



**INVITATION TO BID  
ADA PARK IMPROVEMENTS REHABILITATION  
(CDBG #119-24)**

Date Offered: November 19, 2024

Closing Date & Time: December 19, 2024 at 2:00 p.m.

Contact Person: Angela Gotto, Administrative & Special Projects Coordinator: Central Arizona Governments, [agotto@cagaz.org](mailto:agotto@cagaz.org)

**Town of Star Valley  
3675 E. Highway 260  
Star Valley, AZ 85541**



**ADA PARK IMPROVEMENTS  
CDBG CONTRACT #119-24**

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**ADA PARK IMPROVEMENTS PROJECT TECHNICAL SPECIFICATIONS AND ENGINEERING DOCUMENTS ARE IN APPENDIX A AND ARE COMPRISED OF 27 PAGES, BEGINNING ON PAGE 63, INCLUDING DESIGN AND ENGINEERING PLANS.**

**TOWN OF STAR VALLEY INVITATION TO BID  
ADA PARK IMPROVEMENTS  
CDBG # 119-24**

The Town of Star Valley (Grantee) has been awarded a federal Community Development Block Grant (CDBG) through the Arizona Department of Housing for the ADA Park Improvements project. The Town will accept bids from qualified firms registered with the Arizona Registrar of Contractors to perform the following services:

CDBG funds will be used for construction services including removal of barriers of the sidewalks that access the splash pad, restroom facility, playground equipment and the pavilion/picnic shelter as well as installation of ADA accessible benches and improvements to a parking spot to make it handicap van accessible. The van accessible parking space is proposed to be situated on the south side of the parking area in front of the fence with its access aisle centered on the fence opening. The striping on the van accessible parking space will be white with a blue ADA symbol, and associated miscellaneous construction work, all part of the ADA Park Improvements project. See project technical specifications in Appendix A of the Invitation to Bid for detailed information.

Plans and specifications may be obtained beginning **November 19, 2024** from:

Angela Gotto, Central Arizona Governments (CAG), 2540 W. Apache Trail, Suite 108, Apache Junction, AZ 85120; by phone at (480) 474-9300, email at [agotto@cagaz.org](mailto:agotto@cagaz.org), on the CAG website at [www.cagaz.org](http://www.cagaz.org).

All bids must be on a unit-price basis. Segregated bids will not be accepted.

Bids must be sealed, labeled "ADA Park Improvements", and delivered to the Town of Star Valley; ATTN: Edie Chapin, 3675 E. Highway 260, Star Valley, AZ 85541, no later than **2: 00 p.m. on December 19, 2024**. Faxes are not acceptable. Late bids will be returned unopened.

Minority, woman-owned and disadvantaged businesses are encouraged to submit. Grantee may waive informalities in the bids, may negotiate with any and all bidders, and may reject all bids if it is deemed in the best interest of Grantee.

**TOWN OF STAR VALLEY INVITATION TO BID  
ADA PARK IMPROVEMENTS**

The Town of Star Valley, hereinafter also referred to as “Town”, through a federal COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) from the Arizona Department of Housing, will accept bids from qualified firms or individuals registered with the Arizona Registrar of Contractors to perform the following services:

**PROJECT DESCRIPTION**

CDBG funds will be used for the following construction services: removal of barriers of the sidewalks that access the splash pad, restroom facility, playground equipment and the pavilion/picnic shelter as well as installation of ADA accessible benches and improvements to a parking spot to make it handicap van accessible, and associated and miscellaneous construction work, all part of the **ADA Park Improvements Project (see project technical specifications in Appendix A of the Invitation to Bid for detailed information).**

**SCOPE OF WORK**

The Contractor shall furnish all materials, labor, equipment, services, transportation, and perform all the work for the project known as ADA Park Improvements as called for in the Technical Specifications and as shown on the Plans (Construction Drawings) in Appendix A. The successful Bidder will be required to lend all possible assistance in the preparation, investigation, and documentation necessary for compliance with all applicable Davis Bacon/Federal Labor Standards, and other requirements of the Arizona Department of Housing, CDBG Program. The successful Bidder should be prepared to comply with all local, state, and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include 2 CFR 200, Executive Orders, and Administrative Rules and Regulations.

Construction contractors **are required** to have a DUNs number and to be registered and current in the federal SAM (System of Award Management) system. The websites for registration are: <http://fedgov.dnb.com/webform>; and <https://www.sam.gov/SAM/>

**BIDS**

To be considered, **one (1) original and two (2) copies** of the bid proposal must be provided in accordance with the Instructions to Bidders included in this Invitation to Bid.

**Bids must be sealed, labeled “ADA Park Improvements Project”, and delivered to Town of Star Valley, ATTN: Edie Chapin, 3675 E. Highway 260, Star Valley, AZ 85541, until 2:00 p.m. on December 19, 2024.** Bids will be opened immediately following the submission deadline and total amounts will be read aloud. Failure of the Bidder to complete all the bid documents may result in rejection of the bid.

<b>IMPORTANT DATES (Dates may be subject to change. All times are in Arizona Time.)</b>	
<b>ACTIVITY</b>	<b>DATE/TIME</b>
Bid Packet Release/Advertisement	Tuesday, November 19, 2024
Pre-Bid Meeting (Non-Mandatory – Meet at Town Hall)	Thursday, December 5, 2024, at 1:00 p.m.
Deadline for Questions	Wednesday, December 11, 2024, at 5:00 p.m.
Deadline to Submit Bids	Thursday, December 19, 2024, at 2:00 p.m.



A bid security in the form of a certified check, cashier's check, or bid bond in the **amount of 5% of the bid** shall accompany each bid. Bonding companies issuing acceptable bonds in conjunction with this project must hold a certification of authority to transact surety business in Arizona as issued by the Director of the Department of Insurance. All bid security shall be made payable, without condition, to the Town of Star Valley. Said bid security shall be considered liquidated damages and shall be forfeited to the Town in the event the proposal is accepted, and the successful Bidder fails to execute the Contract and furnish the required bonds within ten (10) working days after the notice of bid award.

The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

If information of a material matter is provided in response to any correspondence or question, or if a clarification is issued by the engineer or Town, a copy of the question and answer will be provided to all prospective Bidders who have requested a set of plans. This response shall serve as an addendum to the advertised call for bids and become part of the Town's approved plans.

Bidding documents will be available **Tuesday, November 19, 2024** and may be obtained from Angela Gotto at CAG, (480) 474-9300, [agotto@cagaz.org](mailto:agotto@cagaz.org), on the CAG website at [www.cagaz.org](http://www.cagaz.org).

Correspondence, questions, and/or clarifications of the bidding procedure or concerning the plans/specifications should be directed to: Angela Gotto, CAG, 2540 W. Apache Trail, Suite 108, Apache Junction, Arizona 85120, (480) 474-9300, [agotto@cagaz.org](mailto:agotto@cagaz.org).

The Town reserves the right to accept the lowest, responsible bid; to consider alternatives; to reject any or all bids; and to waive irregularities or information in any bid. Bids received after the specified time of closing will be returned unopened. The Town also reserves the right to hold any or all bids for a period of thirty (30) days after the date of opening. Bidders will not be allowed to withdraw submitted bids during the thirty (30) day period.

### **INSTRUCTIONS TO BIDDERS**

Bidders are requested to keep the narrative portion of their proposal (responses to Contractor's Qualification Statement) to no more than five (5) pages. The proposal is to contain all the information listed and in the order listed on the proposal cover sheet, which is included in this section. Submit one original and two copies of the proposal which shall be sealed and filed at the time and place indicated in the Invitation to Bid. Bidders must adhere to the following:

1. Amendments, Addenda, Revisions and other changes will be available from Angela Gotto, CAG, 2540 W. Apache Trail, Suite 108, Apache Junction, Arizona 85120, (480) 474-9300, [agotto@cagaz.org](mailto:agotto@cagaz.org). Register your interest in the project with Angela at the contact information above and you will be sent any updates.
2. Utilizing the form provided, complete the Contractor's Qualification Statement, being certain to include the following information:
  - a. Include information concerning the firm's experience in the past five years in the construction of facilities used by the public, specifically identifying projects funded with federal dollars subject to Davis-Bacon. List the most representative projects. Be certain to include information on how to contact the owner as these references will be verified during the scoring process.
  - b. Please identify the project team and submit short resumes of the key personnel.
  - c. Provide a list of current major project commitments by the firm.
3. Utilizing the form provided, identify subcontractors. No change of the subcontractors named therein will be made unless first approved in writing by Town.

4. Provide a timeframe for project completion in your own format.
5. Utilizing the form provided, submit the LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements. This form is to be signed by the Bidder's owner or corporate officer.
6. Utilizing the form provided, submit the Certifications. This form is to be signed by the Bidder's owner or corporate officer.

**Bid Security, Performance Bond, and Payment Bond**

The bid guarantee shall be in the form of a certified or cashier's check, upon a solvent bank or a surety bond for **five (5%) percent of the bid** shall accompany each bid.

The Contractor will be required to provide a Performance Bond and Payment Bond, equal to one hundred (100%) percent of the Contract amount. No substitution or other form of bond will be allowed. Such bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable and acceptable to the Town and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.

**Insurance**

The Contractor shall purchase and maintain, during the contract time, insurance as listed in the Contract. The Contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to the Town.

The certificate of insurance shall name as additional insureds Town of Star Valley and CAG. As required by law, the certificate of insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona or countersigned by an agent of the carrier authorized to do business in the State of Arizona.

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

- a. Worker's Compensation..... Statutory
- b. Protective Bodily Injury..... \$2,000,000 each occurrence and annual aggregate
- c. Personal Property..... \$2,000,000 each occurrence and annual aggregate
- d. Automobile Bodily Injury and  
Property Damage..... \$2,000,000 each occurrence and annual aggregate

**Award of the Contract**

The Town reserves the right to reject any and all bids and to award the Contract to other than the low bidder with good cause. The Town further reserves the right to waive any informality or irregularities in the bidding process. Additionally, the Bidder recognizes the right of the Town to reject a bid if the bidder failed to furnish the data required by the bidding documents or if the bid is in any way incomplete or irregular.

Each bidder shall be prepared to provide evidence of his/her experience, qualification, and financial ability to carry out the terms of the Contract.

All bids shall remain firm for a period of ninety (90) calendar days after the date of the bid opening. Proposals may not be modified after submittal. Bidders may withdraw proposals at any time prior to bid opening. No proposal may be modified

or withdrawn after the bid opening except where the Award of the Contract has been delayed more than ninety-one (91) days.

The Contractor to whom the Contract is awarded will be required to execute the Contract and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date of receipt of the Notice of Award. The Notice of Award shall be accompanied by the necessary contract documents. In case of failure of the Bidder to execute the Contract, Town may consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of Town.

Notwithstanding any delay in the preparation and execution of the formal Contract, each bidder shall be prepared to commence work within fifteen (15) days of receipt of the Notice to Proceed.

**Protest Procedure**

Bid protests shall be submitted in writing to: Angela Gotto, CAG, 2540 W. Apache Trail, Suite 108, Apache Junction, AZ 85120, and emailed to [agotto@cagaz.org](mailto:agotto@cagaz.org), within 72 hours of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, ADOH, the Project Manager, or others, the Town will respond to the protest. The Town reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

BID SCHEDULE

Name of Contractor/Bidder: \_\_\_\_\_

NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM BID TOTAL
1	ADA VAN ACCESSIBLE PARKING SPACE, PC CONCRETE PAVEMENT, 8" DEPTH	1,280	SF	\$	\$
2	PARKING SPACE STRIPING, 6" WIDE WHITE LINES, THERMOPLASTIC STRIPING	160	LF	\$	\$
3	PARKING SPACE STRIPING, 12" WIDE LINES, THERMOPLASTIC STRIPING	170	LF	\$	\$
4	PAVEMENT MARKING, ADA SYMBOL	4	EA	\$	\$
5	INSTALL SIGN ASSEMBLY, ADA & VAN ACCESSIBLE SIGNS ON POST	4	EA	\$	\$
6	SIDEWALK, 5" DEPTH	2,140	SF	\$	\$
7	REGRADE & RESURFACE PARKING AREAS	25	TN	\$	\$
8	RELOCATE EXISTING BOULDER	1	EA	\$	\$
9	INSTALL CONCRETE CAR STOP PARKING BUMPER	6	EA	\$	\$
10	REMOVE & REPLACE ARTIFICIAL GRASS TURF	75	SF	\$	\$
11	RECONSTRUCT FENCE SECTION TO CREATE A 6 FT OPENING	1	LS	\$	\$
12	CONSTRUCT NEW FENCE TO MATCH EXISTING WHITE SITE FENCING	30	LF	\$	\$
13	SITE BARRICADES & TRAFFIC CONTROL	1	LS	\$	\$
14	MOBILIZATION	1	LS	\$	\$
<b>TOTAL BID AMOUNT</b>					<b>\$</b>

**A. 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.

**(1) MINIMUM WAGES**

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) 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) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 1235-0023.)

(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 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), 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 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls 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 <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (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 3729 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 U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **(4) Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. 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) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

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

## **B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

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

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(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 B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

**(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 U.S. 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 B(2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(1) through (4) of this paragraph.

## **C. HEALTH AND SAFETY**

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her 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 29 CFR 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 U.S.C. § 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.

"General Decision Number: AZ20240009 08/30/2024

Superseded General Decision Number: AZ20230009

State: Arizona

Construction Type: Highway

Counties: Apache, Cochise, Gila, Graham, Greenlee, La Paz, Navajo and Santa Cruz Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 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 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

|\_\_\_\_\_||\_\_\_\_\_||

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	08/30/2024

CARP0408-007 07/01/2023

APACHE, COCHISE & SANTA CRUZ COUNTIES

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 34.50	14.17

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ENGI0428-004 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR Oiler Driver.....	\$ 34.96	13.52

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\* IRON0075-006 08/01/2024

Apache, Cochise, Gila, Graham, Greenlee, La Paz, Navajo Counties

	Rates	Fringes
Ironworker, Rebar.....	\$ 33.00	18.91

- 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

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\* SUAZ2009-002 04/23/2009

	Rates	Fringes
CARPENTER		
Gila, Graham, Greenlee, La Paz & Navajo.....	\$ 21.71	3.82
CEMENT MASON.....	\$ 17.74	3.59
ELECTRICIAN.....	\$ 24.43	5.38
IRONWORKER, Rebar		
Santa Cruz county.....	\$ 21.75	13.59
LABORER		
Asphalt Raker.....	\$ 14.97 **	5.88
Concrete Worker.....	\$ 13.38 **	4.50
Fence Builder.....	\$ 12.20 **	3.84
Flagger.....	\$ 12.31 **	3.96
General/Cleanup.....	\$ 12.78 **	2.50
Guard Rail Installer.....	\$ 12.20 **	3.84
Landscape Laborer.....	\$ 11.02 **	
Water Blaster.....	\$ 14.90 **	2.90
OPERATOR: Power Equipment		
Backhoe < 1 cu yd.....	\$ 17.76	3.89
Compactor Self Propelled (with blade-grade operation..)	\$ 22.53	6.57
Compactor Small Self Propelled (with blade- backfill, ditch operation)..	\$ 22.29	6.31
Concrete Pump.....	\$ 20.31	6.48
Crane (under 15 tons).....	\$ 22.98	4.26
Drilling Machine (including wells).....	\$ 21.79	4.10
Grade Checker.....	\$ 23.41	6.54
Hydrographic Seeder.....	\$ 19.73	5.40
Mass Excavator.....	\$ 23.33	6.98
Milling Machine/Rotomill....	\$ 21.87	6.84
Power Sweeper.....	\$ 19.33	4.85
Roller (all types asphalt)..	\$ 17.46	5.58
Roller (excluding asphalt)..	\$ 19.23	5.09
Scraper (pneumatic tire)....	\$ 22.41	6.90
Screed.....	\$ 20.90	6.72
Skip Loader (all types 3 < 6 cu yd).....	\$ 20.91	7.35
Skip Loader (all types 6 < 10 cu yd).....	\$ 22.24	6.83

Skip Loader < 3 cu yd.....	\$ 17.97	6.60
Tractor (dozer, pusher- all).....	\$ 22.53	6.47
Tractor (wheel type).....	\$ 24.62	7.57

PAINTER.....	\$ 13.94 **	2.56
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TRUCK DRIVER

2 or 3 axle Dump or Flatrack.....	\$ 16.17 **	4.24
Oil Tanker Bootman.....	\$ 21.94	
Pickup.....	\$ 12.88 **	1.73
Water Truck < 2500 gal.....	\$ 19.59	5.90
Water Truck > 3900 gal.....	\$ 18.70	4.79
Water Truck 2500 < 3900 gal.....	\$ 17.13 **	

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

<https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

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

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

#### Union Average Rate Identifiers

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

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

#### State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has 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"

## CONTRACT AGREEMENT (SAMPLE)

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Town of Star Valley, County of Gila, State of Arizona (hereinafter called the "TOWN") acting herein by the Mayor of the Town of Star Valley, hereunto duly authorized, and \_\_\_\_\_

(hereinafter called the "CONTRACTOR") acting herein \_\_\_\_\_ hereunto authorized.

WITNESSETH THAT:

The TOWN desires to engage the CONTRACTOR to render construction services for the ADA Park Improvements Project, Contract #119-24.

NOW, THEREFORE the parties do mutually agree as follows:

### 1. Work

CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

The contractor shall furnish all materials, labor, equipment, services, transportation and perform all the work for the Town's project known as the ADA Park Improvements CDBG Project 119-24 for the Town of Star Valley, Arizona as called for in the Scope of Work. The proposer should prepare a detailed time schedule for completion. The successful proposer will be required to lend all possible assistance in the preparation, investigation, and documentation necessary for compliance with all applicable federal Labor Standards/Davis-Bacon and other requirements of ADOH. The successful proposer should be prepared to comply with all local, state, and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include 2 CFR 200, Executive Orders and the Arizona Administrative Code.

