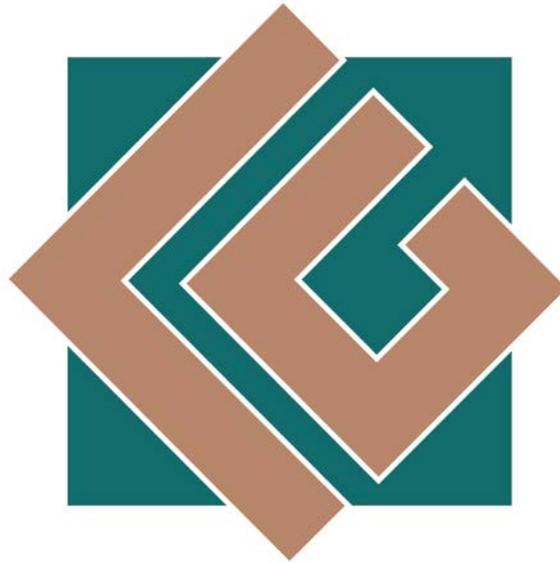


Contract Documents & Technical Specifications



City of Casa Grande

1ST STREET SIDEWALK PROJECT

29 February 2016



Expires: 12-31-17

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THE CONSTRUCTION DRAWINGS ENTITLED:

1ST STREET SIDEWALK PROJECT
N SACATON STREET TO N FLORENCE STREET

DATED: FEBRUARY 29, 2016

ARE AN INTEGRAL PART OF THESE CONTRACT DOCUMENTS, BUT ARE NOT BOUND AS PART OF THIS PROJECT MANUAL.

INVITATION FOR BIDS

1ST STREET SIDEWALK PROJECT

BID DUE DATE:	March 15, 2016 (Tuesday) 1:30 PM Local AZ Time
BID SUBMITTAL LOCATION:	City of Casa Grande Clerk's Office 510 East Florence Boulevard Casa Grande, AZ 85122
PRE-BID CONFERENCE DATE/TIME:	No Pre-Bid Conference to be Held
BID DOCUMENTS AVAILABLE AT:	City of Casa Grande City Clerk's Office 510 East Florence Boulevard Casa Grande, AZ 85122 (520) 421-8600
ESTIMATED PROJECT RANGE:	Between \$200,000 and \$400,000
QUESTIONS SHALL BE DIRECTED TO:	Duane Eitel, PE, City Traffic Engineer (520) 421-8625 deitel@casagrandeaz.gov

INTERESTED OFFERORS MAY OBTAIN A COPY OF THIS SOLICITATION BY CONTACTING THE CITY CLERKS OFFICE.

Competitive sealed bids for the specified equipment, materials, installations, and/or services shall be received by the City of Casa Grande at the City Clerk's Office, 510 East Florence Boulevard, Casa Grande, Arizona 85122, until the time and date cited. Bids received at or before the stipulated bid due date and time shall be publicly recorded. The City of Casa Grande takes no responsibility for informing recipients of changes to the original solicitation documents. Failure to submit addenda with the bid response may be grounds for deeming the bid non-responsive.

Bids must be in the actual possession of the City Clerk's Office at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. The prevailing clock shall be the City of Casa Grande City Clerk's office clock.

Bids must be submitted in a sealed envelope. **The bidder's name and address should be clearly indicated on the outside of the envelope.** All bids must be completed in blue or black ink or typewritten. Questions must be addressed to the person(s) listed above.

NOTICE OF BID

The City of Casa Grande will receive sealed bids for the following:

1ST STREET SIDEWALK PROJECT

Each bid shall be in accordance with the technical specifications and instructions on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122. Copies can be obtained by visiting the City's web site at www.casagrandeaz.gov or by calling the City Clerk's Office at (520) 421-8600.

Proposers are hereby notified that federal funds are being used to assist in the construction of this project. All construction contractors will be required to comply with all applicable federal laws. The City of Casa Grande has been awarded federal Community Development Block Grant (CDBG) funds from the Office of Housing and Urban Development for this project.

The Bidder shall be a licensed and bonded contractor in the State of Arizona and registered on the Official US Government System for Award Management (SAM). Minority, woman-owned, and disadvantaged businesses are encouraged to submit bids.

All bids must be submitted by **Tuesday, March 15, 2016**, at 1:30 PM, local Arizona time, to the City Clerk, Remilie S. Miller, 510 East Florence Boulevard, Casa Grande, Arizona, 85122. The bid opening will take place on **Tuesday, March 15, 2016**, at 1:30 PM in the Main Conference Room (2nd Floor), 510 East Florence Boulevard, Casa Grande, Arizona, 85122.

Bids must be addressed to:

**Remilie S. Miller, City Clerk
City of Casa Grande
510 East Florence Boulevard
Casa Grande, Arizona 85122**

The envelope must be boldly marked:

**BID ON THE 1ST STREET SIDEWALK PROJECT
FOR THE CITY OF CASA GRANDE
BID OPENING: TUESDAY, MARCH 15, 2016, at 1:30 PM**

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Bids, or to reject any or all bids; to be the sole judge of the suitability of the equipment, materials, installations, or services offered; and to award a contract or contracts for the furnishing of one or more items of the equipment, materials, installations, or services it deems to be in the best interest of the City.

James V. Thompson
City Manager

INFORMATION FOR BIDDERS

1. SECURING BID DOCUMENTS

- A. Specifications and other bid document forms are available at the following locations:

Remilie S. Miller, MMC, City Clerk
City of Casa Grande City Clerk's Office
510 East Florence Boulevard
Casa Grande, Arizona 85122
(520) 421-8600

Or on the City web site at www.casagrandeaz.gov

- B. Specifications and Bid Documents and Forms will be registered and provided at no cost to prospective bidders. Each bidder must supply all the information required by the Bid Documents and Specifications. Bids received from bidders not on the official list of plan holders, or submitted on bid forms without an official tracking number, may be considered to be non-responsive.

2. ADDITIONAL INFORMATION

- A. Project Description

The project generally consists of the removal and replacement of existing sidewalks and adjacent curb and gutter sections along 1st Street from North Sacaton Street to North Florence Street in the City of Casa Grande. There is additional related and appurtenant work associated with the project such as street and driveway pavement removal and replacement abutting the new sidewalk and curb and gutter sections and minor storm drain and fixture adjustment work. Principal/major items of work include the following:

- Pavement removals – approximately 14,225 SF
- New curb construction – approximately 1,680 LF
- New concrete sidewalk – approximately 6,610 SF plus 2 new sidewalk ramps
- New driveway pavement – approximately 2,485 SF
- New asphalt street pavement – approximately 3,310 SF
- Fixture adjustments – approximately 28 water meters, hydrants, and valve boxes

- B. City Project Manager

Duane Eitel, P. E.
City Traffic Engineer
City of Casa Grande
3181 North Lear Avenue, Casa Grande, AZ 85122
(520) 421-8625 deitel@casagrandeaz.gov

3. CONTENT OF BID SUBMITTAL

The Bid Package submitted for this project shall contain the following:

- Bid Proposal Form
 - Bid schedule
 - Evidence of contractor licensure by the State of Arizona
 - Minimum of three references with contact information for at least three similar sign installation contracts
- Certification of Bid
- Affidavit on Non-Collusion
- Surety (Bid) Bond

Plus, submittal of required CDBG forms:

- Form LS-2 CDBG Contractor's Certification – Completed and Executed
- Certifications Signature Form – Executed
- Form S3B-1 Section 3 Assurance – Completed and Executed
- Form S3B-2 Estimated Project Work Force Breakdown – Completed and Executed
- Form S3B-3 Business Self-Certification, If Applicable – Completed and Executed

4. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this Request for Bids, or finds discrepancies or omissions in the specifications, **the bidder may submit to the City Clerk, a written request for an interpretation or correction thereof no later than 2 weeks prior to the receipt of bids.** The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by written Addendum duly issued by the City. Contractor shall be responsible to monitor the City of Casa Grande web site for any addendums. All Addendums will be posted by the City Clerk's Office and become a part of the Original Contract Documents and Technical Specifications Bid Packet. The City will not be responsible for any other explanation or interpretation of the Request for Bids.

5. ADDENDUMS

Any addendums issued by the City during the time of bidding shall form a part of the contract documents and technical specifications bid package provided to the bidder for the preparation of the bid and shall be acknowledged in the bid and shall be made part of the contract. No addendums will be issued less than five (5) days prior to the bid opening.

6. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for the opening of bids.

7. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, and provide a straightforward and concise description of the bidder's capabilities to satisfy the requirements of these guidelines. The bidder shall be responsible for all costs incurred in the proposal and bid preparation and delivery.

8. SCHEDULE

The following is an estimated schedule of events. The City, however, reserves the right to alter this schedule of events as necessary and in the best interest of the City.

Call For Bids Advertisement Dates	February 24, 2016
Pre-Bid Conference	<i>No Pre-Bid Conference to be Held</i>
Contractor Question Deadline	March 07, 2016
Last Date for an Addendum	March 08, 2016
Bid Submittal Deadline / Bid Opening	March 15, 2016 at 1:30 pm (Tuesday)
City Council First Reading	April 04, 2016
City Council Second Reading	April 18, 2016
Bid Award (includes 30 day cure period)	May 18, 2016
Construction Contract Notice to Proceed & Project Kick-Off Meeting*	May 19, 2016
Contract Period / Contract Term	Ninety (90) calendar days
Estimated Project Completion	August 19, 2016

*Notice to Proceed will not be issued until the Public Works Department has received a copy of an executed and recorded construction contract from the City Clerk's Office.

9. EVALUATION PROCESS

Bids that are judged by the City to be unresponsive or materially incomplete will be immediately rejected.

Finalists will be selected from the remaining bidders.

The City will perform whatever research it deems necessary into the bidder's history, financial viability, and references. The bidder shall cooperate with the City's Project Manager (Traffic Engineer) or his designated representative by providing appropriate and requested information.

10. EVALUATION

Award of this contract will be for the lowest qualified base bid.

11. MULTIPLE BIDS

Bidders may submit multiple bids if they so desire. Such multiple bids will be evaluated separately on their own merits.

12. REQUIREMENTS

The City has established certain requirements as specified in the General Requirements and Technical Specifications sections. None of these requirements are designed to give any bidder an advantage or disadvantage in the bidding process. Bidders are encouraged to submit a bid if they feel they are qualified to do so. If the bidder does not meet any of the stipulated requirements, the bidder must state specifically which requirements are not met, how the same function may be otherwise performed, and why this deviation should not be considered material. The City's determination that a deviation is not material does not excuse the bidder from full compliance with all other specifications if the contract is awarded to the firm/company.

13. METHOD OF PAYMENT

Bidder should submit billing statements to the attention of the City Traffic Engineer. Contractor shall include the percent complete on the progress application that is authorized by the City Project Manager/Traffic Engineer. When applicable, the bidder should reference on the billing statement the purchase order number or the City contract number. The City of Casa Grande makes every effort to generate payment for claims within 30-days from the initial request.

14. DELIVERY OF PRODUCT/COMPLETION OF WORK

Upon receiving the Notice-to-Proceed or Purchase Order Number, Bidder shall mobilize and commence construction activities within 10 calendar days.

15. EXECUTION OF AGREEMENT

Successful bidder will be required to enter into a formal agreement that is consistent with the contract documents and technical specifications bid package outlined within. The Notice-to-Proceed will not be issued and a project construction Kick-Off meeting shall not be conducted until the City's Public Works Department is in receipt of an executed and recorded contract from the City Clerk's Office. The bidder to whom the Contract is awarded by the City shall, within 15 days after notice of award and receipt of Agreement forms from the City, sign and deliver to the City all required copies of the agreement. A sample Form of Contract (Agreement) is included in this bid packet – the contract specifics may change to comply with the bid specifications or to meet the needs of the City for this project.

16. MISCELLANEOUS INFORMATION

- A. All prices quoted will reflect the total to the City for the equipment, items, project, and services, and shall include all applicable taxes, fees, and other charges.
- B. The City will not honor any invoices or claims which are tendered more than sixty (60) calendar days after the close of the City's fiscal year for work completed.
- C. The City is not responsible for any bidder's errors or omissions.
- D. All bids submitted to the City are to remain firm for a minimum period of ninety (90) calendar days from the date the bids are officially opened.
- E. **The apparent successful bid is not officially accepted until such time as the bidder receives written notice of acceptance from the City Clerk.**
- F. If the bidder conducts business inside the City Limits, then a business license number is required.
- G. Where the bidder is a corporation or other type of legal entity, bids must be signed in the legal name of the entity followed by the name of the state of incorporation or place of formation, and signed by the legal signature of an officer authorized to bind the entity to a contract.

End of Information for Bidders Section

TECHNICAL SPECIFICATIONS

1ST STREET SIDEWALK PROJECT

The construction of the project shall be in accordance with the following standards:

2014 Revision to the 2012 Edition of the Uniform Standard Specifications and Details for Public Works Construction sponsored and distributed by the Maricopa Association of Governments, January 2014.

These Technical Specifications provide supplemental information regarding the bid line items for the project, and shall be used in conjunction with the Bid Schedule and the measurement and payment sections of the MAG Standard Specifications for determination of the quantities and line item costs for measurement and payment purposes for this project. These technical specifications provisions shall govern and control anywhere they may deviate or conflict with the MAG Standard Specifications.

In addition, anywhere the Maricopa Association of Governments Uniform Standards and Details for Public Works Construction, the Design Drawings, Special Provisions, or the Supplemental Conditions conflict, the more stringent of the document requirements shall apply, except the measurement and payment of construction bid items shall be governed by these provisions.

The various bid items for the project are described as follows.

1. REMOVE CURB AND GUTTER SECTIONS

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 336, Section 350, and other related sections and details.

Description: The existing concrete curb and gutter sections shall be removed where shown on the plans, or as may be marked in the field by the City Engineer or Inspector. Curb and gutter removal shall be made to the nearest construction joint and not to a saw-cut line. Adjacent sections of curb and gutter shall be protected in place and not disturbed. Any sections outside the designated removal areas that may be damaged by the Contractor's actions shall be removed and replaced at the Contractor's sole expense. Where new curb and gutter will be reconstructed at the same location as the removed curb and gutter, the depth of removal for curb and gutter sections shall include excavation of existing base and/or subgrade materials encountered to the subgrade depth required for placement of a 4" thickness of aggregate base course below the new curb and gutter sections. The work shall include all materials, equipment, and labor costs to remove the existing curb and gutter sections, and the excavated base/subgrade materials as needed, and to properly dispose of these materials at a legal and approved site.

Pay Item: Measurement will be based on the linear feet (LF) of existing curb and gutter sections removed as measured on the ground by the City Inspector. Payment will be made at the bid unit price per linear feet (LF) based on the measured quantity. Excavation as needed for future base placement and the proper and legal disposal of the removed materials shall be included in the bid price for this construction item.

2. REMOVE CONCRETE SIDEWALK

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 336, Section 350, and other related sections and details.

Description: The existing concrete sidewalk pavement section shall be removed for its full width, depth, and length where shown on the plans and as needed to construct the proposed improvements per the project plans. Concrete sidewalk pavement removal shall be made to the nearest construction joint, and not to a saw-cut line. Adjacent sections of sidewalk shall be protected in place and not disturbed. Any sections outside the designated removal areas that may be damaged by the contractor's actions shall be removed and replaced at the Contractor's sole expense. Where new sidewalk will be reconstructed at the same location as the removed sidewalk, the depth of removal for sidewalk sections shall include excavation of existing base and/or subgrade materials encountered to the subgrade depth required for placement of a 4" thickness of aggregate base course below the new sidewalk sections. The work shall include all materials, equipment, and labor costs to remove the existing concrete sidewalk pavement, and the excavated base/subgrade materials as needed, and to properly dispose of these materials at a legal and approved site.

Pay Item: Measurement will be based on the square feet (SF) of concrete sidewalk pavement surface area removed as measured on the ground by the City Inspector. Payment will be made at the bid unit price per square feet (SF) based on the measured quantity. Excavation as needed for future base placement and the proper and legal disposal of the removed materials shall be included in the bid price for this construction item.

3. REMOVE DRIVEWAY PAVEMENT

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 336, Section 350, and other related sections and details.

Description: The existing concrete and asphalt driveway pavement sections shall be removed for the full width, depth, and length where shown on the plans to accommodate the required sidewalk crossing improvements. Removals shall be made to a sawcut line to provide a clean vertical edge to pave against. Adjacent sections of driveway pavement not slated for removal shall be protected in place and not disturbed, and any areas that may be damaged by the

contractor's actions shall be removed and replaced at the Contractor's sole expense. Where new driveway pavement will be reconstructed at the same location as the removed driveway pavement, the depth of removal for driveway pavement sections shall include excavation of existing base and/or subgrade materials encountered to the subgrade depth required for placement of a 4" thickness of aggregate base course below the new driveway pavement sections. The work shall include all materials, equipment, and labor costs to sawcut a removal line, remove the existing concrete or asphalt driveway pavement, and the excavated base/subgrade materials as needed, and to properly dispose of these materials at a legal and approved site.

Pay Item: Measurement will be based on the square feet (SF) of concrete or asphalt driveway pavement surface area removed as measured on the ground by the City Inspector. Payment will be made at the bid unit price per square feet (SF) based on the measured quantity. Sawcut, excavation where needed for future base placement, and the proper and legal disposal of the removed materials shall be included in the bid price for this construction item.

4. REMOVE STREET PAVEMENT

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 336, Section 350, and other related sections and details.

