give such security within the time specified, if the Principal pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both., if the latter amount to be in excess of the former, then the above obligation shall be avid and of no effect, otherwise to remain in full force and virtue.

BID BOND 000011 - 1

NAVAJO TECHNICAL UNIVERSITY CHINLE MOBILE HOME PARK

IN WITNESS, WHEREOF, the a affixed their seals hereto, this	± -	
In presence of		
	 Principal	(Seal)
	ттистраг	
	Business Principal	
ATTEST		
	Corporate Seal	
	Business Address	

BID BOND 000011 - 2

EXHIBIT C – BID SCHEDULE

SUMMARY SHEET:				
TOTAL COST	FOR ALL ITEMS	\$		
TOTAL G G GOGTG		Φ.		
TOTAL G.C. COSTS:		\$		
ARIZONA GRT:	(%)	\$		
NAVAJO TRIBAL TAX:	(%)	\$		
	· ·			
TOTAL BID AMOUNT:		\$		

SCHEDULE OF ITEMS FOLLOWING ADOT REQUIREMENTS

ITEM No.	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL COST
1	Clearing and Grubbing	AC			
2	Subgrade Preparation	SY			
3	Earthwork	CY			
4	Base Course, 6" Depth	SY			
5	Rip Rap, 6" Depth	SY			
6	12" Storm Drain	LF			
7	Chain Link Fence	LF			
8	SWPPP & Stormwater BMPs	LS			
9	Construction Staking by Contractor	LS			
10	Construction Testing	LS			
	SUBTOTAL				

SCHEDULE OF ITEMS FOLLOWING N.T.U.A. REQUIREMENTS

ITEM No.	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL COST
1	PVC Water Main Pipe	LF			
2	Gate Valve with Box	EA			
3	Combination Air Release and Vacuum Valve	EA			
4	Fire Hydrant and GV Assembly	EA			
5	Water Main Service Tap, Service Saddle, Corp Stop plus the following below.	EA			
6	PVC Gravity Sewer Main (SDR35)	LF			
7	4" Sewer Service Lines includes connection and cleanout	LF			
8	Cleanouts (single)	EA			
9	Manholes	EA			
10	Design Build – Electrical Service Connection to Mobile Home and RV Park to include transformer, disconnects, meter pack, mounting equipment, and conductors to each mobile home and RV station.	LS			
	SUBTOTAL				

^{*} Restrained joints are incidental to the water main and no separate measurement or payment will be made.

EXHIBIT C: BID SCHEDULE 000012 - 2

SECTION 011000 - SUMMARY

PROJECT INFORMATION

- A. Project Identification: Navajo Technical University, Chinle Mobile Home and RV Park
 - 1. Project Location: Navajo Technical University, Chinle, Arizona
- B. Owner: Navajo Technical University, Robert Chase, Director of Support Services, Phone: 505-860-4082, Email: rchase@navajotech.edu
- C. Civil Engineer:
 - 1. Francisco Urueta, Souder Miller and Associates, Phone: 575-647-0799, Email: francisco.urueta@suinadesign.com
 - 2. Ryan Curley, Souder Miller and Associates, Phone: 505-299-0942, Email: ryan.curley@suinadesign.com
- D. Contractor: The General Contractor will be selected by the Navajo Housing Authority.
- E. The Work consists of storm water pollution prevention plan, traffic control management, construction staking, construction testing, earthwork, base course, roads, concrete piers for mobile home stabilized gravel areas for RV's, chain link fencing, wet/dry utilities.
- F. Work by Owner: NA

1.2 WORK RESTRICTIONS

- A. Contractor's Use of Premises: During construction, Contractor will have full use of the construction site as indicated on plans.
- B. On-Site Work Hours: Limit work in the site area to the normal business working hours of 8 a.m. to 5p.m., Monday through Friday, unless otherwise indicated.
 - 1. Weekend Hours: With prior approval from the owner.

END OF SECTION 011000

SUMMARY 011000 - 1

SECTION 001300 - ADMINISTRATIVE REQUIREMENTS

GENERAL

1.01 SUMMARY

- A. Sections includes: General administrative requirements and provisions.
- B. Related documents and sections:
 - 1. General Conditions
 - 2. 001400 Quality Requirements. General quality requirements
 - 3. 001500 Temporary Facilities and Controls: Temporary facilities such as buildings, sanitary facilities, and utilities.