**The scope of work** will include construction services including removal of barriers of the sidewalks that access the splash pad, restroom facility, playground equipment and the pavilion/picnic shelter as well as installation of ADA accessible benches and improvements to a parking spot to make it handicap van accessible. The van accessible parking space is proposed to be situated on the south side of the parking area in front of the fence with its access aisle centered on the fence opening. The striping on the van accessible parking space will be white with a blue ADA symbol, and associated miscellaneous construction work, all part of the ADA Park Improvements project. See project technical specifications in Appendix A of the Invitation to Bid for detailed information.

### 2. Access to Information

It is agreed that all information, data reports, records, and plans as are existing, available and necessary for carrying out of the work outlined above have been furnished to the CONTRACTOR by the TOWN and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the TOWN, and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described in the AIA Contract and this addendum.

### 3. Project Manager - Administration

The TOWN has designated Angela Gotto, CAG, as project manager. The project manager shall be empowered to perform all administrative functions as required for management of the project and verification of compliance with ADOH requirements.

### 4. Contract Times

The work will be completed and ready for final payment within one-hundred-eighty (180) calendar days of the date in the Notice to Proceed.

### 5. Liquidated Damages

TOWN and CONTRACTOR recognize that time is of the essence of this Agreement and that the TOWN will suffer financial loss if the work is not completed within the time specified. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, the TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the TOWN \$500.00 for each day that expires after the time specified for final completion until the work is complete and ready for final payment.

### 6. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed: [insert total bid amount]. Originals of the Applications for Payment are to be submitted no later than the first day of the month and a copy emailed to:

Central Arizona Governments  
Attention: Angela Gotto, Project Manager  
2540 W. Apache Trail, Suite 108  
Apache Junction, AZ 85120  
[agotto@cagaz.org](mailto:agotto@cagaz.org)

On a weekly basis, the PROJECT MANAGER shall review and verify the percentage, progress and quality of work completed and shall verify compliant completion of all necessary documentation required by ADOH, including but not limited to, federal Labor Standards/Davis- Bacon.

The TOWN and CONTRACTOR mutually agree that the TOWN will make a progress payment based on a duly certified (by PROJECT MANAGER) and approved (by a duly authorized representative of the TOWN) estimate of the work covered by the corresponding Application for Payment, subject to those conditions stipulated below and in other parts of the contract documents.

The TOWN will make payments in the amount equal to ninety percent (90%) of work completed (i.e. Town will retain ten percent (10%) of each estimate as additional guarantee for complete performance of the work), less the aggregate of payments previously made and less such deductions as PROJECT MANAGER or TOWN determines are appropriate to cover claims requiring a greater sum to be retained.

Except as qualified above, upon final completion and acceptance of the work or designated part of the work on which separate final completion and acceptance and contract price are specified and upon compliance with

other terms and conditions of the contract documents, payment may be made in full, including retainage withheld less such deductions as PROJECT MANAGER may recommend or the TOWN may withhold to cover claims requiring a greater sum to be retained and liquidated damages.

The TOWN may deduct from each progress payment and final payment an amount equal to the TOWN's estimate of the liquidated damages then due or that would become due based on the TOWN's estimate of late completion of the work if CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed to recover schedule.

**7. Indemnification**

CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations and shall exonerate, indemnify, and hold harmless the TOWN and its agency members, CAG, and the State of Arizona Department of Housing (ADOH) from and for any violation caused by him and shall assume full responsibility for payment of federal, state, and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

**8. Miscellaneous Provisions**

- a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona and all obligations of the parties created hereunder are performable in Pinal County, Arizona.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable said holding shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

**9. Project Familiarity and Identification of Conflicts**

In order to induce the TOWN to enter into this Agreement, CONTRACTOR makes the following representation:

- a. CONTRACTOR has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- b. CONTRACTOR has given the PROJECT MANAGER a written notice of all conflicts, errors or discrepancies discovered in the contract documents and the written resolution thereof by the PROJECT MANAGER/CAG is acceptable to the CONTRACTOR.

- c. CONTRACTOR has examined and carefully studied the contract documents and other related data identified in the bidding documents including “technical data”.
- d. CONTRACTOR is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

**10. Insurance**

Certificate(s) of Insurance naming the TOWN *and* CAG as co-insured verifying the minimum coverages as listed below shall be delivered as specified in the Notice of Award prior to issuance of the Notice to Proceed:

- Workers' Compensation (statutory)
- Protective Bodily Injury
- Personal Property
- Automobile Bodily Injury and Property Damage

**11. Timely Submission of Labor Standard Forms**

All forms necessary for compliance with the Davis-Bacon Wage Act shall be delivered to PCI prior to issuance of the Notice to Proceed and on a weekly basis during construction.

**12. Contract Documents**

The contract documents which comprise the entire agreement between the TOWN and the CONTRACTOR concerning the work consist of the following:

- This Agreement pages \_\_\_\_\_ to \_\_\_\_\_
- Exhibit A: Terms & Conditions
- Certifications
- Performance, Payment, and other Bonds
- Notice to Proceed
- General Conditions and Supplementary Conditions
- Specifications and drawings incorporated in the bidding documents
- Bidding documents including addenda acknowledged in CONTRACTOR bid.

**13. Labor Standard and Miscellaneous Requirements**

This agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, Contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939.

The following information, required by or included in the Bid Package for this project, is a part of this contract:

- a) Wage Rate # AZ20240009 08/30/2024 Mod# 2

- b) HUD 4010
- c) Completed LS2, LS3's, LS4's, and LS5's in Labor Standard File
- d) Signed Certifications
- e) SAM.gov # \_\_\_\_\_
- f) Contractor's License #ROC \_\_\_\_\_ Expiration Date \_\_\_\_\_
- g) Certificate of Insurance
- h) Bid, Payment, and Performance Bonds

**14. Buy America, Build America ACT (BABA)**

The Contractor acknowledges to and for the benefit of the \_\_\_\_\_ ("Owner") and the \_\_\_\_\_ (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

**15. Terms and Conditions**

This Agreement is subject to the provisions entitled "Terms and Conditions" attached hereto and incorporated by reference herein as Exhibit A. This Addendum shall be interpreted as if Exhibit A were printed in full herein.

**16. Certifications**

This Agreement is subject to the provisions entitled "Certifications" which were submitted by the CONTRACTOR in the bid dated November 19, 2024 and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Approved as to Form:

The Town of Star Valley

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Bobby Davis, Mayor

ATTEST:

CONTRACTOR:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
President

## **EXHIBIT A: TERMS AND CONDITIONS**

### **1. Termination of Contract**

- a. If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this contract or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the TOWN shall thereupon have the right to terminate the contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements, as well as all materials or equipment acquired or stored by the CONTRACTOR under this contract shall, at the option of the TOWN, become TOWN'S property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the contract by the CONTRACTOR and the TOWN may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the TOWN from the CONTRACTOR is determined.

- b. The TOWN may terminate this contract at any time by giving at least ten (10) days written notice to the CONTRACTOR. If the contract is terminated by the TOWN as provided herein, the CONTRACTOR will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this contract is terminated due to the fault of the CONTRACTOR, Paragraph 1.a hereof relative to termination shall apply.
- c. This contract may be terminated per A.R.S. §38-511, Conflict of Interest.

### **2. Sanction, Penalties and Debarment**

A breach of the contract provisions concerning violations of federal labor standards may be grounds for termination of the contract and result in sanctions, penalties including liquidated damages and/or debarment of the contractor.

### **3. Changes**

The TOWN may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the TOWN and the CONTRACTOR, shall be incorporated in written amendments to this contract.

### **4. Personnel**

- a. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.
- b. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under



state and local law to perform such services.

- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the TOWN. Any work or services sub-contracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

## **5. Assignability**

The CONTRACTOR shall not assign any interest on this contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the TOWN thereto: provided, however, that claims for money by the CONTRACTOR from the TOWN under this contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the TOWN.

## **6. Reports and Information**

The CONTRACTOR, at such times and in such forms as the TOWN may require, shall furnish the TOWN such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.

## **7. Records Maintenance and Retention**

The CONTRACTOR shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the TOWN to assure proper accounting for all project funds, both federal and non-federal shares. These records will be retained for at least three (3) years following the grant contract closeout between ADOH and U.S. Department of Housing and Urban Development (HUD) unless permission to destroy them is granted in writing by the TOWN.

## **8. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the TOWN, ADOH or HUD.

## **9. Copyright**

No report, plan, drawing or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

## **10. Compliance with Local Laws**

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the state and local governments and the CONTRACTOR shall save the TOWN harmless with respect to any damages arising from any tort done by the CONTRACTOR or representatives in performing any of the work embraced by this contract.

**11. CONTRACTOR will comply with the requirements of the 2010 ADA Standards for Accessible Design.**

**12. Interest of Members of a TOWN Governing Body**

No member of the governing body of the TOWN and no other officer, employee or agent of the TOWN who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this contract and the CONTRACTOR shall take appropriate steps to assure compliance.

**13. Interest of Other Local Public Officials**

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract and the CONTRACTOR shall take appropriate steps to assure compliance.

**14. Interest of CONTRACTOR and Employees**

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of this contract.

**15. Access for Persons with Disabilities**

In performing all construction CONTRACTOR agrees to comply with the 2010 ADA Standards for Accessible Design. CONTRACTOR represents that he understands said standard specifications and same are incorporated herein by this reference.

**16. Clean Air Act, Clean Water Act**

The CONTRACTOR shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations which prohibit the use of non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the USEPA Assistant Administrator for Enforcement.

**17. Mandatory Standards and Policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.**

**18. Federal Labor Standards Provisions**

This agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939.

The CONTRACTOR agrees to comply with the Federal Labor Standards Provisions (HUD Form 4010) which is incorporated by reference herein. The CONTRACTOR shall supply information to the TOWN as necessary for monitoring of compliance to include, but not be limited to, submission of Labor Standard Forms included in the bid package, on-site inspections, investigations and/or enforcement by the TOWN. The CONTRACTOR agrees to comply with the Wage Rate Determination included in the bid package and incorporated by reference.

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO FEDERAL LABOR STANDARD/DAVIS-BACON PROVISIONS.

Central Arizona Governments (CAG) will monitor compliance with such provisions and standards on behalf of the Town of Star Valley. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to CAG is listed below. Should you have any questions concerning Federal Labor Standards or the forms to be submitted, please feel free to call CAG, Angela Gotto at phone number: (480) 474-9300; or e-mail: [agotto@cagaz.org](mailto:agotto@cagaz.org).

### **LS2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements**

A separate form is to be completed by the contractor and **submitted as a part of the bid package.**

### **LS3 Sub-contractor's Certification Concerning Labor Standards and prevailing Wage Requirements**

This form is to be completed by **each** subcontractor and **submitted to CAG within ten (10) days of execution of the subcontract and a minimum of seven (7) days prior to the date the subcontractor is scheduled to start work on site.**

### **LS4 Weekly Payroll Report**

This form is to be completed by **each** contractor and sub-contractor weekly for the contract duration. **Forms must be complete, correctly signed and submitted to CAG within seven (7) days of the end of the work week.**

Weekly Payroll Reports will be verified by CAG and ADOH to confirm payment of the required wages. The Weekly Payroll Reports must include all employees who have worked on the job site, including persons exempt from Davis-Bacon and Related Acts wage rate.

Exempt persons are:

- a. Business Owners: This person must be listed in Section 5C of the LS2 or LS3 as an owner, partner or principal, owning at least a bona fide twenty percent (20%) equity interest in the business and must also be able to document the business via a tax ID number. This person must also be actively engaged in the business's management and must not meet the Davis-Bacon definition of a "laborer or mechanic". Relatives of the owner who are not listed in Section 5C must be paid Davis-Bacon and Related Acts wages. A sub-contractor who cannot document that the business is bona fide must be listed as an employee on the prime contractor's Weekly Payroll Report.
- b. Apprentices: The contractor/sub-contractor must provide written evidence of the registration of the program with the DOL Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and

Labor Services (OA) or a state apprenticeship agency recognized by the ETA/OA. For additional information concerning apprentices, please call CAG.

- c. Youth Employment: These individuals must be employed in a bona fide summer youth employment or opportunity program. For additional information concerning youth employment, please call CAG.
- d. Other: On-site but non-construction (non-hands on) superintendents, inspectors, engineers, watch persons, water carriers, messengers, clerical workers and working foremen who devote less than twenty percent (20%) of their time to construction work are exempt. If a foreman devotes more than twenty percent (20%) of his/her time to mechanic or laborer duties, they must be paid the applicable wage rate(s) for all hours worked.

### **LS5 Statement of Compliance**

This form is the certification for the Payroll Form LS-4. A separate form is to be completed by **each** contractor and subcontractor weekly for the duration of the contract. **Forms must be complete and correct, signed by the appropriate person, and submitted to CAG WITH THE LS-4 within seven (7) days of the end of the work week.**

The LS-5 must list all deductions indicated on the LS-4 and must indicate whether the fringe was paid in cash or to an approved fringe benefit plan. The LS-5 must be signed in ink by the owner or officer as listed on the LS-2 or LS-3 or by an employee designated in writing by the owner/officer as authorized to sign.

### **LS7 Notice to All Employees**

This notice must be **posted** on the job site prior to the start of construction and must **remain posted** during construction.

### **LS15 Authorization for Deductions**

This form is to be completed by **each** contractor and sub-contractor and is to be **submitted to CAG one (1) week prior to the first payroll**. Please note that each employee who authorizes payroll deductions for items other than standard state and federal taxes must sign the form.

The following information or action is also required in order to comply with Federal Labor Standards.

### **Verification of Fringe Benefit Plan**

**If fringe benefits are not paid in cash, each contractor and sub-contractor must submit verification of each fringe benefit plan at least one (1) week prior to the first payroll** by submitting the following information:

- a. A copy of the most recent remittance statement from the company holding the fringe benefit plan such as a bank, union, etc. The remittance statement must verify the employees covered by the plan and the amount paid into the plan for each employee by the contractor or subcontractor.

OR

- b. A letter addressed to CAG from each bank, union, etc. holding the fringe benefit plan. The letter must verify which employees are covered by the plan and the amount paid into the plan for each employee by the contractor or sub-contractor.

**Pre-construction Conference**

The purpose of the pre-construction conference is to provide a forum for CAG, the Town of Star Valley, project manager, contractor, and sub-contractors to discuss the technical nature of the construction project and all of the compliance requirements of the contract.

Contractor and sub-contractor representatives shall attend. It is very important that the person preparing the Weekly Payroll Sheets attend this conference as well.

**Notice Provisions**

The Federal Labor Standards Provisions as well as the General Wage Decision included in this bid package must be posted on site during construction as well as the Equal Opportunity Employment/Non-Discrimination Notice. All postings shall be clearly visible and easily accessible to employees.

During construction, CAG will monitor compliance with the federal Labor Standards/Davis- Bacon. This monitoring shall include, but not be limited to, contractor and sub-contractor employee interviews, on-site inspections, review of the weekly payroll, etc., as required.

Copies of the LS forms to be completed during monitoring are available from CAG.

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008  
Expires: 04/30/2021

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

**Public Burden Statement**

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



Recipient: Town of Star Valley Contract No.: 119-24  
 Activity No.: 2 Activity Name: ADA Park Improvements

**LS-17: CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS**

**Project Name:** \_\_\_\_\_

**Name of Contractor/Sub-Contractor:** \_\_\_\_\_

Provide the name, address and telephone number of each plan for fringe benefits provided. List for each classification if different.

1. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:
2. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:
3. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:

**I hereby certify that I make payments to the fringe benefit plans, funds or programs identified above.**

\_\_\_\_\_  
 Signature *(must be owner/principal/officer as shown on LS-2/3)*

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Typed Name

\_\_\_\_\_  
 Title

**LS-17 (02/1998)**





FORM LS-15 AUTHORIZATION FOR DEDUCTIONS

Table with 2 columns: Recipient: Town of Star Valley, Contract No: 119-24; Activity Name: ADA Park Improvements

The undersigned authorizes deductions from his/her wages, as noted. It is understood that:

- the deduction(s) are in the interest/convenience of the employee,
• the deduction(s) are not a condition of employment,
• there is no direct or indirect financial benefit accruing to the employer,
• it is not otherwise forbidden by law; and
• if the deduction(s) are for fringe benefits, information regarding the fringe benefit plan has been provided to me in writing

1. a. EMPLOYEE NAME b. DATE(s) c. AMOUNT d. PURPOSE
(may cover all work performed for contract)

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

(Page of )

2. Name of Contractor/Sub: \_\_\_\_\_

Signature of Authorized Representative

Date

Typed Name:

Phone Number

# EMPLOYEE RIGHTS

## UNDER THE DAVIS-BACON ACT

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

#### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

#### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

#### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

#### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

#### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

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



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



# DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

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

### **SALARIOS PREVALECIENTES**

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

### **SOBRETIEMPO**

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

### **CUMPLIMIENTO**

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

### **APRENDICES**

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

### **PAGO APROPIADO**

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

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



**DIVISIÓN DE HORAS Y SALARIOS**  
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



# BID COVER SHEET

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

THE FOLLOWING ITEMS MUST BE RETURNED WITH THE BID FOR A COMPLETE BID PACKAGE:

- BID FORM (3 PAGES)
- BID SCHEDULE
- BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK
- CONTRACTOR'S QUALIFICATION STATEMENT (3 PAGES); WITH SUPPORTING DATA (NO MORE THAN 5 PAGES)
  - LIST OF MOST REPRESENTATIVE PROJECTS/DAVIS BACON IDENTIFIED
  - IDENTIFICATION OF PROJECT TEAM
  - RESUMES OF KEY PERSONNEL
  - LIST OF CURRENT MAJOR PROJECT COMMITMENTS
- PROJECT SCHEDULE – USE YOUR OWN FORMAT
- SUBCONTRACTOR LIST (1 PAGE)
- LS-2 CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS (3 PAGES)
- CERTIFICATIONS SIGNATURE FORM (1 PAGE)

DELIVER ONE ORIGINAL AND TWO COPIES IN A SEALED ENVELOPE LABELED "ADA PARK IMPROVEMENTS" NO LATER THAN 2:00 PM, ON DECEMBER 19, 2024 TO: TOWN OF STAR VALLEY ATTN: EDIE CHAPIN, 3675 E. HIGHWAY 260, STAR VALLEY, AZ 85541.