Description: The existing asphalt and/or concrete street pavement sections shall be removed for the full width, depth, and length at the locations shown on the plans to accommodate the required curb and gutter and sidewalk improvements. The depth of removal for street pavement shall include excavation of existing base and/or subgrade materials encountered to the subgrade depth required for placement of the 8" thickness of aggregate base course per the typical structural pavement section shown on the plans. Removals shall be made to a sawcut line to provide a clean vertical edge to pave against. Adjacent sections of asphalt and concrete pavement not slated for removal shall be protected in place and not disturbed. Any areas outside the designated removal areas that may be damaged by the contractor's actions shall be removed and replaced at the Contractor's sole expense. The work shall include all materials, equipment, and labor costs to sawcut a removal line, remove the existing concrete or asphalt driveway pavement and the underlying base and/or subgrade materials, and to properly dispose of these materials at a legal and approved site.

Pay Item: Measurement will be based on the square feet (SF) of concrete or asphalt street pavement surface area removed as measured on the ground by the City Inspector. Payment will be made at the bid unit price per square feet (SF) based on the measured quantity. Sawcut, excavation as needed, and proper and legal disposal of the removed materials shall be included in the bid price for this construction item.

5. REMOVE CONCRETE VALLEY GUTTER

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 336, Section 350, and other related sections and details.

Description: The existing valley gutter concrete pavement section shall be removed for its full width, depth, and length where shown on the plans. Concrete valley gutter section removal shall be made to the nearest construction joint and not to a saw-cut line. Adjacent sections of valley gutter and other pavements shall be protected in place and not disturbed. Any sections or areas outside the designated removal areas that may be damaged by the contractor's actions shall be removed and replaced at the Contractor's sole expense. Where new concrete valley gutter will be reconstructed at the same location as the removed concrete valley gutter, the depth of removal for concrete valley gutter sections shall include excavation of existing base and/or subgrade materials encountered to the subgrade depth required for placement of a 4" thickness of aggregate base course below the new concrete valley gutter sections. The work shall include all materials, equipment, and labor costs to remove the existing materials and to properly dispose of these materials at a legal and approved site.

Pay Item: Measurement will be based on square feet (SF) of concrete valley gutter pavement surface area removed as measured on the ground by the City Inspector. Payment will be made at the bid unit price per square feet (SF) based on the measured quantity. Excavation as needed for future base placement and the proper disposal of the removed materials shall be included in the bid price for this construction item.

6. RECONSTRUCT BRICK DRIVEWAY

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 301, Section 324, Section 336, Section 340, Section 342, Section 350, Section 725, Detail 225, and other related sections and details.

Description: The existing brick driveway shall be removed for the full width, depth, and length where shown on the plans to accommodate the sidewalk improvements. The removed brick shall be protected and stockpiled for subsequent use in reconstructing the driveway. The depth of removal shall include excavation of existing base and/or subgrade materials encountered to the subgrade depth needed for placement of a 4" thickness of concrete base course underlying the salvaged brick. The Contractor shall prepare the subgrade, construct the 4" thick concrete base course, and lay the salvaged brick on the concrete base course generally in conformance with MAG Standard Detail Number 225 (modified to exclude the concrete headers). The pattern of the reconstructed brick driveway shall match the existing and adjacent brick driveway pattern. Adjacent sections of the brick driveway not slated for reconstruction shall be protected in place and not disturbed. Any areas outside the designated removal areas that may be damaged by the contractor's actions shall be removed and replaced at the Contractor's sole expense. The work shall include all materials, equipment, and labor costs for the removal,

salvaging, and stockpiling of the existing driveway brick pavers; the removal of the underlying base and/or subgrade materials and proper disposal of these materials at a legal and approved site; driveway subgrade preparation; 4" thick concrete base course construction; and construction of the brick driveway surface using the salvaged bricks to match the adjacent existing brick driveway pattern and appearance. Any extra brick shall be left on the property in a neat stack adjacent to the reconstructed driveway for the property owner.

Pay Item: Measurement will be based on the square feet (SF) of reconstructed brick driveway surface area as measured on the ground by the City Inspector. Payment will be made at the bid unit price per square feet (SF) based on the measured quantity. All work associated with the complete reconstruction of the brick driveway shall be included in the bid price for this construction item.

7. RELOCATE STREET LIGHT POLE

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction; and applicable sections of the City of Mesa Standard Specifications and Details.

Description: Contractor shall perform all work associated with the relocation of the existing street light where shown on the plans and set the relocated street light to grade. This bid item includes the temporary disconnection of the street light overhead wires from the pole(s); removal of the street light pole from its existing foundation; removal and disposal of the existing street light pole foundation; backfill of the excavation area for the removed street light pole foundation with flowable 2-sack cement-ABC slurry fill; construction of a new foundation for the existing street light pole (match existing size or use a 3' diameter x 6' deep concrete foundation – see City of Mesa standard specifications and details for street light pole installations); erection of the salvaged street light on the new foundation; and reattachment of electric service wires to the relocated pole site. Minimum clearance between the roadway surface and the low point on the wiring shall be maintained. The Contractor shall provide and include in the bid price any new wiring, supplies, hardware, etc. to make a complete and fully functional street light installation. The removed foundation and unusable materials shall be properly disposed of at a legal and approved site. Slurry backfill shall be flowable 2-sack cement-ABC slurry fill per MAG Section 728 for Controlled Low Strength Material.

Pay Item: Measurement shall be based on each (EA) relocated street light pole, complete and operational, as determined by the City Inspector. Payment will be made at the bid unit price per each (EA) based on the measured quantity.

8. REMOVE EXISTING FENCE

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 350, and other related and applicable sections and details.

Description: Remove existing fence bid item includes all materials, supplies, equipment, labor, and work needed to remove the existing fence material, fabric, wire, posts, and fence post base/foundation, and the proper disposal of the removed fencing and related materials at a legal and approved site.

Pay Item: Measurement shall be based on total length in linear feet (LF) of removed fence, complete, as measured by the City Inspector. Payment will be made at the bid unit price per linear feet (LF) based on the measured quantity. All work, supplies, materials, and labor related to complete the removal and disposal of existing fence shall be included in the bid unit price for this construction item.

9. 4" ROLL CURB AND GUTTER SECTION PER MAG STD DETAIL 220-1, TYPE C

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 301, Section 310, Section 340, Detail 220-1 (Type C), and other related sections and details.

Description: 4" roll curb and gutter sections shall be constructed at the locations shown on the plans and as may be designated and marked in the field by the City Engineer or City Inspector. Construction shall be in accordance with MAG Standard Specification Section 340 and Standard Detail 220-1, Type C. The contractor shall excavate the existing subgrade as needed, prepare the subgrade, construct a 4" thick layer of aggregate base course, and then construct the new 4" roll curb and gutter section to the lines and grades shown on the plans. The work shall include all materials, equipment, and labor costs to furnish, place, install, and construct the 4" rolled curb and gutter section on the 4" aggregate base course per the plans and specifications, including excavation work as needed, subgrade preparation per MAG Standard Specification Section 301, and aggregate base construction per MAG Section 310.

Pay Item: Measurement will be based on linear feet (LF) of new 4" roll curb and gutter section constructed on a 4" aggregate base course as measured on the ground by the City Inspector. Subgrade preparation and excavation work as needed are not measured separately for payment as they are considered incidental to this bid item. Payment will be made at the bid unit price per linear feet (LF) based on the measured quantity.

10. 6" VERTICAL CURB AND GUTTER SECTION PER MAG STD DETAIL 220-1, TYPE A

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 301, Section 310, Section 340, Detail 220-1 (Type A), and other related sections and details.

Description: 6" vertical curb and gutter sections shall be constructed where shown on the plans. Construction shall be in accordance with MAG Standard Specification Section 340 and Standard Detail 220-1, Type A. The contractor shall excavate the existing subgrade as needed,

prepare the subgrade, construct a 4" thick layer of aggregate base course, and then construct the new 6" vertical curb and gutter section to the lines and grades shown on the plans. The work shall include all materials, equipment, and labor costs to furnish, place, install, and construct the 6" vertical curb and gutter section on the 4" aggregate base course per the plans and specifications, including excavation work as needed, subgrade preparation per MAG Standard Specification Section 301 with depressed curb through sidewalk ramps as shown on the sidewalk ramp details, and aggregate base construction per MAG Section 310.

Pay Item: Measurement will be based on linear feet (LF) of new 6" vertical curb and gutter section constructed on a 4" aggregate base course as measured on the ground by the City Inspector. Subgrade preparation and excavation work as needed are not measured separately for payment as they are considered incidental to this bid item. Payment will be made at the bid unit price per linear feet (LF) based on the measured quantity.

11. VARIED HEIGHT VERTICAL CURB AND GUTTER SECTION PER MAG STD DETAIL 220-1, TYPE A

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 301, Section 310, Section 340, Detail 220-1 (Type A), and other related sections and details.

Description: Varied height (curb height varies from 9" to 14") vertical curb and gutter sections shall be constructed where shown on the plans. Construction shall be in accordance with MAG Standard Specification Section 340 and Standard Detail 220-1, Type A, except the curb height shall be constructed to the specified height shown on the plans. The contractor shall excavate the existing subgrade as needed, prepare the subgrade, construct a 4" thick layer of aggregate base course, and then construct the new 6" vertical curb and gutter section to the lines and grades shown on the plans. The work shall include all materials, equipment, and labor costs to furnish, place, install, and construct the varied height vertical curb and gutter section on the 4" aggregate base course per the plans and specifications, including excavation work as needed, subgrade preparation per MAG Standard Specification Section 301, and aggregate base construction per MAG Section 310.

Pay Item: Measurement will be based on linear feet (LF) of new varied height vertical curb and gutter section constructed on a 4" aggregate base course as measured on the ground by the City Inspector. Subgrade preparation and excavation work as needed are not measured separately for payment as they are considered incidental to this bid item. Payment will be made at the bid unit price per linear feet (LF) based on the measured quantity.

12. VARIED HEIGHT SINGLE CURB PER MAG STD DETAIL 222, TYPE B

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 301, Section 310, Section 340, Detail 222 (Type B), and other related sections and details.

Description: Varied height single curb sections shall be constructed at the locations and to the heights shown on the plans. Construction shall be in accordance with MAG Standard Specification Section 340 and Standard Detail 222, Type B, except the curb height shall be constructed to the specified height shown on the plans. The contractor shall excavate the existing subgrade as needed, prepare the subgrade, construct a 4" thick layer of aggregate base course, and then construct the new single curb section to the lines and grades shown on the plans. The work shall include all materials, equipment, and labor costs to furnish, place, install, and construct the varied height single curb section on the 4" aggregate base course per the plans and specifications, including excavation work as needed, subgrade preparation per MAG Standard Specification Section 301, and aggregate base construction per MAG Section 310, and including the reinforced single curb section where denoted and as detailed on the plans.

Pay Item: Measurement will be based on linear feet (LF) of new varied height single curb section constructed on a 4" aggregate base course as measured on the ground by the City Inspector. Subgrade preparation, excavation work as needed, and the installation of rebar reinforcement where designated are not measured separately for payment as they are considered incidental to this bid item. Payment will be made at the bid unit price per linear feet (LF) based on the measured quantity.

13. VARIED HEIGHT SINGLE CURB TERMINATION SECTION PER MAG STD DETAIL 222

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 301, Section 310, Section 340, Detail 222, and other related sections and details.

Description: Varied height single curb termination sections shall be constructed at the locations and to the heights shown on the plans. Construction shall be in accordance with MAG Standard Specification Section 340 and Standard Detail 222, except the curb height shall be constructed to the specified height shown on the plans and the length of the termination section for single curb heights over 6-inches shall be doubled from 2.5 feet to 5.0 feet. The contractor shall excavate the existing subgrade as needed, prepare the subgrade, construct a 4" thick layer of aggregate base course, and then construct the new single curb termination section to the lines and grades shown on the plans. The work shall include all materials, equipment, and labor costs to furnish, place, install, and construct the varied height single curb termination section on the 4" aggregate base course per the plans and specifications, including excavation work as needed, subgrade preparation per MAG Standard Specification Section 301, and aggregate base construction per MAG Section 310.

Pay Item: Measurement will be based on linear feet (LF) of new varied height single curb termination section constructed on a 4" aggregate base course as measured on the ground by the City Inspector. Subgrade preparation and excavation work as needed are not measured separately for payment as they are considered incidental to this bid item. Payment will be made at the bid unit price per linear feet (LF) based on the measured quantity.

14. VARIED HEIGHT CURB TRANSITION SECTION PER MAG STD DETAIL 221

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 301, Section 310, Section 340, Detail 221, and other related sections and details.

Description: Varied height curb transition sections shall be constructed at the locations and to the heights shown on the plans. Construction shall be in accordance with MAG Standard Specification Section 340 and Standard Detail 221, except the transition section shall be constructed to the specified height for the vertical curb end and to the specified length as shown on the plans. The contractor shall excavate the existing subgrade as needed, prepare the subgrade, construct a 4" thick layer of aggregate base course, and then construct the new curb transition section to the lines and grades shown on the plans. The work shall include all materials, equipment, and labor costs to furnish, place, install, and construct the varied height curb transition section on the 4" aggregate base course per the plans and specifications, including excavation work as needed, subgrade preparation per MAG Standard Specification Section 301, and aggregate base construction per MAG Section 310.

Pay Item: Measurement will be based on linear feet (LF) of new varied height curb transition sections constructed on a 4" aggregate base course as measured on the ground by the City Inspector. Subgrade preparation and excavation work as needed are not measured separately for payment as they are considered incidental to this bid item. Payment will be made at the bid unit price per linear feet (LF) based on the measured quantity.

15. 4" CONCRETE SIDEWALK PER MAG STD DETAIL 230

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 301, Section 310, Section 340, Section 725, Detail 230, and other related sections and details.

Description: Concrete sidewalk shall be constructed to a 4" minimum thickness with the length, width, and configuration as shown on the plans. Construction shall be in accordance with MAG Standard Specification Section 340 and Standard Detail 230. The contractor shall excavate the existing subgrade as needed, prepare the subgrade, construct a 4" thick layer of aggregate base course, and then construct the new 4" thick concrete sidewalk to the lines and grades shown on the plans. The work shall include all materials, equipment, and labor costs to furnish, place, install, and construct the 4" concrete sidewalk section on the 4" aggregate base course per the plans and specifications, including excavation work as needed, subgrade preparation per MAG Standard Specification Section 301, and aggregate base construction per MAG Section 310. This item is for all sidewalk on the project except for sidewalk ramps and sidewalk crossings of driveways.

Pay Item: Measurement will be based on square feet (SF) of new 4" thick concrete sidewalk constructed on a 4" aggregate base course as measured on the ground by the City Inspector. Subgrade preparation and excavation work as needed are not measured separately as they are considered incidental to this bid item. Payment will be made at the bid unit price per square feet (SF) based on the measured quantity.

16. 6" CONCRETE SIDEWALK CROSSING OF DRIVEWAYS

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 301, Section 310, Section 340, Section 725, Detail 230, and other related sections and details.

Description: Concrete sidewalk crossing of driveways shall be constructed to a 6" minimum thickness with the length, width, and configuration as shown on the plans. Construction shall be in accordance with MAG Standard Specification Section 340 and Standard Detail 230 except that the sidewalk shall be increased in thickness to 6-inches. The contractor shall excavate the existing subgrade as needed, prepare the subgrade, construct a 4" thick layer of aggregate base course, and then construct the new 6" thick concrete sidewalk crossing of driveways to the lines and grades shown on the plans. The work shall include all materials, equipment, and labor costs to furnish, place, install, and construct the 6" thick concrete sidewalk section on the 4" aggregate base course across driveways per the plans and specifications, including excavation work as needed, subgrade preparation per MAG Standard Specification Section 301, and aggregate base construction per MAG Section 310. This item is for sidewalk crossings of driveways.

Pay Item: Measurement will be based on square feet (SF) of new 6" thick concrete sidewalk crossing of driveways constructed on a 4" thick aggregate base course as measured on the ground by the City Inspector. Subgrade preparation and excavation work as needed are not measured separately as they are considered incidental to this bid item. Payment will be made at the bid unit price per square feet (SF) based on the measured quantity.

17. SIDEWALK RAMP PER CITY OF PHOENIX STD DETAIL P1238-1, MODIFIED FOR 15'R RETURN

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 301, Section 310, Section 340; Section 725, City of Phoenix Standard Detail No. 1238-1; and other related sections and details.

Description: Sidewalk curb ramps shall be constructed at the locations shown on the plans. Construction shall be in accordance with MAG Standard Specification Section 340 and the City of Phoenix Standard Detail No. 1238-1, modified for a 15' radius curb return, as shown on Plan Sheet 3. The contractor shall excavate the existing subgrade as needed, prepare the subgrade, construct a 4" thick layer of aggregate base course, and then construct the new concrete sidewalk ramp to the lines and grades shown on the plans and the modified detail. The work shall include all materials, equipment, and labor costs to furnish, place, install, and construct

the sidewalk curb ramps on the 4" aggregate base course per the plans, details, and specifications, including excavation work if needed, subgrade preparation per MAG Standard Specification Section 301, and aggregate base construction per MAG Section 310.

Pay Item: Measurement will be based on each (EA) complete installed sidewalk ramp unit and shall include the walking surfaces within the designated sidewalk ramp area. Excavation as needed, subgrade preparation, aggregate base construction, and construction of the sidewalk ramp concrete pavement are all included in this bid item. Payment will be made at the bid unit price per each (EA) based on the measured number of satisfactorily completed sidewalk ramps.

18. STREET PAVEMENT SECTION – 3" AC ON 8" ABC

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 301, Section 310, Section 321, Section 333, Section 702, Section 710, Section 713, and other related sections and details.

Description: The Contractor shall perform any excavation needed, prepare the subgrade, place and compact the required 8" thickness of aggregate base course, place and compact the required 3" thickness of asphalt concrete pavement, and apply a fog seal coat to the new asphalt surface in accordance with the pavement structural section shown on Sheet 3 of the construction drawings (plans). The depth of aggregate base course is 8-inches thickness and the depth of asphalt concrete pavement is 3-inches thickness. The asphalt pavement shall be ½" asphalt concrete mix designation, Marshall mix design for high traffic areas, per MAG Specification Section 710. The pavement base course and asphalt concrete pavement shall be placed and compacted between the existing street pavement and the new curb and gutter sections as shown on the plans. The work shall include all materials, equipment, and labor costs to furnish, place, compact, and construct the excavation, subgrade preparation, aggregate base course, asphalt pavement section, and fog seal coat per the plans and specifications.

