

**SPECIFICATIONS
AND
CONTRACT DOCUMENTS**

**TOWN OF GUADALUPE, ARIZONA
QUADRANT III PAVEMENT REPLACEMENT
(CALLES MARAVILLA, SAHUARO, AZTECA AND BARBARITA)**

PROJECT NUMBER DG1804

DECEMBER, 2018

Dibble Engineering Project Number 1016014.06

For information, contact:

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Prepared by:

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Engineering®**

7878 North 16th Street
Suite 300
Phoenix, Arizona
85020



NOTICE TO BIDDERS

A Mandatory pre-bid conference will be held on Wednesday, **December 12th, 2018**, in the **Guadalupe Town Hall Council Chambers**, which is located at:

9241 South Avenida Del Yaqui
Guadalupe, Arizona 85283

The meeting will commence promptly at **2:00 p.m.** (Arizona Time Zone).

The purpose of this conference will be to give bidders the opportunity to ask questions regarding the plans and specifications. Federal Section 3 requirements, Community Development Block Grant and other Federal Regulations may also be examined and reviewed during this meeting.

This project is federally funded through the Community Development Block Grant, (CDBG) Program under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301, et seq.)

Attendance at the Mandatory Pre-Bid Conference is required to bid on this project.

Note: All Proposers must be present and signed in prior to the start of the Mandatory Pre-Bid Meeting. The convener of the meeting will circulate the attendee sign in sheet at the time the meeting was advertised to begin. Once everyone has signed, the sign in sheet will be taken and the meeting will "officially" start. Anyone not signed in by the "official" start of the meeting will be considered late and will not be allowed to propose on the project. Please allow 10 to 15 minutes to sign in as a visitor prior to the start of the Mandatory Pre-Bid Meeting.

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I. INVITATION TO BID
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
TOWN OF GUADALUPE DG1804

BID OPENING DATE: **DECEMBER 20th, 2018**

AWARD OF CONTRACT DATE: **JANUARY 10th, 2018**

PROPOSED WORK: The project will include the removal and replacement of the asphalt pavement and base from lip of curb to lip of curb and the associated adjustments and replacements of the various water and sewer facilities (valves, manholes, etc.) and survey monuments at the surface as detailed on the construction plans and specifications for Quadrant III (Calle Barbarita, Calle Maravilla, Calle Sahuaro and Calle Azteca.

BIDS: **SEALED BIDS** for the proposed work will be received by the Town of Guadalupe, herein referred to as the OWNER, at the Town Hall located at 9241 South Avenida Del Yaqui, until **2:00 p.m.** (Arizona Time Zone) on the above bid opening date, and then publicly opened immediately after. All bids must be submitted on proposal forms furnished by the Town of Guadalupe in these specifications. The Town of Guadalupe reserves the right to reject any and all bids and to waive any informality in any bid received.

ALL BIDS ARE TO BE MARKED: All bids are to be clearly marked “**Town of Guadalupe, QUADRANT III Pavement Replacement, Project Number DG1804**” on the outside of the sealed envelope and shall include the name of the bidding contractor and a return address.

ELIGIBILITY OF CONTRACTOR: At the request of the OWNER, the two apparent lowest bidders may be required to submit documentation for review and evaluation. A brief financial history of the bidders' company (the most recent CPA certified audit may be sufficient), a brief summary of construction projects completed similar to this proposed project and a list of references shall be requested. The OWNER may also conduct any investigations it deems necessary to determine the bidder's performance capabilities.

By submitting a bid or proposal and/or executing a contract with the Town of Guadalupe, the BIDDER certifies, that neither it nor its principals, its subcontractors nor their principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

CONTRACT TIME:

All work on this CONTRACT is to be completed within **60 calendar days** after award of CONTRACT and issuance of a formal Notice To Proceed. A formal **Notice to Proceed date of Monday January 14th, 2019** is anticipated. The Town desires to have all work completed by **Friday March 15th, 2019**.

CONTRACT, PLANS, SPECIAL DOCUMENTS:

Plans and Specifications may be obtained at the **Guadalupe Town Hall located at 9241 South Avenida Del Yaqui** (480) 505-5367, upon payment of a \$50.00 fee per each set. This payment will not be refunded. Plans and Specifications may also be viewed at Dibble Engineering offices. The Plans and Specifications are also available on PDF format at no charge. Each bid must be accompanied by a bond or certified check in the amount of ten percent (10%) of the bid, made payable to the **Town of Guadalupe Treasurer**, as guarantee that if the work is awarded to the bidder, he will, within seven days from the date of such award, enter into proper CONTRACT and bond condition for the faithful performance of the work, otherwise said amount will be forfeited to said OWNER as liquidated damages.

PROTEST PROCEDURES:

Bidders may protest the bid process or award in writing within three calendar days after the bid opening or award. Written protests should be submitted to: The Town of Guadalupe.

NOTICE TO ALL BIDDERS:

THIS IS A FEDERALLY FUNDED PROJECT: THE PREVAILING BASIC HOURLY WAGE RATES AND FRINGE BENEFITS, AS DETERMINED BY THE SECRETARY OF LABOR PURSUANT TO THE PROVISIONS OF THE DAVIS-BACON ACT, SHALL BE THE MINIMUM WAGES PAID TO THE DESCRIBED CLASS OF LABORERS AND MECHANICS EMPLOYED TO PERFORM THE CONTRACT. The prevailing wage scale shall be as indicated on the latest modification to the U.S. Department of Labor Federal Wage Determinations.

Standards and guidelines for procurement of supplies, equipment, construction and services shall be in accordance with the provisions of 24 CFR Part 85.36 of Housing and Urban Development Community Development Block Grant program and the Town of Guadalupe's adopted procurement code.

Equal Employment Opportunity requirements apply to this CONTRACT in compliance with nondiscrimination provisions of presidential Executive Order No. 11246.

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 activities 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. Bidders should include a list of local area businesses (i.e. suppliers, rental firms, etc.) and identify local area residents that are employees of the bidding firm that will be employed on this project.

The Town of Guadalupe will endeavor to insure in every way possible that minority and women owned business enterprises shall have every opportunity to participate in providing professional services, goods and construction contracting to the Town of Guadalupe without being discriminated against on the grounds of race, religion, sex, age, handicap, familial, or national origin.

Work performed under this CONTRACT shall be in compliance with specifications meeting American Standard Specifications for Making Building and Facilities Accessible and Usable by the Physically Handicapped; the Uniform Federal Accessibility Standards of April 1, 1988; and the Americans with Disabilities Act, of January 1992, as amended.

The CONTRACTOR agrees to utilize a DUNS number and be registered with the Central Contractor Registration (CCR) (www.ccr.gov) as a requirement for the receipt of CDBG-R funds.

E-Verify. All federal funded contractors must certify that they use E-verify. This is a requirement for this contract.

In accordance with Presidential Executive Order 13465 of June 6, 2008 and Arizona Revised Statutes (A.R.S.) Section 41-4401, the Contractor certifies that it complies with federal immigration laws and regulations that relate to their employees and A.R.S. Section 23-214, Subsection.A, and certifies use of the E-Verify system established by the Department of Homeland Security.

II. INSTRUCTIONS TO BIDDERS

A. GENERAL REQUIREMENTS

1. Before submitting a proposal, each bidder shall examine these instructions, the specifications contained herein and all pertinent drawings, and should visit the site of the proposed work in order to become fully informed concerning all existing conditions and limitations which may affect execution of the work.
2. Should any omission, error, or ambiguities in the drawings or specifications be discovered during the examination of the CONTRACT documents or upon visiting the job site, they MUST be brought to the attention of the ENGINEER not later than ten (10) calendar days before bid opening date. Any bid item quantity errors discovered and not reported to the ENGINEER and resulting in a higher or lower than normal unit bid price (unbalance bid) will be grounds for disqualification of the bidder or payment of that bid item at the average unit bid price bid of the next four lowest bidders at the OWNER's sole discretion. All inquiries will be promptly reviewed and where necessary a clarifying written addendum will be issued and made a part of the CONTRACT documents.
3. The bidders shall familiarize themselves with the provisions of applicable laws, codes and regulations of the Federal Government, State of Arizona, local agencies and municipalities that have jurisdictions at the location of the work. Contractor shall comply with, and require all subcontractors to comply with, State and City Contractor's License Law.

B. PROPOSALS

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

1. Bid proposals shall be submitted on the Form of Proposal provided herewith. All blanks shall be complete and numbers shall be stated both in writing and in figures. Avoid all erasures, changes or additions on the Form of Proposal since these deviations may result in the OWNER'S rejection of the bid as not being responsive to the invitation.
2. The signatures must be in longhand and executed by a principal duly authorized to make CONTRACTs. The bidder's legal name must be fully stated.
3. No bidder may withdraw a bid within 75 days after the actual date of the opening thereof. Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the Bidder.
4. Proposals must be accompanied by a certified or cashier's check or bid bond for not less than ten percent (10%) of the total amount of the bid, made payable to the **Town of Guadalupe Treasurer**, said cashier's check or bid bond to serve as a guarantee of the intent of the Bidder to enter into a CONTRACT to perform all matters included in the said proposal in accordance with the plans and specifications, and on the date and in the time specified, or as liquidated damages in event of failure or refusal of the Bidder to enter into such CONTRACT. Said cashier's check or bid bond will be returned to the Bidders whose proposals are not accepted, and to the successful CONTRACTOR upon the execution of a satisfactory Statutory Performance Bond, Statutory Payment Bond, and the CONTRACT.
5. The Contractor shall, before executing the CONTRACT, file with the Clerk of the Town of Guadalupe, a Statutory Performance Bond and a Statutory Payment Bond, each in the amount

of one hundred percent (100%) of the CONTRACT price, as required under the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes.