FAXES ARE NOT ACCEPTABLE.

LATE BIDS WILL BE RETURNED UNOPENED.

**Town of Star Valley  
ADA Park Improvements  
BID FORM**

PROJECT IDENTIFICATION: **ADA Park Improvements Project**

CONTRACT IDENTIFICATION AND NUMBER: **CDBG #119-24**

THIS BID IS SUBMITTED TO: **Town of Star Valley  
3675 E. Highway 260  
Star Valley, AZ 85541**

BID AMOUNT: \_\_\_\_\_ (in numbers)

In Words: \_\_\_\_\_

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the Town of Star Valley in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for *30 days* after the day of bid opening. Bidder will sign and submit the Contract with the bonds and other documents required by the bidding requirements within *10 days* after the date of Notice of Award.
3. In submitting this bid, Bidder represents, as more fully set forth in the Contract, that:
  - a. Bidder has examined copies of all of the bidding documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
_____	_____
_____	_____

- b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
    - c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order #75-5 and all other applicable state and federal laws, regulations and Executive Orders.
    - d. Bidder acknowledges that the Town of Star Valley and CAG do not assume

responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.

- e. Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
  - f. Bidder has provided CAG written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the contract documents and the written resolution thereof by Engineer is acceptable to Bidder, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
  - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself/herself any advantage over any other Bidder or over the Town of Star Valley.
- 4. Bidder will complete the work in accordance with the contract documents for the price outlined on the attached bid schedule.
  - 5. Bidder agrees that the work (all or any combination of Activities) will be fully completed and ready for final payment within **180 calendar days** after the effective date of the Notice to Proceed.
  - 6. Bidder accepts the provisions of the Contract as to liquidated damages of **\$100 per day** for each consecutive calendar day in the event of failure to complete the work (all or any combination of Activities) within the times specified in the Contract.

7. The following documents are attached to and made a condition of this bid:
- a. Required Bid Security
  - b. Contractor Qualification Statement and supporting data
  - c. Project Schedule
  - d. Subcontractor and Material Suppliers List
  - e. LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
  - f. Certifications

8. Communications concerning this bid shall be addressed to:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Submitted on \_\_\_\_\_, 2024.  
(insert date)

State Contractor License No.: \_\_\_\_\_

Contractors may use AIA Document A305 - Contractor's Qualification Statement or this form to fulfill the qualification requirements of the bid.

## CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath to the truth and correctness of all statements and of all answer to questions made hereinafter.

**SUBMITTED TO:**

**ADDRESS:**

**SUBMITTED BY:**

**NAME:**

**ADDRESS:**

**PRINCIPAL OFFICE:**

- Corporation
- Partnership
- Individual

- Joint Venture
- Other

1. How many years has your organization been in business as a general contractor?
2. How many years has your organization been in business under its present business name?
  - a. Under what other or former names has your organization operated?
3. If a corporation, answer the following:
  - a. Date of incorporation:
  - b. State of incorporation:
  - c. President's name:
  - d. Vice-president's name(s):
  - e. Secretary's name:
  - f. Treasurer's name:



4. If an individual or a partnership, answer the following:
  - a. Date of organization:
  - b. Name and address of all partners (state whether general or limited partnership):
  
5. If other than a corporation or partnership, describe organization and name principals:
  
  
  
  
  
  
  
  
  
  
6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers. List states in which partnership or trade name is filed.
  
  
  
  
  
  
  
  
  
  
7. Your organization normally performs the following work with your own forces:
  
  
  
  
  
  
  
  
  
  
8. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:

9. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.
  
10. On a separate sheet, list major construction projects your organization has in process, giving the name of project, owner, Engineer, contract amount, percent complete, and scheduled completion date.
  
11. On a separate sheet, list similar projects your organization has completed in the past five years, giving the name of project, owner, Engineer, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.
  
12. On a separate sheet, list the construction experience of the key individuals of your organization.
  
13. Dated at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name of organization:

By:

Title:



Recipient: Town of Star Valley Contract No.: 119-24  
Activity No.: 2 Activity Name: ADA Park Improvements

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

1. I, the undersigned, am submitting a bid to (**name of recipient**): Town of Star Valley for the construction of the (**name of project**): Lime Street Improvements CDBG #119-24 and hereby acknowledge that the following items are included in the bid and will also be incorporated by reference into the contract, should I be selected as the contractor for the project.
  - a. Labor Standards Provisions (HUD 4010);
  - b. Wage Decision #AZ20240009 8/30/2024; Modification # 2; Bid Open Date December 19, 2024; and that
    - c. the correction of any infractions of the aforesaid conditions, including infractions by any of my sub-contractors and any lower tier sub-contractors, is my responsibility.
2. I hereby certify that:
  - a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
  - b. No part of the aforementioned contract is or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. I agree to obtain and forward to the aforementioned grantee a Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by each and every sub-contractor, preferably prior to or where circumstances do not allow within ten (10) days after the execution of any sub-contract, including those executed by his/her sub-contractors and any lower tier sub-contractors.
4. Further, I certify that:
  - a. The demographic and business information of the undersigned are:

Contractor Information									
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
\$									

\* See Demographic and Trade Code table below for information

Demographic and Trade Codes	
Race	Type of Trade Code
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

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

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

NAME

TITLE

ADDRESS



Recipient: Town of Star Valley Contract No.: 119-24  
Activity No.: 2 Activity Name: ADA Park Improvements

**LS-3: SUB-CONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

1. I, the undersigned, having submitted a bid or having executed a contract with:  
(contractor or sub-contractor): \_\_\_\_\_  
for (name of project): \_\_\_\_\_  
for (nature of work): \_\_\_\_\_  
in the amount of \$ \_\_\_\_\_ certify that:
  - a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;
  - b. Wage Decision # AZ20240009 09/01/2023 ; Modification # 2 ; are included in the aforementioned contract or bid.
  
2. I hereby certify that:
  - a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
  - b. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
  
3. Further, I certify that:
  - a. The demographic and business information of the undersigned are:

Contractor Information									
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
\$									

\* See Demographic and Trade Code table below for information

Demographic and Trade Codes	
Race	Type of Trade Code
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

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

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

NAME

TITLE

ADDRESS





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## ***CERTIFICATIONS***

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### **CIVIL RIGHTS**

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

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

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

**And, Rehabilitation Act of 1973, Section 503**, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

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

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

**And, Americans with Disabilities Act of 1990**, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

**And, Executive Order 11063**, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with

federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

**And, Executive Order 11246**, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over \$10,000 in government business in one (1) year.

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

**EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503**  
(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
  - a) Recruitment, advertising and job application procedures;
  - b) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - c) Rates of pay or any other form of compensation and changes in compensation;
  - d) Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
  - e) Leaves of absence, sick leave or any other leave;
  - f) Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
  - g) Activities sponsored by the contractor including social or recreational programs; and
  - h) Any other term, condition or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with

disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.
6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, 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 and will not be discriminated against on the basis of disability.

#### **PROCUREMENT OF RECOVERED MATERIALS**

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

#### **ACCESS TO RECORDS AND RECORDS RETENTION**

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

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Grantee, Consultants*, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

### **CONFLICT OF INTEREST**

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

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

### **ANTI-LOBBYING**

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned

shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

#### **BUILD AMERICA, BUY AMERICA ACT (BABA)**

1. The undersigned agrees to comply with the Build America, Buy America Act (BABA) as outlined below:

a. "On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. The waiver, published March 15, 2023, establishes a phased implementation schedule for application of the BAP to covered materials and HUD programs.

The BAP is applicable now to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022. For CPD, the BAP will apply next to iron and steel used in covered Recovery Housing Program (RHP) projects for funding obligated on or after August 23, 2023.



## CERTIFICATIONS SIGNATURE FORM

*Return this page with proposal.*

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

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(Typed/Printed Name of Official)

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(Signature of Official)

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(Typed/Printed Name of Firm)

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(Date)

**APPENDIX A:**

**Project Technical Specifications  
and Engineering Documentation**

# TECHNICAL SPECIFICATIONS

## TOWN OF STAR VALLEY TOWN PARK ACCESSIBILITY IMPROVEMENTS CDBG #119-24

These Technical Specifications supplement the Maricopa Association of Governments Uniform Standards and Details for Public Works Construction, and more fully describe the respective line items of construction work involved with the project. All provisions that are not supplemented remain in full force and effect.

### REFERENCED STANDARDS

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

- Uniform Standard Specifications and Details for Public Works Construction, 2024 Revision to the 2020 Edition, Maricopa Association of Governments (MAG).
- Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, 2021 Edition, latest revision.
- Manual on Uniform Traffic Control Devices (MUTCD), latest revision.
- Arizona Supplement to the MUTCD, ADOT, latest revision.
- Maricopa County Traffic Control Manual, September 2015, latest revision.
- Maricopa County Pavement Marking Manual, April 28, 2020, latest revision.

### GEOTECHNICAL EVALUATION & REPORT

No geotechnical investigation or evaluation was conducted for this project. Bidders/contractors shall satisfy themselves as to the local site conditions through close and careful site reconnaissance and performing any testing needed to prepare the bid and for construction of the project.

### COMPLIANCE WITH NOISE ORDINANCE

Construction work shall be scheduled to comply with the Town's Noise Ordinance and other applicable ordinances, rules, and regulations pertaining to construction activities.

### LINE ITEMS OF WORK

The various line items of construction work involved with the project, including the measurement and payment provisions, are set forth in the Bid Schedule, and are hereby described and defined starting on the next page.

## Project Overview

The Town Park is located at 3615 E Highway 260 in the Town of Star Valley on the south side of Highway 260 just west of Town Hall.



*Town Park Site Map*

The project generally consists of construction of a van accessible parking space with a 5 foot wide sidewalk connecting to each of the four locations as follows.

1. Picnic Pavilion & Group Lawn Area
2. Restroom Facilities Area
3. Splash Pad Area
4. Playground Area

The new accessible parking spaces and sidewalks shall be constructed of Portland Cement Concrete (PCC) pavement.

*MAG Standard Specifications & Details*

The following listing identifies MAG Standard Specification sections and Standard Details applicable and pertinent to this project.

<i>Spec. Section</i>	<i>Section Title</i>
201	Clearing and Grubbing
205	Roadway Excavation
211	Fill Construction
301	Subgrade Preparation
310	Placement and Compaction of Aggregate Base Course
324	Portland Cement Concrete Pavement (PCCP)
336	Pavement Matching and Surfacing Replacement
340	Concrete Curb, Gutter, Sidewalk, Curb Ramps, Driveway and Alley Entrances
345	Adjusting Frames, Covers and Valve Boxes
350	Removal of Existing Improvements
420	Chain Link Fences
702	Base Materials
725	Portland Cement Concrete
726	Concrete Curing Materials
727	Steel Reinforcement
729	Expansion Joint Filler
<i>Detail No.</i>	<i>Standard Detail Title</i>
131	Street Sign Base
230	Sidewalks

*Abbreviations*

- PCC            Portland Cement Concrete
- PCCP        Portland Cement Concrete Pavement

## **1. ADA VAN ACCESSIBLE PARKING SPACE, PC CONCRETE PAVEMENT, 8" DEPTH**

*Description:* PCC Concrete Pavement for the ADA van accessible parking space shall be constructed to an 8" minimum thickness and to the length, width, and configuration shown on the plans. Construction shall be in accordance with MAG Standard Specification Section 324, Portland Cement Concrete Pavement (PCCP), Section 340, and Concrete Cub, Gutter, Sidewalk, Curb Ramps, Driveway and Alley Entrance.

*Excavation.* The contractor shall excavate to the subgrade elevation of the proposed PCCP parking space. Suitable excavated soil material can be stockpiled and re-used for fill material where needed on the project only in non-roadway or non-parking areas. Unsuitable and/or excess soil material may be wasted on-site where directed by the project inspector provided the material is free of rocks larger than 3" in size and graded smooth with positive drainage.

*Subgrade Preparation.* The Contractor shall prepare the subgrade for the new 8" thick PC Concrete Pavement prior to its construction. Subgrade preparation shall be completed in accordance with MAG Section 301, Subgrade Preparation. The subgrade shall be scarified to a depth of 6" and re-compacted to 98% of the maximum dry density for the material and within the range of plus or minus 2% of the optimum moisture content per ASTM D698C (Standard Proctor density).

In any area where excavation is not required due to the existing rock surface being lower than the PCCP subgrade, the Contractor shall furnish, place, and compact aggregate base material to bring the existing rock surface to the required PCCP subgrade elevation. Aggregate base material shall meet the requirements of MAG Section 702, Base Materials. The AB material shall be compacted to 98% of the maximum dry density for the material and within the range of plus or minus 2% of the optimum moisture content per ASTM D698C (Standard Proctor density).

*Parking Space Construction.* The Contractor shall construct the new 8" depth of PCC Pavement to the lines and grades shown on the plans. Concrete shall be Class AA, 4,000 psi, per MAG Standard Specification Section 725, Portland Cement Concrete.

- The parking space cross-slope shall not exceed 1.5% (0.24 ft ) across the 16' width.
- The parking space longitudinal slope shall not exceed 4.0% (0.80 ft fall over the 20 ft length)

Hot weather or cold weather protection measures shall be employed when needed per ACI standards.

The PCCP shall be finished with a transverse broomed or finish. Construct the expansion and contraction joints and apply concrete curing compound as specified. All joints shall be filled with an approved non-tracking pour type joint sealant material per MAG Standard Specification Section 324 and 729.

*Included Work.* The concrete pavement section construction work shall include all materials, equipment, and labor costs to excavate to the subgrade depth, prepare the subgrade, and furnish, place, finish, joint, cure, seal, and complete the construction of the 8" thick PCCP per the plans and specifications.

*Measurement;* Measurement will be based on the square feet (SF) of 8" deep concrete pavement constructed to the required extent, cross-section, and elevations as established by the plan, specifications, and details and as measured on the ground by the Town Inspector.

*Payment:* Payment will be made at the bid unit price per square feet (SF) based on the measured quantity.

## 2. PARKING SPACE STRIPING, 6" WIDE WHITE LINES, THERMOPLASTIC STRIPING

*Specifications:* Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, 2021 Edition – latest revision, Section 704 – Thermoplastic Pavement Markings, and related sections.

*Description:* The work under this section shall include the application of white thermoplastic striping and shall conform to the requirements of Section 704 of the ADOT Standard Specifications.

*Construction.* This work shall consist of cleaning and preparing pavement surfaces and furnishing and applying white thermoplastic striping to the prepared pavement surface to the specified width and at the locations shown on the project plans. Application of the thermoplastic striping material shall also be done in accordance with the manufacturer's specifications and instructions, and the requirements of the ADOT specifications.

*Included Work.* The work shall include all materials, equipment, and labor costs to properly apply the white thermoplastic striping to a clean concrete pavement surface.

*Measurement:* White thermoplastic pavement striping for the accessible parking space with the access aisle will be measured by the linear feet (LF) of the specified **6" width** of satisfactorily applied and completed pavement markings.

*Payment:* The accepted quantities of white thermoplastic pavement striping will be paid for at the contract unit price per linear feet (LF) based on the measured quantity.

### **3. PARKING SPACE STRIPING, 12" WIDE WHITE LINES, THERMOPLASTIC STRIPING**

*Specifications:* Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, 2021 Edition – latest revision, Section 704 – Thermoplastic Pavement Markings, and related sections.

*Description:* The work under this section shall include the application of white thermoplastic striping and shall conform to the requirements of Section 704 of the ADOT Standard Specifications.

*Construction.* This work shall consist of cleaning and preparing pavement surfaces and furnishing and applying white thermoplastic striping to the prepared pavement surface to the specified width and at the locations shown on the project plans. Application of the thermoplastic striping material shall also be done in accordance with the manufacturer's specifications and instructions, and the requirements of the ADOT specifications.

*Included Work.* The work shall include all materials, equipment, and labor costs to properly apply the white thermoplastic striping to a clean concrete pavement surface.

*Measurement:* White thermoplastic pavement striping for the accessible parking space with the access aisle will be measured by the linear feet (LF) of the specified **12" width** of satisfactorily applied and completed pavement markings.

*Payment:* The accepted quantities of white thermoplastic pavement striping will be paid for at the contract unit price per linear feet (LF) based on the measured quantity.



#### 4. PAVEMENT MARKINGS, ADA SYMBOL

*Specifications:* Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, 2021 Edition – latest revision, Section 705 – Preformed Plastic Pavement Marking, and related sections.

*Description:* The Contractor shall furnish and apply a preformed thermoplastic alkyd ADA parking stall symbols (white symbol on blue field) at the size called out and at the location shown on the project plans (see image to right).



The extruded alkyd thermoplastic symbol shall be 0.090-inch (90 mils) thick.

*Construction.* This work shall consist of cleaning and preparing pavement surfaces and furnishing and applying the international ADA symbol to the prepared pavement surface at the locations shown on the project plans. Application of the thermoplastic alkyd symbol shall also be done in accordance with the manufacturer’s specifications and instructions, and the requirements of the ADOT specifications.