Pay Item: Measurement will be based on square feet (SF) of street pavement section – 3" AC on 8" ABC (includes excavation, subgrade preparation, aggregate base course, asphalt concrete pavement, and fog seal coat) installed to the required extent and depth as measured on the ground by the City Inspector. Payment will be made at the bid unit price per square feet (SF) based on the measured quantity. Excavation, subgrade preparation, aggregate base course, asphalt concrete pavement, and fog seal coat are all included in this bid item and none of these items will be measured or paid for separately.

19. DRIVEWAY PAVEMENT SECTION – 3" AC ON 4" ABC

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 301, Section 310, Section 321, Section 333, Section 702, Section 710, Section 713, and other related sections and details.

Description: The Contractor shall perform any excavation needed, prepare the subgrade, place and compact the required 4" thickness of aggregate base course, place and compact the required 3" thickness of asphalt concrete pavement, and apply a fog seal coat to the new asphalt surface in accordance with the pavement structural section shown on Sheet 3 of the construction drawings (plans). The depth of aggregate base course is 4-inches thickness and the depth of asphalt concrete pavement is 3-inches thickness. The asphalt pavement shall be ½" asphalt concrete mix designation, Marshall mix design for high traffic areas, per MAG Specification Section 710. The pavement base course and asphalt concrete pavement shall be placed and compacted where shown and to the lines and grades shown on the plans. The work shall include all materials, equipment, and labor costs to furnish, place, compact, and construct the excavation, subgrade preparation, aggregate base course, asphalt pavement section, and fog seal coat per the plans and specifications.

Pay Item: Measurement will be based on square feet (SF) of driveway pavement section – 3" AC on 4"ABC (includes excavation, subgrade preparation, aggregate base course, asphalt concrete pavement, and fog seal coat) installed to the required extent and depth as measured on the ground by the City Inspector. Payment will be made at the bid unit price per square feet (SF) based on the measured quantity. Excavation, subgrade preparation, aggregate base course, asphalt concrete pavement, and fog seal coat are all included in this bid item and none of these items will be measured or paid for separately.

20. VALLEY GUTTER PER MAG STD DETAIL 240 MODIFIED

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 301, Section 310, Section 336, Section 340, Detail 240, and other related sections and details.

Description: 2-feet wide and 3-feet wide concrete valley gutter sections shall be constructed where shown and to the width specified on the plans. Construction shall be in accordance with MAG Standard Specification Section 340 and Standard Detail 240 modified to a narrower width (2' and 3' width) and as detailed on plan sheet 3. The contractor shall excavate the existing subgrade area as needed, prepare the subgrade, construct a 4" thick layer of aggregate base course, and then construct the new valley gutter section to the width, lines, and grades shown on the plans. The work shall include all materials, equipment, and labor costs to furnish, place, install, and construct the valley gutter section on the 4" aggregate base course per the plans and specifications, including additional excavation work if needed, subgrade preparation per MAG Standard Specification Section 301, and aggregate base construction per MAG Section 310.

Pay Item: Measurement will be based on square feet (SF) of new concrete valley gutter sections constructed on 4" aggregate base course as measured on the ground by the City Inspector. The pay item includes excavation, subgrade preparation, aggregate base course, concrete valley gutter sections, and all other miscellaneous and contingent work. Payment will be made at the bid unit price per square feet (SF) based on the measured quantity.

21. ADJUST VALVE BOX FRAME AND COVER

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 345, Detail 270, Detail 391-1, Detail 391-2, and other related sections and details.

Description: The Contractor shall adjust water valve box frames and covers and irrigation valve box frames and covers (and other miscellaneous fixtures affected by the project construction such as sewer cleanouts, survey markers, etc.) to match and be flush with the new pavement surface (asphalt or concrete) in accordance with MAG Standard Specification Section 345 and Standard Detail 270, and to the lines, grades, and elevations matching the abutting and surrounding pavement. The work shall include all materials, equipment, supplies, and labor costs to adjust the water valve box frames and covers and irrigation valve box frames and covers (or other similar miscellaneous box frames and covers), as required, including any and all materials needed to complete the adjustments.

Pay Item: Measurement will be based on each (EA) existing valve box frame and cover (or survey marker and/or miscellaneous frame and cover) adjusted to match and be flush with the new pavement surface as confirmed by the City Inspector. Payment will be made at the bid unit price per each (EA) based on the measured quantity.

22. ADJUST WATER METER BOX FRAME AND COVER

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 345, Detail 270, Details 310 – 314 and 320 (as applicable), and other related sections and details.

Description: The Contractor shall adjust water meter box frames and covers to match and be flush with the new pavement surface (asphalt or concrete) in accordance with MAG Standard Specification Section 345 and Standard Details 270, 310 – 314 and 320 as applicable, and to the lines, grades, and elevations matching the abutting and surrounding pavement surfaces. The work shall include all materials, equipment, supplies, and labor costs to adjust the water meter box, as required, including any and all materials needed to complete the adjustments.

Pay Item: Measurement will be based on each (EA) existing water meter box frame and cover adjusted to match and be flush with the new pavement surface as confirmed by the City Inspector. Payment will be made at the bid unit price per each (EA) based on the measured quantity.

23. ADJUST EXISTING FIRE HYDRANT

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 601, Section 610, Section 756, Detail 360-1, Detail 391-1, Detail 392-2, and other related sections and details.

Description: Adjust existing fire hydrant includes all costs associated with raising or lowering the existing fire hydrant by adjusting/replacing the hydrant barrel pipe so the base of the hydrant is located 1" minimum to 3" maximum above the new pavement grade in which it is situated per MAG Standard Detail 360-1. The adjustment includes all work to make a complete installation equivalent to new construction and may require furnishing and installing fittings, new hydrant barrel pipe, hydrant parts and supplies, and other materials and hardware as needed to make a complete and fully functional hydrant installation. The finished installation shall comply with MAG Detail No. 360-1 and related specifications sections and details. All fittings and components needed to make a complete installation are to be included in the bid item for adjust existing fire hydrant.

Pay Item: Measurement shall be based on each (EA) adjusted fire hydrant, complete, as determined by the City Inspector. Payment will be made at the bid unit price per each (EA) based on the measured quantity.

24. 15" RGRCP STORM DRAIN PIPE

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 601, Section 618, Section 728, Section 735, and other related sections, specifications, and details.

Description: The Contractor shall furnish and install 15-inch diameter rubber gasket reinforced concrete storm drain pipe (RGRCP) at the location, lines, and grades shown on the plans and in accordance with MAG Standard Specification Sections 601, 618, 728, and 735. The finished installation includes the cost of labor, materials, loading, hauling, gaskets, and equipment necessary for removal of obstructions; excavation and trenching; legal disposal of excavated material; placing, bedding and shading of the pipeline to grade; aggregate base for pipe bedding; slurry fill for pipe trench backfill to the pavement aggregate base course subgrade for the new pavement (MAG Detail No. 200-1). Slurry backfill shall be flowable 2-sack cement-ABC slurry fill per MAG Section 728 for Controlled Low Strength Material.

Pay Item: Measurement will be based on linear feet (LF) of 15" RGRCP storm drain pipe installed complete as measured from the inside wall of the new storm drain inlet to the inside wall of the existing manhole on the ground by the City Inspector. Payment will be made at the bid unit price per linear feet (LF) based on the measured quantity.

25. CATCH BASIN PER MAG STD DETAIL 535, TYPE F

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 505, Section 601, Section 618, Section 728, Standard Detail No. 535, and other related sections and details.

Description: The Contractor shall construct a concrete catch basin with a traffic-safe grate where shown and to the invert and top elevations provided on the plans and in accordance with MAG Standard Detail Number 535, Type F, Catch Basin. The work shall include all materials, equipment, and labor costs to excavate to the structure subgrade, prepare the structure subgrade, construct the concrete catch basin with a traffic-rated grate and new storm sewer pipe connection, and place slurry fill backfill to the subgrade elevation of the aggregate base course for the adjacent street, curb and gutter, single curb, and sidewalk pavements. Slurry backfill shall be flowable 2-sack cement-ABC slurry fill per MAG Section 728 for Controlled Low Strength Material.

Pay Item: Measurement will be based on each (EA) catch basin with grate constructed and completed as confirmed by the City Inspector. Payment will be made at the bid unit price per each (EA) based on the measured quantity.

26. CONNECT TO EXISTING STORM DRAIN MANHOLE

Specifications: Maricopa Association of Governments, Uniform Standard Specifications and Details for Public Works Construction, Section 601, Section 618, Section 625, Section 728, and other related sections and details.

Description: Connect to existing storm drain manhole includes all costs associated with cutting a hole in the side of the existing storm drain manhole to receive the new 15" RG RCP storm drain pipe, installation of the new pipe flush with the inside wall of the existing manhole, grouting the annular space around the pipe flush with the inside manhole wall, construction of a concrete collar around the pipe at the outside edge of the manhole, backfilling the excavated area adjacent to the manhole with flowable 2-sack cement-ABC slurry fill to the subgrade elevation of the aggregate base course for the replacement street, curb and gutter, and sidewalk pavement construction, including construction clean-up. All work associated with making the connection of the new storm drain pipe to the existing storm drain manhole should be included in the cost of this item. The Contractor shall verify the condition, location, and flow line elevation of the tie-in with the City's Inspector prior to construction of the storm drain pipe, catch basin inlet, and manhole connection.

Pay Item: Measurement shall be based on each (EA) connection made to existing storm drain manholes as determined by the City Inspector. Payment will be made at the bid unit price per each (EA) based on the measured quantity.

27. CHAIN LINK FENCE – 48” HEIGHT

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 420, Section 772, Detail 160, and other related and applicable specifications and details.

Description: Construct new 48” high chain link fence per MAG Detail 160 (modified for height). Bid item includes furnishing all materials, supplies, equipment, and labor to install the new chain link fence, fabric, top rail, bottom wire tie, posts, and fence post base/foundations where shown on the plans.

Pay Item: Measurement shall be based on total length in linear feet (LF) of new 48” high chain link fence, complete, as measured by the City Inspector. Payment will be made at the bid unit price per linear feet (LF) based on the measured quantity. All work, supplies, materials, and labor related to complete the installation of new chain link fence with concrete post foundations shall be included in the bid unit price for this construction item.

28. 4” WHITE LINE

Specifications: Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, 2008 Edition, Section 708 Permanent Pavement Markings, and related sections and details.

Description: The Contractor shall furnish and apply approved white traffic paint for the 4-inch wide white line ‘equivalent’ pavement striping at the locations as shown on the project plans. The work shall include all materials, equipment, supplies, and labor costs to paint the traffic control lane striping in accordance with Section 708 Permanent Pavement Markings of the ADOT Standard Specifications.

Pay Item: Measurement will be based on the linear feet (LF) of 4” wide white painted lines as measured on the ground by the City Inspector. Skips in dashed lines will not be included in the measurement. Lengths will be based on a 4” wide stripe. Lines wider than 4-inches shall be measured in 4-inch strips for the full width of the line (e.g. a 12” wide line would be measured as 3 equivalent length 4” lines). Payment will be made at the bid unit price per linear feet (LF) based on the measured quantity.

29. RELOCATE SIGN

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 350; ADOT Standard Specifications for Road and Bridge Construction, Section 607 Roadside Sign Support, Section 608 Sign Panels; Manual on Uniform Traffic Control Devices; and other related specifications and details.

Description: Relocate Sign includes all materials, supplies, equipment, and labor needed to remove the existing sign panel, post, base and foundation; salvage the sign panel and post for reuse without causing damage to their existing condition; properly dispose of the existing and non-salvageable sign base/foundation; install the salvaged sign post with a new sign base and foundation where shown on the plans; reattach the existing sign; and all other related and incidental work to make a complete sign installation; all in accordance with applicable ADOT Standard Specifications and the MUTCD. Damaged or non-useable sign panels or sign posts shall be replaced with new comparable signs or posts as needed at no additional cost.

Pay Item: Measurement shall be based on each (EA) relocated sign, complete, as determined by the City Inspector. Payment will be made at the bid unit price per each (EA) based on the measured quantity. All work, supplies, materials, and labor related to the relocation of existing signs as described herein shall be included in the bid unit price for this construction item.

30. TRAFFIC CONTROL

Description: Effective and safe traffic control is critically important for this project. The Contractor shall coordinate closely with City officials throughout the duration of the project to ensure safe passage of pedestrian, bicycle, and vehicular traffic. This construction/bid item includes any and all traffic control supervisors, flaggers, barrels, cones, barricades, lights, signage, directional pedestrian routing, and development and implementation of an approved traffic control plan. Traffic control shall route traffic over a uniform durable driving surface at all times with no drop offs adjacent to traffic travel lanes greater than 2" at any time. Traffic control shall meet all requirements of the Arizona Department of Transportation and the Manual on Uniform Traffic Control Devices. Access to businesses and residences must be maintained at all times unless a minimum of 48 hours written notification is given to property owners including an estimated length of time for the entire duration of the planned closure. The Contractor shall be responsible for individual notification to residences and business owners within the construction area whenever they are impacted by access restrictions, road closures, and construction activities impacting their properties.

Traffic Control Plan: Prior to the start of work, the contractor shall submit a detailed "Final Vehicular and Traffic Control Plan" to the City of Casa Grande Project Manager and City Engineer for approval. The plan will address and include:

1. A schedule for shutting down residential and business access, with durations, as necessary.
2. Proposed signage indicating any applicable closures or for redirect (detour).
3. Signage layout and design in compliance with the Manual on Uniform Traffic Control Devices.
4. Overall total length (distance and duration) of street and/or driveway closures for both 1st Street and impacted cross-streets due to construction activities at any point in time during the overall project schedule. The Contractor shall clean up and re-open street one block at a time and prior to starting construction on the next block.

5. Construction staging and phasing to limit total length of closures.

Pay Item: Measurement shall be on a lump sum (LS) basis for all labor, equipment, materials, rentals, and supplies involved in Traffic Control for the total duration of construction activities as required. Payment shall be monthly and prorated based on the percentage completion of the total contract.

31. ALLOWANCE FOR OWNER DIRECTED CHANGES

Description: The project owner, the City of Casa Grande, may from time to time during construction, direct the contractor to make minor changes in the project. Such changes may include, but not be limited to, adding new lengths of sidewalk or other items of construction, making minor changes to the design based on more detailed field evaluations, addressing conflicts that may arise during construction, and other changes deemed to improve the overall project and meet the City's needs. Such changes will be paid for at the associated bid unit prices. For any work for which there is not an established construction/bid item and unit price, the Contractor and City will agree on a price for such work items in advance of the work being performed. All work performed using this section will be documented in a contract change order detailing changes in the amounts of contract bid items and agreed upon pricing for items not covered by unit cost bid items. The change order will reflect the additional work in the contract bid items, the negotiated cost for work not included in the contract bid items, any adjustment to the project completion time, and a corresponding reduction in the Allowance for Owner Directed Changes amount.

Pay Item: This bid line item is a fixed allowance amount for bidding purposes. No measurement is needed nor will be made. Measurement and payment for owner directed changes will be handled through the contract change order process, as described above.

ADVISORY INFORMATION

The Contractor is hereby advised of the following items as special requirements per these technical specifications. These items of work must be included in the applicable bid items as referenced herein as they will NOT be measured or paid for separately.

2-sack Cement-ABC Slurry Backfill: The backfill of the storm drain pipe, storm drain catch basin, and any other excavation below the subgrade elevation of the aggregate base course for all pavements constructed for this project shall be made using 2-sack cement-ABC slurry backfill. The slurry backfill material shall generally comply with MAG Section 728 for Controlled Low Strength Material.

Aggregate Base Course (ABC): All pavements constructed as part of this project shall have a 4" layer of aggregate base course constructed beneath the pavement as a mandatory City requirement. The only exception is for asphalt street pavement which shall have an 8" layer of

aggregate base course constructed beneath the pavement as specified herein and shown on the plans.

Fog Seal: All asphalt pavements constructed, for both street and driveway surfaces, shall have a fog seal applied to the new pavement surface. The fog seal shall comply with the plan notes and with MAG Section 333 for Fog Seal Coats.

Critical Slope Maximums: This project is basically for the reconstruction of existing sidewalks. As such, the provisions of the Americans with Disabilities Act (ADA) are to be met. It is imperative that no sidewalk be constructed that:

1. Has a longitudinal slope exceeding 5%
2. Has a transverse cross slope exceeding 2%

The project design was completed with this intent. The contractor must check the longitudinal slopes and transverse slopes of all sidewalks, including sidewalk crossings of driveways, prior to placing any concrete to ensure the slope maximums are not exceeded. Should any slopes be determined to exceed these maximums, the Contractor shall immediately notify the City Project Manager and shall not place any concrete until the design has been revised so the slopes comply with ADA requirements. Any sidewalk constructed exceeding these slopes shall be removed and replaced to a revised design at the Contractor's expense.

INCIDENTAL ITEMS

Any and all items of work to be provided by the Contractor that are not specifically listed in the Bid Schedule will NOT be measured or paid for separately as they are considered "incidental" and "subsidiary" to the overall project. The cost associated with each incidental item of work shall be applied to its associated bid schedule line item or across all applicable bid schedule line items as most appropriate in the judgment of the Contractor.

The following is a list of some, but not all, construction work that shall be provided, but are considered "incidental" to the construction project, and this work will not be paid for separately as a bid item:

- **Water Used by the Contractor for Construction Purposes**

The Contractor shall establish an account with the City (Finance Department) to purchase water used at a nominal rate for construction purposes so the City has a record of water usage. The City will provide a meter for this purpose. The Contractor shall reimburse the City for the cost of water used for this project. The cost of associated work and the cost of water used are incidental to the overall project.