6. Where materials, equipment, apparatus or other products are specified by manufacturer, brand name, type of catalog number, such designation is to establish standards of desired quality and style and shall be the basis of the bid. Should the Contractor propose to furnish materials and equipment other than those specified, as permitted by the "or approved equal" clauses he shall submit a written request as an alternate to the base bid with his proposal for any or all substitutions. Such a request shall be accompanied by complete descriptive literature (manufacturer, brand name, catalog number, etc) and technical data for all items and shall indicate any addition or deduction to the CONTRACT price. Where such substitutions alter the design or space requirements indicated on the plans the Contractor shall include all items of cost for the revised design and construction including cost of all allied trades involved. Acceptance or rejections of the proposed substitutions will be made on the basis of whether or not the specifications are met, and the OWNER'S best interests are served as determined by the authorized representative and the Town of Guadalupe.
7. A list of subcontractors is a part of the Form of Proposal and shall be submitted when applicable. **NO PROPOSAL FOR WORK INVOLVING THESE CLASSIFICATIONS WILL BE VALID WITHOUT THE COMPLETE LISTING OF SUBCONTRACTORS.**
8. Any bidder may withdraw his bid, either personally, by written request, or by telephone request, confirmed in writing, at any time **prior** to the scheduled closing time for receipt of bids.
9. All proposals shall be submitted on the Form of Proposal and delivered in sealed envelopes bearing on the outside, the name of the bidder, his address and the name of the project for which the bid is submitted. Each bid shall be filed with the Clerk of the Town of Guadalupe, located at 9241 South Avenida Del Yaqui, on or before date and time specified. Bids will be opened and publicly read aloud as indicated in the invitation to Bid. It is the sole responsibility of the bidder to deliver his bid in proper time. Any proposal received after the scheduled closing time previously stated will be returned to the bidder unopened.
10. The Town of Guadalupe reserves the right to reject any or all bids and proposals, to accept any proposals or alternate proposal and to waive any informality in bids received in considering the relative merits of the proposals. The award of the CONTRACT, if made, will be to the lowest qualified bidder.
11. **SMALL BUSINESS ENTERPRISE PROGRAM:** The Maricopa County Small Business Enterprise (SBE) Program is incorporated by reference. It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process and to be considered to fulfill the requirements for various commodities and services. No specific SBE participation percentage goal or dollar amount has been established for this contract.
12. **E-VERIFICATION OF EMPLOYEES**
The Contractor warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:

- (1) That Contractor and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their

compliance with A.R.S. § 23-214, subsection A;

(2) That a breach of a warranty under subsection 1 above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;

(3) That the contracting government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty provided under subsection 1 above and that the Contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

(4) That nothing herein shall make any contractor or subcontractor an agent or employee of the contracting government entity.

BUSINESS IN SUDAN OR IRAN

Under A.R.S. § 35-397, the Contractor certifies that it does not have scrutinized business operations in either Sudan or Iran.

C. FORMS

The following pages are sample forms. Alternate forms may be used provided the information is the same.

<u>FORM</u>	<u>PAGE</u>
STATUTORY PAYMENT BOND	II - 4
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CONTRACT CHANGE ORDER	II - 6
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**STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the contract amount.)**

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal (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 _____, as Surety (hereinafter called the Surety), are held and firmly bound unto the TOWN OF GUADALUPE (hereinafter called the Obligee) in the amount of _____ (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____, to construct _____, (Project)(Contract # _____), which contract is hereby referred to and made a part hereof fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the Work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

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

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

Witness our hands this _____ day of _____, 20_____.

PRINCIPAL SEAL

BY: _____

AGENT OF RECORD, STATE OF ARIZONA

SURETY SEAL

BY: _____

AGENT ADDRESS

AZ CERTIFICATE OF AUTHORITY # _____

BOND NUMBER _____

POWER OF ATTORNEY SEAL

BY: _____

(Dept.)(District)(Project)(Contract)# _____

Page _____ of _____

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

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal (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 _____, as Surety (hereinafter called the Surety), are held and firmly bound unto the TOWN OF GUADALUPE (hereinafter called the Obligee) in the amount of _____ (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with Obligee, dated the _____ day of _____, 20____, (Project)(Contract) # _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as copied at length herein.

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, the Arizona Revised Statutes, and all liabilities of this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement. The prevailing party in a suit on this bond shall be entitled as a part of the judgment reasonable attorney's fees that may be fixed by the judge of the court.

Witness our hands this _____ day of _____, 20_____.

		PRINCIPAL		SEAL	
	BY: _____				
AGENT OF RECORD, STATE OF ARIZONA					
	BY: _____				
ADDRESS	SURETY	SEAL	AGENT		
	BY: _____				
AZ CERTIFICATE OF AUTHORITY # _____					
	BY: _____				
BOND NUMBER _____	POWER OF ATTORNEY	SEAL			
(Dept.)(District)(Project)(Contract)# _____	Page _____ of _____				

CONTRACT CHANGE ORDER

PROJECT NO: _____
 DATE: _____
 STATE: _____
 COUNTY: _____
 CITY: _____

CONTRACT FOR: _____
 (OWNER)

TO: _____
 (CONTRACTOR)

You are hereby requested to comply with the following changes from the contract plans and specifications:

DESCRIPTION OF CHANGE (Supplemental Plans/Specs Attached)	Decrease In Contract Price \$	Increase In Contract Price \$
TOTALS:	\$	\$
NET CHANGE IN CONTRACT PRICE:	\$	\$

JUSTIFICATION:

The original Contract Sum was: _____

Net change by previous Change Orders _____

The Contract Sum prior to this Change Order was: _____

The Contract Sum will be (increased/decreased/unchanged) by this Change Order: _____

The new Contract Sum including this Change Order will be: _____

The Contract Time will be (increased/decreased/unchanged) by _____ () Days

The Date of Completion as of the date of this Change Order therefore is: _____

 ARCHITECT/ENGINEER

 CONTRACTOR

 OWNER

 Address

 Address

 Address

By _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

LIST OF SUBCONTRACTORS

(Submit in a separate sealed envelope titled "List of Subcontractors", with the Bid Proposal. This will be construed as a bidding requirement.) The following Subcontractors will be employed to perform the designated categories of Work under this Contract.

CATEGORY OF Work*	FIRM NAME AND BUSINESS ADDRESS OF Subcontractors	RANGES**

ATTEST: _____
 Authorized Officer

DATE: _____

NAME OF FIRM

* Place title of subcontractor specialty
 ** Subcontractor's contract range: In the column marked "Range" enter the letter corresponding to subcontract amount.

- A = Less than \$2,000
- B = Equal to or greater than \$2,000 but less than \$10,000
- C = Equal to or greater than \$10,000 but less than \$25,000
- D = Equal to or greater than \$25,000 but less than \$100,000
- E = Equal to or greater than \$100,000

**CONTRACTOR'S AFFIDAVIT
SETTLEMENT OF CLAIMS**

DATE: _____

PROJECT NO: _____
NAME: _____

TO:

Gentlemen:

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

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

Signed at _____, this _____ day of _____, 20_____.

(CONTRACTOR)

BY: _____

STATE OF ARIZONA)
)§
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____



Maricopa County Small Business Enterprise Program Participation Reporting Form

This form is to be submitted with the final pay application or invoice. Any pay application or invoice without this form attached may be subject to rejection as not being a completed pay application or invoice pursuant to the terms of the contract.

Name of Prime Consultant/Contractor	Contract No.
Contact Person	Project No.
Street Address	\$ _____ Amount of this Pay Application/Invoice
City, State ZIP	

The purpose of the Small Business Enterprise (SBE) Program is to encourage and increase the participation of small business enterprises in procurement activity. Maricopa County's Small Business Enterprise Program facilitates opportunities in Maricopa County's procurement activities and promotes growth for small business enterprises with less than 100 employees or less than \$4 million in annual revenues within the last fiscal year. Complete below with information on the Small Business Enterprise (SBE) firms utilized as subconsultants/subcontractors for this pay application/invoice. If work was self-performed and your firm, as the prime, is an SBE firm, then you may list your firm as the SBE firm.

SBE Firm Name	SBE Firm Address	Type of Work Performed	\$ Pd to SBE
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

A mark in this box certifies that no SBE firms were utilized as the prime, subconsultant or subcontractor with respect to this pay application/invoice.

Date: _____

Signature

PROJECT NAME: Town of Guadalupe Specifications
 QUADRANT III – Pavement Replacement
 Project Number DG1804

CONSTRUCTION BID SCHEDULE

MAG Item No.	Item No.	Description	Unit	Quantity	Unit Price	Extended Price
100.010	1	Stormwater Pollution Prevention Plan	LS	1		
105.010	2	Construction Staking	LS	1		
105.020	3	Quality Control and Materials Testing	LS	1		
107.010	4	Traffic Barricade MAG, 130, Type 'A'	EA	1		
109.010	5	Mobilization	LS	1		
301.010	6	Subgrade Preparation	SY	14,515		
310.010	7	Aggregate Base Course	CY	1,609		
321.010	8	Asphalt Concrete Surface Course (C-3/4)	SY	14,515		

PROJECT NAME: Town of Guadalupe Specifications
 QUADRANT III – Pavement Replacement
 Project Number DG1804

CONSTRUCTION BID SCHEDULE

MAG Item No.	Item No.	Description	Unit	Quantity	Unit Price	Extended Price
336.010	9	Sawcut Asphalt Concrete Pavement	LF	195		
340.010	10	9" Vertical Curb & Gutter, MAG 220-1, Type 'A' (Modified)	LF	60		
350.010	11	Remove Asphalt Concrete Pavement and Base	SY	14,494		
350.020	12	Remove Survey Marker	EA	3		
350.030	13	Remove Concrete Sidewalk	SF	23		
350.040	14	Remove Concrete Roll Curb	LF	11		
401.010	14	Traffic Control	LS	1		
405.010	15	Survey Monument MAG Std Det 120-1, Type 'B'	EA	3		

Base Bid (The sum of the extended totals for all bid items)

Dollars and ____ Cents	\$
(Written Words)	(Figures)

THE BIDDER ACKNOWLEDGES THAT ESTIMATED QUANTITIES ARE NOT GUARANTEED AND ARE SOLELY FOR THE PURPOSE OF COMPARISON OF BIDS, AND FINAL PAYMENT FOR ALL UNIT PRICE ITEMS WILL BE BASED ON ACTUAL QUANTITIES PROVIDED, DETERMINED AS PROVIDED IN THE CONTRACT DOCUMENTS. BIDDERS ARE REQUIRED TO FILL IN ALL BLANK SPACES WITH AN ENTRY. BIDS SUBMITTED WITH BLANK SPACES MAY BE CONSIDERED "NON-RESPONSIVE."