*Included Work.* The work shall include all materials, equipment, and labor costs to furnish and properly apply the extruded thermoplastic alkyd ADA parking stall symbols (white symbol on blue field) on a clean concrete pavement surface in accordance with Section 705 – Preformed Plastic Pavement Marking, of the ADOT Standard Specifications.

*Measurement:* Measurement will be based on each (EA) preformed extruded thermoplastic alkyd symbol, furnished and properly applied and affixed to the pavement surface as measured on the ground by the Town Inspector.

*Payment:* Payment will be made at the bid unit price for each (EA) symbol based on the measured and accepted quantity.

## 5. INSTALL SIGN ASSEMBLY, ADA & VAN ACCESSIBLE SIGNS ON POST

*Specifications:* Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, 2021 Edition – latest revision, Section 607 – Roadside Sign Supports, and Section 608 – Sign Panels, and related sections and details.

*Description:* The work under this section includes the installation of ADA and Van Accessible sign panels on a sign post that has been installed in a concrete foundation.

*Construction.* The Contractor shall construct a concrete foundation and install a 2” square perforated breakaway sign post and base at the locations shown on the plans and in accordance with ADOT Standard Specifications, Section 607 – Roadside Sign Supports.

The Contractor shall furnish and install an approved a D9-6 handicap parking sign and a D9-6P handicap sign placard per the MUTCD (see images to the right).

The sign panels shall be Type XI Sheeting in accordance with the details and at all locations shown on the project plans, and per the ADOT Standard Specifications Section 608 – Sign Panels.

Sign layout and design shall be in accordance with the current edition of the Manual of Uniform Traffic Control Devices.

*Included Work.* The work shall include all materials, equipment, and labor costs for the concrete foundation construction and for the installation of the breakaway slip base, 2” square sign posts, and the traffic sign panel and placard on the traffic sign post per the details and where shown on the plans.

*Measurement:* Measurement will be based on each (EA) ADA and Van Accessible parking sign assembly, including the sign foundation, slip base, sign post, and sign panels, measured as a complete sign assembly unit as measured by the Town Inspector.

*Payment:* Payment will be made at the bid unit price per each (EA) ADA and Van Accessible parking sign assembly based on the measured quantity.



## 6. SIDEWALK, 5" DEPTH

*Description:* PCC sidewalk shall be constructed to a 5" minimum thickness and to the length, width, and configuration shown on the plans. Construction shall be in accordance with MAG Standard Specification Section 340, Concrete Cub, Gutter, Sidewalk, Curb Ramps, Driveway and Alley Entrance, and MAG Standard Detail 230, Sidewalks.

**Excavation.** The contractor shall excavate to the subgrade elevation of the proposed sidewalk pavement. Suitable excavated soil material can be stockpiled and re-used for backfill material where needed on the project only in non-roadway or non-parking areas. Unsuitable and/or excess soil material may be wasted on-site where directed by the project inspector provided the material is free of rocks larger than 3" in size and graded smooth with positive drainage.

**Subgrade Preparation.** The contractor shall prepare the subgrade per MAG Section 301, Subgrade Preparation. The subgrade shall be scarified to a depth of 6" and re-compacted to 98% of the maximum dry density for the material and within the range of plus or minus 2% of the optimum moisture content per ASTM D698C (Standard Proctor density).

In any area where excavation is not required due to the existing rock surface being lower than the PCCP subgrade, the Contractor shall furnish, place, and compact aggregate base material to bring the existing rock surface to the required PCCP subgrade elevation. Aggregate base material shall meet the requirements of MAG Section 702, Base Materials. The AB material shall be compacted to 98% of the maximum dry density for the material and within the range of plus or minus 2% of the optimum moisture content per ASTM D698C (Standard Proctor density).

**Sidewalk Construction.** Construct the new 5" depth of PCC sidewalk on the compacted subgrade to the lines and grades shown on the plans. Concrete shall be Class AA, 4,000 psi, per MAG Standard Specification Section 725, Portland Cement Concrete. The new PCC sidewalk shall be finished with a transverse broomed finish. Construct the expansion and contraction joints and apply concrete curing compound as specified.

- The sidewalk cross-slope shall not exceed 1.5% (0.075 ft ) across the 5' width.
- The sidewalk longitudinal slope shall not exceed 5.0% (0.25 ft fall over a 5 ft length).

The finished concrete sidewalk shall be backfilled to the satisfaction of the Town Inspector.

**Included Work.** The work shall include all materials, equipment, and labor costs to excavate to the subgrade depth, prepare the subgrade, and to furnish, place, and construct the 5" deep concrete sidewalk section per the plans and specifications.

*Measurement:* Measurement will be based on the square feet (SF) of new 5" thick concrete sidewalk constructed as measured on the ground by the Town Inspector.

*Payment:* Payment will be made at the bid unit price per square foot (SF) based on the measured quantity.

## **7. REGRADE & RESURFACE PARKING AREAS**

*Description:* This section includes the restoration of the rock surfaced parking areas and driving surfaces where disturbed by construction of the accessible PCCP parking spaces and sidewalks.

*Construction.* The construction work for this project will disturb areas of the existing rock parking areas and driving surfaces to construct the new concrete pavements.

The Contractor shall regrade the disturbed parking and driving surfaces adjacent to the new PCCP sections to the limits of the disturbed areas leaving room above this graded surface for the placement of a new 2" thick layer of aggregate base course material. In limited areas, the new PCCP may be above the existing parking and driving surfaces requiring additional thickness of aggregate base course material to complete the work.

The newly graded transition surfaces of parking and driveway areas shall be resurfaced with a 2" *minimum* thick layer of compacted aggregate base material. Aggregate base material shall meet the requirements of MAG Section 702, Base Materials. The AB material shall be compacted to 98% of the maximum dry density for the material and within the range of plus or minus 2% of the optimum moisture content per ASTM D698C (Standard Proctor density).

The surface of the AB material placed adjacent to the PCCP sections shall be fine graded to be flush with the concrete pavement surface and to present a smooth rock surface that slopes down and away from the parking space or sidewalk at a slope of 4% to 15% as denoted on the plans.

The repair and resurfacing of the driveways shall be completed to the satisfaction and approval of the Town Inspector.

*Included Work.* The work shall include all materials, equipment, and labor costs to regrade the disturbed areas adjacent to the PCCP sections, and to furnish, place, compact, and finish grade the required depth (2" minimum) of AB material per the plans and specifications.

*Measurement:* Measurement will be based on the tons (TN) of aggregate base material placed and compacted to the required extent and depth as established by the plans, specifications, and details. Certified weight tickets for all aggregate base materials delivered to the project site and placed on the prepared subgrade surface shall be provided to the Town Inspector to document the tonnage.

*Payment:* Payment will be made on the bid unit price per ton (TN) based on the measured quantity.

## **8. RELOCATE EXISTING BOULDER**

*Specifications:* Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 430, Landscaping, Section 795, Landscape Material, and other related sections and details.

*Description:* The boulder designated on the plans for relocation shall be removed, salvaged, stockpiled on site, and replaced in its new location where denoted on the plan sheets.

*Included Work.* The work shall include all materials, equipment, supplies, and labor costs to remove, stockpile, place, and install the salvaged boulder in its new location per the plans and specifications, including any minor excavation work needed to properly embed and seat the boulder in the ground.

*Measurement:* Measurement shall be for each (EA) boulder satisfactorily relocated as confirmed by the Town Inspector.

*Payment:* Payment will be made for each (EA) boulder relocated as required to the satisfaction of the Town.

## 9. INSTALL CONCRETE CAR STOP PARKING BUMPER

*Description:* The Contractor shall furnish and install concrete car stop parking bumpers at the specified locations shown on the plan sheets.

*Materials.* The concrete car stop parking bumpers are to be made of reinforced concrete and measure 6 feet in length.

The parking curb stops are to be equivalent to Quikcrete 6' Concrete Car Stop Parking Bumpers, SKU 113CPB60, available through White Cap, and other sources.

The parking curb stops shall be similar in appearance to the image inserted to the right.

*Construction.* Furnish and install the concrete car stop parking bumpers where shown on the plans. The parking curb stops are to be held in place with 18" long rebar stakes driven through the predrilled holes into the rock surfaced parking area.



*Included Work.* The work shall include all materials, equipment, supplies, and labor costs as required furnish, install, and secure in place the 6-foot long concrete car stop parking bumpers.

*Measurement:* Measurement will be based on each (EA) concrete car stop parking bumper furnished and satisfactorily installed as confirmed by the Town Inspector.

*Payment:* Payment will be made at the bid unit price per each (EA) concrete car stop parking bumper based on the measured quantity.

## 10. REMOVE & REPLACE ARTIFICIAL GRASS TURF

*Description:* The work includes cutting and removing sections of the existing artificial grass turf from the splash pad area as needed to construct the new sidewalk, and then replacing the artificial grass turf sections against the new sidewalk as needed to blend into the existing setting.

*Construction.* The contractor shall remove the sections of the artificial grass turf by cutting them where needed to enable the construction of the new concrete sidewalk connecting to the splash pad curbing surround in the Town Park. After the sidewalk construction and backfill has been completed, the contractor shall fine grade and smooth the earth surface and then cut to fit and reinstall sections of the artificial grass turf to transition from the concrete sidewalk surface to blend into the existing artificial grass turf areas. The artificial grass replacement work shall be completed to the satisfaction of the Town.

*Included Work.* The work shall include all materials, equipment, supplies, and labor costs as required to remove sections of the existing artificial grass turf, prepare the graded surface, and cut to fit and replace sections of the existing artificial grass turf to restore the appearance of the turf area after the sidewalk construction has been completed.

*Measurement:* Measurement will be based on the square feet (SF) of satisfactorily completed removal and replacement of artificial grass turf as required to facilitate the new sidewalk construction.

*Payment:* Payment will be made at the bid unit price per square feet (SF) based on the measured quantity.





## 11. RECONSTRUCT FENCE SECTION TO CREATE A 6 FT OPENING

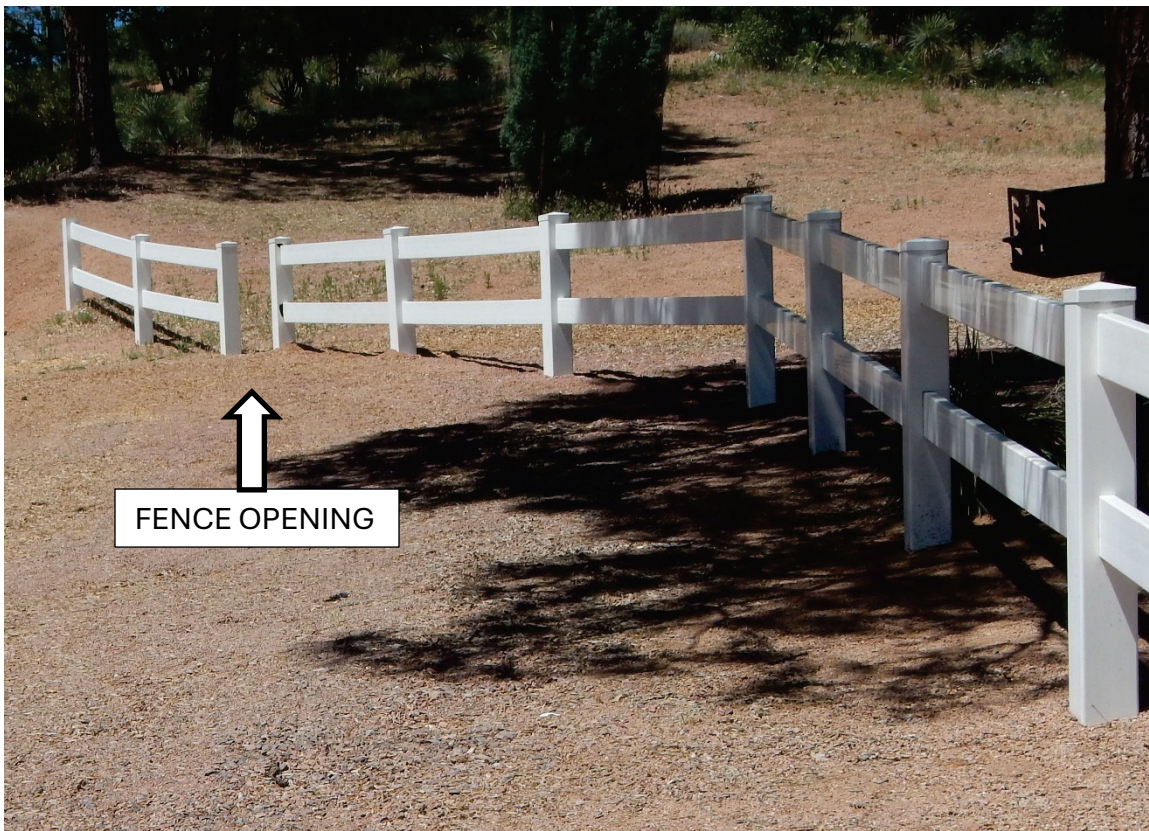
*Description:* The work includes removing the vinyl fence end posts and cutting the existing vinyl rails as needed to provide a 6-foot opening (existing fence opening is 4-feet), and resetting the fence end posts in the new location to straddle the new sidewalk as shown on the plans. The existing fence is a 2-rail white vinyl fence similar to Weatherables (US Vinyl) 3 ft high x 8 ft sections white 2-rail vinyl fencing (available through the Home Depot and other sources).

*Construction.* Reconstruction of the fencing to create a 6' wide opening shall be in accordance with the manufacturer's installation guide instructions. Contractor shall remove the existing end post with post cap and foundation. If post can be salvaged, it may be reused provided it is not damaged. If damaged, it shall be replaced with a new end post. Remove the existing rails and cut the rails to the correct length. Install the new or salvaged end post with cap in a new concrete foundation, and insert the cut rail sections to finalize the fence end section reconstruction per the manufacturer's instructions.

*Included Work.* The work shall include all materials, equipment, supplies, and labor costs as required to reconstruct the existing 2-rail vinyl fence end section to create a 6-foot opening for the new sidewalk.

*Measurement:* Measurement for the reconstruction of the existing fence end section to create a 6-foot opening shall be on a lump sum (LS) basis for the work completed to the satisfaction of the Town.

*Payment:* Payment will be made at the lump sum (LS) price indicated on the Bid Schedule, which amount shall be considered full compensation for all work required whether specifically stated or not.





## 12. CONSTRUCT NEW FENCE TO MATCH EXISTING WHITE SITE FENCING

*Description:* The work includes construction of new vinyl fencing where shown on the plans to match the existing white vinyl fencing found throughout the park (see picture below).



The existing fence is a 2-rail white vinyl fence similar to Weatherables (US Vinyl) 3 ft high x 8 ft sections white 2-rail vinyl fencing (available through the Home Depot and other sources). The new fence section shall include an 8-foot wide swing gate.

Materials. 2-Rail White Vinyl Fence to match the existing fencing found throughout the park.

- 36" (3') high white 2-rail vinyl fence in 8-foot sections (verify)
- End posts and gate posts (5"x5") with external post top caps (verify)
- 2-Rail Gate – double swing gate, 10' wide
- Armor Latch with locking mechanism for the swing gate is required with 3 keys provided to the Town of Star Valley.
- Concrete for post foundations, MAG Class A, 3,000 psi strength
- Stop – "Authorized Personnel Only Beyond This Point" Sign
- Hardware – all hardware and supplies needed to complete the installation



Construction. Contractor shall construct and install the new 2-rail white vinyl fence with a 10' wide double swing gate at the locations shown on the plans and in accordance with the manufacturer's installation instructions and guidelines. Each fence post, end post, and gate post shall be embedded in a concrete foundation per the manufacturer's recommendations. External post caps are required for each post. Rail sections can be cut to the correct length as needed.

The gate shall have an armor latch with a keyed lock. The swing of the gate shall open to the west unless otherwise directed by the Town. Three duplicate gate lock keys shall be provided to the Town of Star Valley.

The finished construction shall present a new fence built on a straight line with the top smoothly following the existing contour of the ground surface with similar appearance to the nearby fencing.

Sign. Contractor shall furnish and attach the “Authorized Personnel Only Beyond This Point” sign to the top rail near the center of the 8-ft wide double swing gate.

Included Work. The work shall include all materials, equipment, supplies, hardware, and labor costs as required to construct and install the 36” high, 2-rail, white vinyl fence with a locking 8’ wide gate, with the specified sign attached, complete and fully functional for the purposes intended.

*Measurement:* New vinyl fencing and gate will be measured by the linear feet (LF) of fencing constructed and installed to the satisfaction of the Town.

*Payment:* The accepted quantities of new vinyl fencing and gate will be paid for at the contract unit price per linear feet (LF) based on the measured quantity.

### **13. SITE BARRICADES & TRAFFIC CONTROL**

*Description:* The Contractor shall provide traffic control and safety protection for the public for the full duration of the project construction including site barricades and fencing as set forth herein and as shown on the plans.

Effective and safe pedestrian, bicycle, and vehicular traffic control is critically important for this project. The Contractor shall coordinate closely with Town officials throughout the duration of the project to ensure safe passage of pedestrians, bicyclists, and vehicular traffic around the construction work zone(s).

*Materials:*

- Site Safety Fencing – orange in color
- Traffic Control Devices – Barricades, cones, signage, flashing lights, and other standard traffic control devices shall be used that are meet MUTCD standards.

*Construction:*

- The work site area(s) may be closed to all traffic for the duration of the work.
- The Contractor shall install work site barricades, safety fencing, and other traffic control devices and measures as needed and required to protect the public from the work sites and construction traffic.
- Traffic control devices set in place shall be maintained for the full duration of the construction period.
- The Contractor shall promptly remove all traffic control devices and measures once the construction has been completed and accepted by the Town.
- Separate sections of project that have been completed in advance of other project work zones shall be reopened as soon as the area of the project site has been restored and approved by the Town.
- This construction item includes any and all barricades, barrels, cones, safety fencing, lights, directional pedestrian routing, signing, and development and implementation of an approved traffic control plan.
- Traffic control shall meet all requirements of the Town and the Manual on Uniform Traffic Control Devices.