- **Construction Staking of all Improvements**

Cost for all labor, materials, and equipment associated with construction surveying and staking including, but not limited to, information gathering of existing elevations and the staking of storm sewer lines, fixtures and appurtenances, utilities, removals and new paving, and all other associated improvements for construction purposes. Any survey monuments that are disturbed during construction activities shall be replaced at the Contractor's expense.

- **Mobilization Costs**

Cost to mobilize for the project such as moving equipment, trucks, and personnel, both to the site and off the site upon completion of the work. Also includes expenses for bonds, licenses, permits, project coordination, sanitation facilities, materials, quality control testing, testing coordination, cut-sheet submittals, storage of materials, stormwater management (SWPPP), removal and disposal of construction debris, and the temporary supplies, power, and telephone, all necessary for the execution of the work.

- **Site Cleanup and Right-of-Way Restoration**

Fine grading disturbed surfaces; spreading new decomposed granite on disturbed surfaces where it existed prior to construction; returning staging areas and surrounding disturbed areas to their original condition (or better), and including reseeding, if necessary. Also includes all costs associated with implementation of street sweeping as necessary to eliminate tracked mud and debris from the project site onto paved surfaces via construction vehicle traffic and domestic traffic as a stormwater management, pollution, and sediment control mitigation measure. Sweeping shall be monitored and performed daily as needed and as may be directed by the City Engineer or Public Works Inspector. Staging areas shall be provided with security fencing, scrubber pad to keep from tracking dirt/mud onto street surfaces, frequent housekeeping cleanup, and restoration of site to a condition as good if not better than found prior to construction.

- **Record drawings**

Accurate red-lined "as-built" drawings of all pavements, street reconstruction, sidewalk and driveway construction, installed and constructed storm drain lines, fixtures (including valves and fittings), appurtenances, signs, markings, utilities, services, other improvements, and any encountered existing utility not already shown, shall be provided to the City Engineer upon completion of the construction. The location of all installed features shall be dimensioned, with the location based on identifiable surface features. Two weeks prior to final settlement, full record (as-built) drawings and data will be required from the Contractor.

End of Technical Specifications Section

GENERAL REQUIREMENTS

1. PROJECT DESCRIPTION

- A. The project generally consists of the removal and replacement of existing sidewalks and adjacent curb and gutter sections along 1st Street from North Sacaton Street to North Florence Street in the City of Casa Grande. There is additional related and appurtenant work associated with the project such as street and driveway pavement removal and replacement abutting the new sidewalk and curb and gutter sections and minor storm drain and fixture adjustment work. Principal/major items of work include the following:
- Pavement removals – approximately 14,225 SF
 - New curb construction – approximately 1,680 LF
 - New concrete sidewalk – approximately 6,610 SF plus 2 new sidewalk ramps
 - New driveway pavement – approximately 2,485 SF
 - New asphalt street pavement – approximately 3,310 SF
 - Fixture adjustments – approximately 28 water meters, hydrants, and valve boxes

2. PRE-BID CONFERENCE

- A. No pre-bid conference will be held

3. SUBMITTING BIDS

- A. No bid will be considered unless it is made upon the proposal form(s) contained herein and submitted with the project proposal pamphlet containing all required supplemental information as described herein. No project proposal pamphlet shall be disassembled. All blank spaces for proposal prices must be filled in (in ink, typewritten or printed) and the total base bid must be in both words and numeric figures.
- B. A bid may be withdrawn prior to the time set for opening of bids.
- C. Bids received after the time and date specified in the NOTICE OF BID will be returned unopened to the bidder.

4. SURETY (BID) BOND REQUIREMENTS

- A. No proposal will be read unless accompanied by a proposal guarantee in the form of a certified or cashier's check, or surety bond, in the amount of 10% of the bid amount. The guarantee shall be made payable to and shall be acceptable to the City of Casa Grande.
- B. Such bonds shall be executed solely by a surety company or company holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable to and shall be acceptable to the City of Casa Grande and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law.
- C. The surety (bid) bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.
 - i. All proposal guarantees, except those of the three lowest qualified bidders, will be returned following the opening and checking of the bid proposals. The proposal guarantees of the three lowest qualified bidders will be returned after the contract documents have been executed.

5. AWARD AND EXECUTION OF THE CONTRACT

- A. The contract will be awarded, or all bids rejected, as soon as practical after the date of the opening of bids, as stated in the NOTICE OF BID. The contract will be awarded within 90 days after the bid opening date, unless otherwise agreed upon in writing by both parties to the contract.
- B. Award of this contract will be to the qualified bidder with the lowest qualified base bid price for the project. It is the intention of the City to award one contract for the entire project.
- C. Protest Procedure: Any bid protests shall be submitted in writing to the City Clerk, City of Casa Grande, 510 East Florence Boulevard, Casa Grande, AZ 85122, within 72 hours of the bid award notification. Protests must contain, at a minimum, the name, address and telephone number of the protester, the signature of the protester or its legal representative, evidence of authority to sign on behalf of the bidder, a detailed statement of the legal and factual grounds of the protest including copies of relevant data, and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, the City's Project Manager, and/or others, the City

will respond to the protest. The City of Casa Grande reserves the right to reject any or all bids, to waive irregularities of information in any bid, and/or to take any steps determined prudent in order to resolve the protest.

- D. Bonds in the following amounts will be required to be submitted by the lowest qualified bidder within ten (10) working days after the notice of award and receipt of contract:
 - i. Bond for benefit of labor and material suppliers at 100 percent of the bid price.
 - ii. Bond for performance of contract at 100 percent of the bid price.
- E. Information relative to execution of the contract documents may be obtained from the Administrative Services Director, City of Casa Grande, 510 East Florence Boulevard, Casa Grande, Arizona 85122.

6. SPECIFICATIONS TO SUCCESSFUL BIDDERS

- A. Unless otherwise specified in the Special Provisions, the successful bidder may obtain four additional sets of printed Contract Documents and Technical Specifications for this project from the Engineer at no cost.
- B. If the successful bidder desires more than the four sets of Contract Documents and Technical Specifications, the Contractor/vendor shall make arrangements with the City's Traffic Engineer regarding the requested number of additional sets and pay the costs to reproduce the desired number of sets of project documents.

7. STANDARD DETAILS AND SPECIFICATIONS

- A. Except as otherwise required in the technical specifications, construction of this project shall be in accordance with all applicable requirements of the Uniform Standard Specifications and Details for Public Works Construction as sponsored and distributed by the Maricopa Association of Governments (MAG), latest edition, et. seq.
- B. The project's traffic control devices, signage, pavement markings, and equipment installation and operation shall also comply with all applicable requirements of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, latest edition, and the Arizona Supplement to the MUTCD, latest edition.

8. START AND COMPLETION OF WORK

- A. **Work shall start within ten (10) calendar days after the starting date set forth in the "Notice to Proceed" issued to the Contractor and shall be completed within 90 calendar days of said starting date.** The time allowed for completion of the work includes "lead time" for obtaining necessary materials and/or equipment.

- B. Completion times (or dates) will be stipulated in the Notice to Proceed. It is the Bidder's responsibility to review the number of calendar days listed to complete this Work. If the Bidder believes that the number of days listed is not sufficient, the Bidder must notify the City in writing, a minimum of ten (10) calendar days prior to the Bid Opening, of the number of additional days the company would require to complete the Work. Any and all requests will be reviewed by the City. If the City determines that additional days should be allowed, an amendment will be issued in the form of an addendum stating the new number of calendar days required to complete the Work.
- C. Liquidated damages in the amount of five hundred seventy dollars (\$570.00) per calendar day may be assessed for each day the Work remains incomplete after the scheduled and agreed upon completion date.

9. QUANTITIES

- A. All quantities stated on the bid form are subject to adjustment as may be dictated by Project and/or City requirements. Quantities at variance with the stated bid quantities may be paid for as required during the term of the agreement at the quoted prices, except as otherwise noted herein.

10. MEASUREMENT AND PAYMENT

- A. **Measurement and payment for all pay items in the proposal shall be as indicated in the Technical Specifications section.**
- B. Measurement of the various items in the proposal shall be for each item of completed work, with no allowance for waste.
- C. **Payment for the various items in the bid proposal will be made at the unit price bid in the proposal and shall be compensation *in full* for furnishing all materials, labor, tools, taxes, equipment, and appurtenances necessary to complete the work in a satisfactory manner as shown on the plans/drawings and as required in the technical specifications, complete with all connections, testing, and related work to make the work fully functional for the purpose intended. Each item, fixture, piece of equipment, etc., shall be completed with all necessary connections and appurtenances, for the satisfactory use and operation of said item, unless specifically called for otherwise in these proposal documents.**
- D. Total quantities indicated in the bid proposal are approximate and for bidding purposes only. Contractor will be paid for the quantity of items actually constructed as measured on the ground by the City Inspector or as otherwise agreed to by the City and the Contractor.

- E. Partial payments may be made once a month based upon satisfactory completion of work in progress. No payment will be made for amounts less than Five Hundred Dollars (\$500.00), except to close out the project.
- F. A retainage of 10 percent shall be deducted from all partial payment requests up through completion of fifty percent of the scheduled construction activities. After completion of 50% of the scheduled construction, a retainage of 5 percent will be subtracted from all subsequent partial payment requests to insure satisfactory completion of the work by the Contractor. The entire retainage shall be released to the Contractor upon final acceptance of the project and the Contractor's final invoice.
 - i. In accordance with State statutes, the Contractor may post securities in an escrow account in lieu of the 10% retention. The worth of the securities shall be of an amount equal to or greater than 10% retention.

11. INSURANCE REQUIREMENTS

- A. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain, until the work is completed and accepted by the City, minimum insurance coverage as required by MAG Section 103 – AWARD AND EXECUTION OF THE CONTRACT.
- B. Within ten (10) working days after notice of award and receipt of the contract, the Contractor shall submit to the City a "Certificate of Insurance" form completed by his insurance carrier or agent certifying that minimum insurance coverage's as required are in effect and will not be canceled or changed until 10 days after written notice is given to the City of Casa Grande.
- C. These insurance policies shall not expire until all work has been completed and the project has been accepted by the City of Casa Grande. If a policy does expire during the life of the contract, a renewal certificate of the required coverage must be sent to the City of Casa Grande not less than five (5) days prior to the expiration date.
- D. The Contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to the City of Casa Grande.
 - i. The certificate of insurance shall name as an additional insured the City of Casa Grande. As required by law, the certificate of insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona, or countersigned by an agent of the carrier authorized to do business in the State of Arizona.
 - ii. Additionally, the Contractor will be required to purchase and maintain Worker's Compensation insurance, including occupational disease provisions, for all

employees at the site of the project. In case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation insurance, including occupational disease provisions, for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

iii. Also:

Property Damage Insurance	\$ 500,000 each person \$1,000,000 each accident
Protective Liability Insurance	\$ 500,000 each person \$1,000,000 each accident

12. AFFIDAVIT FORMS

- A. **The Affidavit of Non-Collusion form in this proposal must be filled out completely by each bidder** prior to the time set for opening of bids.

13. CONSTRUCTION LAYOUT AND STAKES

- A. The Contractor shall provide all construction and control staking for the project construction which establishes the alignments and grades for the roadway or pipe centerlines, limits of work, location and extent equipment installations and of bore pits and sleeves, and inverts of all piping, manholes, valves and appurtenances. Alignment and elevation stakes shall be furnished by an Arizona Registered Land Surveyor at 25 foot intervals, at grade and/or alignment changes, at equipment locations, and other locations as needed and as deemed necessary and required by the City Engineer through his Construction Inspector. The Contractor shall furnish all additional intermittent stakes for the layout and construction of the work. Upon request by the Contractor, the City can furnish horizontal and vertical survey control information in hard copy and/or electronic format.
- B. The Contractor shall perform the work in accordance with the Surveyor's stakes and marks and shall be charged with full responsibility for conformity and agreement of the work with such stakes and marks and to the project plans and specifications.
- C. The Contractor shall be held responsible for the preservation of all stakes and marks. If the construction stakes or marks have been damaged, destroyed or disturbed for any reason, the cost of replacing them will be borne by the Contractor at no cost to the City.
- D. The Contractor shall give notice to the City Engineer and/or City Project Manager not less than three (3) working days in advance of when the survey construction staking services will be completed in connection with any portion of the work to facilitate the City's checking of the completeness of the construction staking layout.

14. CONSTRUCTION TESTING

- A. The cost of source materials, quality control, or any other tests that are required to certify that the materials comply with the specifications shall be borne solely by the Contractor. All quality control testing shall be completed and found to be in compliance with the project requirements and specifications prior to the placement of any work.
- B. Results of all quality control tests will be submitted to the City Engineer within 24-hours of testing for review and approval by the City prior to placement of the materials within the work.
- C. The cost of initial compliance testing and retesting for quality control of the materials placed during the prosecution of the work shall be provided by the Contractor at no cost to the City.
- D. The City Engineer shall approve the testing firm, personnel, and laboratory which will accomplish the testing.
- E. Additional tests, required due to failure of the initial compliance testing, shall be paid for by the Contractor.
- F. Contractor shall give notice to the City Engineer not less than three (3) working days in advance of when he will perform construction testing services in connection with any portion of the work.

15. PERMITS AND FEES

- A. Payment of fees for permits issued by the City of Casa Grande for work conducted within the City of Casa Grande right-of-way normally requiring a permit from the City will be waived for this City project.
- B. City business licenses will be required of the prime contractor and all subcontractors performing work within the City of Casa Grande.**
- C. Payment of City sales tax has not been waived by the City Engineer, and all applicable taxes, City or otherwise, shall be incorporated in the bid.
- D. Payment of City landfill tipping fees for clean fill/milled material has been waived by the City Engineer. All other construction debris is subject to standard City of Casa Grande landfill tipping fees and shall be incorporated in the bid.

16. CONTRACTORS LICENSE LAW

- A. Contractor shall comply with, and require all subcontractors to comply with, State and City Contractors License Law, and shall be duly registered and licensed thereunder. Contractors shall comply with the provisions of "An Act to Regulate the Business of the Contracting", Title 32, Chapter 10, Arizona Revised Statutes, and "Rules and Regulations for Contractors", dated March 1969, or the latest revision thereof adopted under the provisions of A.R.S. Title 32, Chapter 10.

17. SUMMARY OF ITEMS TO BE SUBMITTED WITH BID

- A. The Bid Package submitted for this project shall contain the following:
- i. Bid Proposal Form
 - Bid schedule
 - Evidence of contractor licensure by the State of Arizona
 - Minimum of three references with contact information for at least three similar sign installation contracts
 - ii. Certification of Bid
 - iii. Affidavit on Non-Collusion
 - iv. Surety (Bid) Bond
- B. Plus, **submittal of required CDBG forms:**
- i. Form LS-2 CDBG Contractor's Certification – Completed and Executed
 - ii. Certifications Signature Form – Executed
 - iii. Form S3B-1 Section 3 Assurance – Completed and Executed
 - iv. Form S3B-2 Estimated Project Work Force Breakdown – Completed and Executed
 - v. Form S3B-3 Business Self-Certification, If Applicable – Completed and Executed

18. BID SUBMITTAL DEADLINE

Sealed bids marked '**BID ON THE 1ST STREET SIDEWALK PROJECT FOR THE CITY OF CASA GRANDE**' will be received on or before **Tuesday, March 15 2016 at 1:30 PM** in the office of the City Clerk, Casa Grande City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122. Bids will be opened and read aloud immediately thereafter.