THE BASE BID IS BASED UPON THE LUMP SUM PRICES, ALLOWANCES, UNIT PRICES AND ESTIMATED QUANTITIES. IF THERE IS AN ERROR IN THE BASE BID OR COMPUTED TOTALS BY THE BIDDER IT SHALL BE CHANGED AND THE UNIT PRICES AND LUMP SUM AMOUNTS SHALL GOVERN. THE WRITTEN WORD AMOUNTS TAKE PRECEDENCE OVER THE FIGURE AMOUNTS. THE BIDDER ACKNOWLEDGES AND AGREES THAT DETERMINATION OF THE LOWEST BIDDER SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF PARAGRAPH 14.05 OF THE INSTRUCTIONS TO BIDDERS. THE BASE BID DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

III. GENERAL CONTRACT CONDITIONS

A. DEFINITIONS

1. The "CONTRACT" is set forth in the Proposal Form and Contract Form and includes as part of the specifications the Invitation to Bidders, Instructions to Bidders, General Contract Conditions, Federal Provisions, Special Provisions, and Technical Provisions plus the contract drawings.
2. The "WORK" of the Contractor shall consist of furnishing all labor, materials, equipment, tools, contractor's equipment, supplies, transportation, superintendents' services, etc., necessary for the completion of the work shown, indicated or noted on drawings and/or on the specifications.
3. The word "OWNER" as used in these specifications, project drawings, or in the contract, refers to TOWN OF GUADALUPE, ARIZONA.
4. "CONTRACTOR" as used in these specifications or in the contract, means the person, firm, or corporation with whom TOWN OF GUADALUPE has entered into contract with to provide said services.
5. The authorized representative of the OWNER shall be the professional consulting firm of Dibble Engineering.

B. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

1. The drawings and specifications are complementary, and any WORK called for on the drawings and not

mentioned in the specifications or vice-versa, shall be performed as though fully set forth in both. In case of differences or conflicts between the specifications and drawings, the specifications will govern, figured dimensions shall take precedence over general drawings. Detail representations having the larger scale shall govern. The CONTRACTOR shall be responsible for certifying all grades, lines, levels and dimensions indicated on drawings and shall promptly report any inconsistencies before preparing shop drawings or before any WORK is fabricated or constructed.

2. In case of any discrepancy either in the drawings or in the specifications, the matter shall be promptly brought to the attention of the authorized representative, who shall promptly make a determination in writing. Any adjustment by the CONTRACTOR without prior approval by the authorized representative shall be at his own risk and expense. The CONTRACTOR shall check and coordinate the WORK sufficiently in advance to minimize any delays that may result from a need to implement corrective action for an error or omission in the contract documents.

C. PERMITS AND RESPONSIBILITIES

The CONTRACTOR shall, without additional expense to the OWNER, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State and Municipal Laws, codes and regulations in connection with the execution of the WORK. The plan review fee will be paid by the OWNER.

D. PROTECTION OF WORK, PEOPLE AND PROPERTY

1. The CONTRACTOR shall continuously maintain adequate protection of all WORK from damage and shall protect the OWNER's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the OWNER, or due to causes beyond the CONTRACTOR's control and not to his fault or negligence. He shall adequately protect adjacent property as provided by law and the Contract Documents.
2. The CONTRACTOR shall take all necessary precautions for the safety of employees on the WORK site, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and Engineering or Traffic codes to prevent accidents or injury to persons on, about or adjacent to the premises where the WORK is being performed.
3. The CONTRACTOR shall construct and maintain substantial fences and/or barricades around all open excavations and around walks and driveways during the time of construction. The CONTRACTOR shall also provide warning lights and take other safety precautions as required by ordinances and safety regulations or commonly accepted safety practices, or as required by the OWNER.
4. The CONTRACTOR shall notify the State Historic Preservation Officer and/or the State Archaeologist (Arizona State Museum) if cultural

resources are discovered during construction.

E. UTILITIES FOR CONSTRUCTION

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

F. SUPERVISION OF THE WORK

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

G. WORKMANSHIP

Where not more specifically described in any of the various Sections of these Specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion.

All WORK shall be executed by skilled journeymen, laborers or mechanics thoroughly trained in their respective lines of WORK. When completed, all parts shall have been durably and substantially built and shall present a neat, workmanlike appearance.

H. SHOP DRAWINGS AND EQUIPMENT BROCHURE

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

I. SITE INVESTIGATION AND REPRESENTATIONS

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

The OWNER assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the negotiation and execution of this contract, unless (1) such

understanding, or representations are expressly stated in the contract; and (2) the contract expressly provides that responsibility therefore is assumed by the OWNER.

J. CONTRACTOR'S RESPONSIBILITY

The CONTRACTOR assumes full responsibility for the safekeeping of all materials and equipment and for the protection of all unfinished WORK until final acceptance by the OWNER, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense. The CONTRACTOR must indemnify and save harmless the OWNER against any claims filed for non-payment of his bills in connection with the contract WORK.

The CONTRACTOR, at the completion of the project shall provide to the authorized representative of the OWNER an as-built set of construction drawing prints showing the correct location of all construction features accurately dimension; manufacturers' equipment operation manuals and instructions; and a complete listing of all fixtures and components installed by the general CONTRACTOR and his subcontractors which includes the manufacturer's name, parts number and specifications.

K. USE OF PREMISES

1. The CONTRACTOR shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the authorized representative and shall not unreasonably encumber the premises with his materials.

2. Any damages caused to lawns, shrubs, windows, buildings, etc., shall be immediately repaired or replaced at no expense to the OWNER. The CONTRACTOR shall be responsible for the proper care and protection of all his materials, equipment, etc. They may be stored on the premises but placing of same shall be subject to the approval of the authorized representative.

3. Access to site and designation of parking areas for CONTRACTOR vehicles shall be in accordance with directives of the authorized representative.

L. OTHER CONTRACTS

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

- M. CONTRACTOR'S INSURANCE The CONTRACTOR agrees to provide insurance as attached hereto and specified in the Contract.

N. WAGE RATES AND NONDISCRIMINATION OF LABOR

1. Definitions, Use and Application of Wage Determinations - The rates of pay for laborers and mechanics employed in construction projects assisted under Title I shall not be less than the wages prevailing in the locality in question, as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, regardless of any contractual relationship which may be alleged to exist between a CONTRACTOR or subcontractor and such laborers and mechanics. The term "wage determination" or "wage decision" includes the original wage decision and any subsequent decision which modifies, supersedes or otherwise

changes the provisions of the original decision.

Decisions, determinations or modifications included in these contract documents are for information but do not relieve the CONTRACTOR from compliance with decisions, determinations or modifications issued prior to bid opening. In all cases, CONTRACTOR agrees to comply with Federal Labor Standards Provisions, HUD 4010.

2. Equal Employment Opportunity - In connection with performance of the WORK under this contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin. The aforesaid provision shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The CONTRACTOR agrees to post hereafter in a conspicuous place, available for employees and applicants for employment, notices to be provided by the OWNER, setting forth the provisions of this nondiscrimination clause. To meet the requirements of E.O. 11246, as amended, dated May 8, 1978, the CONTRACTOR agrees to insert the above Equal Opportunity Clause in all subcontracts hereunder except suppliers of commercial supplies or raw materials and agrees to abide by HUD Affirmative Action and Equal Opportunity guidelines. In addition, the CONTRACTOR shall notify in writing each subcontractor or lower tier subcontractor prior to their beginning construction, their respective HUD Affirmative Action and Equal Employment Opportunity obligations.

O. SALES AND USE TAX

The CONTRACTOR agrees to comply with and to require all of his CONTRACTORS to comply with all provisions of the Arizona State Sales Tax Law and Compensation Use Tax Law and all amendments to same. The CONTRACTOR further agrees to indemnify and save harmless the Board of Supervisors of Maricopa County, Arizona, of and from any and all claims and demand made against it by virtue of the failure of the CONTRACTOR or any subcontractor to comply with the provisions of any or all said laws and amendments.

P. CHANGES IN WORK

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

Q. OWNER'S RIGHT TO CARRY OUT THE WORK

If the CONTRACTOR defaults or neglects to carry out the WORK in

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

R. TIME FOR COMPLETION AND LIQUIDATION DAMAGES

1. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning, rate of progress, and the time for completion of the WORK to be done hereunder, are **Essential Conditions** of this Contract, and it is further mutually understood and agreed that the WORK embraced in this Contract shall be commenced on the date of "**Notice to Proceed.**" The CONTRACTOR agrees that said WORK shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time stated in the Proposal. He also shall consider that the OWNER needs the complete use of the facilities as quickly as possible.
2. In the event that the CONTRACTOR shall neglect, fail or refuse to complete the WORK within the time specified, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this contract, to pay to the OWNER Four Hundred Dollars and No Cents (\$400.00) per day, not as a penalty, but as liquidated damages for such breach of contract hereinafter set forth for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract for completing the WORK. The said amount is fixed and agreed upon by

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

S. REMOVAL OF RUBBISH AND FINAL CLEAN-UP

The CONTRACTOR shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by his employees or WORK. Upon completion of the WORK under his contract, the CONTRACTOR shall remove all temporary structures, superfluous and waste materials of whatever kind both within the street and around the site generally. The CONTRACTOR shall leave pavement, curb and gutter in a "broom clean" condition and shall be responsible for the removal of all stains, paint spots, and accumulated debris, dirt or dust caused by both his operation and those of his subcontractors.