1.02 DESCRIPTION

A. Each division or section of the Specifications shall be deemed to have as its leading paragraph the following, which shall become part of each section or division as if written out in full: "Description: Contractor performing this work shall furnish all labor, equipment, tools, appurtenances and materials, except those specified to be furnished by others, and pay all special taxes or permits necessary to complete all work as hereinafter required or as shown or called for on the drawings and by these specifications".

1.03 SUBMITTALS

A. Provide submittals for all components of the project; proceed with related work only after such submittals have been reviewed and approved. Provide one set of reproducible originals for each shop drawing.

1.04 CONTRACTOR'S GUARANTEE

A. Contractor expressly warrants and guarantees the Work (including labor and materials) for a period of one (1) year from date of Substantial Completion. Contractor's guarantee (together with any additional guarantees or warranties necessary from Manufacturers and Subcontractors) shall be delivered to Owner in a form acceptable to Owner in conformance with the requirements of the Contract Documents as a condition precedent to final payment being due.

1.05 CERTIFICATE OF OCCUPANCY

A. Contractor shall obtain Certificate of Occupancy from the Navajo Technical University prior to Final Completion.

1.06 CONTRACTOR USE OF SITE AND OWNER OCCUPANCY

- A. Access to the site shall be through Owner's property and public roads.
- B. Contractor will have unrestricted use of the property in order to complete the project in a timely fashion.
- C. Limit use of the site to matters essential to performing the Work.
 - a. Contractor shall assume full responsibility for the protection and safekeeping of all materials and equipment.

1.07 FIELD ENGINEERING

A. Provide field engineering services; verify existing grades, lines and levels, by of recognized engineering survey practices. Control datum for survey is shown on the Drawings. Locate and protect control and reference points. Provide the services of a licensed surveyor.

1.08 PROJECT MANAGEMENT

- A. Provide administrative requirements for the proper coordination and completion of work including the following:
 - Competent administration and supervisory personnel. Contractor shall at all times be present
 at the Work in person or represented by a competent superintendent who shall supervise and
 direct the Work and shall be authorized by the Contractor to receive and fulfill instructions
 from the Architect.
 - 2. Upon notice to proceed, a Preconstruction Conference will be scheduled on site with the Architect, Owner's Representatives, Contractor and his applicable sub-contractors.
 - 3. Project meetings, minimum of once per month.
 - 4. Survey lines and levels. Work from lines and levels indicated on Drawings, calculate and measure required dimensions as shown within recognized tolerance, if not otherwise indicated. Do not scale Drawings to determine dimensions. Continuously advise tradesmen performing the work of marked lines and levels provided for use in layout work.
 - 5. Submit progress schedule, bar-chart type, updated monthly.
 - 6. Prepare submittal schedule; coordinate with progress schedule.
 - 7. Submit schedule of values.
 - 8. Submit schedule of required tests including payment and responsibility.
 - 9. Perform surveys:
 - 10. Laying out the work and verifying locations during construction.
 - 11. Final site survey.
 - 12. Submit and post a list of emergency telephone numbers and address for individuals to be contacted in case of emergency.
 - 13. Submit record drawings and specifications; to be maintained and annotated by Contractor as work progresses.
 - 14. Submit payment request procedures.
 - 15. Clean and protect the work.

1.09 SUBMITTAL PROCEDURES

- A. Provide types of submittals listed in individual sections and number of copies required below.
 - 1. Shop drawings, reviewed and annotated by the Contractor transparency and two blackline prints.
 - 2. Product data 4 copies.
 - 3. Samples 2, plus extra samples as required to indicate range of color, finish, and texture to be expected.
 - 4. Inspection and test reports 4 copies.
 - 5. Warranties 4 copies.
 - 6. Survey data 4 copies.
 - 7. Closeout submittals 4 copies.

- B. Comply with project format for submittals.
- C. Comply with submittal procedures established by Architect including Architect's submittal and shop drawing stamp. Provide required resubmittals if original submittals are not approved. Provide distribution of approved copies including modifications after submittals have been approved.
- D. Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction and related work. Note special coordination required. Note any deviations from requirements of the Contract Documents.
- E. Provide warranties as specified; warranties shall not limit length of time for remedy of damages Owner may have by legal statute. Warranties shall be signed by contractor, supplier or installer responsible for performance of warranty.