End of General Requirements Section

BID PROPOSAL FORM

1ST STREET SIDEWALK PROJECT

Place _____

Date _____

City Engineer
City of Casa Grande
Casa Grande, Arizona

In compliance with the City’s invitation for bids and all conditions of the Contract Documents and Technical Specifications, the undersigned _____,

a corporation organized under the laws of the State of Arizona; or a partnership consisting of _____*; or an individual

trading as _____ in the City of _____;

having examined the Contract Documents, site of work, and being familiar with conditions to be met, hereby proposes and agrees to furnish and provide all equipment, supplies, materials, labor, and everything necessary for completion of the work described in the "NOTICE OF BID" for the City of Casa Grande, and to construct the same and install the equipment and materials therein for the Owner in a good and workmanlike manner and to the satisfaction of the Owner, through and under the direction and supervision of its Engineer, or their properly authorized agents, and strictly pursuant to and in conformity with the Contract Documents and Technical Specifications prepared by the Engineers for the Owner, and with such modification of same and other documents that may be made by the Owner through its Engineers or their properly authorized agents, as provided herein, at the prices stipulated for the work described on the bid schedule contained on the following pages:

*Insert names of president, secretary and treasurer of corporation

1ST STREET SIDEWALK PROJECT

BID SCHEDULE

Bidder's Name: _____

1ST STREET SIDEWALK PROJECT				
<i>Item No.</i>	<i>Item Description</i>	<i>Estimated Annual Quantity</i>	<i>BID Unit Price</i>	<i>Total Extended BID Price</i>
1	REMOVE CURB AND GUTTER SECTIONS	1,168 LF	\$	\$
2	REMOVE CONCRETE SIDEWALK	6,487 SF	\$	\$
3	REMOVE DRIVEWAY PAVEMENT	1,727 SF	\$	\$
4	REMOVE STREET PAVEMENT	3,431 SF	\$	\$
5	REMOVE CONCRETE VALLEY GUTTER	141 SF	\$	\$
6	RECONSTRUCT BRICK DRIVEWAY	103 SF	\$	\$
7	RELOCATE STREET LIGHT POLE	1 EA	\$	\$
8	REMOVE EXISTING FENCE	53 LF	\$	\$
9	4" ROLL CURB AND GUTTER SECTION PER MAG STD DETAIL 220-1, TYPE C	151 LF	\$	\$
10	6" VERTICAL CURB AND GUTTER SECTION PER MAG STD DETAIL 220-1, TYPE A	455 LF	\$	\$
11	VARIED HEIGHT VERTICAL CURB AND GUTTER SECTION PER MAG STD DETAIL 220-1, TYPE A	225 LF	\$	\$
12	VARIED HEIGHT SINGLE CURB PER MAG STD DETAIL 222, TYPE B	436 LF	\$	\$

13	VARIED HEIGHT SINGLE CURB TERMINATION SECTION PER MAG STD DETAIL 222	60 LF	\$	\$
14	VARIED HEIGHT CURB TRANSITION SECTION PER MAG STD DETAIL 221	272 LF	\$	\$
15	4" CONCRETE SIDEWALK PER MAG STD DETAIL 230	5,344 SF	\$	\$
16	6" CONCRETE SIDEWALK CROSSING OF DRIVEWAYS	1,266 SF	\$	\$
17	SIDEWALK RAMP PER CITY OF PHOENIX STD DETAIL P1238-1, MODIFIED FOR 15'R RETURN	2 EA	\$	\$
18	STREET PAVEMENT SECTION – 3" AC ON 8" ABC	3,308 SF	\$	\$
19	DRIVEWAY PAVEMENT SECTION – 3" AC ON 4" ABC	2,485 SF	\$	\$
20	VALLEY GUTTER PER MAG STD DETAIL 240, MODIFIED	155 SF	\$	\$
21	ADJUST VALVE BOX FRAME AND COVER	4 EA	\$	\$
22	ADJUST WATER METER BOX FRAME AND COVER	22 EA	\$	\$
23	ADJUST EXISTING FIRE HYDRANT	2 EA	\$	\$
24	15" RGRCP STORM DRAIN PIPE	76 LF	\$	\$
25	CATCH BASIN PER MAG STD DETAIL 535, TYPE F	1 EA	\$	\$
26	CONNECT TO EXISTING STORM DRAIN MANHOLE	1 EA	\$	\$
27	CHAIN LINK FENCE – 48" HEIGHT	108 LF	\$	\$
28	4" WHITE PAVEMENT MARKING	1,157 LF	\$	\$
29	RELOCATE SIGN	1 EA	\$	\$
30	TRAFFIC CONTROL	LUMP SUM	\$	\$
31	ALLOWANCE FOR OWNER DIRECTED CHANGES	FIXED AMOUNT	\$	\$
TOTAL BASE BID PRICE				\$

QUANTITIES

The estimated quantities are approximate only and will vary from these totals.

BASIS FOR BID

The Bidder is required to bid each and every item in the bid schedule. The Bidder shall bid the bid schedule in its entirety.

The TOTAL BASE BID PRICE is used to compare bids received for the purpose of selecting the Contractor for the 1ST STREET SIDEWALK PROJECT contract.

ACCEPTANCE OF BID PROPOSAL

Award of this contract shall be the lowest qualified TOTAL BASE BID PRICE based on the estimated quantities of work for each bid item.

The undersigned hereby declares that representatives of the Bidder have visited the site and have carefully examined the Contract Documents and Technical Specifications relating to the work covered by the above bid.

The undersigned understands that any quantities stated or implied in the specifications or elsewhere in the Contract Documents are approximate only, and are subject to increase or decrease, and hereby proposes to **perform all quantities of work, as either increased or decreased, in accordance with the provisions of the technical specifications for the unit bid prices** stipulated in the Bid Schedule.

The undersigned understands that all work associated with 1ST STREET SIDEWALK PROJECT as specified for this contract shall be in accordance with the contract documents, technical specifications, and bid documents identified for the "1ST STREET SIDEWALK PROJECT" project, all applicable Maricopa Association of Government's Uniform Standard Specifications and Details, and all applicable requirements of the Manual on Uniform Traffic Control Devices, except as otherwise required by the Project Contract Documents and Technical Specifications.

The undersigned understands that this Bid Proposal Form and Bid Schedule shall be submitted with a Proposal Guarantee of Certified Check, Cashier's Check, or Surety (Bid) Bond for an amount not less than 10 percent of the amount bid, along with a Certification of Bid form and a completed Affidavit of Non-Collusion.

The undersigned agrees that upon receipt of the Notice of Award from the City of Casa Grande, the Bidder/Contractor will execute the contract documents and furnish the required bonds and certificates of insurance.

The Work shall be completed within 90 calendar days beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining all necessary materials, supplies, and/or equipment needed to complete the work in its entirety.

BID PACKAGE

The Bid Package submitted for this project shall contain the following:

- Bid Proposal Form
 - Bid schedule
 - Evidence of contractor licensure by the State of Arizona
 - Minimum of three references with contact information for at least three similar sign installation contracts
- Certification of Bid
- Affidavit on Non-Collusion
- Surety (Bid) Bond

Plus, submittal of required CDBG forms:

- Form LS-2 CDBG Contractor's Certification – Completed and Executed
- Certifications Signature Form – Executed
- Form S3B-1 Section 3 Assurance – Completed and Executed
- Form S3B-2 Estimated Project Work Force Breakdown – Completed and Executed
- Form S3B-3 Business Self-Certification, If Applicable – Completed and Executed

Respectfully submitted,

Contractor's Firm Name (Bidder) _____

By: _____

Officer & Title

ATTEST: _____

Officer & Title

Bidder's Full Address

Witness (if Bidder is an Individual)

*Provide addresses of corporate officers or partners if different than business address:

The bidder hereby acknowledges receipt of and agrees his proposal is based on the preceding Addenda issued (line-out non-issued addendum number as appropriate):

Addendum Number	Issue Date	Acknowledgement Signature
ADDENDUM NO. 1		
ADDENDUM NO. 2		
ADDENDUM NO. 3		
ADDENDUM NO. 4		

Contractor's/Bidder's Signature _____

By: _____

License No. _____

Classification _____

CERTIFICATION OF BID

1ST STREET SIDEWALK PROJECT

Corporate Name _____

Address _____

City, State, and Zip _____

Type of Entity _____

State of Incorporation _____

Phone Number _____

Casa Grande Business
License Number (if Applicable) _____

Signature of Authorized Officer _____

Print Name of Authorized Officer _____

Title of Authorized Signatory _____

Bidder hereby certifies by signing and submitting this bid, which includes Notice of Bid, Information to Bidders, Technical Specifications, Bid Proposal Form, Issued Addenda, and Certification of Bid, that they have read, fully understand, and will comply with said invitation for bids and all associated bid documents.

AFFIDAVIT OF NON-COLLUSION

STATE OF ARIZONA)
COUNTY OF) ss

(NAME)

BEING FIRST DULY SWORN, DEPOSES AND SAYS:

That he/she is _____
(TITLE)

of _____
(NAME OF BUSINESS)

That pursuant to Section 44-1404 of the Arizona Revised Statutes, he/she certifies as follows:
That neither he/she nor anyone associated with the said

(NAME OF BUSINESS)

has, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Project:

1ST STREET SIDEWALK PROJECT

(NAME)

(TITLE)

(NAME OF BUSINESS)

Subscribed and sworn to before me this _____ day of _____, 2016

(NOTARY PUBLIC)

My Commission Expires:

SURETY (BID) BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
as Principal, (hereinafter called the Principal), and the _____

_____, a corporation

duly organized under the laws of the State of _____, as Surety, (hereinafter called the Surety), are held and firmly bound unto the City of Casa Grande as Obligee, in the sum of Ten Percent (10%) of the total amount of the bid of Principal, submitted to the City of Casa Grande for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S.

WHEREAS, said Principal is herewith submitting its proposal for the City of Casa Grande **1ST STREET SIDEWALK PROJECT**.

NOW, THEREFORE, if the City of Casa Grande shall accept the proposal and give such Bonds and Certificates of Insurance as specified in the Contract Documents and Technical Specifications with good and sufficient Surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such Bond and Certificate of Insurance, if the Principal shall pay to the City of Casa Grande the sum of money set forth above as liquidated damages for failure of the Principal to enter into the contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, A.D., 2016

Principal

Surety

Title

Title

Witness:

Witness:

FORM OF CONTRACT

CONTRACT

THIS CONTRACT is entered into this the _____ day of _____, 2016, by and between _____ (hereinafter known as "Contractor"), a _____ Corporation authorized to do business in the State of Arizona, whose address is _____, and the City of Casa Grande (hereinafter known as "City"), an Arizona municipal corporation, whose address is 510 East Florence Boulevard, Casa Grande, Arizona 85122.

The City engages the Contractor to perform construction and equipment installation services for a City project known and described as "**1ST STREET SIDEWALK PROJECT**".

1. Scope of Contractor's Services

The Contractor agrees to provide services to the City for providing the equipment, materials, supplies, labor, and other items of work needed to complete the construction and installation of a complete and fully functional **1ST STREET SIDEWALK PROJECT** in accordance with the contract documents and technical specifications for the project. All work provided under this contract shall be consistent with the Scope of Work and within the timeframe identified in Exhibit "A" to this contract; Exhibit "A" is incorporated herein by reference. No equipment, materials, labor, or facilities will be furnished by the City for this project, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services

Payment to the Contractor for all services rendered under this Agreement shall be a sum total of \$ _____

(\$ _____) made in accordance with the itemized unit pricing as set forth in Exhibit "B"; Exhibit "B" is incorporated herein by reference. Where Exhibit "B" requires payments by the City on a monthly basis for the percentage of the work completed, payment shall be based upon billings supported, unless otherwise provided in Exhibit "B", by itemized documentation of units of work actually performed and amounts earned (including where appropriate, the actual number of days worked each month and total number of hours for the month), equipment or materials supplied or used, and the total dollar payment requested. Unless specifically stated in Exhibit "B", or approved in writing in advance by the City, the City will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract that are not part of the agreed upon reimbursable expenses. Where required, the City shall, upon receipt of appropriate documentation, compensate the Contractor no more often than monthly

through the City voucher system for the Contractor's services pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting.

No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.

4. Independent Contractor

The Contractor's services shall be furnished by the Contractor as an independent Contractor, and nothing contained herein shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

5. No Guarantee of Employment

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

6. Taxes

The Contractor understands and acknowledges that the City will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

7. Regulations and Requirement

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

8. Right to Review

This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on-site inspections by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.

9. Modifications

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

10. Termination for Default

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the City's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. Termination for Public Convenience

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

12. Equal Opportunity

This Agreement and the parties thereto, shall comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4 as they relate to equal opportunity.

13. Venue and Choice of Law

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona.

14. Insurance

14.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, the contractor, at its sole cost and expense, shall purchase and maintain the insurance described in this Subsection 14. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The contractor's insurer shall have a minimum A.M. Best's rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.

The insurance coverages to be purchased and maintained are:

14.1.1 Workers' Compensation. Contractor shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over Contractor's employees engaged in the performance of the Services within this Agreement.

14.1.2 General Liability. Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and

completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- \$1,000,000 for each occurrence of bodily injury and property damage; and
- \$1,000,000 for personal injury.

14.1.3 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement for the performance of Contractor's services.

14.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by contractor from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

14.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years, or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement, shall exceed ten years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 14.1.2 and 14.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

14.1.6 Professional Liability. The Contractor retained by the City to provide any the engineering services required by the Agreement will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Contractor or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$2,000,000 all claims, or 10% for the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

14.2 Insurance Certificate. Contractor shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande's designated recipient certificates from contractor's insurers showing that the coverage required above has been obtained.

14.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation. The policy shall provide and the

certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

14.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

14.2.3 Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

14.3 Severability of Interests. The policies referenced in 14.1.2. and 14.1.3. shall contain a severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

14.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers and directors, to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for City of Casa Grande's benefit.

14.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor's financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

15. Withholding Payment

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

16. Future Non-Allocation of Funds

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event this provision applies.

17. Protection of Licensee Data

Contractor warrants that the Contractor's installation, maintenance, and upgrade of any software provided hereunder shall not result in the use or disclosure by Contractor of any information concerning a patient/client obtained by the City in providing service in violation of any State laws, Federal laws, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any federal regulations governing privacy, including, but not limited to, 45 CFR Section 160-164, as well as other applicable federal and state statutes and regulations.

18. Contractor Commitments, Warranties and Representations

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement

Contractor will defend and indemnify the City from any claimed action, cause or demand brought against the City to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and
- b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

20. Disputes

20.1 General. Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

20.2 Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

20.3 Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

22. Conflict of Interest

The Contractor agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, the Contractor agrees to promptly disclose any financial or economic interest with the Project property, or any property affected by the Project, if the Contractor gains such interest during the course of this Contract.

If the Contractor gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.

The Contractor shall not engage the services on the Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.

The Contractor agrees that it shall not perform services on this Project for the sub-contractor or any supplier.

The Contractor shall not negotiate, contract, or make any agreement with the contractor, sub-contractor, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

23. Covenant Against Contingent Fees

The Contractor affirms that he has not employed or retained any company or person, other than a bona fide employee working for the Contractor to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

24. Indemnification

To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees from and against all allegations, demands, proceedings, actions, claims, damages, losses, expenses, judgments, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting, relating to, arising out of, or resulting from any acts, errors, mistakes, omissions, work or services of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract.

Contractor's duty to defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees shall arise in connection with any allegation, demand, proceeding, action, claim, damage, loss, expense or judgment that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of

property including loss of use resulting there from, caused by Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance requirements set forth herein will not be construed as limiting the scope of the indemnity provisions of this Contract.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the City's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

25. Confidentiality

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

26. Public Disclosure

In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor's receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona's Public Records Laws.

27. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney's Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

28. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstance(s) is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

29. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

30. Survival

The provisions of paragraphs, 4, 6, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, and 33 and the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

31. Discrimination

Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

32. Entire Agreement

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

33. E-Verify

To the extent applicable under Arizona Revised Statutes § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARS § 23-214(A). The Contractor's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its

subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant that they will keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City's random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Dated this the _____ day of _____, 2016.

City of Casa Grande
An Arizona Municipal Corporation

(Contractor's Name)

By: _____
James V. Thompson, City Manager

By: _____
Name &
Title: _____

Attest:

Remilie S. Miller, City Clerk

Approved as to form:

Brett Wallace, City Attorney

State of _____)
County of _____) SS

Acknowledgment

On this ____ day of _____, 2016, _____
personally appeared before the undersigned and acknowledged ____self to be the _____
of _____, being authorized so to do, executed the Agreement
between _____ and the City (identified in City of Casa
Grande records as C.G. Contract No. _____) in the capacity therein stated and for
the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT "A"—SCOPE OF WORK

(to be completed at the time of award)

EXHIBIT "B" — PAYMENT SCHEDULE

(to be completed at the time of award)

PERFORMANCE BOND

**STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES**

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

KNOW ALL MEN BY THESE PREMISES:

That, _____ (hereinafter called the Principal), as
Principal, and _____,
a corporation organized and existing under the laws of the State of _____,
with its principal office in the City of _____, (hereinafter called
the Surety), as Surety, are held and firmly bound unto the City of Casa Grande, State of Arizona
(hereinafter call the Obligee) in the amount of:

_____ Dollars
(\$ _____), for the payment whereof, the said Principal and Surety bind
themselves, and their heirs, administrators, executors, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal intends to enter into a certain written contract with the Obligee for the
construction and installation of the "**1ST STREET SIDEWALK PROJECT**" project which
contract is hereby referred to and made a part hereof as fully and to the same extent as if
copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal is
awarded said contract and shall faithfully perform and fulfill all the undertakings, covenants,
terms, conditions and agreements of said contract during the original term of said contract and
any extension thereof, with or without notice to the Surety, and during the life of any guaranty
required under the contract, and shall also perform and fulfill all the undertakings, covenants,
terms, conditions, and agreements of any and all duly authorized modifications of said contract
that may hereafter be made, notice of which modifications to the Surety being hereby waived;
then the above obligation shall be void; otherwise to remain in full force and effect.

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

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

WITNESS our hands this ____ day of _____, 2016

PRINCIPAL

SEAL

AGENCY OF RECORD

BY

SURETY

SEAL

AGENCY ADDRESS

BY

LABOR AND MATERIALS BOND

**STATUTORY PAYMENT BOND PURSUANT TO TITLE 34,
CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES**

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

KNOW ALL MEN BY THESE PREMISES:

That, _____ (hereinafter called the Principal), and

_____,
a corporation organized and existing under the laws of the State of _____,

with its principal office in the City of _____, (hereinafter called the

Surety), as Surety, are held and firmly bound unto the City of Casa Grande, State of Arizona
(hereinafter call the Obligee) in the amount of:

_____ Dollars

(\$ _____), for the payment whereof, the said Principal and Surety bind
themselves and their heirs, administrators, executors, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal intends to enter into a certain written contract with the Obligee for the
construction and installation of the "**1ST STREET SIDEWALK PROJECT**" project which
contract is hereby referred to and made a part hereof as fully and to the same extent as if
copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal is
awarded said contract and shall promptly pay all monies due to all persons supplying labor or
materials to him or his subcontractors in the prosecution of the work provided for in said
contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond having been required of the said Principal in order to
comply with the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, all
rights and remedies on this bond shall inure solely to such persons and shall be determined in
accordance with the provisions, conditions and limitations of said Title, Chapter and Article, to
the same extent as if they were copies at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

WITNESS our hands this _____ day of _____, 2016

PRINCIPAL SEAL

AGENCY OF RECORD

BY

SURETY SEAL

AGENCY ADDRESS

BY

GENERAL CONDITIONS

1. GENERAL

EXCEPT AS MODIFIED WITHIN THESE GENERAL CONDITIONS,

The "Uniform Standard Specifications for Public Works Construction" as published by the Maricopa Association of Governments (MAG), latest edition, shall apply as listed below:

SECTION	TITLE (MAG Specs)
101	Abbreviations and Definitions
102	Bidding Requirements and Conditions
103	Award and Execution of Contract
104	Scope of Work
105	Control of Work
106	Control of Materials
107	Legal Relations and Responsibility to Public
108	Commencement, Prosecution and Progress
109	Measurement and Payments

2. MODIFICATION TO SECTION 104, "SCOPE OF WORK"

104.1.2 Maintenance of Traffic

Delete first sentence and insert:

Contract operations shall be in accordance with the Manual on Uniform Traffic Control Devices, latest edition, as published by the Federal Highway Administration.