T. GUARANTEE-WARRANTY

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

twelve (12) months from the date of such repair or replacement.

U. FINAL INSPECTION, ACCEPTANCE AND PAYMENT

1. The CONTRACTOR shall call for a final inspection of the WORK only after he has determined that all items or WORK have been completed in accordance with the contract plans and specifications.
2. When the project WORK is deemed substantially complete and suitable for occupancy and/or use by the OWNER, a Certificate of Substantial Completion will be issued establishing the warranty period start date.
3. Applications for final payment will not be accepted and processed until the OWNER's authorized representative is satisfied that the WORK is fittingly completed, including any "punch list" items; and that all manuals, documents guarantees and "as built" drawings have been received.
4. The CONTRACTOR, when applying for partial payment of the Contract amount, shall submit a spreadsheet of the Bid Schedule items and clearly indicate the percentage completion of each item, all in substantiation to the total payment for which application is being made.

In making partial or progress payments, there shall be a portion of the partial or progress payments retained by the OWNER in compliance with Senate Bill 1452 amending Title 32, Chapter 10, Article 2, of the Arizona Revised Statutes.

V. BID PROTEST

If a bid protest is submitted and is in compliance with **Article 9** procedures of the **Maricopa**

County Procurement Code, a Procurement Officer may be required to write the protest response letter. The structure of a protest response letter should contain four key elements:

1. Introduction tells the reader the purpose of the letter. It should also state what the public entity's decision is in response to the protest.
2. Background provides context for the rest of the letter. It provides relevant information directly related to the specific protest issues. At a minimum, this section should provide historical background information of the solicitation process, the dates, and the impacted participants.
3. Issues identify the concerns and disputes of the protester. This is the most critical section as it contains the issues of the protest, relevant findings of fact and the position arguments. This section ensures that the protester's concerns are understood. Be sure to conduct a review of the entire solicitation process, applicable laws and regulations, and relevant documents. The issues section should be structured to allow the reader to easily identify the issues and the writer's response to each issue. The purpose here is to demonstrate, without a doubt, how the low bidder did or did not comply with the requirements of the solicitation. The writer should also provide a discussion as to whether the issue is a minor informality and if corrected would not change the standing of the bidders or would have a minor effect on the performance.
4. Conclusion restates your determination that was reached

after considering all the evidence. The writer should provide final analysis by restating the determination to uphold or deny the protest and provide the general basis for the decision. This section may also contain a procedure to appeal the decision (if allowed), points of contact, and any further instructions for the protester. Maintain a positive tone by thanking the protester for their participation in the bid process and encourage them to participate in future solicitations.

IV. FEDERAL PROVISIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS

A. GENERAL CONDITIONS

1. Equal Employment Opportunity
2. Clean Air Act of 1970 and Federal Water Pollution Control Act:
3. Employment Opportunities for Businesses and Lower Income Persons:
4. Handicap Accessibility:
5. Political Activities
6. Lead Based Paint
7. Minority And Women Business Enterprise:
8. DUNS Number
9. Debarment
10. Paid Sick Leave

1. Equal Employment Opportunity:

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

- a. The CONTRACTOR will not discriminate against any employee or applicant because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, handicap, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, handicap, color, or national origin.
- c. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 22356 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of May 8, 1978 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The CONTRACTOR agrees that the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, Maricopa County Human Services or any of their duly authorized representative, may have access to

- any accounting records, books, documents, papers or records of the CONTRACTOR which are directly pertinent to this contract for the purpose of audit, examination, excerpts, and transcripts for a period of six (6) years from the date of acceptance of certificate of completion. (In the event litigation, a claim or audit is begun before the expiration date of the five year period, said records shall be retained until all such actions or audit findings involving the records have been resolved.)
- f. In the event of the CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of May 8, 1978, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of May 8, 1978, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The CONTRACTOR will include the provisions of paragraphs (1.a.) through (1.g.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 22346 of September 24, 1965, so that such provisions will be binding upon each SUBCONTRACTOR or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a SUBCONTRACTOR or vendor as a result of such direction by the U.S. Department of Housing and Urban Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
2. Clean Air Act of 1970 and Federal Water Pollution Control Act:
- The CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857, etc. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.) as amended on contracts in excess of \$100,000. Violations shall be reported to the Department of Housing and Urban Development and the Regional Office of the Environmental Protection Agency.
3. Employment Opportunities for Businesses and Lower Income Persons:
- 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.
- 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.

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.

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.

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.

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.

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).

4. Handicap Accessibility: Compliance with specifications meeting "American Standard Specifications for Making Buildings and Facilities Accessible, and Usable by the Physically Handicapped" (41 CFR 101-19.603).
5. Political Activities: Compliance with the Hatch Act. The CONTRACTOR/SUBCONTRACTOR shall not be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.
6. Lead Based Paint: Compliance with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., 4831 et. seq.). The CONTRACTOR and all SUBCONTRACTORS shall not use lead-based paint in any rehabilitation or

construction, as indicated in the code of Federal Regulations, Title 24, Part 510, 511, 570, and 590.

7. Minority And Women Business Enterprise:

All contracts/specifications (including contracts between Contractor and subcontractor) should contain the following paragraph:

Contractors/subcontractors should take all reasonable steps and make a "good faith effort" to ensure that Minority and Women Business Enterprises have the maximum opportunity to compete for and perform a contract, if they are eligible and qualified to bid and complete the work.

It is an OWNER policy that Minority and Women Business Enterprises shall have the opportunity to participate and contract on all projects, and particularly Federally funded projects. (This is in accordance with referencing regulations OMB Circular A102, Attachment 0 and Executive Order(s) 11625 and 12138). Information on known minority and women businesses is available free upon request.

A separate record must be kept on the Minority and Women Business used as subcontractors for: a) their total dollars for the project: and b) ethnic/race status.

8. DUNS Number – It is the responsibility of the contractor and all subcontractors paid through this contract to obtain a DUNS Number, a unique nine-digit identification number provided by Dun & Bradstreet, (D&B). . To obtain a DUNS number or confirm your current status with D&B, contact the D&B Government Customer Response Center (GCRC) using the toll-free number, 866-705-5711, or the online webform process at <http://fedgov.dnb.com/webform>.

Additional information on DUNS numbers is available at:
www.hud.gov/offices/adm/grants/dunsnbrguide.doc.

9. Debarment- Federal CDBG and HOME funds cannot reimburse the owner if the contractor or subcontractors have exclusions on the System for Award Management, or SAM, www.sam.gov (formerly EPLS). The purpose of SAM is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits. The SAM is used to keep agencies abreast of administrative, as well as, statutory exclusions taken throughout the Federal Government. Actions may be taken under the Federal Acquisition Regulation (FAR) or supplements thereto, under specific agency regulations or under the Government-wide Nonprocurement Suspension and Debarment Common Rule [[68 FR 66533](#)] or other specific statutory authority. Debarred contractors and subcontractors are not eligible to work on this project.

10. Paid Sick Leave-

(a) *Executive Order 13706*. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

(b) *Paid Sick Leave.*

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

(c) *Withholding.* The contracting officer 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 prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

(d) *Contract Suspension/Contract Termination/Contractor Debarment.* In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal

ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) *Recordkeeping.*

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)

- (i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground

that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

- (ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)

- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) *Certification of Eligibility.*

(1) By entering into this contract, the contractor (and officials thereof) 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 the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

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

(j) *Interference/Discrimination.*

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

- (i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or
- (iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) *Waiver.* Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

(l) *Notice.* The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) *Disputes concerning labor standards.* Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

B. DAVIS BACON REQUIREMENTS AND INSTRUCTIONS

This section includes the following:

- Federal Labor Standards Provisions: basic legal requirements for Davis Bacon and related federal laws.
- Current Wage Decision: contains minimum salary and fringe amounts for workers on this project.
- Instructions for Statement of Compliance and sample payroll deductions form.

Note to Contractors:

All contractors and subcontractors are required to submit weekly payroll forms. Form WH-347 or an acceptable alternative shall be submitted to the OWNER representative **WEEKLY**, within seven days of the previous ending work week.

Refer to [A Contractors Guide for Prevailing Wage Requirements for Federally Assisted Construction Projects](#) for additional information on the Davis Bacon requirements for contractors, including a sample WH-347 payroll form. Go to www.hud.gov and search for “A Contractors Guide” to access the most recent version of this Guide.

SIGNS AND POSTING:

Signs shall be posted on the job site, at contractor’s cost, in compliance with local requirements. Depending on the project, changes to the sign may be made during the preconstruction meeting.

At a minimum the following must be posted in an accessible location near the employee entrance to the jobsite and must be replaced if lost or unreadable anytime during construction:

Davis Bacon Poster (Government Construction):

<https://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>

Worker Rights Under Executive Order 13706:

<https://www.dol.gov/whd/regs/compliance/wh1090.pdf>

A copy of the current wage decision for this project (included in this section)

In lieu of lengthy Davis-Bacon regulations and/or revisions being attached to the specifications, they are incorporated by reference for this federal project. Any questions or information required should be directed to the OWNER representative for bidding purposes. A detailed packet and pre-construction meeting will be provided to the lowest qualified bidder (and subcontractors) awarded this project.

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 Part 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 Part 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 therefore only when the following criteria have been met

(1) The work to be performed by the classification

requested is not performed by a classification in the wage determination; and

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and 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 Part 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 part to the contract, but if the agency is not such a party, the 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 the prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR Part 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR Part 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 Part 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 sub-contracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the

wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

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

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

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

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

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

Insert current Wage Determination(s) here. (Contact MCCD for current Wage Determination)

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amended Davis-Bacon Act that includes fringe benefits provisions. Under the amended law, the CONTRACTOR is required to pay fringe benefits as determined by the Department of Labor (DOL), in addition to payment of the minimum rates. The CONTRACTOR's obligation to pay fringe benefits may be met by payment of the fringes to various plan, funds, or programs or by making payments to the employees as cash in lieu of fringes.