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Sections include: General quality requirements and provisions.
- B. Related sections:
 - 1. C-700 General Conditions
 - 2. 001300 Administration Requirements: General coordination requirements.
 - 3. 001500 Temporary Facilities and Controls: Temporary facilities such as buildings, sanitary facilities, and utilities.

1.02 CONSTRUCTION INDUSTRIES LICENSING ACT

A. Contractor shall comply with the Arizona Registrar of Contractors rules and regulations that enables contractors to legally operate in the State of Arizona.

1.03 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

1.04 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate. Comply with manufacturers' tolerances.

1.05 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

1.06 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to perform the following as applicable, and to initiate instructions when necessary.
 - 1. Observe site conditions.
 - 2. Conditions of surfaces and installation.
 - 3. Quality of workmanship.

1.07 CONTRACTOR'S QUALITY CONTROL

A. Perform quality control during installation.

SECTION 001700 - EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Sections include: General administrative requirements and provisions.
- B. Related documents and sections:
 - 1. C-700– General Conditions
 - 2. 001200 Price and Payment Procedures. Requirements for submitting Applications for Payment, See attached documents.
 - 3. 001400 Quality Requirements. General quality requirements
 - 4. 001500 Temporary Facilities and Controls: Temporary facilities such as buildings, sanitary facilities, and utilities.

1.02 CLOSE OUT PROCEDURES

- A. The following are prerequisites to substantial completion. Provide the following:
 - 1. Punch list prepared by Subcontractors as applicable.
 - 2. Supporting documentation.
 - 3. Warranties.
 - 4. Certifications.
- B. Provide the following prerequisites to final acceptance:
 - 1. Final payment request with supporting affidavits.
 - 2. Completed punch list.
- C. Provide a marked-up set of drawings including changes which occurred during construction.
- D. Provide the following during project closeout:
 - 1. Submission of record documents.
 - 2. Final cleaning and touch-up.
 - 3. Removal of temporary facilities.

PART 2 DOCUMENTS

- A. General Pay Request
- B. Subcontractor and Material Pay Request
- C. Lien Release
- D. Subcontractor Warranty

NTU CHINLE SITE - MOBILE HOME AND RV PARK

SECTION 260000 - ELECTRICAL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Design Build - Electrical service connection to mobile homes and RV stations to include design of transformer, disconnects, meter pack. and conductors to each mobile home and RV station. Location of the transformer, disconnects, meter pack and conductor alignments are approximate. Contractor must finalized design for NTU and NTUA approval.

1.02 RELATED REQUIREMENTS

A. Perform all work in accordance with the NTUA Electrical Specifications and 2014 Underground Electric Construction Standards.

ELECTRICAL 260000 - 1

SECTION 311000 - SITE CLEARING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Clearing and grubbing prior to fill operations.

1.02 RELATED REQUIREMENTS

1.03

- A. Perform all work in accordance with the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition).
- B. Section 01 1000 Summary: Limitations on Contractor's use of site and premises.
- C. Section 01 1000 Summary: Sequencing and staging requirements.
- D. Section 01 5000 Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- E. Section 01 7000 Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products.
- F. Section 31 2323 Fill: Filling holes, pits, and excavations generated as a result of removal operations.

1.04

1.05 QUALITY ASSURANCE

A. Perform all work in accordance with the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition).

PART 2 PRODUCTS

SITE CLEARING 311000 - 1

2.01 MATERIALS

A. Fill Material: As specified in Section 31 2200 – Grading

PART 3 EXECUTION

3.01 SITE CLEARING

- A. Comply with other requirements specified in Section 01 7000.
- B. Minimize production of dust due to clearing operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

3.02 EXISTING UTILITIES AND BUILT ELEMENTS

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Protect existing structures and other elements that are not to be removed.