*Measurement:* Measurement for site barricades and fencing shall be on a lump sum (LS) basis for all labor, equipment, materials, rentals, permits, and supplies involved in full time traffic control for the total duration of construction activities as required.

*Payment:* Payment shall be a partial lump sum (LS) amount for the previous month based on the prorated percentage completion of the total contract (e.g. 1/4 of the LS amount each month on a project with a 4-month schedule).

### **13. MOBILIZATION**

*Description:* The work under this item shall consist of preparatory work and operations, including but not limited to, the movement of personnel, equipment, materials, supplies, and incidentals to the project site; the establishment of restroom facilities; and storage/staging facilities necessary for work on the project; and for all other work and operations that must be performed and costs incurred prior to beginning work on the various construction items at the project site.

The mobilization/demobilization work shall also include the movement of personnel, equipment, materials, supplies, tools, and other items from the site following completion of construction activities and restoration of any site(s) used for Contractor storage and staging.

*Staging and Storage Area:*

The Contractor is responsible for locating a suitable storage and staging area for the project. The constitution staging and storage area may be located within the park, but the location is subject to the approval of the Town of Star Valley.

*Site Use and Clean-up:*

Fine grading of disturbed surfaces; returning staging areas and disturbed areas of construction to their original condition (or better), and including reseeding, if required. Bid price shall include all costs associated with implementation of street sweeping as necessary to eliminate tracked dirt, mud, and debris from the project site onto paved surfaces via construction vehicle traffic and local traffic as a storm water management, pollution, and sediment control mitigation measure.

Sweeping and dust control shall be monitored and performed daily as needed and as may be requested by the Town Inspector. Staging areas shall be provided with security fencing and a scrubber pad to keep from tracking dirt/mud onto street surfaces, frequent housekeeping cleanup, and restoration of site to a condition as good if not better than found prior to construction. Dust control measures (including spraying water and/or dust palliatives on disturbed ground surfaces) are to be employed as needed to minimize fugitive dust from project activities.

*Measurement:*

Mobilization will be measured as a complete lump sum (LS) item of work.

*Payment:*

Payment will be made at the lump sum (LS) price indicated on the Bid Schedule, which amount shall be considered full compensation for all work associated with this bid item, whether specifically stated or not, and as needed for complete mobilization to the site and demobilization and clean-up when leaving the site.

Include in the lump sum price all costs to mobilize for the project such as moving equipment, trucks, and personnel, both to the site and off the site upon completion of the work. Also include expenses for bonds, licenses, permits, project insurance, project coordination, materials, quality control testing, testing coordination, shop drawings and submittals, storage of materials, removal and disposal of construction debris, and the temporary supplies, power, and telephone, all necessary for the execution of the work.

Payment will be made in two separate amounts:

1. The first payment shall be made with the Contractor's initial billing invoice and shall be 75% of the contract lump sum amount for mobilization.
2. The second and final payment shall be made as part of the Contractor's final close-out billing invoice once the project has been fully completed and accepted by the Town and shall be 25% of the contract lump sum amount for mobilization and site restoration.

## **INCIDENTAL ITEMS**

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

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

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

- The Contractor shall establish an account with the Town of Star Valley to acquire water used for construction purposes, so there is a record of the water usage. The Town will designate a hydrant to use and will provide a meter for this purpose. The Town of Star Valley will provide water to the Contractor as needed for construction activities at no cost to the project. Contact Dean Shaffer, Water Systems Manager, at 928-978-2286 to coordinate this activity. The cost of associated work for water used are incidental to the overall project.

### **Construction Surveying and Staking for all Improvements**

- The total cost for all labor, materials, and equipment associated with construction surveying and staking including, but not limited to, elevations and the staking of the improvements, fixtures, and appurtenances, utilities, removals, new paving, signage, striping/markings, and other associated improvements for construction purposes. Any survey monuments that are disturbed during construction activities shall be replaced by a registered land surveyor at the Contractor’s expense.

### **Quality Control Testing**

- The Contractor is responsible for quality control testing. The Contractor shall provide the testing and inspection services required by the Contract Documents and other such test necessary to assure the quality of the work.
- Contractor shall provide all pre-construction, during-construction, and post-construction testing required by the MAG standards, ADOT testing guidelines, and the project’s contract documents.
- When not specifically called out in the MAG Standard Specifications, testing frequency minimums are governed by the Arizona Department of Transportation Materials Quality Assurance Program manual, Appendix C, Sampling Guide Schedule, latest edition (June 19, 2019).
- The Contractor shall provide all test results to the Town, the Engineer of Record, and the Town Inspector within 48 hours of completion of the testing.
- Be advised the Town may provide quality assurance testing as needed to verify the quality of the work and to satisfy themselves that the work has been constructed in compliance with the plans, specifications, and bid/contract documents.

### **Record Drawings**

- Accurate red-lined “as-built” drawings of all pavements, street reconstruction, sidewalks, driveway construction, installed and constructed water lines, fixtures (including valves, meter boxes, and

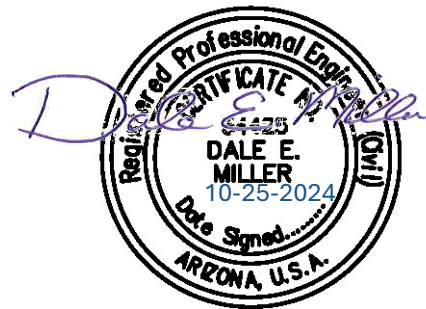
fittings), appurtenances, signs, markings, utilities, services, other improvements, and any encountered existing utility, whether shown on the plans or not, shall be provided to the Town and the Engineer of Record upon completion of the construction.

- The location of all installed and constructed features shall be dimensioned, with the location based on identifiable surface features.
- Two weeks prior to final contract settlement, full record (as-built) drawings and data will be required.

**Other Items**

- Removal and re-installation of miscellaneous existing signs called out on the plans and as may be required based on site conditions. Signs to be installed at a location approved by the Town.
- There may be other items of work shown and called for on the plans.

*End of Technical Specifications Section*





# TOWN PARK ACCESSIBILITY IMPROVEMENTS

## TOWN OF STAR VALLEY

### CDBG CONTRACT #119-24

A PORTION SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 11 EAST OF THE  
GILA AND SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA

#### HORIZONTAL CONTROL

MODIFIED STATE PLANE - NATIONAL GEODETIC SURVEY (NGS)  
GEODETIC NORTH BASED ON: NGS CT2 PID DK7985

PROJECTION: ARIZONA STATE PLANE EAST (EPOCH 2010),  
INTERNATIONAL FEET, GEOID MODEL 18

CONTROL POINT: PNT 99 - NGS CT2 PID DK7985  
STEEL ROD ENCASED IN CONCRETE

LAT: N 33° 22' 47.32757"  
LONG: W 110° 46' 57.42124"

STATE PLANE COORDINATES  
NORTHING: 866,276.52  
EASTING: 511,977.20

MODIFIED TO GROUND AT LAT AND LONG NOTED ABOVE WITH  
A COMBINED FACTOR OF 0.99975989

#### BENCHMARK

THE BENCHMARK USED FOR THIS SURVEY IS A REBAR WITH RED CAP  
MARKED RICK POINT #99. POSITION ESTABLISHED THROUGH THE USE OF  
OBTAINING AN OPUS SOLUTION WITH A STATIC SURVEY.

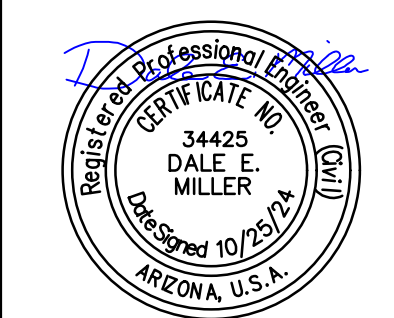
OPUS FILE: 99 TR890588140722  
STATE PLANE COORDINATES:  
N 1185069.957  
E 367864.963  
LATITUDE N34°15'09.10454"  
LONGITUDE E111°15'56.1366"  
ELEVATION = 4674.78 (NAVD88)

#### ENGINEER

RICK ENGINEERING COMPANY  
2401 W PEORIA AVENUE #130  
PHOENIX, ARIZONA 85029  
CONTACT: DALE MILLER, PE  
PHONE: (480) 522-0330  
EMAIL: DMILLER@RICKENGINEERING.COM

#### OWNER

TOWN OF STAR VALLEY  
3675 E HWY 260  
STAR VALLEY, AZ 85541  
CONTACT: TIMOTHY GRIER, TOWN MANAGER  
PHONE: (928) 472-7752  
EMAIL: TOWNMANAGER@STARVALLEYAZ.COM



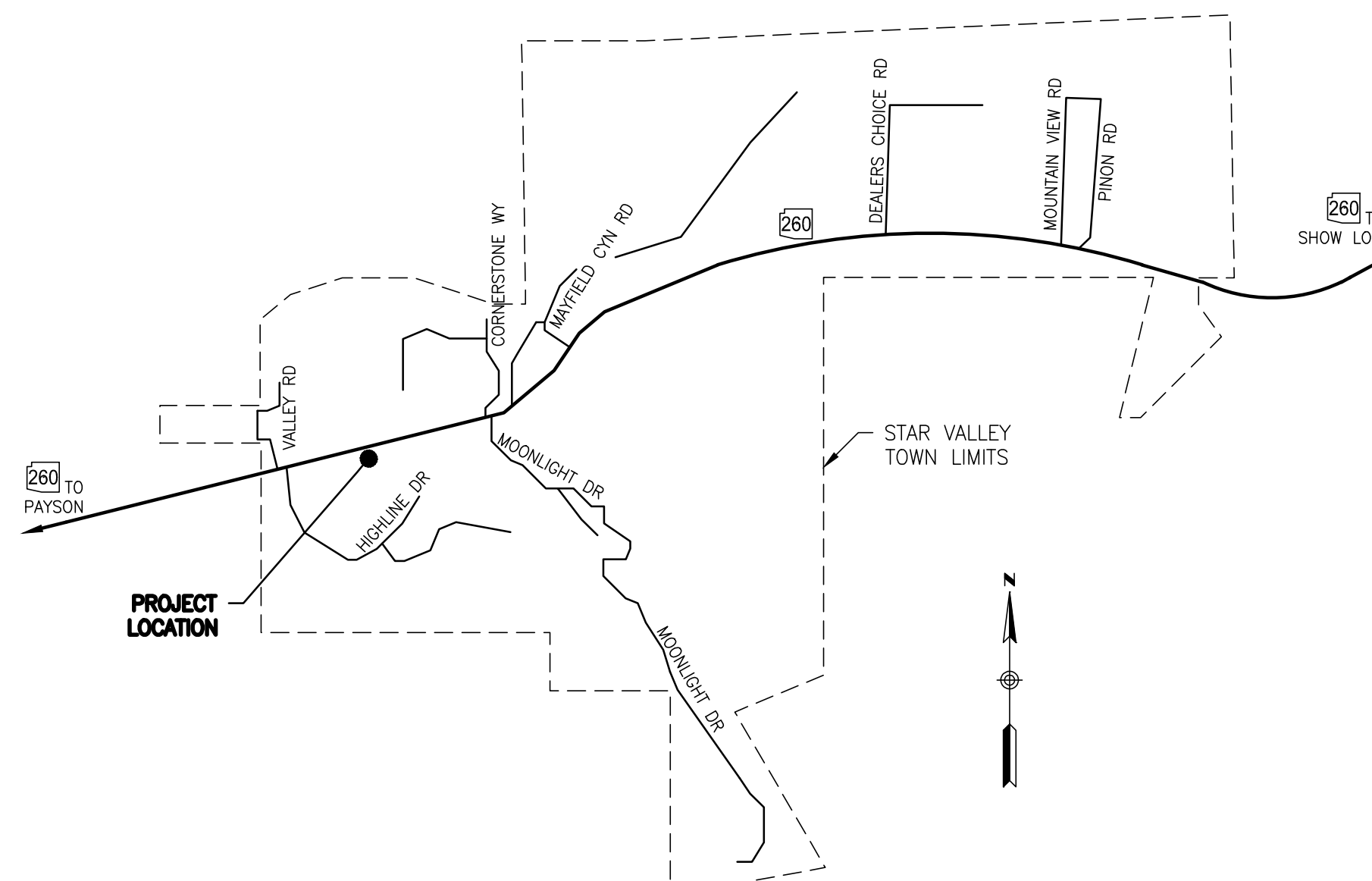
Sheet Number	Sheet Title	Sheet Description	
1	CV-01	COVER SHEET	
2	GN-01	GENERAL NOTES	
3	DT-01	DETAILS	
4	PL-01	PCC PAVING PLAN	PICNIC PAVILION & LAWN AREA
5	PL-02		RESTROOM FACILITIES
6	PL-03		SPLASH PAD
7	PL-04		PLAYGROUND AREA

#### UTILITY COORDINATION

UTILITY OWNER	UTILITY	REPRESENTATIVE	PHONE NO.
ARIZONA PUBLIC SERVICE	ELECTRIC	LOCATE DEPARTMENT	(602) 493-4225
LUMEN	TELECOMMUNICATIONS	SADIE HULL	(918) 547-0147
ALLIANT GAS	GAS	VINCE BEELER	(928) 474-2294
SUDDENLINK	TELECOMMUNICATIONS	MIKE KARN	(928) 554-4719
TOWN OF STAR VALLEY	WATER	DEAN SHAFFER	(928) 474-5177

#### ESTIMATED QUANTITIES

ITEM #	ITEM DESCRIPTION	QTY	UNIT
1	ADA VAN ACCESSIBLE PARKING SPACE, PC CONCRETE PAVEMENT, 10" DEPTH	1,280	SF
2	PARKING SPACE STRIPING, 6" WIDE WHITE LINES, THERMOPLASTIC STRIPING	160	LF
3	PARKING SPACE STRIPING, 12" WIDE LINES, THERMOPLASTIC STRIPING	170	LF
4	PAVEMENT MARKING - ADA SYMBOL	4	EA
5	INSTALL SIGN ASSEMBLY, ADA & VAN ACCESSIBLE SIGNS ON POST	4	EA
6	SIDEWALK, 5" DEPTH	2,410	SF
7	REGRADE & RESURFACE PARKING AREAS	25	TN
8	RELOCATE EXISTING BOULDER	1	EA
9	INSTALL CONCRETE CAR STOP PARKING BUMPER	6	EA
10	REMOVE & REPLACE ARTIFICIAL GRASS TURF	75	SF
11	RECONSTRUCT FENCE SECTION TO CREATE A 6 FT OPENING	1	LS
12	CONSTRUCT NEW FENCE TO MATCH EXISTING WHITE SITE FENCING	30	LF
13	SITE BARRICADES & TRAFFIC CONTROL	1	LS
14	MOBILIZATION	1	LS



VICINITY MAP  
(NOT TO SCALE)

2401 W PEORIA AVE, SUITE 130  
PHOENIX, AZ 85029  
602-957-3350  
rickengineering.com  
SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO  
SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER  
PROJECT NO: 7140  
DATE: 10/25/2024  
DRAWN/DESIGNED BY: K. ROECKNER  
CHECKED BY: D. MILLER

TOWN PARK ACCESSIBILITY IMPROVEMENTS  
TOWN OF STAR VALLEY, ARIZONA  
COVER SHEET



DRAWING NO.  
CV-01  
SHEET NO. 1 OF 7

\\shk\file\PO0500\7140\_Town\_Pk\_Improvements\Civil\PlanSheets\7140-CV01.dwg - plotted by: kroeckner ON 2024-10-24 @ 16:15 - d:\brec\_nsc\ctb - © 2024 Rick Engineering Company



# RICK ENGINEERING COMPANY NOTES

## GENERAL

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL IMPROVEMENTS ARE BUILT, CONSTRUCTED, AND/OR INSTALLED IN ACCORDANCE WITH THESE PROJECT PLANS AND THE TECHNICAL SPECIFICATIONS FOR THE WORK
2. THE CONTRACTOR IS RESPONSIBLE FOR THE SURVEY, LAYOUT, AND STAKING OF THE PROPOSED IMPROVEMENTS FOR CONSTRUCTION PURPOSES
3. IF THERE ARE ANY QUESTIONS REGARDING THE PLANS OR THE INTENT OF THE DESIGN, THE CONTRACTOR SHALL CONTACT THE ENGINEER AND DISCUSS THE ISSUE SO THAT IT IS CLARIFIED OR RESOLVED PRIOR TO THE START OF CONSTRUCTION
4. THE CONTRACTOR SHALL TAKE THE NECESSARY STEPS AND PRECAUTIONS TO PROTECT AND SAFEGUARD ADJACENT IMPROVEMENTS AND PROPERTY FROM DAMAGE DUE TO CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS PROJECT
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND OBTAINING ANY PERMITS NEEDED TO COMPLETE THE PROJECT, POTENTIALLY INCLUDING AN AGENCY BUSINESS LICENSE, RIGHT OF WAY WORK PERMIT, WATER USAGE AGREEMENT, ETC., AND INCLUDE THE COSTS FOR THE SAME, IF ANY, IN THE PROJECT BID PRICES
6. THE CONTRACTOR SHALL ALSO EMPLOY EFFECTIVE STORM WATER MANAGEMENT TO PREVENT EROSION AND/OR SILT AND DEBRIS FROM LEAVING THE CONSTRUCTION SITE DURING THE ENTIRE DURATION OF THE PROJECT BY APPROPRIATE MEANS INCLUDING THE USE OF SAND BAGS, WADDLES, HAY BALES, TEMPORARY SILTATION BASINS, SILT DIKES/DAMS, SHORING, ETC.
7. ALL PROJECT IMPROVEMENTS INCLUDING BUT NOT LIMITED TO MANHOLE FRAMES, VALVE BOXES, VAULTS, HANDHOLES, FIRE HYDRANTS, ETC., SHALL BE SET OR RESET TO FINISHED GRADE OF THE SURROUNDING GROUND OR PAVEMENT SURFACE WHETHER OR NOT SPECIFICALLY CALLED OUT ON THE PLANS OR IN THE SPECIFICATIONS
8. QUANTITIES SHOWN ON THE PLANS ARE ESTIMATES ONLY FOR BIDDING PURPOSES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES AND NOTIFYING THE OWNER AND THE ENGINEER IF ANY SIGNIFICANT DIFFERENCES HAVE BEEN IDENTIFIED.