Add the following paragraphs:

Unless a full street closure is authorized by the City Engineer, a minimum of two travel lanes (one for each direction) shall be maintained open to traffic at all times on all major streets. All work that enters or crosses a major street must be done at times other than 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.

The contractor shall not perform work over weekends, holidays, or during any special events that will be discussed during the kick-off meeting without written authorization from the City Engineer.

A travel lane shall be defined as a minimum ten feet of roadway width with a safe motor vehicle operating speed of twenty-five miles per hour.

A travel lane will not be considered as satisfactorily open to traffic until it has been graded reasonably smooth and is continually maintained dust free in an approved manner.

The Contractor shall provide and maintain all necessary traffic controls and must provide flashing arrow boards to protect and guide traffic for all work in the construction area.

The Contractor shall maintain all existing traffic signs erect, clean, and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect, clean, and in full view of the intended traffic at all times. If these signs interfere with construction, the Contractor shall notify the City Inspector at least 48 hours in advance for City forces to temporarily relocate said signs. City crews will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete.

Local access to all properties on the subject project shall be maintained at all possible times in the form of a safe and reasonably direct route to at least one major street. Whenever local access cannot be maintained, the Contractor shall notify the affected property owner or user and the Engineer at least twenty-four hours in advance.

The Contractor shall be required to provide a uniformed off-duty City of Casa Grande police officer to assist with traffic control whenever traffic in any one direction is restricted to one lane at a signalized arterial intersection, railroad track crossing, or at other locations, if it should become necessary in the opinion of the Engineer. During construction activities that do not restrict a signalized intersection, police officer hours may be reduced to peak traffic hours (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m) or suspended at the direction of the Engineer. All requests for off-duty officers will be made through the Casa Grande Police Department Off-Duty Work Administrator. The Contractor must provide evidence of workmen's compensation coverage before any officer will be permitted to work on the project.

An arterial intersection area shall be defined as all of the area within the right-of-way of intersecting streets, plus two hundred fifty (250) feet beyond the edge of the intersected right-of-way on all legs of the intersection.

Measurement for payment of the uniformed off-duty Casa Grande Police Officer hours will be made by the actual number of person-hours used. Because the quantity of hours is dependent on the Contractor's schedule of activities and construction staging, the unit price bid for this item will be administered as a contingency bid item, and any adjustment in hours will not be subject to the 20 percent limitation.

Payment for the uniformed off-duty Casa Grande Police Officer time will be made at the contract unit price bid per hour for OFF-DUTY CASA GRANDE POLICE OFFICER and shall include the net hourly rate per police officer at the current City established wage scale,

increased to include withholdings for Federal, State, FICA, Medicare, Workmen's Compensation insurance, and any other payroll administrative costs.

Traffic Control Plan – The Contractor shall prepare a traffic control plan for the project and submit it to the Engineer for review and approval at least five working days before the pre-construction conference. The traffic control plan shall include flashing arrow boards, barricades, and signs, and shall address how local access to adjacent properties will be handled in accordance with the specifications herein. Any changes to the traffic control plan during construction shall be submitted to the Engineer for approval at least 72 hours before implementation.

Payment for the traffic control item shall be made at the contract lump sum price for TRAFFIC CONTROL.

Should it become imperative for the Contractor to close off a portion of any minor street, the Contractor must obtain approval from the Traffic Engineer twenty-four (24) hours prior to the street closing. The Contractor must provide all the necessary signs to detour traffic and notify, in writing, the City of Casa Grande Emergency Services Dispatcher. The maximum amount of time that the street may be closed is from 9:00 a.m. to 4:00 p.m., except as noted herein.

104.1.4 Cleanup and Dust Control

In the third paragraph, replace the reference to "Maricopa County Bureau of Air Pollution Control" with "Pinal County Air Quality Control District".

Add the following five paragraphs:

The Contractor shall provide for the disposal of all waste products, debris, hazardous materials, and other undesirable material (including excess material) and shall make the necessary arrangements for such disposal.

The disposal of all waste products, debris, hazardous materials, and other undesirable material (including excess material) shall comply with all prevailing and applicable Federal, State, County and local laws, rules, regulations, codes, and procedures established for the handling, removal, transport, and disposal of the aforementioned items.

All structures, such as detector boxes, manhole covers, water valves, survey monuments and handholes, shall be restored to their original condition.

The Contractor shall be required to transport all millings and all excess material to the City landfill site.

The Contractor and his sub-contractors will be required to pay tipping charges and/or dumping fees for the disposal of any debris, rubble, or removal items hauled to the City of Casa Grande municipal landfill. No fee will be required for disposal of clean fill and/or asphalt millings at the City landfill.

104.2.2 [Alternation of Work] Due to Physical Conditions

Add the following paragraph:

All losses or damages arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from any casualty whatsoever of every description, or from any physical conditions other than unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense. The Engineer's determination as to what constitutes an unusual obstruction or unusual difficulty shall be final.

3. MODIFICATION TO SECTION 105, "CONTROL OF WORK"

105.8 Construction Stakes, Lines and Grades

Add the following paragraph:

At all times survey staking performed for the completion of this project shall be supervised by a qualified civil engineer or qualified land surveyor registered to practice in the State of Arizona who shall be responsible for the accurate location of the work for completion of the work in accordance with the design concepts.

105.10 Inspection of Work

Add the following two paragraphs:

The Engineer will provide inspections on a periodic basis as a function of the work being performed by the Contractor. The Contractor, upon presumptive completion of each element of construction, shall request that the Engineer make an inspection of said element. The Contractor shall give notice to the Engineer not less than three working days in advance of when he will require inspection services in conjunction with any element or portion of the work. The Contractor shall not proceed with the subsequent element of construction until such time as the Engineer has approved the current work items and element. Should the Contractor proceed with any element without approval from Engineer, the Owner may require the Contractor to remove any portion of the work occurring prior to authorization to proceed at the Contractor's expense with no compensation for materials and labor extended on the unauthorized work.

The Contractor shall not perform work over weekends or holidays for which inspection is required without written authorization from the Engineer and with the consent of the project Owner. Should the Contractor be allowed to perform such work over weekends or holidays, the Contractor shall bear the expense of all inspection and compliance testing performed during such periods.

4. MODIFICATION TO SECTION 106, "CONTROL OF MATERIALS"

106.2 Samples and Tests of Materials

Delete the second paragraph and replace it with the following three paragraphs:

The cost of testing of source materials, quality control, or any other tests that are required to certify that the materials comply with the specifications shall be borne by the Contractor. These tests shall be conducted and completed prior to the placement of the material in the work. Results of such tests will be submitted to the Engineer for approval prior to placement of the materials that are within the Scope of Work.

The cost of initial or normal testing for quality control of the materials placed during the prosecution of the work shall be paid for by the Contractor or his representative at no cost to the Owner.

Additional testing required due to failure of the initial or normal testing shall also be paid for by the Contractor. The Engineer will approve the laboratory which will accomplish the initial and additional testing prior to its use on the project.

5. MODIFICATION TO SECTION 107, "LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC"

107.2 Permits

Delete the section and rewrite as follows:

Costs for permits issued by the City of Casa Grande for work conducted within the City of Casa Grande's rights-of-way and/or as part of on-site development normally requiring a permit fee from the City will be waived.

Contractor and all subcontractors performing work within the City Limits of Casa Grande shall have a valid City business license and shall pay all applicable sales tax.

The Contractor shall be responsible for securing and paying for any hydrant meters required for furnishing site construction water including deposits and all fees required by the water provider, Arizona Water Company or San Carlos Irrigation Project, at no cost to the Owner.

107.11 Contractor's Responsibility for Utility Property and Services

Add the following three paragraphs:

Existing utilities are present within the project corridors and areas. The Contractor shall notify all owners of utilities at least two working days prior to any construction and shall verify that all utilities have been "Blue Staked (Located)" prior to commencement of the work. The Contractor shall notify the Engineer of any issues with actual utility locations or elevations prior to commencement of the work. The Contractor shall have repaired, in a manner satisfactory to the owner of the utility, any main, service, or facility that may be damaged during the progress of the work. The Contractor shall notify all owners of utilities as to when the work shall be in progress and shall make such arrangements as are necessary to make any emergency repair. No extra compensation will be made for the repair of any services, mains, or other facilities damaged by the Contractor's labor force or equipment, nor for any damages incurred through neglect, negligence, or failure to provide protective barriers, lights, and other devices or means required to protect all existing utilities.

Utility manholes/valves/boxes requiring raising, lowering, or relocation in the work area, shall be performed as needed with no additional cost to the project.

The work necessary for the raising, lowering, or relocation of utilities may be done by the owner of the utility or by the Contractor, at the option of the utility owner. All work shall be in accordance with the owner's standards. Relocation of utilities required to enable the timely completion of the work in accordance with the plans and contract documents, shall be at the City's expense unless the work is included in the project plans and specifications. Utilities or services that are called out in the plans or specifications to be relocated shall be paid for at the contract unit price in the Bid Proposal.

6. MODIFICATION TO SECTION 108, "COMMENCEMENT, PROSECUTION AND PROGRESS"**108.1 Notice to Proceed**

Delete paragraphs A and B and insert the following paragraph:

Neither the Contractor nor any subcontractor shall commence work on the project prior to receipt of the written Notice to Proceed from the City. The Contractor shall commence work within 10 calendar days after the starting date specified in the Notice to Proceed. All work under the contract shall be completed within the number of calendar days stated in the bid proposal, plus approved extensions, beginning with the day following the starting date specified in the Notice to Proceed. A pre-construction conference will be held prior to the beginning of the construction work.

108.4 Contractor's Construction Schedule

Add the following paragraphs:

Subsequent to the award of the contract and prior to the pre-construction conference, the Contractor shall submit a preliminary schedule for the Engineer's acceptance. The schedule shall be in sufficient detail to allow the Engineer to determine if the proposed schedule will conform to an approved program of construction operations, as determined by the contracting agency. Within ten calendar days after the preliminary schedule, described above, has been approved by the Engineer, the Contractor shall submit a progress schedule, utilizing the critical path method scheduling technique, showing the order in which he/she proposes to carry out the work, the dates on which he/she will start each phase of the work, and the contemplated date for completion of each phase. The Contractor shall not be permitted to commence construction until the schedule complying with this paragraph has been submitted to the City. The Contractor will not be granted an extension to the contract time or compensation for any damages as a result of the City's refusal to allow Contractor to commence construction until the critical path method progress schedule has been submitted and approved by the Engineer.

The critical path method (CPM) scheduling technique requires a breakdown of the entire work into individual tasks and an analysis of the number of days required to perform each task. The schedule submitted to the City should highlight and identify the critical path for the project.

After the work is in progress, the Contractor shall submit supplementary progress schedules, using the critical path method technique, of the progress to date and projection for completion. The supplementary progress schedules shall be submitted with each pay request in accordance with the paragraph, "Payments to Contractors," of these General Conditions. The progress schedules shall be subject to the approval of the Engineer. In the event the Contractor fails to submit a supplementary progress schedule acceptable to the Engineer, the City may withhold further progress payments to the Contractor until the Contractor submits an acceptable supplementary progress schedule, which is approved by the Engineer, to the City. Schedule changes requiring an increase in the City's engineering personnel on the project shall not be put into effect until the Engineer has approved such increase and made arrangements for the required additional personnel.

End of General Conditions Section

SPECIAL PROVISIONS

1. DEFINITIONS

- A. Section: Reference to a 'section' in these Specifications shall mean a Section of the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by Maricopa Association of Governments (MAG), latest revision. The provisions of MAG Uniform Standard Specifications and Details for Public Works Construction, which are not altered or modified by these Special Provisions or by any subsequently issued Addendum, shall apply to the contract even though the Contractor's attention is not specifically drawn to such provisions.
- B. Standard Detail: Reference to a MAG Standard Detail (MAG STD DET) in these specifications shall mean a standard detail drawing in the latest revision of the Uniform Standard Details for Public Works Construction, sponsored and distributed by Maricopa Association of Governments. Other supplemental details to the MAG Standard Details of various municipalities shall apply as noted.

2. LINES AND GRADES

All work under this Contract shall be built in accordance with the lines and grades approved by the Engineer. The Contractor shall provide for setting line and grade boards or stakes. The Contractor shall keep the Engineer informed as to grades and lines, in order that they may be furnished and all necessary measurements made for record and payment with a minimum of inconvenience to the City or of delay to the Contractor.

The Contractor shall be responsible for checking construction stakes for line and grade. If any discrepancies are found, the Contractor shall notify the Engineer in writing prior to construction of any portion of work which discrepancy would affect in order to field check the staking and to make any adjustments and obtain re-staking of that portion of work. The Contractor shall be responsible for preserving all stakes set and shall take all steps necessary to insure that stakes are not disturbed or tampered with, and if in the area of any discrepancy, the stakes set are missing, moved or disturbed, the Contractor shall be responsible for the costs incurred to re-stake, remove, and replace that portion of project where the discrepancy occurs.

3. SUSPENSION OF WORK

The Engineer reserves the right to suspend the work wholly or in part if deemed necessary and in the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract time in accordance with Section 108.

4. COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS

In all instances wherein the item and/or specifications require installation or construction in accordance with manufacturer's or supplier's recommendations and/or instructions, said recommendations and/or instructions shall be submitted with the applicable portions clearly marked for approval prior to the commencement of work on that item or portion of the contract.

5. CONTROL OF WORK AND MATERIALS

Control of work and materials shall comply respectively with Sections 105 and 106 of MAG Specifications, except as modified by the General Conditions and these Special Provisions.

6. STOCKPILE OF MATERIALS

The Contractor may place or stockpile materials in the public right-of-way, if approved by the Engineer, provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations.

Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained at all times.

7. RECORD DRAWINGS

The Engineer shall maintain "Record (As-Built) Drawings", if Engineer determines they are necessary.

8. OVERTIME

Regular Work Hours: The work required to be performed by the plans and specifications for the project shall be performed only during regular working hours, unless the City has authorized overtime work in accordance with the procedures set forth below. Regular working hours shall be defined as one 8-1/2 hour shift per day, Monday through Friday, or, upon prior approval of the City, one 10-1/2 hour shift per day on a compressed four day work week during Monday through Friday. Regular working hours shall not include Saturdays, Sundays or City recognized legal holidays.

Authorization and Costs: If the Contractor desires to schedule work for times other than regular work hours (overtime), the Contractor shall make a written request to the City at least two business days prior to the scheduled overtime. The City reserves the right to deny the request to work overtime based on the best interest and needs of the City. If an overtime request is denied, the City may, at its sole discretion, extend the contract time at no additional costs to the City.

In the event the Contractor does perform overtime work, with or without the prior approval of the City, the Contractor shall be responsible to the City for all additional costs that may be incurred by the City as a result of the Contractor's overtime work, including costs for engineering, inspections, testing, surveying and construction administration, all in accordance with MAG Section 108.5. However, the Contractor shall not be responsible for the City's costs incurred as a result of overtime work requested by the City.

9. HINDRANCES AND DELAYS

Except as otherwise provided herein, no charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work embraced in this Contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time allowed for completing the work, sufficient to compensate for the delay, the amount of the delay to be determined by the Engineer, provided the Contractor shall give said Engineer immediate notice in writing of the cause of such delay.

In the event of a delay for which the City is solely responsible, which is unreasonable under the circumstances and which was not within the contemplation of City and Contractor at the time this Contract is executed, City and Contractor shall negotiate, in good faith, a payment by the City to Contractor for the expenses incurred by Contractor as a result of such delay. This provision shall not be construed to void any provision in the contract which requires notice of delay or provides for liquidated damages. However, if the delay is the result of any act or neglect of a third party, including the architect, Engineer or other contractor employed by the City, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, or any causes beyond the Contractor's control, the Contractor shall not be entitled to any payments or compensation for expenses incurred as a result of such delay, but the contract time shall be extended by Change Order for such reasonable time as the Engineer may determine. No extension or compensation will be granted for any delay which is the result, wholly or partially, of any act or neglect of Contractor or any subcontractor hired by Contractor.

10. MOBILIZATION

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

The Contractor shall obtain approval of the Engineer when using vacant property to park and service equipment and store material for use on this project.

- (A) The Contractor shall notify adjacent property owners/residents of this proposed use.
- (B) Any use of vacant property adjacent to or near the project for parking or servicing equipment and/or storing of material will require the Contractor to obtain written approval from the property owner. This approval shall contain any requirements which are a condition of this approval.
- (C) A copy of the property owner's approval shall be submitted along with the Contractor's request to the Engineer for approval for the use of the marshaling yard in connection with the project. An appropriate distance from adjacent property will be set by the Engineer on a case by case basis based on the size and type of equipment to be used on the project.
- (D) The yard shall be fenced and adequately dust-proofed in a manner such as to preclude tracking of mud onto paved City streets.
- (E) Work in the yard shall be scheduled so as to comply with the City Noise Ordinance.
- (F) Equipment, materials, supplies, etc., shall be located so as to minimize impact on adjacent properties. A sound barrier may be required if deemed necessary by the Engineer.
- (G) The Contractor shall clean up property promptly upon completion of use and shall provide a signed property release as a condition of final acceptance.
- (H) Contractor's request for approval shall specify in detail how he or she proposes to comply with (D) through (G) above.