The CONTRACTOR should show on the face of his payroll, all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The CONTRACTOR shall represent in the statement of compliance any payments made to outside providers for fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

CONTRACTORS who pay all required fringe benefits:

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

CONTRACTORS who pay no fringe benefits:

A CONTRACTOR who pays no fringe benefits shall pay to the employee and include in the straight time hourly rate column of his payroll an amount not less than predetermined rate for each classification plus the amount of fringe benefits determined for each classification. When overtime payments are made, the rate shall be not less than one and a half times the basic or regular rate plus the required cash in lieu of fringes at the straight time basic rate. In addition, the CONTRACTOR shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in section 4(c).

Use of Section 4(c) Exceptions:

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

VERIFICATION OF BONA-FIDE SELF-EMPLOYED SUBCONTRACTOR:

Prime CONTRACTOR should be prepared to provide one or more of the following regarding a SUBCONTRACTOR

1. Registered trade name and telephone listing under that name.
2. License.
3. Liability insurance or a SUBCONTRACTOR's bond.

C. Forms

Form 1, The Bidder's Information Form: Required to be submitted with each bid.

All other forms in this section: To be completed by the apparent low bidder and submitted by the deadline indicated on the form. If there is no deadline on the form, it should be submitted within 5 days of notification of bid results.

Form	Description
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1. Bidders Information Form, including DUNS Number
2. Certification on Drug Free Workplace
3. Certification of Equal Employment Opportunity
4. Affirmative Action Plan Statement
5. Section 3 clause
6. Section 3 Business Self-Certification
7. Assurance of Subcontractors and Minority/Women Business participation
8. Minority/Women Business Enterprises: Certification and List of Subcontractors
9. Employment Needs
10. Certificate of Understanding and Authorization- Labor Standards and Davis Bacon
11. Authorization For Deductions: Request for certification of applicable fringe benefit payments for Davis Bacon payrolls
12. Immigration Law and Regulations Certification

_____ PROJECT, _____ (City/Town) ARIZONA

Bidders Information Form

NOTICE TO CONTRACTORS

THIS IS A FEDERALLY FUNDED PROJECT

The following information regarding the prime contractor is required to be submitted
WITH YOUR BID

Company Name Phone: _____

Address City ST Zip _____

Federal ID # or SS # _____

Type and License # _____

DUNS Number _____

Owner Name (please print) Date: _____

Signature

PUBLIC LAW 100-690, SECTION 5152

DRUG-FREE WORKPLACE ACT OF 1988

The OWNER has adopted a policy and certified to all Federal Agencies that have granted federal funds to the OWNER that OWNER will provide a drug-free workplace for our employees and that Contractors providing property or services to OWNER with a value of \$25,000 or more under a federally funded contract must also provide a drug-free workplace for their employees.

**DRUG-FREE WORKPLACE REQUIREMENTS FOR CONTRACTORS ON
FEDERALLY FUNDED CONTRACTS****(A) DRUG-FREE WORKPLACE REQUIREMENT.**

(1) REQUIREMENT FOR PERSONS OTHER THAN INDIVIDUALS. -- No person, other than an individual, shall be considered a responsible source, under the meaning of such term as defined in the section 4(8) of the Office of Federal Procurement Policy Act [41 U.S.C. 403(8)], for the purposes of being awarded a contract for the procurement of any property or services of a value of \$25,000 or more from any Federal agency unless such person has certified to the contracting agency that it will provide a drug-free workplace by -

(a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the persons workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) establishing a drug-free awareness program to inform employees about

(i) the dangers of drug abuse in the workplace;

(ii) the person's policy of maintaining a drug-free workplace;

(iii) any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violation;

(c) making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (A);

(d) notifying employees in the statement required by subparagraph (A), that as a condition of employment on such contract, the employee will-

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(e) notifying the contracting agency within ten (10) days after receiving notice under subparagraph (D)(ii) from an employee or otherwise receiving actual notice of such conviction;

(f) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5154; and

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (A), (B), (C), (D), (E), and (F).

(2) **REQUIREMENT FOR INDIVIDUALS.** No Federal agency shall enter into a contract with an individual unless such contract includes a certification by the individual that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

(B) SUSPENSION, TERMINATION, OR DEBARMENT OF THE CONTRACTOR.

(1) **GROUND FOR SUSPENSION, TERMINATION, OR DEBARMENT.** -- Each federally -funded contract shall be subject to suspension of payments under the contract or termination of the contract, or both, and the contractor thereunder or the individual who entered the contract, as applicable, shall be subject to suspension or debarment in accordance with the requirements of this section if the head of the contracting agency determines that -

(a) the contractor or individual has made a false certification under subsection (a);

(b) the contractor violates such certification by failing to carry out the requirements of subparagraph (A), (B), (C), (D), (E), or (F) of subsection (a)(1); or

(c) such a number of employees of such contractor have been convicted of violations occurring in the workplace as to indicate that the contractor has failed to make a good faith effort to provide a drug-free workplace as required by subsection (a).

(2) CONDUCT OF SUSPENSION, TERMINATION, AND DEBARMENT PROCEEDINGS. -

(a) If a contracting officer determines, in writing, that cause for suspension of payments, termination, or suspension or debarment exists, an appropriate action shall be initiated by a contracting officer of the agency, to be conducted by the agency concerned in accordance with the Federal Acquisition Regulation and applicable agency procedures.

(b) The Federal Acquisition Regulation shall be revised to include rules for conducting suspension and debarment proceedings under this subsection, including rules providing notice, opportunity to respond in writing or in person, and such other procedures as may be necessary to provide a full and fair proceeding to a contractor or individual in such proceeding.

(3) EFFECT OF DEBARMENT. -- Upon issuance of any final decision under this subsection requiring debarment of a contractor or individual, such contractor or individual shall be ineligible for award of any contract by any Federal agency, and for participation in any future procurement by any Federal agency, for a period specified in the decision, not to exceed (5) years.

BY SUBMISSION OF ITS BID OR PROPOSAL, THE UNDERSIGNED CONTRACTOR _____, ACKNOWLEDGES RECEIPT OF THIS PUBLIC LAW INFORMATION AND CERTIFIES IT WILL COMPLY WITH THE DRUG-FREE WORKPLACE REQUIREMENTS DESCRIBED ABOVE. THE UNDERSIGNED CONTRACTOR HEREBY AGREES THAT THIS CERTIFICATION SHALL BECOME, WITHOUT ANY FUTURE ACTION OF THE PARTIES, A BINDING AND ENFORCEABLE PROVISION OF ANY CONTRACT RELATING TO THE ACTIVITY OR PROJECT DESCRIBED IN THESE SPECIFICATIONS UPON AWARD OF A CONTRACT TO CONTRACTOR.

CONTRACTOR/SUBCONTRACTOR

ADDRESS

AUTHORIZED SIGNATURE

FEDERAL ID NO.

DATE

Equal Employment Opportunity Certification

Form 3

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

(a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt: During the performance of this contract, the contractor agrees as follows:

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

(2)The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6,

1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoke s provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

Name of Contractor/Subcontractor

Signature

Date

Title

AFFIRMATIVE ACTION PLAN

(In the event a prospective contractor and/or subcontractor does not have such an Affirmative Action Plan for employment practices, the following is for your information and may be used as an alternative. Such a plan is necessary to meet Federal requirements for CDBG funded projects).

The _____
(Individual or Company Responsible)

undertakes a program of Affirmative Action, to which good faith efforts will be directed to:

1. Determine the extent to which minorities and women are utilized.
2. Identify and eliminate employment practices, which have an adverse impact on minorities, women and others protected by applicable law.
3. Develop recruitment efforts and measures to ensure that qualified minorities, women, and handicapped persons are included to help reduce underutilization.
4. Establish organizational structures and monitoring systems which will assure effective operation of the affirmative action program.

(Signature of Responsible Party)

(Address)

(Date)

NOTE: The bidder's execution of the signature portion of this proposal shall also constitute execution of this assurance.

CERTIFICATION OF 24 CFR part 135 Section 3 Clause

1. 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 activities 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.

2. 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.

3. The contractor agrees to

a. 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.

b. 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.

4. 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.

5. The contractor will certify that any vacant employment positions, including training positions, that are filled

a. after the contractor is selected but before the contract is executed, and

b. 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.

6. 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.

7. 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).

Low Bidder: Company Name

Title (please print)

Date

Signature

Name (please print)



CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3

Company Name:
 Address:
 Phone:
 E-Mail Address:
 Business ROC License Type(s):

SECTION 3 DETERMINATION:

If the answer to any of the questions below is YES, the business qualifies as a Section 3 Business Concern. Please provide the required documentation as needed to the Project Manager.

1. Is the business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of Area Median Income? *(Please see Income Limits below)*

Yes No

If yes, the business is considered a 'Section 3 Resident-Owned Enterprise'. One form of documentation is needed for each of the business owners:

Federal Income Tax Returns Evidence of Public Assistance

2. Do 30% (or more) of your full time, permanent employees have household incomes that are NO GREATER THAN 80% of Area Median Income? *(Please see Income Limits below)*

Yes No

If yes, the business is considered a Section 3 Business Concern. Please provide the following:

List of all current Full Time employees
 Self-Certification Income Forms for all employees earning less than 80% of median income

2018 Income Limits - Maricopa County, Arizona

2018 Income Limits	1 Person	2 Person Household	3 Person Household	4 Person Household	5 Person Household	6 Person Household	7 Person Household	8 Person Household
80% of Median	38,750	44,250	49,800	55,300	59,750	64,150	68,600	73,000

MINORITY AND WOMEN BUSINESS ENTERPRISES - JOB REPORT
 Project No. _____

List

- All subcontractors to be paid through this project with Federal ID # and DUNS #.
- Any known minority or women owned businesses that will be working on this project (Hispanic, African-American, Women, etc.)

Is the prime contractor a Minority or Women Owned Business? _____

If yes, what category? _____

<u>Subcontractor Name</u>	<u>Address: Street, City, ST, Zip</u>	<u>Federal ID#</u>	<u>DUNS #</u>	<u>Minority / Women Owned (if yes, indicate category)</u>	<u>Subcontract Amount</u>

Attach additional copies of this page as needed.