## UTILITIES

1. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES OR UTILITY STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM UTILITY MAPPING PROVIDED BY THE VARIOUS UTILITY COMPANIES BASED ON AN AZ811 UTILITY MAPPING REQUEST
2. THE LOCATION OF THE UTILITIES MAY OR MAY NOT BE ACCURATELY SHOWN ON THE UTILITY MAPPING PROVIDED AND ON THE PROJECT PLANS
3. THERE MAY BE OTHER UTILITY LINES AND FACILITIES PRESENT THAT ARE IN SERVICE OR HAVE BEEN ABANDONED WITHIN THE PROJECT CORRIDOR OR AREA THAT ARE NOT SHOWN ON THE MAPPING AND ON THE PLANS
4. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING AZ811 (BLUE STAKE) PRIOR TO COMMENCING ANY DIGGING ACTIVITIES TO HAVE THE LOCATIONS OF THE UTILITIES MARKED IN THE FIELD AT THE PROJECT SITE
5. THE CONTRACTOR IS ALSO RESPONSIBLE FOR VISUALLY INSPECTING THE MARKED UTILITIES AT THE PROJECT SITE TO ASCERTAIN IF ANY POTENTIAL CONFLICTS EXIST BETWEEN THE PROPOSED IMPROVEMENTS UNDER THIS PROJECT AND THE EXISTING UTILITY FACILITIES
6. THE CONTRACTOR SHALL 'POTHOLE' TO DETERMINE THE EXACT LOCATION AND DEPTH OF EXISTING UTILITY FACILITIES TO IDENTIFY ANY POTENTIAL CONFLICTS BETWEEN UTILITY FACILITIES AND THE PROPOSED IMPROVEMENTS AND, IF NEEDED, REVIEW THE INFORMATION WITH THE OWNER AND THE ENGINEER TO RESOLVE ANY POTENTIAL CONFLICT PRIOR TO CONSTRUCTION
7. THE CONTRACTOR SHALL OBSERVE ALL POSSIBLE PRECAUTIONS WHEN WORKING IN CLOSE PROXIMITY TO EXISTING UTILITY LINES AND/OR STRUCTURES TO PROTECT THE SAME AND AVOID ANY DAMAGE TO THE UTILITY FACILITIES
8. SHOULD ANY UTILITY FACILITY BE DAMAGED BY THE CONTRACTOR'S ACTIVITIES, THE CONTRACTOR SHALL CONTACT AND COORDINATE WITH THE UTILITY OWNER FOR THE REPAIR OF THE FACILITY AT NO ADDITIONAL COST TO THE PROJECT

## CONSTRUCTION JOBSITE SAFETY

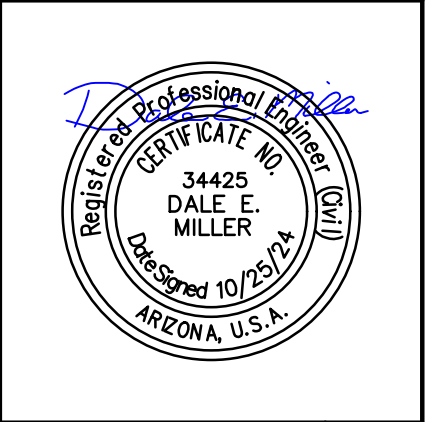
1. THE CONTRACTOR ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY
2. THIS SAFETY REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS
3. THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER
4. NEITHER THE OWNER NOR THE ENGINEER WILL ENFORCE SAFETY MEASURES OR REGULATIONS
5. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF ALL SAFETY DEVICES INCLUDING SHORING
6. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS, AND REGULATIONS
7. THE CONTRACTOR SHALL FOLLOW THE GUIDELINES AND REGULATIONS AS SET FORTH BY OSHA CONCERNING THE PROJECT WORK AND JOBSITE ACTIVITIES

PROJECT EARTHWORK (APPROXIMATE):

TOTAL CUT	TOTAL FILL	WASTE
43 CY	22 CY	21 CY (C)

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALCULATE EARTHWORK QUANTITIES AND SUBMIT A BID THEREON. EARTHWORK QUANTITIES SHOWN HEREON ARE ESTIMATED FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT TO BE USED FOR BIDDING OR PAYMENT QUANTITIES.

NO.	BY	DATE	REVISION



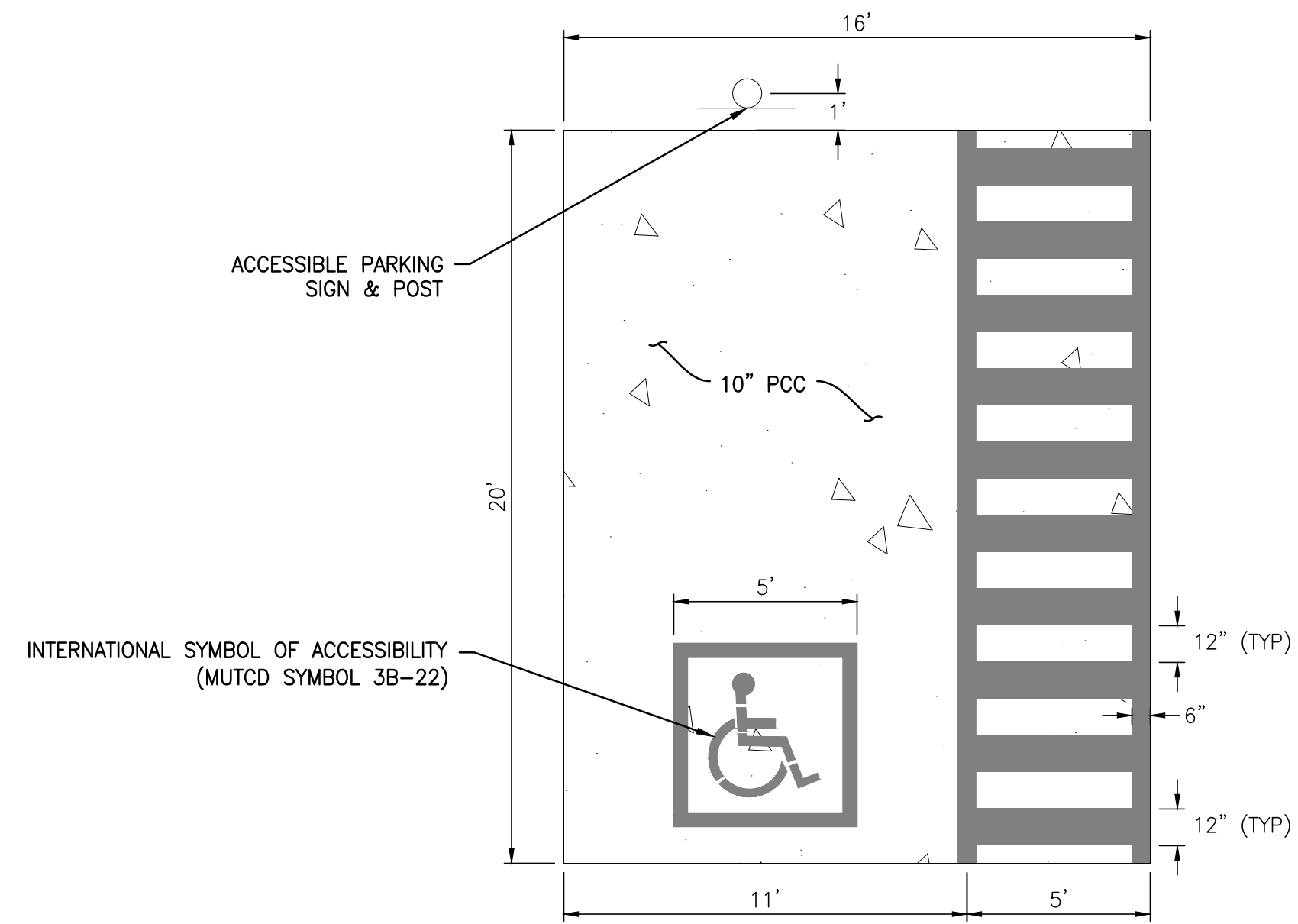
**602-957-3350**  
**rickengineering.com**  
**RICK**  
 SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO  
 SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER  
**2401 W PEORIA AVE, SUITE 130**  
**PHOENIX, AZ 85029**  
 PROJECT NO: 7140  
 DATE: 10/25/2024  
 DRAWN/DESIGNED BY: K. ROECKNER  
 CHECKED BY: D. MILLER

**TOWN PARK ACCESSIBILITY IMPROVEMENTS**  
 TOWN OF STAR VALLEY, ARIZONA  
**GENERAL NOTES**



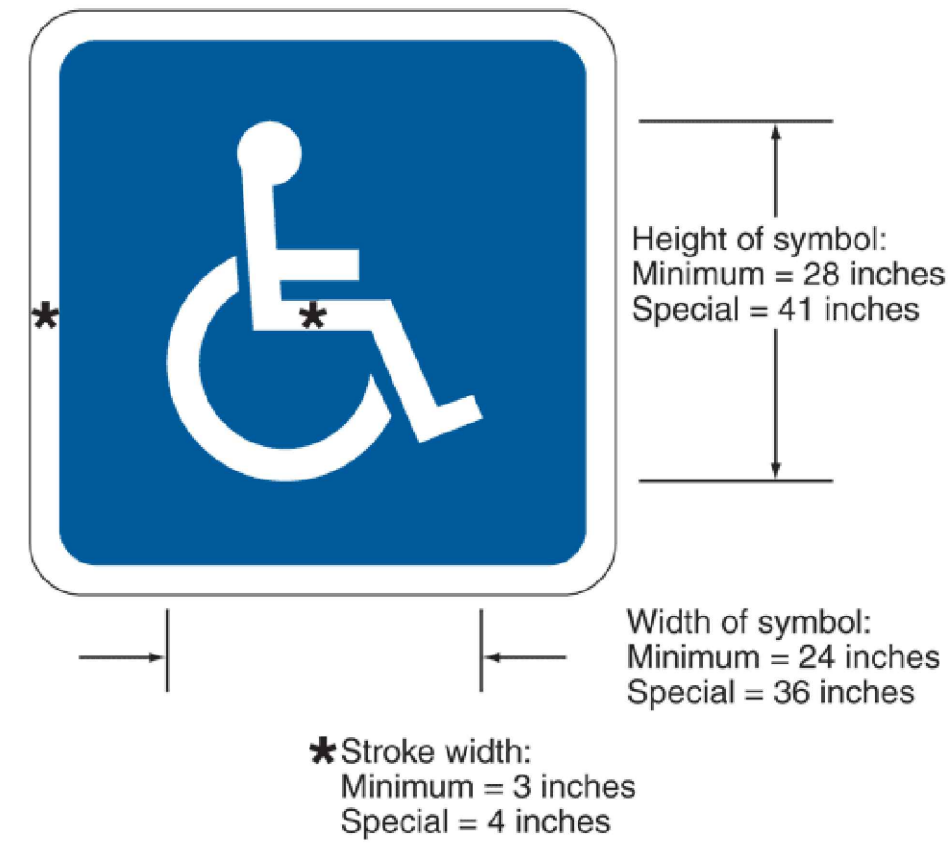
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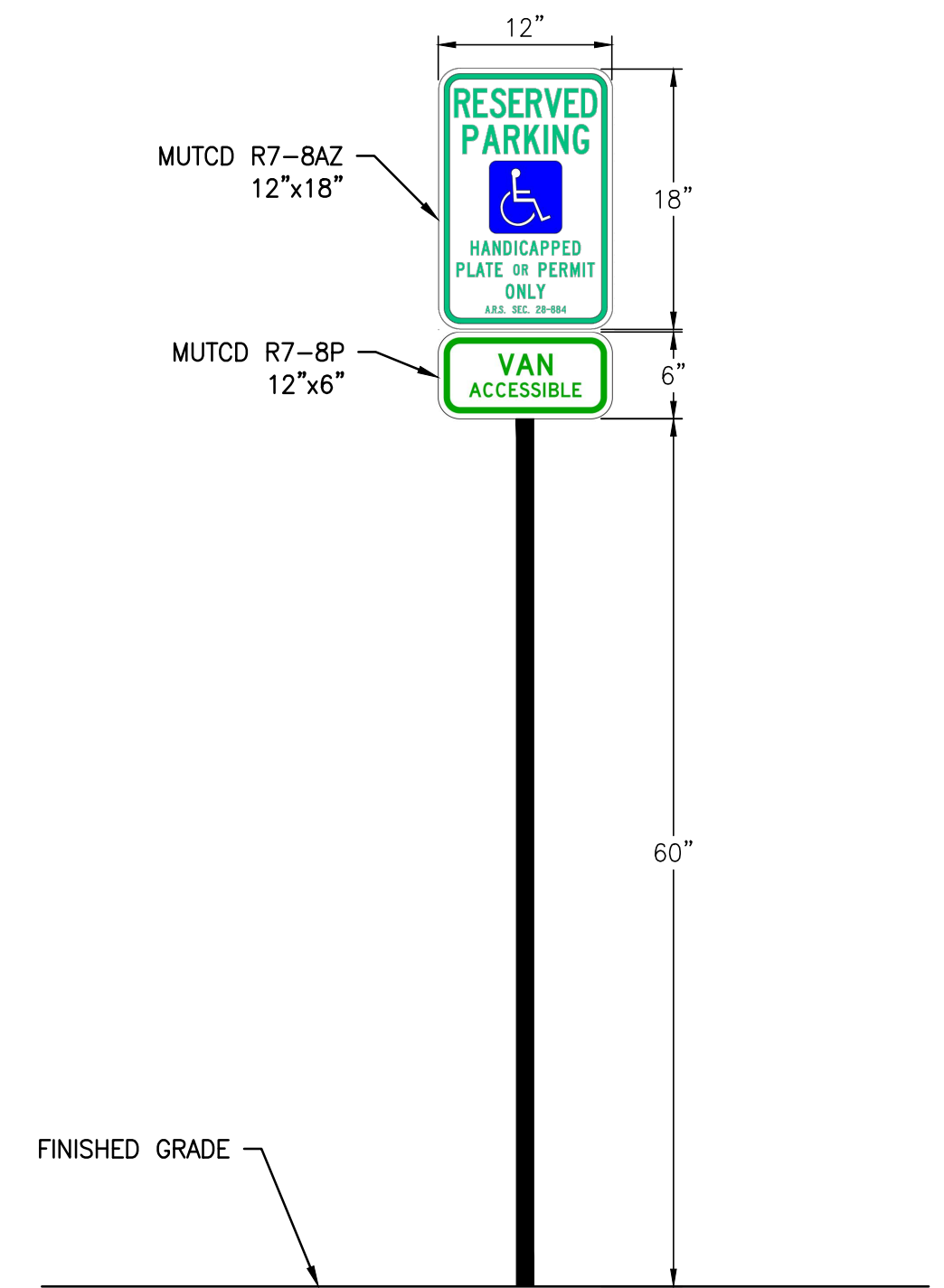