3.03 VEGETATION

- A. Scope: Remove trees, shrubs, brush, and stumps in areas to be covered by fill.
- B. Do not remove or damage vegetation beyond the following limits:
 - 1. 40 feet outside the building perimeter.
 - 2. 10 feet each side of surface walkways, patios, surface parking, and utility lines less than 12 inches in diameter.
 - 3. 15 feet each side of roadway curbs and main utility trenches.
 - 4. 25 feet outside perimeter of pervious paving areas that must not be compacted by construction traffic.
- C. Install substantial, highly visible fences at least 3 feet high to prevent inadvertent damage to vegetation to remain:
 - 1. At vegetation removal limits.
 - 2. Around trees to remain within vegetation removal limits; locate no closer to tree than at the drip line.
 - 3. Around other vegetation to remain within vegetation removal limits.

SITE CLEARING 311000 - 2

- E. In areas where vegetation must be removed but no construction will occur other than pervious paving, remove vegetation with minimum disturbance of the subsoil.
- F. Vegetation Removed: Do not burn, bury, landfill, or leave on site, except as indicated.
 - 1. Chip, grind, crush, or shred vegetation for mulching, composting, or other purposes; preference should be given to on-site uses.
 - 2. Trees: Sell if marketable; if not, treat as specified for other vegetation removed; remove stumps and roots to depth of 18 inches.
 - 3. Sod: Re-use on site if possible; otherwise sell if marketable, and if not, treat as specified for other vegetation removed.
 - 4. Fill holes left by removal of stumps and roots, using suitable fill material, with top surface neat in appearance and smooth enough not to constitute a hazard to pedestrians.
- G. Dead Wood: Remove all dead trees (standing or down), limbs, and dry brush on entire site; treat as specified for vegetation removed.
- H. Restoration: If vegetation outside removal limits or within specified protective fences is damaged or destroyed due to subsequent construction operations, replace at no cost to Owner.

3.04 DEBRIS

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 311000

SITE CLEARING 311000 - 3

SECTION 312316.13 - TRENCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Backfilling and compacting for utilities outside the building to utility main connections.

1.02 RELATED REQUIREMENTS

- A. Perform all work in accordance with the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition).
- B. Section 31 2323 Fill: Backfilling at building and foundations.

1.03 REFERENCES

- A. Perform all work in accordance with the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition).
- B. AASHTO T 180 Standard Specification for Moisture-Density Relations of Soils Using a 4.54 kg (10-lb) Rammer and a 457 mm (18 in.) Drop; American Association of State Highway and Transportation Officials; 2010.
- C. ASTM C136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2006.
- D. ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)); 2012.
- E. ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2007.
- F. ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN m/m3)); 2012.
- G. ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method; 2008.
- H. ASTM D2487 Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2011.
- I. ASTM D 2922 Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth); 2005.
- J. ASTM D3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth); 2005.
- K. ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils; 2010.
- L. ASTM D6938 Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth); 2010

TRENCHING 312316.13 - 1

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Compaction Density Test Reports.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.
- B. When fill materials need to be stored on site, locate stockpiles where indicated by architect and/or construction manager.
 - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
 - 2. Prevent contamination.
 - 3. Protect stockpiles from erosion and deterioration of materials.

PART 2 PRODUCTS

2.01 FILL MATERIALS

A. Material shall meet 312323 FILL requirements.

PART 3 EXECUTION

3.01 EXAMINATION

3.02 TRENCHING

- A. Notify Architect of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- B. Slope banks of excavations deeper than 4 feet to angle of repose or less until shored.
- C. Do not interfere with 45 degree bearing splay of foundations.
- D. Cut trenches wide enough to allow inspection of installed utilities.
- E. Hand trim excavations. Remove loose matter.
- F. Remove excavated material that is unsuitable for re-use from site.
- G. Remove excess excavated material from site.

3.03 PREPARATION FOR UTILITY PLACEMENT

- A. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.
- B. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- C. Until ready to backfill, maintain excavations and prevent loose soil from falling into excavation.

3.04 BACKFILLING

- A. Backfill to contours and elevations indicated using unfrozen materials.
- B. Employ a placement method that does not disturb or damage other work.

TRENCHING 312316.13 - 2

- C. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- D. Maintain optimum moisture content of fill materials to attain required compaction density.
- E. Slope grade away from building minimum 2 inches in 10 ft, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
- F. Correct areas that are over-excavated.
 - 1. Other areas: Use general fill, flush to required elevation, compacted to minimum 97 percent of maximum dry density.
- G. Compaction Density Unless Otherwise Specified or Indicated:
- H. Reshape and re-compact fills subjected to vehicular traffic.