 Signature of Prime Contractor

 Date

 Printed Name

 Prime Contractor's Federal

ID#

THIS INFORMATION IS DUE WITH CERTIFICATE OF UNDERSTANDING

BEFORE NOTICE TO PROCEED

This form is to be completed by the apparent low bidder and should include all hiring opportunities, including through subcontractors.

Form 9

SECTION 3 STATEMENT OF WORKFORCE NEEDS

Contractor and Subcontractor Information:

Project Name: _____

Company Name: _____

Address: _____

Phone: _____ E-Mail _____

Majority Owner Name: _____

TYPE OF BUSINESS: Corporation Partnership Sole Proprietorship

Estimated Project Workforce Breakdown For This Project

Job Category	Total Estimated Positions Needed	# of positions occupied by permanent employees	# of positions not occupied	# of positions to be filled with Section 3 Residents
Professionals				
Technicians				
Office/Clerical				
Officials/Managers				
Sales				
Craft Workers (skilled)				
Equipment Operators (semi-skilled)				
Laborers (unskilled)				
Service Workers				
Other Construction Trades				
TOTALS				

By signing below, I am certifying that the above information is an accurate estimate of workforce needs for this project.

Owner Signature: _____

Date: _____

Note: Additional information on each hiring opportunity will be required including:

- _____ where and how to apply, and the application deadline for each position, and
- _____ a follow up report summarizing any Section 3 persons hired.

_____ PROJECT

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION
LABOR STANDARDS AND DAVIS BACON

To be completed by each contractor and subcontractor working on the project and submitted to the Owner's representative at least 5 days before the proposed Start of Construction.

PROJECT NAME: _____

PROJECT NUMBER: _____

This is to certify that the principals, and the authorized payroll officer below, have read and understand the Minutes of the Preconstruction Conference and the labor standards clauses and Davis Bacon requirements pertaining to the subject project.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of compliance which will accompany our weekly certified payroll reports for this project:

Payroll Officer (Name): _____

Payroll Officer (Signature): _____

IRS Employer Identification Number: _____

Contractor/Subcontractor: _____

By (Signature): _____

Title: _____ Date: _____

AUTHORIZATION FOR DEDUCTIONS

To be completed by each contractor and subcontractor working on the project and submitted to the Owner's representative at least 5 days before the proposed Start of Construction.

The undersigned authorize deductions, as noted, to be made from their wages. It is understood that these deductions are:

- a) in the interest of the employee,
- b) not a condition of employment,
- c) no direct or indirect financial benefit accruing to the employer,
- d) not otherwise forbidden by law.

<u>EMPLOYEES NAME</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
_____ Print Name	_____	_____	_____
_____ Signature	_____	_____	_____
_____ Print Name	_____	_____	_____
_____ Signature	_____	_____	_____
_____ Print Name	_____	_____	_____
_____ Signature	_____	_____	_____
_____ Print Name	_____	_____	_____
_____ Signature	_____	_____	_____
_____ Print Name	_____	_____	_____
_____ Signature	_____	_____	_____

Signature of Authorized Representative of Employer _____

Authorized Representative's Name and Title _____

DATE _____

IMMIGRATION LAW AND REGULATIONS CERTIFICATION

The President's Executive Order 13465 of June 6, 2008 and Arizona Revised Statutes (A.R.S.) Section 41-4401, require Maricopa County to ensure that each government entity, contractor and subcontractor it conducts business with complies with federal immigration laws and regulations that relate to their employees and A.R.S. Section 23-214, Subsection A. All governmental entities, vendors, contractors and subcontractors **MUST** certify use of the *E-Verify* system established by the Department of Homeland Security.

All contractors and subcontractors must certify compliance with items 1 and 2 below.

1. The government entity, organization or company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States Immigration laws. The government entity, organization or company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the County if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the government entity, organization or company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the Maricopa County.

I certify that the government entity, organization or company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Organization
Name: _____

Date: _____ Telephone Number: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

General Decision Number: AZ180008 09/21/2018

AZ

8 Superseded General Decision Number: AZ20170008 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 \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually.

Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are

subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date 0
	01/05/2018
1	05/11/2018
2	07/20/2018
3	09/21/2018

CARP0408-005 07/01/2018

	Rates	Fringes
CARPENTER (Including Cement Form Work).....\$ 26.88		12.44
-----	ENGI0428-001 06/01/2017	

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....\$ 24.09		10.52
Group 2.....\$ 27.36		10.52
Group 3.....\$ 28.44		10.52

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.

* IRON0075-004 08/01/2018

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar.....	\$ 26.90	18.95
Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson		Zone 2: 050 to 100 miles - Add \$4.00
Zone 3: 100 to 150 miles - Add \$5.00		Zone 4: 150 miles & over - Add \$6.50

----- LABO0383-002 06/01/2017

	Rates	Fringes
Laborers:		
Group 1.....	\$ 17.93	5.01
Group 2.....	\$ 18.83	5.01
Group 3.....	\$ 19.53	5.01
Group 4.....	\$ 20.47	5.01
Group 5.....	\$ 21.33	5.01

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.

----- PAIN0086-001 04/01/2017

	Rates	Fringes
PAINTER		
PAINTER (Yavapai County only), SAND BLASTER/WATER		
BLASTER (all Counties).....	\$ 19.58	6.40

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

----- SUAZ2009-001 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
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	
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

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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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

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

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

CONTRACTORS who pay all required fringe benefits:

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

CONTRACTORS who pay no fringe benefits:

A CONTRACTOR who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than predetermined rate for each classification plus the amount of fringe benefits determined for each classification. In as much as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time basic rate. In addition, the CONTRACTOR shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in section 4(c).

Use of Section 4(c) Exceptions:

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

VERIFICATION OF BONA-FIDE SELF-EMPLOYED SUBCONTRACTOR:

Prime CONTRACTOR should be prepared to provide one or more of the following regarding a SUBCONTRACTOR

1. Registered trade name and telephone listing under that name.
2. License.
3. Liability insurance or a SUBCONTRACTOR's bond.

C. Forms

Form 1, The Bidder's Information Form: Required to be submitted with each bid.

All other forms in this section: To be completed by the apparent low bidder and submitted by the deadline indicated on the form. If there is no deadline on the form, it should be submitted within 5 days of notification of bid results.

Form	Description
------	-------------

	13. Bidders Information Form, including DUNS Number
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	14. Certification on Drug Free Workplace
--	--

	15. Certification of Equal Employment Opportunity
--	---

	16. Affirmative Action Plan Statement
--	---------------------------------------

	17. Section 3 clause
--	----------------------

	18. Section 3 Business Self-Certification
--	---

	19. Assurance of Subcontractors and Minority/Women Business participation
--	---

	20. List of Subcontractors + Certification of Minority/Women Business Enterprises
--	---

	21. Employment Needs
--	----------------------

	22. Certificate of Understanding and Authorization- Labor Standards and Davis Bacon
--	---

	23. Authorization For Deductions: Request for certification of applicable fringe benefit payments for Davis Bacon payrolls
--	--

	24. Immigration Law and Regulations Certification
--	---

_____ PROJECT, _____ (City/Town) ARIZONA

Bidders Information Form

NOTICE TO CONTRACTORS

THIS IS A FEDERALLY FUNDED PROJECT

The following information regarding the prime contractor is required to be submitted WITH YOUR BID

_____ Company Name _____ Phone: _____

_____ Address _____ City ST Zip _____

Federal ID # or SS # _____

Type and License # _____

DUNS Number _____

_____ Owner Name (please print) _____ Date: _____

_____ Signature _____

PUBLIC LAW 100-690, SECTION 5152

DRUG-FREE WORKPLACE ACT OF 1988

The OWNER has adopted a policy and certified to all Federal Agencies that have granted federal funds to the OWNER that OWNER will provide a drug-free workplace for our employees and that Contractors providing property or services to OWNER with a value of \$25,000 or more under a federally funded contract must also provide a drug-free workplace for their employees.

DRUG-FREE WORKPLACE REQUIREMENTS FOR CONTRACTORS ON FEDERALLY FUNDED CONTRACTS**(A) DRUG-FREE WORKPLACE REQUIREMENT.**

(1) REQUIREMENT FOR PERSONS OTHER THAN INDIVIDUALS. -- No person, other than an individual, shall be considered a responsible source, under the meaning of such term as defined in the section 4(8) of the Office of Federal Procurement Policy Act [41 U.S.C. 403(8)], for the purposes of being awarded a contract for the procurement of any property or services of a value of \$25,000 or more from any Federal agency unless such person has certified to the contracting agency that it will provide a drug-free workplace by -

- (a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the persons workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (b) establishing a drug-free awareness program to inform employees about
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's policy of maintaining a drug-free workplace;
 - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) the penalties that may be imposed upon employees for drug abuse violation;
- (c) making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (A);

(d) notifying employees in the statement required by subparagraph (A), that as a condition of employment on such contract, the employee will-

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(e) notifying the contracting agency within ten (10) days after receiving notice under subparagraph (D)(ii) from an employee or otherwise receiving actual notice of such conviction;

(f) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5154; and

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (A), (B), (C), (D), (E), and (F).

(2) REQUIREMENT FOR INDIVIDUALS. No Federal agency shall enter into a contract with an individual unless such contract includes a certification by the individual that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

(B) SUSPENSION, TERMINATION, OR DEBARMENT OF THE CONTRACTOR.

(1) GROUNDS FOR SUSPENSION, TERMINATION, OR DEBARMENT. -- Each federally -funded contract shall be subject to suspension of payments under the contract or termination of the contract, or both, and the contractor thereunder or the individual who entered the contract, as applicable, shall be subject to suspension or debarment in accordance with the requirements of this section if the head of the contracting agency determines that -

(a) the contractor or individual has made a false certification under subsection (a);

(b) the contractor violates such certification by failing to carry out the requirements of subparagraph (A), (B), (C), (D), (E), or (F) of subsection (a)(1); or

(c) such a number of employees of such contractor have been convicted of violations occurring in the workplace as to indicate that the contractor has failed to make a good faith effort to provide a drug-free workplace as required by subsection (a).