**A** ACCESSIBLE PARKING SPACE DETAIL  
SCALE: 1" = 4'

**Figure 3B-22. International Symbol of Accessibility Parking Space Marking**

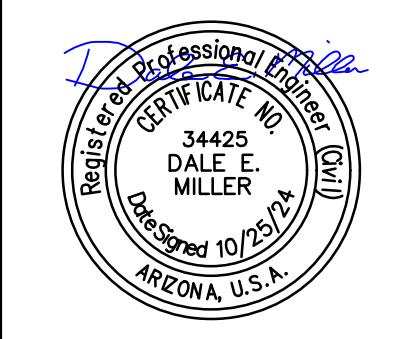


**B** ACCESSIBLE PARKING MARKING  
MUTCD FIGURE 3B-22 — NO SCALE



**C** ACCESSIBLE PARKING SIGN DETAIL  
NO SCALE

NO.	BY	DATE	REVISION

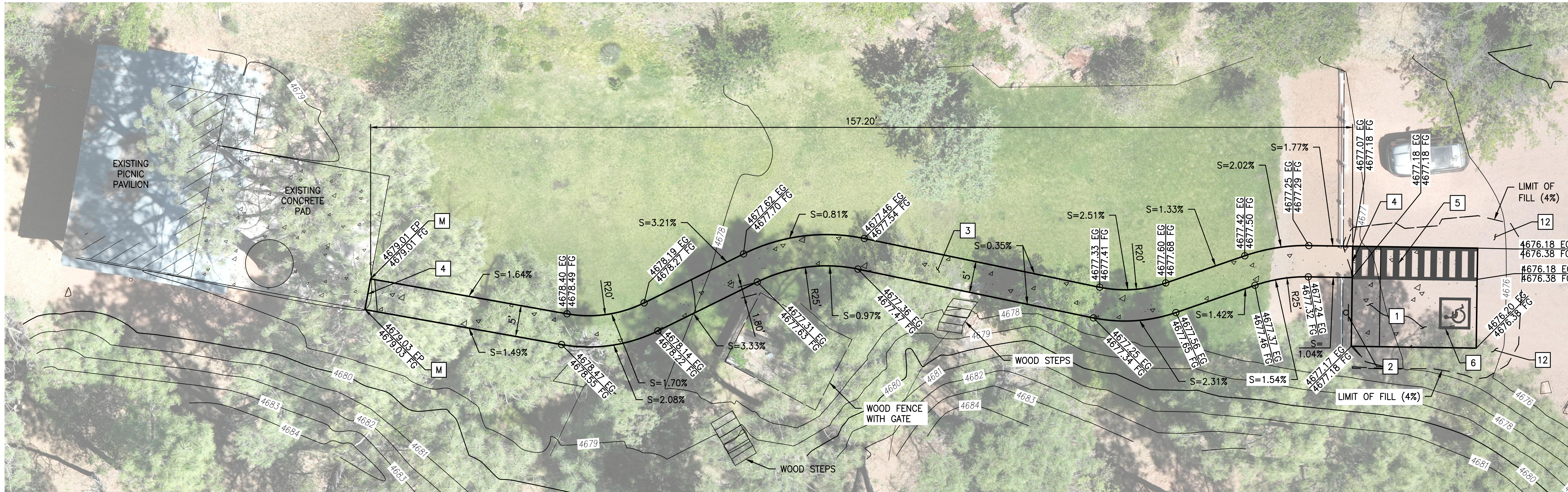


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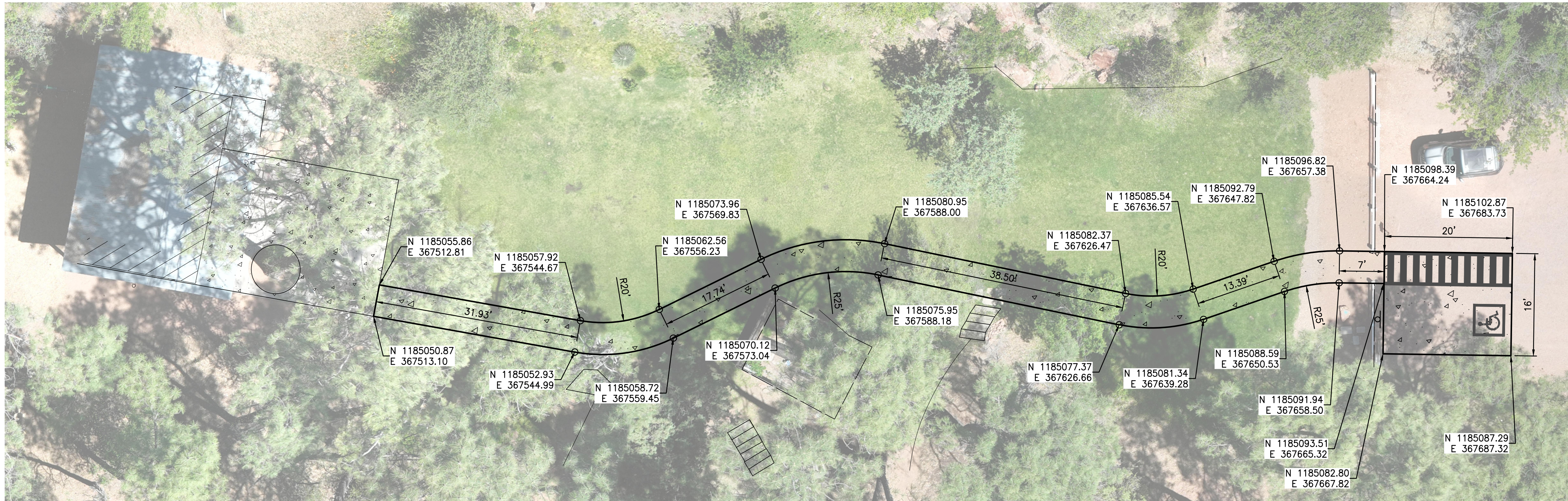
**TOWN PARK ACCESSIBILITY IMPROVEMENTS**  
 TOWN OF STAR VALLEY, ARIZONA  
**DETAILS**







**PAVING PLAN**



**HORIZONTAL CONTROL**

**CONSTRUCTION NOTES**

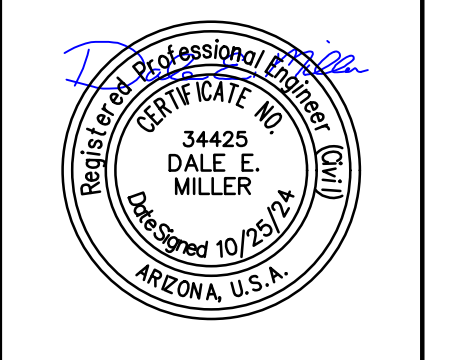
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P	PROTECT IN PLACE
S	SAWCUT & MATCH EXISTING
M	MATCH EXISTING



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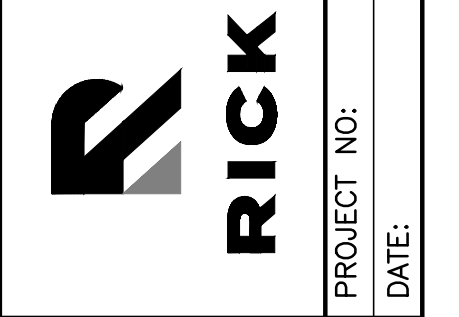


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PROJECT NO: 7140 DRAWN/DESIGNED BY: K. ROECKNER  
DATE: 10/25/2024 CHECKED BY: D. MILLER

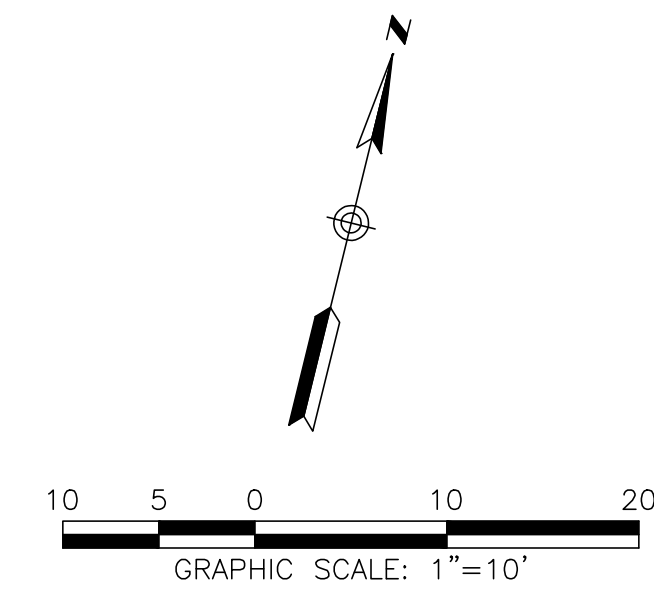


**TOWN PARK ACCESSIBILITY IMPROVEMENTS**  
TOWN OF STAR VALLEY, ARIZONA

**PCC PAVING PLAN**  
**PICNIC PAVILION & LAWN AREA**

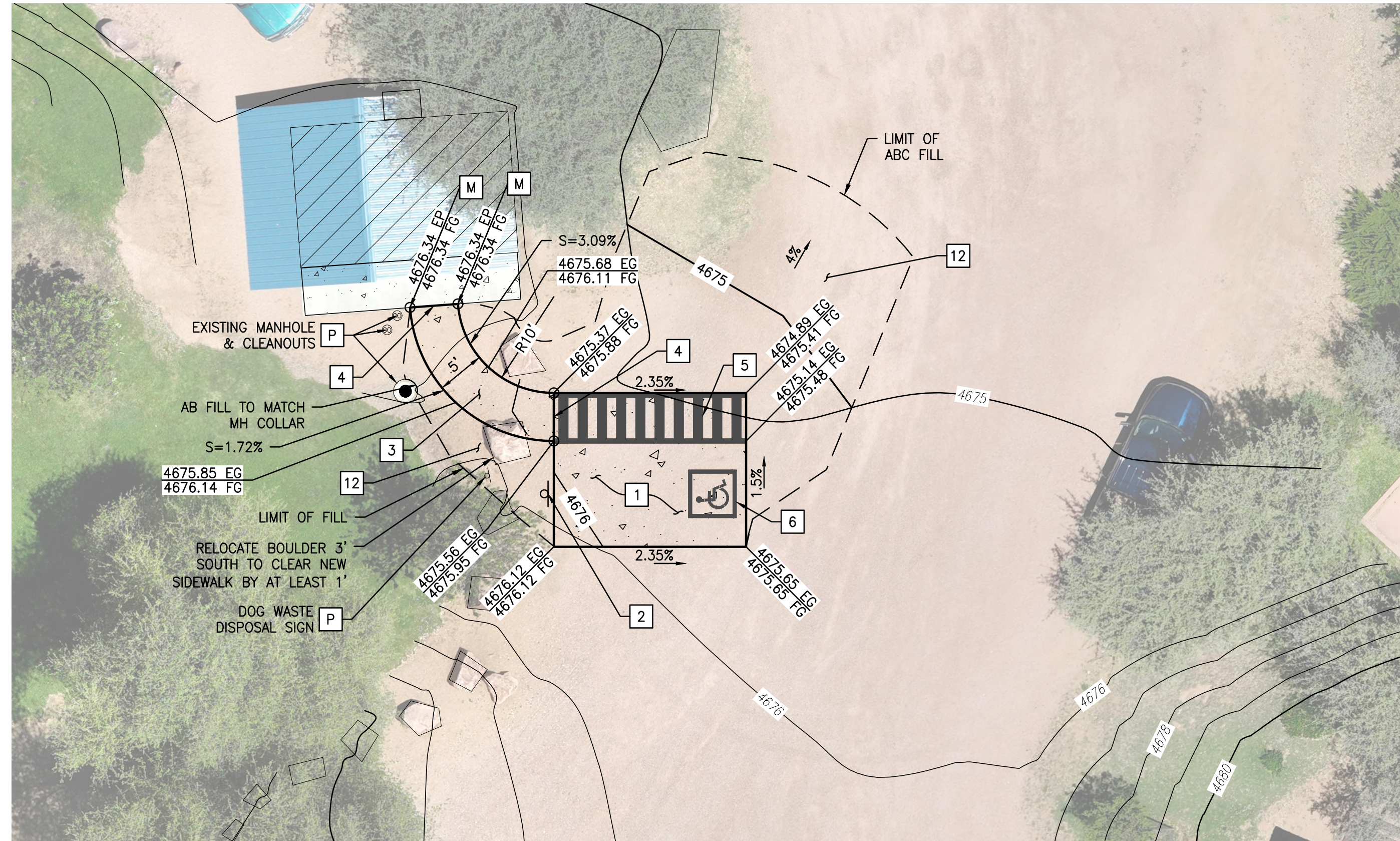


DRAWING NO.  
**PL-01**  
SHEET NO. 4 OF 7

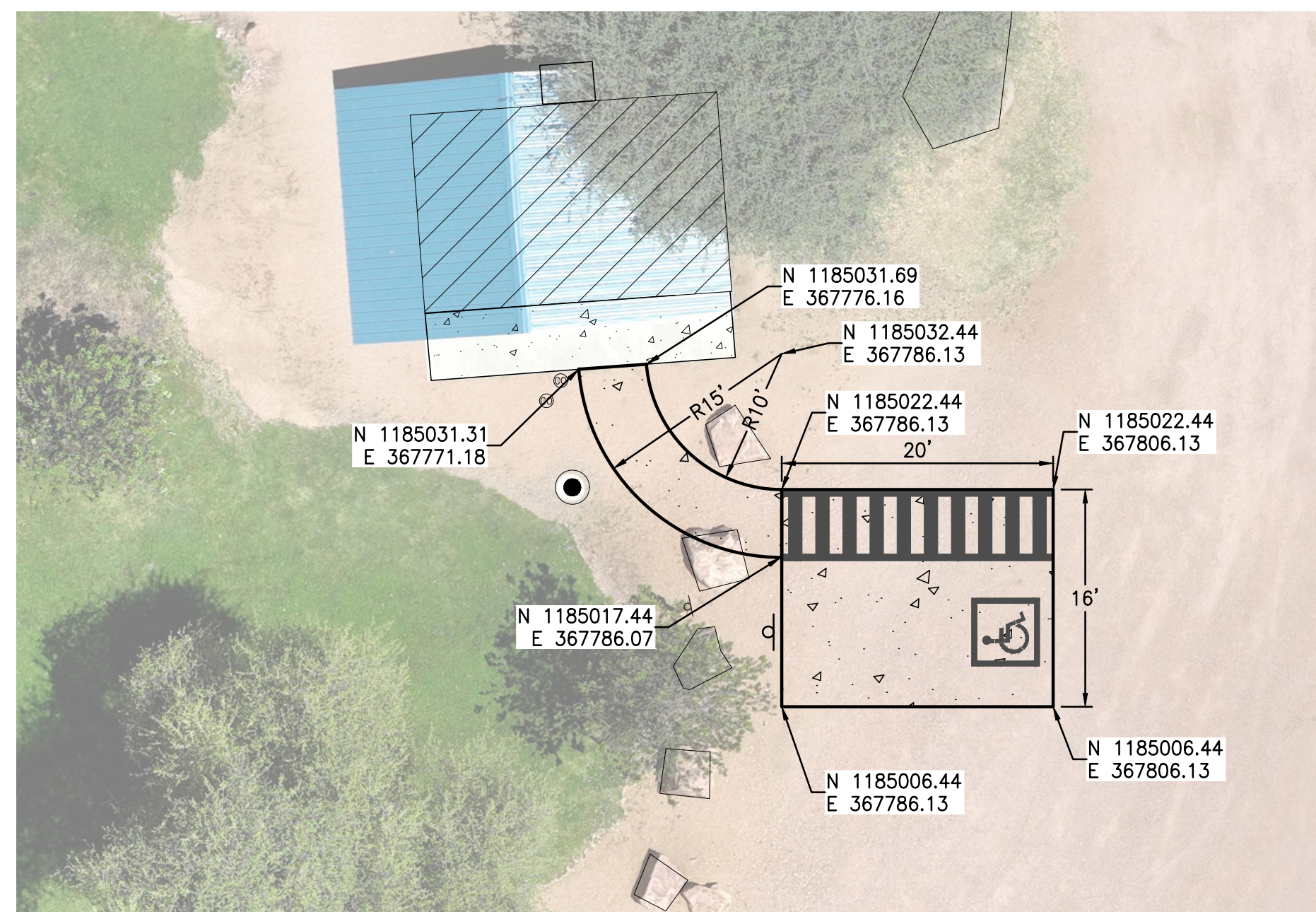


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PAVING PLAN



HORIZONTAL CONTROL

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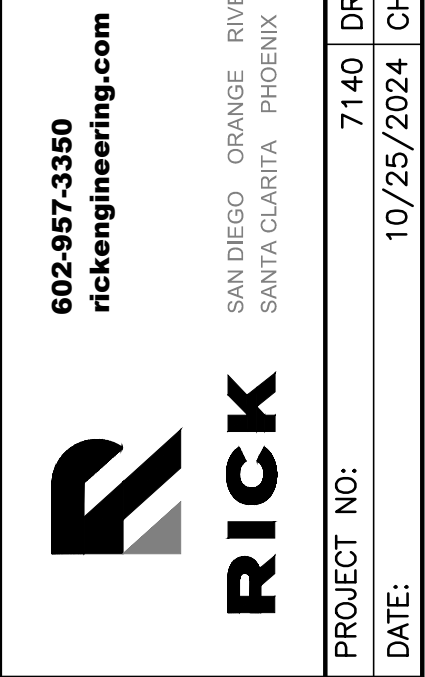


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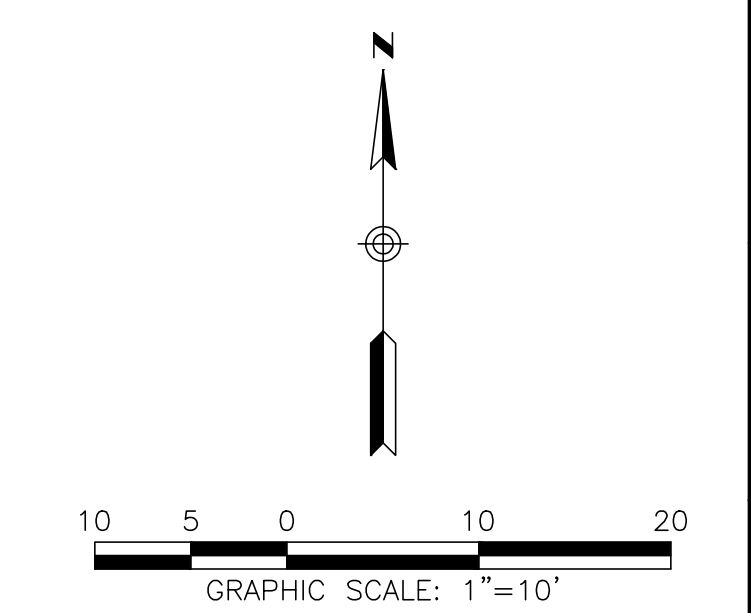