3.05 BEDDING AND FILL AT SPECIFIC LOCATIONS

A. Perform all work in accordance with the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition).

3.06 FIELD QUALITY CONTROL

- A. Perform compaction testing in accordance with recommendations contained in the geotechnical report.
- B. See Section 01 4000 Quality Requirements, for general requirements for field inspection and testing.
- C. Perform compaction density testing on compacted fill in accordance with ASTM D1556, ASTM D2167, ASTM D2922, or ASTM D3017.
- D. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D698 ("standard Proctor"), ASTM D1557 ("modified Proctor"), or AASHTO T 180.
- E. If tests indicate work does not meet specified requirements, remove work, replace and retest.

END OF SECTION 312316.13

TRENCHING 312316.13 - 3

SECTION 312323 - FILL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Filling, backfilling, and compacting for building volume below grade.
- B. Backfilling and compacting for utilities outside the building to utility main connections.
- C. Filling holes, pits, and excavations generated as a result of removal (demolition) operations.

1.02 RELATED REQUIREMENTS

A. Perform all work in accordance with the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition).

1.03 REFERENCE STANDARDS

- A. Perform all work in accordance with the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition).
- B. AASHTO T 180 Standard Specification for Moisture-Density Relations of Soils Using a 4.54 kg (10-lb) Rammer and a 457 mm (18 in.) Drop; American Association of State Highway and Transportation Officials; 2010.
- C. ASTM C136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2006.
- D. ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)); 2012.
- E. ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2007.
- F. ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN m/m3)); 2012.
- G. ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method; 2008.
- H. ASTM D2487 Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2011.
- ASTM D 2922 Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth); 2005.
- J. ASTM D3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth); 2005.
- K. ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils; 2010.

L. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth); 2010.

1.04 DEFINITIONS

- A. Finish Grade Elevations: Indicated on drawings.
- B. Subgrade Elevations: Indicated on drawings.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.
- B. When fill materials need to be stored on site, locate stockpiles where indicated.
 - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
 - 2. Prevent contamination.
 - 3. Protect stockpiles from erosion and deterioration of materials.
- C. Verify that survey bench marks and intended elevations for the Work are as indicated.

PART 2 PRODUCTS

2.01 FILL MATERIALS

ENGINEERED FILL MATERIAL FOR THIS PROJECT SHOULD MEET THE FOLLOWING GRADATION CRITERIA:

SIEVE % PASSING

4" 100 34 70-100 #4 50-100 #200 50 MAX.

THE PLASTICITY INDEX OF THE MINUS #40 SIEVE PORTION SHOULD NOT EXCEED FIFTEEN (15).

ENGINEERED FILL/BACKFILL MATERIAL SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING 10-INCHES IN THICKNESS AND COMPACTED TO AT LEAST 95 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D1557) AT A MOISTURE CONTENT WITHIN +/- 2 PERCENT OF OPTIMUM MOISTURE

THIS SPECIFICATION MUST BE USED FOR ROADS AND UTILITIES. IT SHALL NOT BE USED FOR STRUCTURAL PURPOSES

PART 3 EXECUTION

3.01 EXAMINATION

- A. Identify required lines, levels, contours, and datum locations.
- B. See Section 31 2200 for additional requirements.

3.02 PREPARATION

- A. Scarify subgrade surface to a depth of 6 inches to identify softspots.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.
- C. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- D. Until ready to fill, maintain excavations and prevent loose soil from falling into excavation.

3.03 FILLING

- A. Fill to contours and elevations indicated using unfrozen materials.
- B. Fill up to subgrade elevations unless otherwise indicated.
- C. Employ a placement method that does not disturb or damage other work.
- D. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Slope grade away from building minimum 2 inches in 10 ft, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
- G. Correct areas that are over-excavated.
 - 1. Load-bearing foundation surfaces: Fill with concrete.
 - 2. Other areas: Use general fill, flush to required elevation, compacted to minimum 97 percent of maximum dry density.
- H. Compaction Density Unless Otherwise Specified or Indicated:
- I. Reshape and re-compact fills subjected to vehicular traffic.