(2) CONDUCT OF SUSPENSION, TERMINATION, AND DEBARMENT PROCEEDINGS. -

(a) If a contracting officer determines, in writing, that cause for suspension of payments, termination, or suspension or debarment exists, an appropriate action shall be initiated by a contracting officer of the agency, to be conducted by the agency concerned in accordance with the Federal Acquisition Regulation and applicable agency procedures.

(b) The Federal Acquisition Regulation shall be revised to include rules for conducting suspension and debarment proceedings under this subsection, including rules providing notice, opportunity to respond in writing or in person, and such other procedures as may be necessary to provide a full and fair proceeding to a contractor or individual in such proceeding.

(3) EFFECT OF DEBARMENT. -- Upon issuance of any final decision under this subsection requiring debarment of a contractor or individual, such contractor or individual shall be ineligible for award of any contract by any Federal agency, and for participation in any future procurement by any Federal agency, for a period specified in the decision, not to exceed (5) years.

BY SUBMISSION OF ITS BID OR PROPOSAL, THE UNDERSIGNED CONTRACTOR _____, ACKNOWLEDGES RECEIPT OF THIS PUBLIC LAW INFORMATION AND CERTIFIES IT WILL COMPLY WITH THE DRUG-FREE WORKPLACE REQUIREMENTS DESCRIBED ABOVE. THE UNDERSIGNED CONTRACTOR HEREBY AGREES THAT THIS CERTIFICATION SHALL BECOME, WITHOUT ANY FUTURE ACTION OF THE PARTIES, A BINDING AND ENFORCEABLE PROVISION OF ANY CONTRACT RELATING TO THE ACTIVITY OR PROJECT DESCRIBED IN THESE SPECIFICATIONS UPON AWARD OF A CONTRACT TO CONTRACTOR.

CONTRACTOR/SUBCONTRACTOR

ADDRESS

AUTHORIZED SIGNATURE

FEDERAL ID NO.

DATE

Equal Employment Opportunity Certification

Form 3

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

(a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt: During the performance of this contract, the contractor agrees as follows:

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

(2)The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6,

1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoke s provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

Name of Contractor/Subcontractor

Signature

Date

Title

AFFIRMATIVE ACTION PLAN

(In the event a prospective contractor and/or subcontractor does not have such an Affirmative Action Plan for employment practices, the following is for your information and may be used as an alternative. Such a plan is necessary to meet Federal requirements on any Federally assisted project).

The _____
(Individual or Company Responsible)

undertakes a program of Affirmative Action, to which good faith efforts will be directed to:

1. Determine the extent to which minorities and women are utilized.
2. Identify and eliminate employment practices, which have an adverse impact on minorities, women and others protected by applicable law.
3. Develop recruitment efforts and measures to ensure that qualified minorities, women, and handicapped persons are included to help reduce underutilization.
4. Establish organizational structures and monitoring systems which will assure effective operation of the affirmative action program.

(Signature of Responsible Party)

(Address)

(Date)

NOTE: The bidder's execution of the signature portion of this proposal shall also constitute execution of this assurance.

CERTIFICATION OF 24 CFR part 135 Section 3 Clause

1. 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 activities 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.

2. 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.

3. The contractor agrees to

a. 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.

b. 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.

4. 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.

5. The contractor will certify that any vacant employment positions, including training positions, that are filled

a. after the contractor is selected but before the contract is executed, and

b. 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.

6. 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.

7. 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).

Low Bidder: Company Name

Title (please print)

Date

Signature

Name (please print)

SECTION 3 BUSINESS SELF-CERTIFICATION

Form 6

Name of Project _____

A. Basis for Self-Certification for a business

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 Maricopa County to business concerns that meet the qualifications indicated in 1) or 2) above.

B. Section 3 Resident:

- A public housing resident (regardless of income); or
- An individual living in a metropolitan area or non-metropolitan county and who is:
 - A low income person (single person or family) whose income does not exceed 80% of the area median income; or
 - A very low income person (single person or family) whose income does not exceed 50% of the median income for the area.

C. Certifications

I, the undersigned, hereby certify that:

- 1) I have the legal authority to make this certification 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 Maricopa County or the subrecipient during normal business hours upon request. The documentation must be verified;
- 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 the business identified above and myself are liable to civil and criminal penalties for the willful falsification of any of the information provided in this document.

Printed name

Title

Signature

Date

BIDDER'S ASSURANCE OF COMPLIANCE WITH TITLE 49 PART 23 RELATING TO MINORITY BUSINESS ENTERPRISE PARICIPATION

LIST OF SUBCONTRACTORS AND SUPPLIES

Prime Contractor: _____ Date: _____

Authorized Office: _____ Project No. _____
(Signature)

In an effort to achieve greater utilization of minority and women-owned firms in overall OWNER contracting, the OWNER certifies to the Department of Housing and Urban Development (HUD) that a good faith effort is made to follow the requirements in the employment of the minority and women-owned enterprises. In compliance with Federal Regulation's and to assure a good faith effort has been extended, the OWNER requires that all successful bidders complete this information below. Submit this information with other necessary federal information and forms to the Compliance Officer before your executed contract documents. This document is an integral part of your good faith effort and compliance when working on a federal project.

The above signer certifies that bids were solicited from the following subcontractors and suppliers to perform the designated categories of work under this contract. Designate minority and women subcontractors and suppliers with an asterisk (*). (In "Result of Bid" column indicate "Responsive", "Non-Responsive" or "Accepted").

SUBCONTRACTORS CONTACTED

Bid Items	Firm Name & Phone Number	<u>Owner</u>	Race/GenderResults of Bid
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

MINORITY AND WOMEN BUSINESS ENTERPRISES
Job Report
Project No. _____

List

- All subcontractors to be paid through this project with Federal ID # and DUNS #.
- Any known minority or women owned businesses that will be working on this project (Hispanic, African-American, Women, etc.)

<u>Subcontractor Name</u>	<u>Address: Street, City, ST, Zip</u>	<u>Federal ID#</u>	<u>DUNS #</u>	<u>Minority / Women Owned</u> <small>(if yes, indicate category)</small>	<u>Subcontract Amount</u>

Attach additional copies of this page as needed.

Signature of Prime Contractor

Date

Printed Name

Prime Contractor's Federal ID#

THIS INFORMATION IS DUE WITH CERTIFICATE OF UNDERSTANDING
BEFORE NOTICE TO PROCEED

Employment Needs for CDBG Funded Projects

Form 9

Project Name: _____

Project Number: _____

This form is to be completed by the apparent low bidder and returned to the Owner within 5 working days of notification of bid results. If no hiring is expected, please mark 0 in the appropriate spaces, sign and return the form.

Construction Job Opportunities to work at the Section 3 construction site _____

Eligible job seekers, recruited through the Section 3 employment process, have the opportunity to be employed on a temporary or permanent basis working in construction on the project site.

Administrative or Office Job Opportunities (Non Construction Jobs) _____

Eligible Section 3 job seekers, recruited through the Section 3 employment process, have the opportunity to be employed on a temporary or permanent basis within the administrative offices of the Recipient (Borrower/ Developer), General Contractors and sub contractors.

Total Number of Estimated Job Opportunities: _____
(total should equal Construction + Admin)

Include below or attach to this document the job titles, estimated start dates and completion dates, number of trainee positions, and total number of positions for each job title.

<u>Job Title</u>	<u>Start Date</u>	<u>End Date</u>	<u># of Trainee Positions</u>	<u>Total Positions (incl. Trainees)</u>
Total Number of Positions (should equal the Total # of Job Opportunities, above)	N/A	N/A		

_____ PROJECT

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION
LABOR STANDARDS AND DAVIS BACON

To be completed by each contractor and subcontractor working on the project and submitted to the Owner's representative at least 5 days before the proposed Start of Construction.

PROJECT NAME: _____

PROJECT NUMBER: _____

This is to certify that the principals, and the authorized payroll officer below, have read and understand the Minutes of the Preconstruction Conference and the labor standards clauses and Davis Bacon requirements pertaining to the subject project.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of compliance which will accompany our weekly certified payroll reports for this project:

Payroll Officer (Name): _____

Payroll Officer (Signature): _____

IRS Employer Identification Number: _____

Contractor/Subcontractor: _____

By (Signature): _____

Title: _____ Date: _____

(COMPANY LETTERHEAD)

AUTHORIZATION FOR DEDUCTIONS

Form 11

To be completed by each contractor and subcontractor working on the project and submitted to the Owner's representative at least 5 days before the proposed Start of Construction.

The undersigned authorize deductions, as noted, to be made from their wages. It is understood that these deductions are:

- a) in the interest of the employee,
- b) not a condition of employment,
- c) no direct or indirect financial benefit accruing to the employer,
- d) not otherwise forbidden by law.

<u>EMPLOYEES NAME</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
_____ Print Name	_____	_____	_____
_____ Signature	_____	_____	_____
_____ Print Name	_____	_____	_____
_____ Signature	_____	_____	_____
_____ Print Name	_____	_____	_____
_____ Signature	_____	_____	_____
_____ Print Name	_____	_____	_____
_____ Signature	_____	_____	_____
_____ Print Name	_____	_____	_____
_____ Signature	_____	_____	_____
<u>Signature of Authorized Representative of Employer</u> _____			
Authorized Representative's Name and Title _____			
_____	DATE _____		

IMMIGRATION LAW AND REGULATIONS CERTIFICATION

The President's Executive Order 13465 of June 6, 2008 and Arizona Revised Statutes (A.R.S.) Section 41-4401, require Maricopa County to ensure that each government entity, contractor and subcontractor it conducts business with complies with federal immigration laws and regulations that relate to their employees and A.R.S. Section 23-214, Subsection A. All governmental entities, vendors, contractors and subcontractors MUST certify use of the *E-Verify* system established by the Department of Homeland Security.