Mobilization will not be paid for as a separate unit of work. Therefore the Contractor shall make provision for this activity in the unit price of line items of construction in the overall contract.

End of Special Provisions Section



Expires: 12-31-17

COMMUNITY DEVELOPMENT BLOCK GRANT REQUIREMENTS

CDBG program special provisions and forms are included herein on the following pages.

WAGE RATE DECISION NUMBER

General Decision Number: AZ160008 01/08/2016 AZ8

Superseded General Decision Number: AZ20150008

State: Arizona

Construction Type: Highway

Counties: Coconino, Maricopa, Mohave, Pima, Pinal, Yavapai and Yuma Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the 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 \$10.15 (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 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* CARP0408-005 10/01/2015

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 24.63	11.54

* ENGI0428-001 06/01/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 22.59	9.34
Group 2.....	\$ 25.86	9.34
Group 3.....	\$ 26.94	9.34
Group 4.....	\$ 27.97	9.34

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: A-frame boom truck, air compressor, Beltcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all), handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine, pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum), welding machine, winch truck

GROUP 2:

ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump, Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paving & mobile), Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Planer, Trenching Machine, Tugger (2 or more drums).

MARICOPA COUNTY ONLY: Backhoe < 1 cu yd, Motor Grader (rough), Scraper (pneumatic tired), Roller (all types asphalt), Screed, Skip Loader (all types 3<6 cu yd), Tractor (dozer, pusher-all).

GROUP 3:

ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver Engineer (portable, stationary or skid), Power Driven Ditch Lining or Ditch Trimming Machine, Remote Control Earth Moving Machine, Slip Form Paving Machine (including Gunnert, Zimmerman & similar types), Tower Crane or similar type.

MARICOPA COUNTY ONLY: Backhoe<10 cu yd, Clamshell < 10 cu yd, Concrete Pump (truck mounted with boom only), Dragline <10 cu yd, Grade Checker, Motor Grader (finish-any type power blade), Shovel < 10 cu yd.

GROUP 4: Backhoe 10 cu yd and over, Clamshell 10 cu yd and over, Crane (pneumatic or crawler 100 tons & over), Dragline 10 cu yd and over, Shovel 10 cu yd and over.

All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive \$0.01 per hour per foot over 80 ft in addition to regular rate of pay

Premium pay for performing hazardous waste removal \$0.50 per hour over base rate.

IRON 0075-004 08/01/2015

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar.....	\$ 26.00	21.77

- Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
- Zone 2: 50 to 100 miles - Add \$4.00
- Zone 3: 100 to 150 miles - Add \$5.00
- Zone 4: 150 miles & over - Add \$6.50

* LABO 0383-002 06/01/2015

	Rates	Fringes
Laborers:		
Group 1.....	\$ 16.49	4.95
Group 2.....	\$ 17.39	4.95
Group 3.....	\$ 18.09	4.95
Group 4.....	\$ 19.03	4.95
Group 5.....	\$ 19.89	4.95

LABORERS CLASSIFICATIONS:

GROUP 1: All Counties: Chipper, Rip Rap Stoneman. Pinal County Only: General/Cleanup Laborer. Maricopa County Only: Flagger.

GROUP 2: Asphalt Laborer (Shoveling-excluding Asphalt Raker or Ironer), Bander, Cement Mason Tender, Concrete Mucker, Cutting Torch Operator, Fine Grader, Guinea Chaser, Power Type Concrete Buggy

GROUP 3: Chain Saw, Concrete Small Tools, Concrete Vibrating Machine, Cribber & Shorer (except tunnel), Hydraulic Jacks and similar tools, Operator and Tender of Pneumatic and Electric Tools (not herein separately classified), Pipe Caulker and Back-Up Man-Pipeline, Pipe Wrapper, Pneumatic Gopher, Pre-Cast Manhole Erector, Rigger and Signal Man-Pipeline

GROUP 4: Air and Water Washout Nozzleman; Bio-Filter, Pressman, Installer, Operator; Scaffold Laborer; Chuck Tender; Concrete Cutting Torch; Gunite; Hand-Guided Trencher; Jackhammer and/or Pavement Breaker; Scaler (using boson's chair or safety belt); Tamper (mechanical all types).

GROUP 5: AC Dumpman, Asbestos Abatement, Asphalt Raker II, Drill Doctor/Air Tool Repairman, Hazardous Waste Removal, Lead Abatement, Lead Pipeman, Process Piping Installer, Scaler (Driller), Pest Technician/Weed Control, Scissor Lift, Hydro Mobile Scaffold Builder.

 * PAIN 0086-001 04/01/2014

	Rates	Fringes
PAINTER		
PAINTER (Yavapai County only), SAND BLASTER/WATER BLASTER (all Counties).....	\$ 19.50	4.85

ZONE PAY: More than 100 miles from Old Phoenix Courthouse \$3.50 additional per hour.

 SUAZ 2009-001 04/20/2009

	Rates	Fringes
CEMENT MASON.....	\$ 19.28	3.99
ELECTRICIAN.....	\$ 22.84	6.48
IRONWORKER (Rebar)		
Pima County.....	\$ 23.17	14.83
Pinal County.....	\$ 20.27	8.35
LABORER		
Asphalt Raker.....	\$ 15.49	3.49
Compaction Tool Operator...	\$ 14.59	2.91
Concrete Worker.....	\$ 13.55	3.20
Concrete/Asphalt Saw.....	\$ 13.95	2.58
Driller-Core, diamond, wagon, air track.....	\$ 16.94	3.12
Dumpman Spotter.....	\$ 14.99	3.16

	Rates	Fringes
Fence Builder.....	\$ 13.28	2.99
Flagger		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 12.35	1.59
Formsetter.....	\$ 16.09	3.97
General/Cleanup Laborer		
Coconino, Maricopa, Mohave, Pima, Yavapai & Yuma.....	\$ 14.54	3.49
Grade Setter (Pipeline).....	\$ 17.83	5.45
Guard Rail Installer.....	\$ 13.28	2.99
Landscape Laborer.....	\$ 11.39	
Landscape Sprinkler Installer.....	\$ 15.27	
Pipelayer.....	\$ 14.81	2.96
Powderman, Hydrasonic.....	\$ 16.39	2.58
 OPERATOR: Power Equipment		
Asphalt Laydown Machine.....	\$ 21.19	6.05
Backhoe < 1 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 17.37	3.85
Backhoe < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Clamshell < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Concrete Pump (Truck Mounted with boom only)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 19.92	7.10
Crane (under 15 tons).....	\$ 21.35	7.36
Dragline (up to 10 cu yd)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Drilling Machine (including Water Wells).....	\$ 20.58	5.65
Grade Checker		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 16.04	3.68

	Rates	Fringes
Hydrographic Seeder.....	\$ 15.88	7.67
Mass Excavator.....	\$ 20.97	4.28
Milling Machine/Rotomill.....	\$ 21.42	7.45
Motor Grader (Finish-any type power blade) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 21.92	4.66
Motor Grader (Rough) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 20.07	4.13
Oiler.....	\$ 18.15	8.24
Power Sweeper.....	\$ 16.76	4.44
Roller (all types Asphalt) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.27	3.99
Roller (excluding asphalt).....	\$ 15.65	3.32
Scraper (pneumatic tired) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 17.69	3.45
Screed Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 17.54	3.72
Shovel < 10 cu yd Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Skip Loader (all types <3 cu yd).....	\$ 18.28	5.30
Skip Loader (all types 3 < 6 cu yd) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.64	4.86
Skip Loader (all types 6 < 10 cu yd).....	\$ 20.15	4.52
Tractor (dozer, pusher - all) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 17.26	2.65
PAINTER		
Coconino, Maricopa, Mohave, Pima, Pinal & Yuma.....	\$ 15.57	3.92

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Dump or Flatrack.....	\$ 16.27	3.30
5 Axle Dump or Flatrack.....	\$ 13.97	2.89
6 Axle Dump or Flatrack (< 16 cu yd).....	\$ 17.79	6.42
Belly Dump.....	\$ 14.67	
Oil Tanker Bootman.....	\$ 22.03	
Self-Propelled Street Sweeper.....	\$ 13.11	5.48
Water Truck 2500 < 3900 gallons.....	\$ 18.14	4.55
Water Truck 3900 gallons and over.....	\$ 15.92	3.33
Water Truck under 2500 gallons.....	\$ 15.94	4.16

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district

council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

FEDERAL LABOR STANDARDS PROVISIONS

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

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

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination 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 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

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

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly 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 work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

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

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

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

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

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1928 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

LS-2 CDBG CONTRACTOR'S CERTIFICATION

Grantee: _____ CDBG Contract No: _____
 Activity No: _____ Activity Name: _____

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

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

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

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

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

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

Contractor Information								
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic Y/N	Women Owned	IRS Tax ID #	Section 3 (Y/N)	Construction Firm Legal Name, Address, City, State, Zip	AZ License No.
\$								

*See Demographic and Trade Code table below for informatio

Demographic and Trade Codes	
Race	Type of Trade Code
11 – White	1- New Construction
12 – African American	2 – Substantial Rehab
13 - Asian	3 – Repair
14 – American Indian or Alaskan Native	4 – Service
15 - Native Hawaiian or other Pacific Islander	5– Project Management
16- American Indian or Alaskan Native and White	6 – Professional
17- Asian and White	7 – Tenant Services
18- African American and White	8 – Education Training
19 – American Indian or Alaskan Native and White	9 – Architecture/Engr.
20 – Other Multi-racial	10 - Other

b. The undersigned is:

- a sole proprietorship;
- a partnership;
- a corporation organized in the State of _____ ;or
- another organization (describe)_____

c. The name, title and address of the owners, partners or officers of the undersigned are (please list any other legal names/doing business as (dba):

NAME TITLE ADDRESS

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest, are: (Indicate if None)

NAME ADDRESS NATURE OF INTEREST

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

NAME ADDRESS TRADE CLASSIFICATION

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

a. Name of Contractor: _____

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

c. Type or Printed Name: _____

d. Title: _____

e. Date: _____

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

CDBG Approval Use Only	
The contractor is eligible to participate in the CDBG funded construction project:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Comments: _____	
Person making this determination (typed or printed name): _____	
Signature _____	Date _____
Date grantee or CDBG Program notified of determination: _____	
Grantee or CDBG Program notified by: Mail <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/>	

LS-2.2 3/2006

Note: This form is to be submitted with the BID

LS-3 CDBG SUBCONTRACTOR'S CERTIFICATION

Grantee: _____ CDBG Contract No: _____

Activity No: _____ Activity Name: _____

LS-3. CDBG SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

1. I, the undersigned, having submitted a bid to or having executed a contract with

(contractor or subcontractor): _____

for (name of project): _____

for (nature of work): _____

in the amount of \$ _____ certify that:

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

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

2. I hereby certify that:

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

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

3. I agree to obtain and forward to the contractor, for transmittal to the grantee prior to or within ten days after the execution of any lower subcontract, a Subcontractor's Certification concerning Labor Standards and Prevailing Wage Requirements, LS 3, executed by the lower tiered subcontractor.

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

5. I further certify that:

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

Subcontractor Information								
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic Y/N	Women Owned	IRS Tax ID #	Section 3 (Y/N)	Subcontractor Firm Legal Name, Address, City, State, Zip	AZ License No.
\$								

*See Demographic and Trade Code table below for information

Demographic and Trade Codes	
Race	Type of Trade Code
11 – White	1- New Construction
12 – African American	2 – Substantial Rehab
13 - Asian	3 – Repair
14 – American Indian or Alaskan Native	4 – Service
15 - Native Hawaiian or other Pacific Islander	5– Project Management
16- American Indian or Alaskan Native and White	6 – Professional
17- Asian and White	7 – Tenant Services
18- African American and White	8 – Education Training
19 – American Indian or Alaskan Native and White	9 – Architecture/Engr.
20 – Other Multi-racial	10 - Other

- b. The undersigned is:
- a sole proprietorship;
 - a partnership;
 - a corporation organized in the State of _____ ;or
 - another organization (describe)_____

- c. The name, title and address of the owners, partners or officers of the undersigned are (please list any other legal names/doing business as (dba):

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
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- d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest, are (IF NONE, SO STATE):

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
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- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (IF NONE, SO STATE):

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE CLASSIFICATION</u>
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6. I hereby certify that I have the legal authority to complete and submit this document on behalf of:

- a. Name of Contractor: _____
- b. Signature (**in ink**): _____
- c. Type or Printed Name: _____
- d. Title: _____
- e. Date: _____

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

Approval Use Only	
Subcontractor is eligible to participate in the CDBG funded construction project:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Comments: _____	
Person making this determination: (typed or printed name): _____	
Signature _____	Date _____
Date grantee or CDBG program notified of determination: _____	
Grantee or CDBG Program notified by: Mail <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/>	

LS-3.2 3/2006

Note: This form is to be submitted within 10 days of contract award.

LS-5 - STATEMENT OF COMPLIANCE

Date _____

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

do hereby state:

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

_____ on the _____ (Building or work)

that during the payroll period commencing on the _____ day of _____, 20____, and ending the _____ day of _____, 20____, all persons

employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ (Contractor or subcontractor) _____ from the full 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 CFR Subtitle A), Issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

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

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

CERTIFICATIONS

CERTIFICATIONS

CIVIL RIGHTS PROVISIONS

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

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

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

And, Rehabilitation Act of 1973, Section 504, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

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

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

And, Americans with Disabilities Act of 1990, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

And, Executive Order 11063, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

EQUAL EMPLOYMENT OPPORTUNITY

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

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.

2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap.
3. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the GRANTEE's Department of Housing and/or Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the CONTRACTOR's non-compliance with any provision of this contract or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
6. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GRANTEE's Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE's Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

SECTION 503

(if contract \$25,000 or over)

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the CONTRACTOR's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

FLY ASH CERTIFICATION

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

ACCESS TO RECORDS AND RECORDS RETENTION

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

1. The individual, sole proprietor, partnership, corporation, and/or association agrees to permit the **City of Casa Grande** (Grantee), ~~State of Arizona Department of Housing (ADOH)~~, U. S. Department of Housing and Urban Development (HUD), and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the "official ~~State of Arizona Department of Housing~~ HUD" "Closeout" date of the grant or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

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

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

ANTI-LOBBYING CERTIFICATION

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

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

DEBARMENT CERTIFICATION

The undersigned agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

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

(typed name of official)

(signature of official)

(typed name of firm)

(date)

PROCUREMENT OF CEMENT AND CONCRETE CONTAINING FLY ASH

Subpart A-Purpose, Applicability and Definitions

Sec.	
249.01	Purpose.
249.02	Designation.
249.03	Applicability
249.04	Definitions.

Subpart B-Specifications

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249.11	Recommendations for contract specifications.
249.12	Recommendations for material specifications.
249.13	Recommendations for fly ash content and mix design.
249.14	Recommendations for performance standards.

Subpart C-Purchasing

249.20	Recommendations for bidding approach.
249.21	Recommendations for reasonable price.
249.22	Recommendations for reasonable competition.
249.23	Reasonable availability.
249.24	Recommendations for time-phasing.

Subpart A-Purpose, Applicability and Definitions

§ 249.01 Purpose.

(a) The purpose of the guideline is to assist procuring agencies in the procurement of cement and concrete which contain fly ash., in accordance with Section 6002(e) of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended (“RCRA” or “Act”) (42 U.S.C. 6962).

(b) This guideline contains recommendations for implementing Section 6002 requirements, including revision of specifications, purchasing, phasing-in of requirements, and certification procedures. The Agency believes its recommendations provide a flexible approach to meeting the statutory requirements, while still maintaining the intent of RCRA. The Agency is of the opinion that adherence to the guideline constitutes compliance with the statute.

§ 249.02 Designation.

Cement and concrete, including concrete products such as pipe and block, containing fly ash is hereby designated by EPA as a product area for which

affirmative procurement actions are required on the part of procuring agencies, under the requirements of Section 6002 of RCRA.

§ 249.03 Applicability.

(a) This guideline applies to all procuring agencies and to all procurement actions involving cement or concrete where the procuring agency purchases, in total, \$10,000 or more worth of cement or concrete during the course of a fiscal year, or where the quantity of such items purchased during the preceding fiscal year was \$10,000 or more. EPA leaves the precise method of calculating or estimating the applicability of this provision to specific construction activities of a procuring agency at the discretion of that agency.

(b) Procurement actions covered by this guideline include all purchases for cement or concrete made directly by a procuring agency or by any person directly in support of work being performed for a procuring agency, as in the case of general construction contractors and/or subcontractors.

(c) Such procurement actions also include any purchases of cement or concrete made “indirectly” by a procuring agency, as in the case of purchases resulting from grants, loans, funds, and similar forms of disbursements of monies which the procuring agency intended to be used for construction.

(d) The guideline does not apply to purchases of cement and concrete which are unrelated to or incidental to Federal funding, i.e., not the direct result of a contract, grant, loan, funds disbursement, or agreement with a procuring agency.

§ 249.04 Definitions.

As used in this guideline:

(a) “Act” or “RCRA” means the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6901 et seq.

(b) “Construction” means the erection or building of new structures, or the replacement, expansion, remodeling, alteration, modernization, or extension of existing structures. It includes the engineering and architectural surveys, designs, plans, working drawings, specifications, and other actions necessary to complete the project.

(c) “Contract specifications” means the set of specifications prepared for an individual construction project, which contains design, performance, and material requirements for that project.

(d) “Federal agency” means any department, agency, or other instrumentality of the Federal Government, any independent agency or establishment of the Federal Government including any Government corporation, and the Government Printing Office (Pub.L. 94-580, 90 Stat. 2799, 42 U.S.C. 6903).

(e) “Fly ash” means the component of coal which results from the combustion of coal, and is the finely divided mineral residue which is typically collected from boiler stack gases by electrostatic precipitator or mechanical collection devices.