3.04 FILL AT SPECIFIC LOCATIONS

- A. Use general fill unless otherwise specified or indicated.
- B. Under Interior Slabs-On-Grade:
 - 1. Use granular fill.
 - 2. Compact to 95 percent of maximum dry density.

3.05 FIELD QUALITY CONTROL

- A. Perform compaction testing in accordance with recommendations contained in the geotechnical report.
- B. See Section 01 4000 Quality Requirements, for general requirements for field inspection and testing.
- C. Perform compaction density testing on compacted fill in accordance with ASTM D1556, ASTM D2167, ASTM D2922, or ASTM D3017.
- D. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D698 ("standard Proctor"), ASTM D1557 ("modified Proctor"), or AASHTO T 180.
- E. If tests indicate work does not meet specified requirements, remove work, replace and retest.

3.06 CLEANING

- A. Leave unused materials in a neat, compact stockpile.
- B. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- C. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

END OF SECTION 312323

SECTION 323113 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data.

PART 2 - PRODUCTS

2.1 FENCE COMPONENTS

- A. Fabric: Metallic-coated steel, 48" x 2-1/4" x 9-gauge black residential wire-knuckle knuckle
 - 1. Manufacturer: America's Fence Store
 - 2. Vinyl Coating: ASTM F 668, Class 2a or 2b.
 - 3. Color: Black
 - 4. Selvage: Knuckled on both selvages.
- B. Posts and Rails: Galvanized-steel pipe complying with ASTM F 1043 requirements for heavy industrial fence and color coated to match fabric.
- C. Tension Wire: Metallic-coated steel, ASTM A 817 and ASTM A 824 vinyl-coated steel, ASTM F 1664, in color matching fabric.
- D. Fittings and Accessories: ASTM F 626, color coated to match fabric, and as follows:
 - 1. Post and Line Caps: Provide weathertight cap for each post. Provide line post caps with loop to receive tension wire or top rail.
 - 2. Post Brace Assembly: Same material as top rail with 3/8-inch- (9.5-mm-) diameter rod and adjustable tightener.
 - 3. Bottom and Center Rail: Same material as top rail with cap on each end.
- E. Gate Posts, Swing Gates, and Accessories: ASTM F 900, same metal and finish as posts and rails, with galvanized hardware and accessories.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install fence to comply with ASTM F 567.
- B. Excavation: Drill post holes 8 inches (200 mm) in diameter and 40 inches (1.02 m) in depth, equally spaced, but not more than 10 feet (3.05 m) apart.

C. Setting Posts: Set posts in holes approximately 4 inches (102 mm) above bottom of excavation. Align posts vertically and align tops. Pour concrete footings with tops 2 inches (50.8 mm) above grade, troweled to a crown to shed water.

SECTION 321123 - AGGREGATE BASE COURSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Aggregate base course.
- B. Paving aggregates.

1.02 RELATED REQUIREMENTS

- A. Perform all work in accordance with the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition).
- B. Section 31 2323 Fill: Compacted fill under base course.
- C. Section 32 1216 Asphalt Paving: Binder and finish asphalt courses.

1.03 REFERENCE STANDARDS

- A. Perform all work in accordance with the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition).
- B. AASHTO M 147 Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses; American Association of State Highway and Transportation Officials; 1965 (2004).
- C. AASHTO T 180 Standard Specification for Moisture-Density Relations of Soils Using a 4.54 kg (10-lb) Rammer and a 457 mm (18 in.) Drop; American Association of State Highway and Transportation Officials; 2010.
- D. ASTM C136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2006.
- E. ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)); 2012.
- F. ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2007.
- G. ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN m/m3)); 2012.
- H. ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method; 2008.
- I. ASTM D2487 Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2011.
- J. ASTM D 2922 Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth); 2005.
- K. ASTM D3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth); 2005.

L. ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils; 2010.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.
- B. When aggregate materials need to be stored on site, locate stockpiles where indicated.
 - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
 - 2. Prevent contamination.
 - 3. Protect stockpiles from erosion and deterioration of materials.
- C. Verify that survey bench marks and intended elevations for the Work are as indicated.