All contractors and subcontractors must certify compliance with items 1 and 2 below.

3. The government entity, organization or company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States Immigration laws. The government entity, organization or company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the County if such inspection is requested; and

4. By the date of the delivery of the product and/or performance of services, the government entity, organization or company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the Maricopa County.

I certify that the government entity, organization or company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Organization Name: _____

Date: _____ Telephone Number: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

V. CONTRACT AGREEMENT

THIS AGREEMENT made as of the _____ day of _____ in the year of Two Thousand _____, between:

the OWNER: Town of Guadalupe
9241 South Avenida Del Yaqui
Guadalupe, Arizona 85283

the CONTRACTOR:

the PROJECT (name and number): Town of Guadalupe Specifications

QUADRANT III - Pavement Replacement
Project Number DG1804

the CONSULTANT: Dibble Engineering
7878 North 16th Street, Suite 300
Phoenix, Arizona 85020

the OWNER and the CONTRACTOR agree as set forth below.

A. THE CONTRACT DOCUMENTS

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

Invitation to Bid	Project Drawings
Instructions to Bidders	Technical Specifications
General Contract Conditions	Statutory Performance Bond
Contract Agreements	List of Subcontractors
Statutory Payment Bond	Contract Change Order
Affidavit of Settlement of Claims	Affidavit of No Collusion
Bidding Schedule	Federal Provisions for Town of Guadalupe Community Development Block Grant Projects

B. THE WORK

The **CONTRACTOR** shall perform all the Work specified or indicated in the Contract Documents. Work shall consist of the removal and replacement of the **QUADRANT III** asphalt pavement and base from lip of curb to lip of curb and the associated adjustments and replacements of the various water and sewer facilities (valves, manholes, etc.) and survey monuments at the surface as detailed on the construction plans and specifications.

C. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1. The Work to be performed under this contract shall be commenced in accordance with "3" below.
2. Subject to authorized adjustments, Substantial Completion shall be achieved not later than the date indicated on the "Notice to Proceed".
3. It is hereby understood and mutually agreed, by and between the **CONTRACTOR** and the **OWNER**, that the date of beginning, rate of process, and the time for completion of the Work to be done hereunder, are ESSENTIAL CONDITIONS of this Contract, and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on the date of "NOTICE TO PROCEED". The **CONTRACTOR** agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the **CONTRACT TIME** stated in the Invitation to Bid. He also shall consider that the **OWNER** needs the complete use of these facilities as quickly as possible.
4. In the event that the **CONTRACTOR** shall neglect, fail or refuse to complete the Work within the time specified, then the **CONTRACTOR** does hereby agree, as part consideration for the awarding of this Contract, to pay to the **OWNER** Four Hundred (\$400.00) dollars and no cents per day, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth for each and every calendar day that the **CONTRACTOR** shall be in default after the time stipulated in the Contract for completing the Work. The said amount is fixed and agreed upon by and between the **CONTRACTOR** and the **OWNER** because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages the **OWNER** would in such event sustain.

D. CONTRACT SUM

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

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

E. PROGRESS PAYMENTS

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

F. FINAL PAYMENT

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

G. MISCELLANEOUS PROVISIONS

1. **CONTRACTOR** has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
2. **CONTRACTOR** has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by the Consultant in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
3. **CONTRACTOR** has made or caused to be made, examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article I as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by **CONTRACTOR** for such purposes.
4. **CONTRACTOR** has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
5. **CONTRACTOR** has given Consultant written notice of all Conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Consultant is acceptable to **CONTRACTOR**.
6. Terms used in the AGREEMENT which are defined in the General Conditions shall have the meanings indicated in the General Conditions.
7. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the other party to this Contract (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
8. **OWNER** and **CONTRACTOR** each binds himself, his partners, successors, assignees and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in the Contract Documents.
9. Termination, Postponement or Abandonment. The right is reserved by the **OWNER** to terminate, indefinitely postpone Work or abandon the project. This Contract may be terminated by giving written notice to the **CONTRACTOR** at least twenty-four (24) hours prior to the effective date of termination. In the event of such termination, the **OWNER** shall be liable to the **CONTRACTOR** only to the extent as provided by this Contract for materials supplied and Work completed prior to the effective date of termination. The **OWNER** will comply with the latest revisions of the Arizona State Statutory requirements for negotiation of the contract termination.

10. Retention of Records. The **CONTRACTOR** agrees that the Department of Housing and Urban Development, the Comptroller General of the United States, Town of Guadalupe, or any of their duly authorized representatives, may have access to any accounting records, books, documents, papers or records of the **CONTRACTOR** which are directly pertinent to this contract for the purpose of audit, examination, excerpts, and transcripts for a period of three (3) years from the date of acceptance of certificate of completion. (In the event litigation, a claim or audit is begun before the expiration of the three-year period, said records shall be retained until all such actions or audit findings involving the records have been resolved.)
11. Equal Employment Opportunity. In the performance of this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or handicap. The **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder.
12. Indemnification. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense 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 any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226: In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **TOWN OF GUADALUPE**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph. The scope of this indemnification does not extend to the sole negligence of the **TOWN OF GUADALUPE**.

13. **CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. minimum rating of A-. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **TOWN OF GUADALUPE**, constitute a material breach of this Contract.

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

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

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

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

The insurance policies required by this Contract, except Workers' Compensation, shall name the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- a. Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X, C, U.

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

over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and **CONTRACTOR'S** Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- b. Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- c. Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.
- d. Builders' Risk (Property) Insurance. The **CONTRACTOR** shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the **TOWN OF GUADALUPE** has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the **TOWN OF GUADALUPE**, the **CONTRACTOR**, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction and shall continue until the work is completed and accepted by the **TOWN OF GUADALUPE**. For new construction projects, the **CONTRACTOR** agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, the **CONTRACTOR** agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property comes under **CONTRACTOR'S** control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the **TOWN OF GUADALUPE**, the **CONTRACTOR** will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverages may be modified by an amendment to the Contract documents.

- e. Certificates Of Insurance. Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **TOWN OF GUADALUPE** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

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

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

- f. Cancellation And Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the TOWN OF GUADALUPE.

IN WITNESS WHEREOF the parties hereto have executed this CONTRACT in duplicate as of the day and year first herein written.

CONTRACTOR

TOWN OF GUADALUPE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE

DATE

VI. TECHNICAL SPECIAL PROVISIONS

A. General

All items of work and associated construction requirements are adequately described and defined in the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments (MAG) along with the MAG Uniform Standard Details, latest revisions, or within these special provisions.

The information written into these special provisions will:

1. Describe any special or unusual conditions.
2. Explain details of the work not covered in the MAG Specifications and Standard Details.
3. Relate certain work to specific bid items or payment quantities.

B. MAG SPECIFICATIONS PART 100 – GENERAL CONDITIONS

Sections 102 and 103 shall be deleted in their entirety and replaced with Sections I – V of these Specifications.

The first two paragraphs of Subsection 105.8 shall be deleted in their entirety and replaced with the following:

The Contractor will provide a Registered Land Surveyor who will set construction stakes establishing lines and grades for road work and necessary appurtenances as he may deem necessary and shall also perform all of the as-built survey required. The Engineer will furnish the Contractor with all necessary information relating to the lines and grades.

The Contractor provided RLS will be responsible for resetting all survey monuments as required by the plans and/or contract documents.

Payment for construction staking will be made at the Lump Sum unit price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in providing the construction staking.

C. MAG SPECIFICATIONS SECTION 310 – PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

Subsection 310.5 shall be deleted in its entirety and replaced with the following:

Payment for aggregate base course will be made at the Cubic Yard unit price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in providing the aggregate base course.

D. MAG SPECIFICATIONS SECTION 336 – PAVEMENT MATCHING AND SURFACE REPLACEMENT

Add the following to Subsection 336.5:

Payment for construction sawcutting asphalt pavement will be made at the Linear Foot unit price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in providing the sawcutting asphalt pavement.

E. MAG SPECIFICATIONS SECTION 401 – TRAFFIC CONTROL

Add the following:

The Contractor shall prepare a Traffic Control Plan that shall be submitted at the preconstruction conference.

Subsection 401.6 shall be deleted in its entirety.

Subsection 401.7 shall be deleted in its entirety and replaced with the following:

Payment for Traffic Control will be made at the contract bid price per Lump Sum and shall include full compensation for furnishing all devices, labor, materials, tools, flagmen, equipment and incidentals, and for doing all the work involved in providing the traffic control.

F. FIELD QUALITY CONTROL

GENERAL

All field quality control measures and materials testing shall be in accordance with MAG Standard Specifications with the modifications contained herein.

CONTRACTOR'S RESPONSIBILITIES

During the progress of construction, the Contractor shall perform all materials testing required by MAG Standard Specifications and Details and as necessary to verify that all construction items are in compliance.

Accomplish specified density and compaction for Aggregate Base Course, Asphalt Pavement, and Subgrade, and provide concrete meeting the compressive strength requirements specified.

Control operations by confirmation tests to verify and confirm that density and compaction work and concrete strength are complying at all times, with requirements specified.

Costs of confirmation testing to be borne by the Contractor.

Qualifications of Contractor's testing laboratory, sample collection protocols, and testing methods must be approved by the Engineer.

Copies of confirmation testing reports shall be submitted promptly to the Engineer.

Frequency of Confirmation Testing:

For subgrade or aggregate base material perform compaction testing once for every 50 cubic yards.

Asphalt testing shall be performed per MAG (2013) Specification 321, except that the sixth sentence of Section 321.10 (Acceptance) shall be deleted and replaced with the following:

"Tests used to determine acceptance will be performed by an Engineer or a laboratory employed by the Contractor."

Contractor shall not use concrete that does not meet specification requirements in regard to slump.

Concrete determined to be defective based on laboratory testing shall be replaced at no additional cost.

ENGINEER'S RESPONSIBILITIES

Engineer shall review results of testing performed by the Contractor to determine compliance and acceptance.