(f) “Guide specification” means a general specification - often referred to as a design standard or design guideline - which is a model standard and is suggested or required for use in the design of all of the construction projects of an agency.

(g) “Implementation” means putting a plan into practice by carrying out planned activities, or ensuring that these activities are carried out.

(h) “Material specification” means a specification that stipulates the use of certain materials to meet the necessary performance requirements.

(i) “Person” means an individual trust, firm, joint stock company, Federal agency, corporation (including a government corporation), partnership, association, State, municipality, commission, political subdivision of a State, or any interstate body.

(j) “Procurement item” means any device, goods, substance, material, product, or other item whether real or personal property which is the subject of any purchase, barter, or other exchange made to procure such item (Pub.L. 94-580, 90 Stat. 2800, 42 U.S.C. 6903).

(k) “Procuring agency” means any Federal agency, or any State agency or agency of a political subdivision of a State which is using appropriated Federal funds for such procurement, or any person contracting with any such agency with respect to work performed under such contract (Pub.L. 94-580, 90 Stat. 2800, 42 U.S.C. 6903).

(l) “Recovered material” means waste material and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process (Pub.L. 94-580, 90 Stat. 2800, 42 U.S.C. 6903, as amended by Pub.L. 96-482).

(m) “Specification” means a clear and accurate description of the technical requirement for materials, products, or services, which specifies the minimum requirement for quality and construction of materials and equipment necessary for an acceptable product. In general, specifications are in the form of written descriptions, drawings, prints, commercial designations, industry standards, and other descriptive references.

Subpart B - Specifications

§ 249.10 Recommendations for guide specifications.

(a) Each procuring agency should assure that its guide specifications do not unfairly discriminate against the use of fly ash in cement and concrete. Each procuring agency should:

(1) Revise specifications, standards, or procedures which currently require that cement and concrete contain virgin materials to eliminate this restriction.

(2) Revise specifications, standards, or procedures which prohibit using recovered materials (particularly fly ash) in cement and concrete to eliminate this restriction.

(b) Guide specifications should require that contract specifications for individual construction projects or products allow for the use of fly ash, unless fly ash use is technically inappropriate for a particular construction application.

(c) Referenced specifications which are maintained by national organizations, such as the American Association of State Highway and Transportation Officials (AASHTO), the American Concrete Institute (ACI), and the American Society for Testing and Materials (ASTM) should be reviewed and modified, if necessary, to remove any discrimination against the use of fly ash in cement and concrete.

(d) Guide specifications should be revised, if necessary, within six months after the effective date of this guideline, to incorporate the recommendations of paragraphs (a) through (c) of this section.

§ 249.11 Recommendations for contract specifications.

(a) Each procuring agency which prepares or reviews “contract” specifications for individual construction projects should revise those specifications to allow the use of cement and concrete which contain fly ash as an optional or alternate material for the project in accordance with §249.20, except as noted in paragraph (b) of this section.

(b)(1) Notwithstanding the above, procuring agencies should not revise contract specifications to allow the use of fly ash if it can be determined that, for a particular project or application, reasonable performance requirements for the cement or concrete will not be met, or that the use of fly ash would be inappropriate for technical reasons.

(2) The determination under this paragraph should be documented by the procuring agency, design engineer/architect, or other responsible person, based on specific technical performance information. Legitimate documentation of technical infeasibility for fly ash can be for certain classes of applications, rather than on a job-by-job basis. Agencies should reference such documentation in individual contract specifications, to avoid extensive repetition of previously documented points. However, procuring agencies should be prepared to submit such documentation to scrutiny by interested persons, and should have a review process available in the event of disagreements.

(c) Each procuring agency should assure that contract specifications reflect the provisions of paragraphs (a) and (b) of this section by reviewing the

contract specifications for any individual construction project before awarding the contract. Procuring agencies are reminded that the statutory requirements apply to projects which are contracted for directly, as well as those projects directly performed under the provisions of grants, loans, funds or similar forms of disbursement.

(d) All contract specifications issued after one year from the effective date of this guideline should meet the provisions of this section.

§ 249.12 Recommendations for material specifications.

(a) Each procuring agency should make maximum use of existing voluntary consensus standards and Federal material specifications for cement and concrete which contain fly ash. These are:

- (1) Cement.
 - (i) ANSI/ASTM C595 - "Standard Specification for Blended Hydraulic Cements."
 - (ii) Fed. Spec. SS-C-1960/4B - "Cement, Hydraulic, Blended."
 - (iii) ANSI/ASTM C150 - "Standard Specification for Portland Cement" and Fed. Spec. SS-C-1960/Gen. are appropriate specifications when fly ash is used as a raw material in the production of cement.

(2) Concrete.

- (i) ANSI/ASTM C618 - "Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete."

(ii) Fed. Spec. SS-C-1960/5A - "Pozzolan, For Use in Portland Cement Concrete."

(iii) ANSI/ASTM C311 - "Standard Methods of Sampling and Testing Fly Ash and Natural Pozzolans for use as a Mineral Admixture in Portland Cement Concrete."

(b) Only fly ash which, as a minimum, meets ASTM standards should be used, unless a procuring agency has developed sufficient expertise to use non-specification fly ash for particular applications.

§249.13 Recommendations for fly ash content and mix design.

(a) This guideline does not specify a minimum or maximum level of fly ash content for any uses, due to variations in fly ash, cement, strength requirements, costs, construction practices, etc. However, replacement rates of fly ash for cement in the production of blended cement generally do not exceed 20% to 30%, although fly ash blended cements may range from 0%-40% fly ash by weight, according to ASTM C595, for cement Types IP and I(PM). Fifteen percent is a more accepted rate when fly ash is used as a partial cement replacement as an admixture in concrete.

(b) Information on fly ash and concrete mix design is contained in the "References" section of this guideline. These sources should be consulted in the

design and evaluation of the proper mix ratio for a specific project. In general, the concrete mix is adjusted by adding fly ash, while decreasing cement, water, and fine aggregate. The fly ash should be checked for compliance with applicable ASTM standards/Federal specifications, and trial mixes should be made to verify compliance of such mixes with specified quality parameters as is typically done for portland cement concrete.

(c) Concrete mix design specifications which specify minimum cement content or maximum water:cement ratios could potentially unfairly discriminate against the use of fly ash. Such specifications should be changed in order to allow the partial substitution of fly ash for cement in the concrete mixture, unless technically inappropriate. Minimum cement contents and maximum water:cement ratios may be retained, as long as they reflect the cementitious characteristics which fly ash can impart to a concrete mixture, e.g., by considering portland cement *plus* fly ash as the total cementitious component.

§249.14 Recommendations for performance standards.

(a) Each procuring agency should review and, if necessary, revise performance standards relating to cement or concrete construction projects to insure that they do not arbitrarily restrict the use of fly ash, either intentionally or inadvertently, unless this restriction is justified on a case-by-case basis, as allowed for in §249.11(b).

Subpart C - Purchasing

§249.20 Recommendations for bidding approach.

(a) EPA recommends that a procuring agency specifically include provisions in all construction contracts to allow for the use, as an optional or alternate material, of cement or concrete which contains fly ash, except as provided for in §249.11(b).

(b) Agencies should adopt appropriate bidding approaches to comply with paragraph (a) of this section. While EPA allows flexibility to procuring agencies in this regard, alternatives which should be considered in adhering to paragraph (a) include:

(1)(i) Revision of contract or guide specifications, as discussed in §§249.10 and 249.11, such that portland cement or concrete and cement or concrete containing fly ash are both considered acceptable materials for the particular construction job. Such an approach allows a contractor to secure award of a contract based on normal bid evaluation procedures. At a later time, the contractor can exercise the option to use or not to use fly ash, subject to normal quality assurance procedures and review and approval of mix designs, materials, etc. by the procuring agency/project engineer.

(ii) This bidding approach may be most useful in procurements where cement or concrete is not the sole

material purchased, e.g., as in the case of a solicitation covering all phases of construction of an office building. Under this approach, procuring agencies should put offerors on notice that a specification change has taken place and that they should actively seek out suppliers of cement or concrete containing fly ash.

(2)(i) Solicitation of alternate bids, allowing separate price quotations for either portland cement concrete or concrete containing fly ash. Under this approach, award is made to the successful bidder (typically lowest priced responsible offeror) for either one or the other of the materials. However, the successful bidder can later revise the selection of materials planned for use, for example, due to technical reasons or material availability, subject to approval of the procuring agency/project engineer.

(ii) This bidding approach may be most useful in procurements where the procuring agency is purchasing cement or concrete separately from other phases of a construction project, thus enabling the agency to evaluate bids for cement or concrete individually and to deal directly with potential suppliers.

(c) Regardless of the method of solicitation used, award should be made in accordance with an agency's customary award procedures, typically to the lowest priced responsible bidder, regardless of whether fly ash is used. In the event that two or more low bids are received which offer different levels of fly ash content, award should be made in accordance with an agency's customary award procedures, typically to the lowest priced responsible offeror. In the case of identical low bids, award should be made to the offeror with the higher level of fly ash content, all other factors being equal.

§249.21 Recommendations for reasonable price.

(a) Procuring agencies should use general procedures, such as those contained in the Federal Procurement Regulations, in determining whether the prices offered are reasonable. This determination should consider the objectives of Section 6002 of RCRA.

(b) Techniques of price analysis (not cost analysis) should be used, as appropriate. (Price analysis is the process of examining and evaluating a prospective price without evaluating the separate cost elements and proposed profit of the individual prospective supplier.) Price analysis may be done in various ways, including:

- (1) Comparison of the price quotations submitted.
- (2) Comparison of prior quotations and contract prices with current quotations for the same or similar end items, making appropriate allowances for any differences in quantities, delivery time, inflation, etc.
- (3) Comparison of prices set forth in published price lists or catalogs.

Cost analysis may be necessary where there is no history or published information upon which to base price analysis.

§249.22 Recommendations for reasonable competition.

(a) Procuring agencies can assume that there is reasonable competition if there is adequate price competition.

(b) Adequate price competition is usually presumed to exist if:

- (1) At least two responsible offerors,
- (2) who can satisfy the purchaser's (e.g., the Government's) requirements,
- (3) independently compete for a contract to be awarded,
- (4) by submitting priced offers responsive to the expressed requirements of a solicitation.

In addition, the reasonableness of prices is a factor which should be evaluated in accordance with §249.21.

§249.23 Reasonable availability.

Procuring agencies should consider cement or concrete which contains fly ash to be reasonably available if it can be delivered in time to successfully perform the job, or if there are no unusual or unnecessary delays expected in its delivery compared to those for portland cement or concrete.

§249.24 Recommendations for time-phasing.

In order to minimize any adverse effects on the marketplace or on the procuring agency in implementing this guideline, the Agency recommends that not later than the beginning of the second year after the effective date of the guideline, all contracts should solicit bids which specifically allow for the use of fly ash, in accordance with the provisions of §249.11 and §§249.20-249.23.

Subpart D - Certification

§249.30 Recommendations for measurement.

(a) The procuring agency should require the supplier to:

- (1) Certify that the percentage of fly ash to be included in the cement or concrete supplied under the contract is in accordance with the amount required by specifications referenced in the solicitation or contract.
- (2) Estimate the percentage of fly ash which will be used in a particular mix design, as well as the quantity of fly ash to be supplied under the contract.

(b) Measurement of fly ash content should be made in accordance with standard industry practice, normally on a weight basis, and stated as a percentage of the weight of total cementitious material: (fly ash weight/(fly ash weight + cement weight)) = %. This

will often be a reflection of either a typical cubic yard of concrete or ton of cement.

§249.31 Recommendations for documentation.

(a) The supplier's certification of fly ash content should not require separate reporting forms, but should make use of existing mechanisms, such as a statement contained in a signed bid document or a mix design proposal.

(b) In cases where the purchase of cement or concrete is not under the direct control of the procuring agency, as in the case of certain indirect purchases, the fly ash content of the cement or concrete purchased and quantity of fly ash used should be made available to the procuring agency.

§249.32 Quality control.

(a) Nothing in this guideline should be construed to relieve the contractor of responsibility for providing a satisfactory product. The certification procedures discussed in §§249.30 and 249.31 are intended to satisfy the certification requirements of Section 6002, and are entirely separate in purpose and format from standard industry quality control and quality assurance procedures. Cement and concrete suppliers are already responsible both for the quality of the ingredients of their product and for meeting appropriate performance requirements, and will continue to be under this guideline. This guideline does not attempt to shift normal industry procedures for assigning responsibility and liability.

(b)(1) Procuring agencies should expect suppliers of blended cement, fly ash, and concrete to demonstrate (through reasonable testing programs or previous experience) the performance and reliability of their product and the adequacy of their quality control programs. However, procuring agencies should not subject cement and concrete containing fly ash to any unreasonable testing requirements.

(2) In accordance with standard industry practice, fly ash suppliers should be required to provide to users a statement of the key characteristics of fly ash supplied. These characteristics include its chemical constituents, loss on ignition (LOI), and fineness of the matter. These characteristics may be stated in appropriate ranges. Other characteristics should be requested as needed by the procuring agency.

(c) Agencies desiring a testing or quality assurance program for cements, blended cements, or fly ash should contact the U.S. Army Engineer Waterways Experiment Station, P.O. Box 631, Vicksburg, Mississippi 39180.

§249.33 Date recommendations.

Certification of fly ash content should occur at the time of purchase of cement and concrete in accordance with the phasing-in recommendations in §249.24 and §§249.30-249.32.

References

EPA recommends that these documents be used by procuring agencies and those persons wishing to familiarize themselves with issues related to fly ash use.

1. ASTM. Standard specification for fly ash and raw or calcined natural pozzolan for use as a mineral admixture in portland cement concrete. ASTM C618, latest edition. Annual book of ASTM standards, part 14, Philadelphia, PA.
2. ASTM. Standard methods of sampling and testing fly ash or natural pozzolans for use as a mineral admixture in portland cement concrete. ASTM C311, latest edition. Annual book of ASTM standards, part 14, Philadelphia, PA.
3. ASTM. Standard specification for blended hydraulic cements. ASTM C595, latest edition. Annual book of ASTM Standards, part 14, Philadelphia, PA.
4. Department of the Army, Corps of Engineers, Office of the Chief of Engineers, Washington, D.C. Standard practice for concrete. EM-1110-2-2000, with latest changes.
5. Department of the Army, Corps of Engineers, Office of the Chief of Engineers, Washington, D.C. Guide Specification for concrete. CW-03305, with latest changes.
6. Department of the Army, Corps of Engineers, Office of the Chief of Engineers, Washington, D.C. Guide Specification for cast-in-place structural concrete. CW-03301, with latest changes.
7. Frohnsdorff, G., and J.R. Clifton. National Bureau of Standards, 1981. Fly ashes in cements and concretes: technical needs and opportunities NBSIR 81-2239.
8. General Services Administration. Specification for pozzolan for use in portland cement concrete. Federal Specification SS-C-1960/5A.
9. General Services Administration. Specification for blended hydraulic cement. Federal specification SS-C-1960/4B.
10. Gordian Associates, Inc. 1978. Potential for energy conservation through the use of slag and fly ash in concrete. DOE report SAN-1699-T1.
11. Lovewell, C.E., and E.J. Hyland, 1974. A method of proportioning structural concrete mixtures with fly ash and other pozzolans. ACI Committee 211, "Proportioning Concrete Mixes," SP-46-8: pp. 109-140 (with 9 references).
12. Tennessee Valley Authority: Singleton Materials Engineering Laboratory, 1979. Properties and use of fly ash in portland cement concrete. Technical report CR-78-2 (with 11 references). (FR Doc., 83-2335 Filed 1-27-83; 8:45 am)

BILLING CODE 6560-50-M

SECTION 3 CLAUSES

"Section 3 Clauses"

24 CFR Part 135, §135.38. This clause **must** be included in all Section 3 covered contracts.

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 ASSURANCE

Grantee: _____ HOUSING Contract No.: _____

Activity No.: _____ Activity Name: _____

**THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS
OR WITHIN 3 DAYS OF CONTRACT AWARD**

SECTION 3 ASSURANCE

1. I, the undersigned, _____,
(printed name)

as official representative of _____
(contractor)

agree to comply with Section 3 requirements, to include recordkeeping and reporting, for the

(project)

It is understood that failure to comply may result in the following sanctions: cancellation,
termination or suspension of this contract in whole or in part.

2. Prime Contractor

a. The number of positions needed in this

project: _____
Details of occupational categories provided in Attachment A _____ (yes)

b. The number of these positions to be filled by regular, permanent
employees: _____

c. The number of positions projected to be filled by low income area
residents: _____
Details of occupational categories provided in Attachment A _____ (yes)

3. Subcontractors/Vendors

a. The number of subcontractors projected to be utilized for this
project: _____

b. The number of subcontractors projected to be Section 3 businesses:

c. The number of businesses/suppliers projected to be utilized:

Dollar amount: \$ _____

d. The number of businesses/suppliers projected to be Section 3
businesses/suppliers: _____

Dollar amount: \$ _____

Authorized Signature

Date

SECTION 3 ESTIMATED PROJECT WORK FORCE BREAKDOWN

Grantee: _____ HOUSING Contract No.: _____

Activity No.: _____ Activity Name: _____

Attachment A

Section 3 ESTIMATED PROJECT WORK FORCE BREAKDOWN

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

Section 3 Resident

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

Company

Company Address

Project Name and Number

Telephone Number

E-mail

Person Completing Form

Date

SECTION 3 BUSINESS SELF-CERTIFICATION

Grantee: _____ HOUSING Contract No.: _____

Activity No.: _____ Activity Name: _____

SECTION 3 BUSINESS SELF-CERTIFICATION

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS, IF APPLICABLE

A. Basis for Self-Certification

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

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

(check all applicable)

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

B. Certifications

I, the undersigned, hereby certify that:

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

signature

date

printed name

title

S3B-3 (7/01)