PART 2 PRODUCTS

2.01 MATERIALS

A. Provide material in accordance with the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition).

2.02 SOURCE QUALITY CONTROL

- A. See Section 01 4000 Quality Requirements, for general requirements for testing and analysis of aggregate materials.
- B. Where aggregate materials are specified using ASTM D2487 classification, test and analyze samples for compliance before delivery to site.
- C. If tests indicate materials do not meet specified requirements, change material and retest.
- D. Provide materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify substrate has been inspected, gradients and elevations are correct, and is dry.

3.02 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. Do not place aggregate on soft, muddy, or frozen surfaces.

3.03 INSTALLATION

- A. Place aggregate in maximum 4 inch layers and roller compact to specified density.
- B. Level and contour surfaces to elevations and gradients indicated.
- C. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.

- D. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- E. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.04 CLEANING

- A. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- B. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

- M. ASTM C150/C150M Standard Specification for Portland Cement; 2012.
- N. ASTM C173/C173M Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2010b.
- O. ASTM C260 Standard Specification for Air-Entraining Admixtures for Concrete; 2010a.
- P. ASTM C309 Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete; 2011.
- Q. ASTM C494/C494M Standard Specification for Chemical Admixtures for Concrete; 2012.
- R. ASTM C618 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2012.
- S. ASTM C685/C685M Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2011.
- T. ASTM D1751 Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (nonextruding and Resilient Bituminous Types); 2004 (Reapproved 2008).
- U. ASTM D1752 Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction; 2004a (Reapproved 2008).

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Design Data: Indicate pavement thickness, designed concrete strength, reinforcement, and typical details.

PART 2 PRODUCTS

2.01 PAVING ASSEMBLIES

- A. Comply with applicable requirements of ACI 301.
- B. Design paving for parking and residential streets.
- C. Mobile Home Parking Area and RV's 4,000 psi, 28 day concrete. See plans for sections.

2.02 FORM MATERIALS

- A. Form Materials: Conform to ACI 301.
- B. Joint Filler: Preformed; non-extruding bituminous type (ASTM D1751) or sponge rubber or cork (ASTM D1752).
 - 1. Thickness: 1/2 inch.

2.03 REINFORCEMENT

A. Reinforcing Steel and Welded Wire Reinforcement: Types specified in Section 03 2000.

CONCRETE PAVING 321313 - 2

SECTION 330513 - MANHOLES AND STRUCTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Monolithic concrete manholes with masonry transition to lid frame, covers, anchorage, and accessories.
- B. Modular precast concrete manhole sections with tongue-and-groove joints with masonry transition to lid frame, covers, anchorage, and accessories.
- C. Monolithic FRP manholes with transition to lid frame, covers, anchorage, and accessories.

1.02 RELATED REQUIREMENTS

A. Perform all work in accordance with the NTUA Technical Specifications for Materials and Workmanship for Water and Wastewater Facilities..

SECTION 331116 - SITE WATER UTILITY DISTRIBUTION PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pipe and fittings for site water lines including domestic water lines and fire water lines.
- B. Valves, Fire hydrants, and Domestic water hydrants.

1.02 RELATED REQUIREMENTS

A. Perform all work in accordance with the NTUA Technical Specifications for Materials and Workmanship for Water and Waste Water Facilities.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

1.05 QUALITY ASSURANCE

A. Perform all work in accordance with the NTUA Technical Specifications for Materials and Workmanship for Water and Waste Water Facilities.

SECTION 331300 - DISINFECTING OF WATER UTILITY DISTRIBUTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Disinfection of site domestic water lines and site fire water lines specified in Section 33 1116.
- B. Disinfection of building domestic water piping specified in Section 22 1005.
- C. Disinfection of water storage tanks.
- D. Testing and reporting results.

1.02 RELATED REQUIREMENTS

A. Perform all work in accordance with the NTUA Technical Specifications for Materials and Workmanship for Water adn Wastewater facilities.

SECTION 333111 - SITE SANITARY UTILITY SEWERAGE PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sanitary sewerage drainage piping, fittings, and accessories.
- B. Connection of building sanitary drainage system to municipal sewers.
- C. Cleanout Access.

1.02 RELATED REQUIREMENTS

A. Perform all work in accordance with the NTUA Technicals Specifications for Materials and Wokmanship for Water and Wastewater Facilities.

APPENDIX A

Minimum Wage Rate Determination by the Office of Navajo Labor Relations

June 13, 2024 AD24-425

Robert Chase, Director of Support Services NAVAJO TECHNICAL UNIVERSITY Post Office Box 849
Crownpoint, New Mexico 87313

RE: NTU CHINLE MOBILE HOME PARK

Dear Mr. Chase:

The Office of Navajo Labor Relations (ONLR) received your request for prevailing wage rates for the above reference project. Please find attached the ONLR wage rates which are applicable to the highway / utilities construction project for the NTU Chinle Mobile Home Park.

Pursuant to the NPEA Section 607(B)(1) "...In all cases where construction is contemplated for which prevailing wage rates have not been set, the contract letting entity shall submit to ONLR a written request for a project prevailing wage scale. Such request shall be submitted not less than 60 days prior to the scheduled date for bid solicitation and shall include detailed information on the anticipated construction classifications, nature' of the project and completion plans...."

The ONLR respectfully requests that Navajo Technical University to review the requirements of the Navajo Preference in Employment Act (NPEA) before any work begins. If a Pre-Construction Conference is scheduled, the ONLR Office at (928) 871-6800 is to be notified and a representative will explain the applicable laws to the general contractor and subcontractors, where necessary.

Should you have any questions, contact our office at (928) 871-6800. Thank You.

Sincerely,

Michael Armijo, CEA

OFFICE OF NAVAJO LABOR RELATIONS

CONCURRENCE:

Ronald M. Curtis, Program Manager I

ATTACHMENTS



OFFICE OF NAVAJO LABOR RELATIONS PREVAILING WAGE

Wage Decision: ONLR24-0685HU

Date Issued: June 13, 2024

HIGHWAY / UTILITIES CONSTRUCTION

Highway / Utilities Construction includes the construction, alteration or repairs of roads, streets, highways, runways, parking areas and most other paving work and/or electrical transmission/water lines, substations and site preparations which are part of streets, highway, utility and light engineering projects.

NTU CHINLE MOBILE HOME PARK NAVAJO TECHNICAL UNIVERSITY

Effective January 1, 2024

Trade Classifications:	Hourly Rate:
Carpenter	\$ 24.18
Cement Mason	\$ 21.09
Concrete Finisher	\$ 22.18
Electrician	\$ 24.54
Flagger	\$ 15.69
Ironworker	\$ 25.62
Laborer	\$ 17.77
Mechanic	\$ 22.51
Painter	\$ 21.43
Plumber	\$ 24.36
Truck Drivers:	Hourly Rate:
Dump Truck	\$ 20.78
Tank Truck	\$ 20.26
Water Truck	\$ 20.91
Equipment Operators:	Hourly Rate:
Backhoe	\$ 22.10
Blade	\$ 22.51
Bloom	\$ 20.86
Bulldozer	\$ 22.51
Compactor (Rubber/Steel)	\$ 20.87
Crane	\$ 23.69
Driller	\$ 24.87

Forklift	\$ 20.15
Front End Loader	\$ 20.15
Laydown Machine	\$ 22.51
Motor Grader	\$ 22.51
Paver	\$ 21.16
Roller	\$ 20.87
Scraper	\$ 22.21
Track Hoe	\$ 22.21
Trencher	\$ 22.21

The rates listed above are required minimum ONLR Prevailing Wage Rates. Contractors may pay rates above these rates. The ONLR Director will add wage rates for unlisted classifications needed for work only after review and approval. Overtime is one and one half time the basic rate for hours worked over forty hours in one week. Foremen will receive an additional \$5.99 per hour. Where Federal Funds are involved, the Davis-Bacon rates apply. Other exceptions may apply in accordance with the Navajo Preference in Employment Act (NPEA), Section 7(E). Apprentices must be enrolled in a recognized apprenticeship program as required by Section 7(A)(6) of the NPEA. The appropriate apprenticeship program as outlined by the NPEA Section 7(E)(7) will govern wage rates for such apprentices. These wages apply only to the NTU CHINLE MOBILE HOME PARK construction project.

APPROVED:

Ronald M. Curtis, Program Manager I

06.13.24

Date

REVISED 01/02/2024 marmijo