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TOWN PARK ACCESSIBILITY IMPROVEMENTS  
TOWN OF STAR VALLEY, ARIZONA

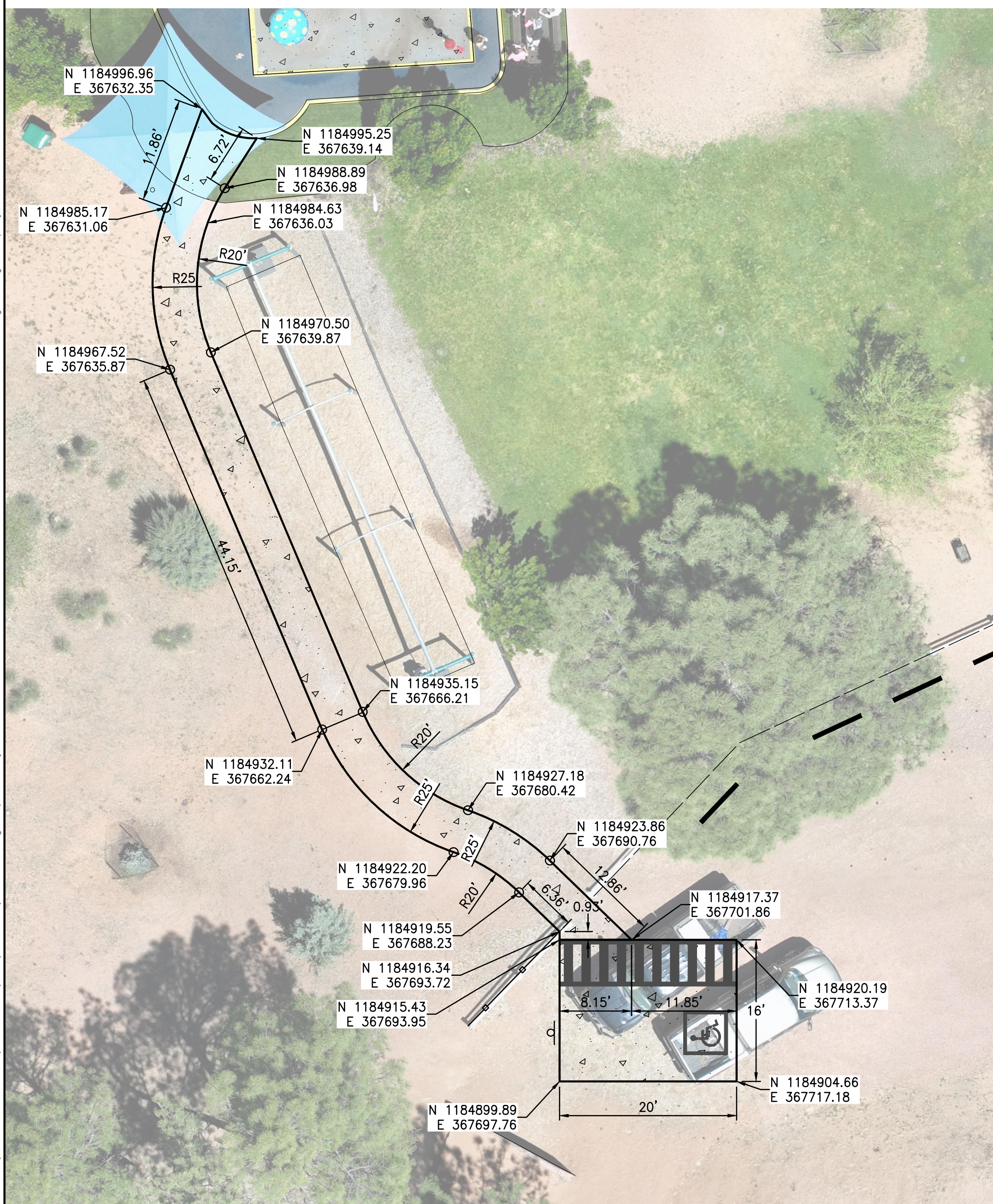
PCC PAVING PLAN  
RESTROOM FACILITIES



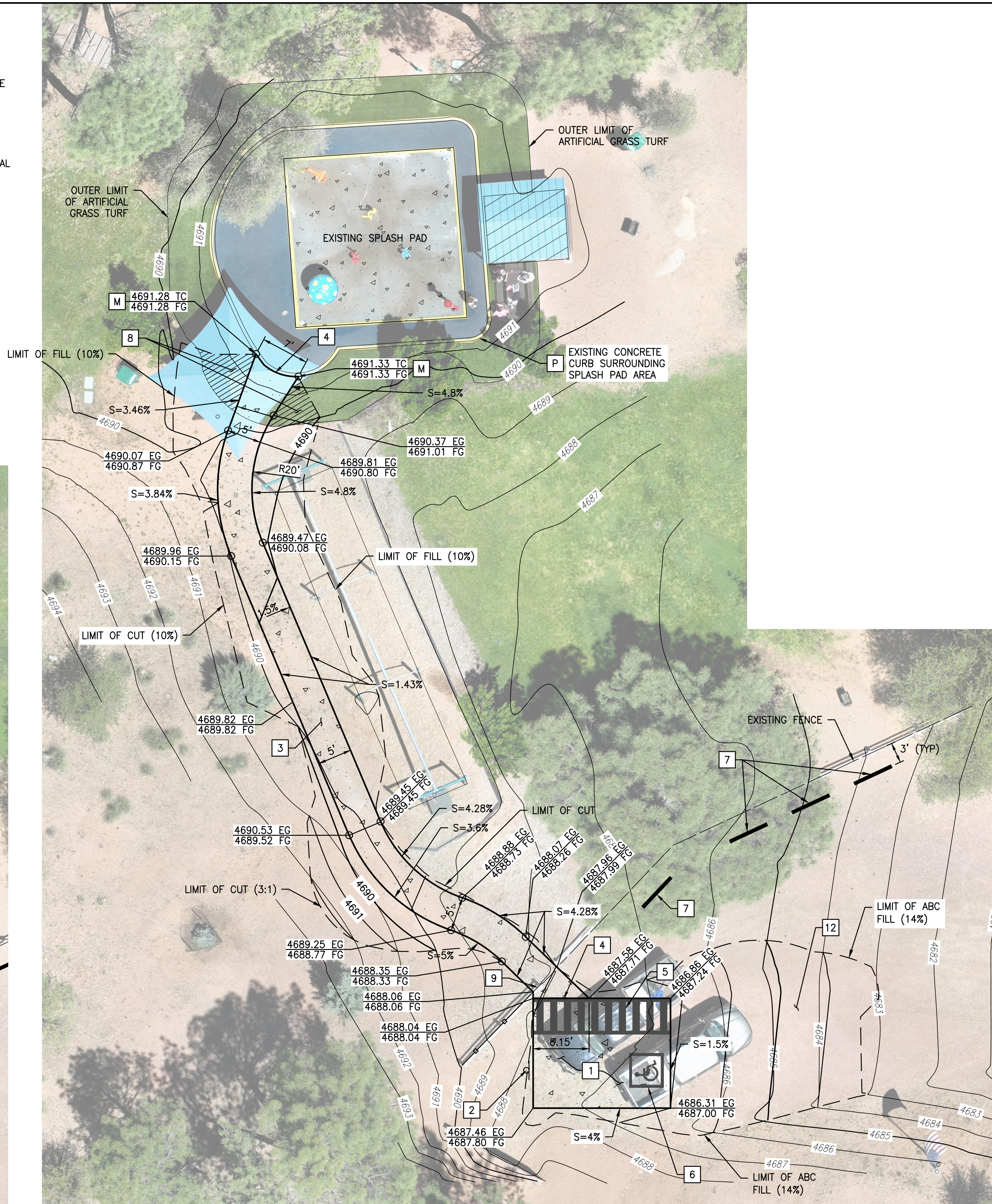
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- NOTES:
1. FROM THE NORTH END OF CURVE OF THE SIDEWALK NEAR THE SPLASH PAD, FLARE THE SIDEWALK WIDTH FROM 5 FT AT THE CURVE TO 7 FT AT THE EXISTING PAINTED YELLOW CURB.
  2. NEW SIDEWALK TO MATCH THE TOP OF CURB ELEVATION AT SPLASH PAD SURROUND.
  3. CUT AND REMOVE THE ARTIFICIAL GRASS TURF AS NEEDED TO CONSTRUCT THE NEW SIDEWALK.
  4. AFTER COMPLETION OF THE SIDEWALK, REINSTALL THE ARTIFICIAL GRASS TURF ON THE REGRADED GROUND AREA SURFACE ON EACH SIDE OF THE SIDEWALK ADJACENT TO THE EXISTING ARTIFICIAL GRASS TURF.



**HORIZONTAL CONTROL**



**PAVING PLAN**

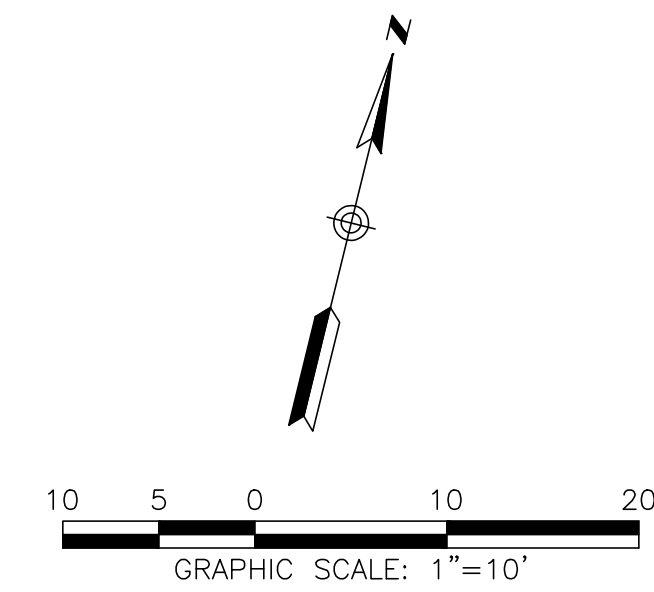
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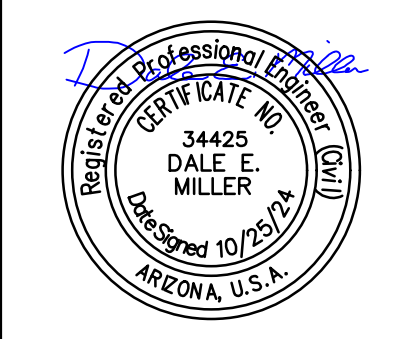


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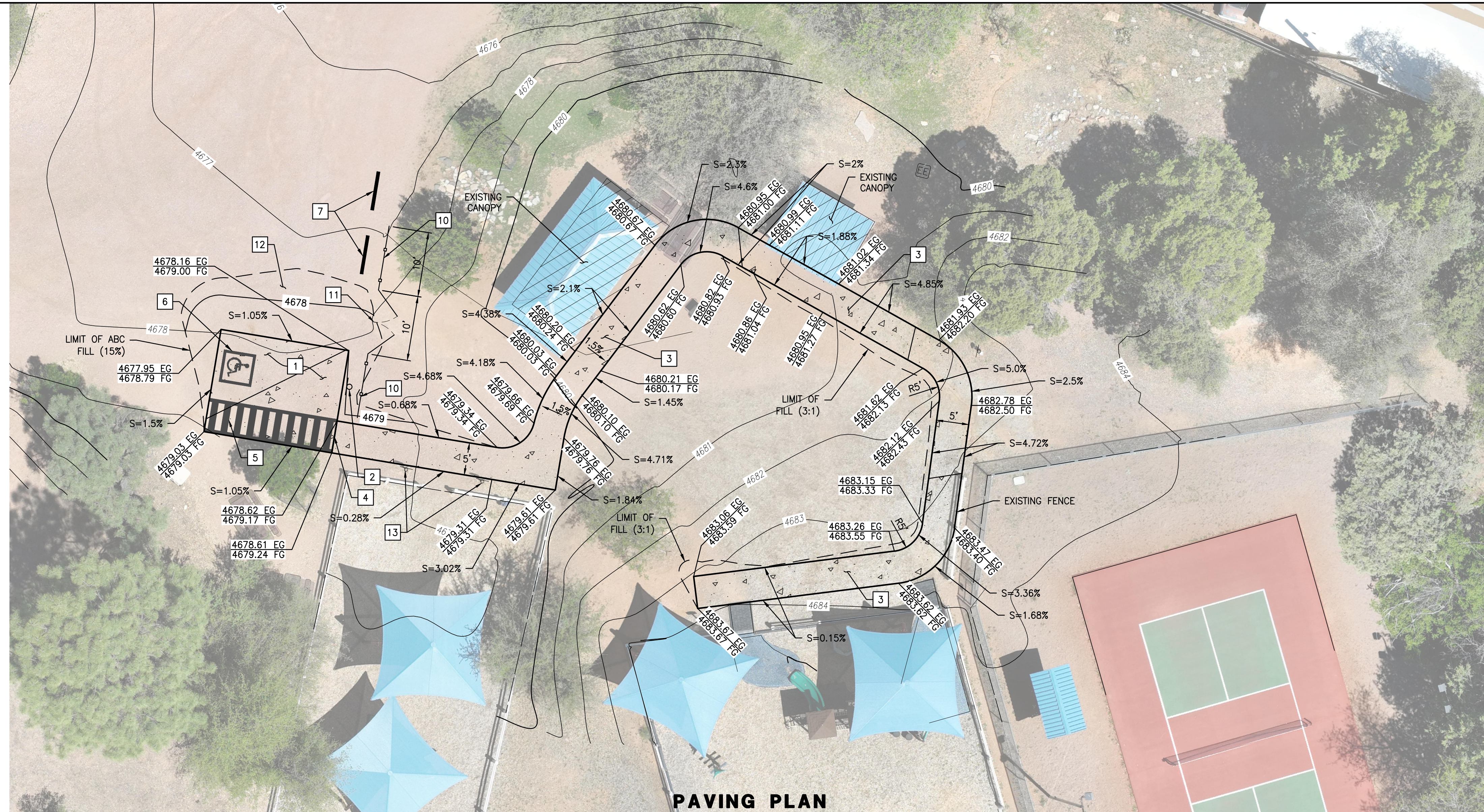


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TOWN OF STAR VALLEY, ARIZONA

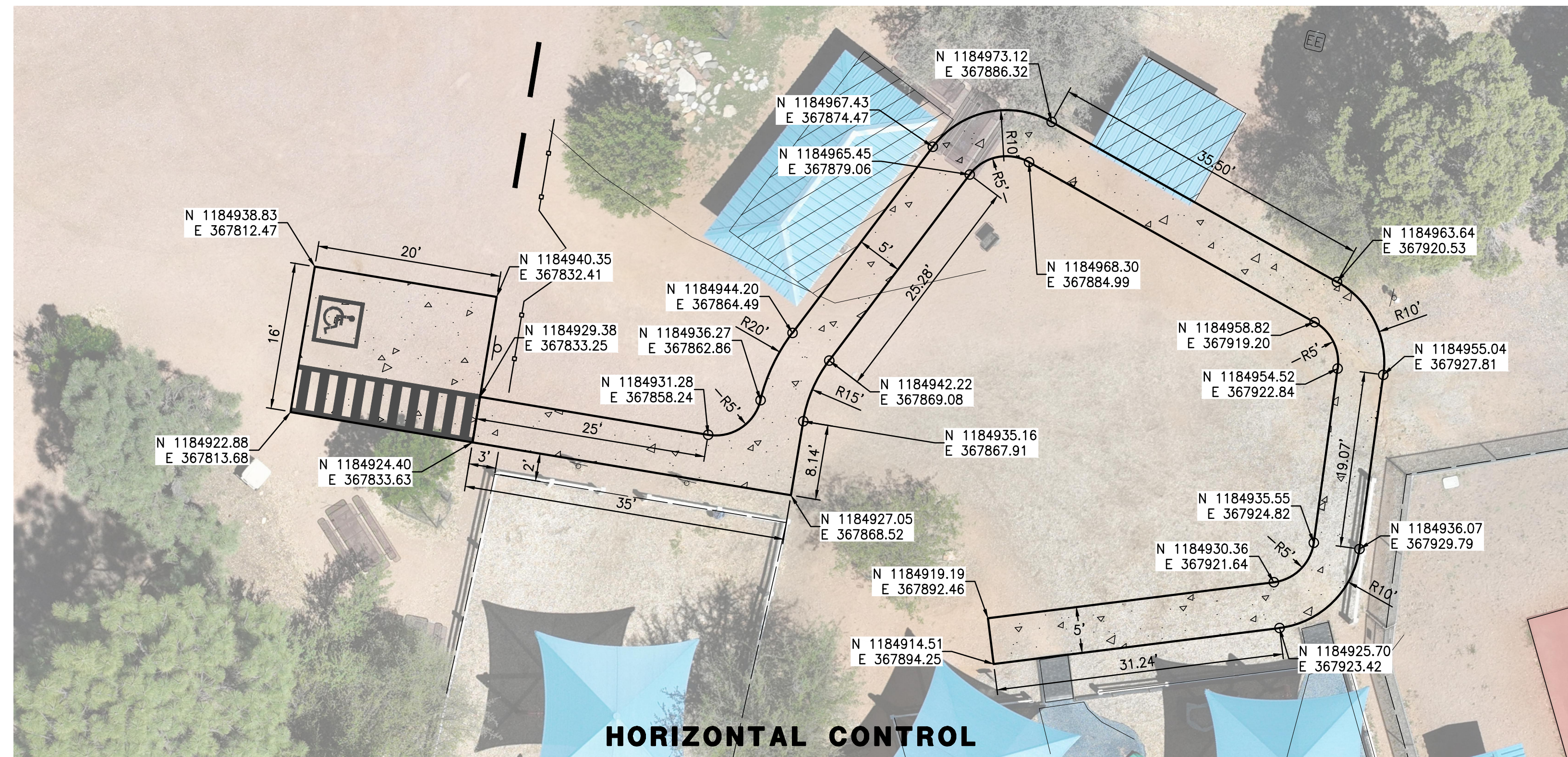
**PCC PAVING PLAN**  
**SPLASH PAD**

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**PAVING PLAN**



**HORIZONTAL CONTROL**

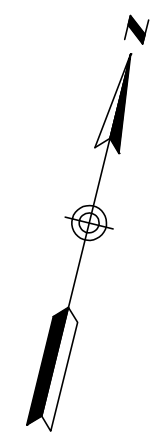
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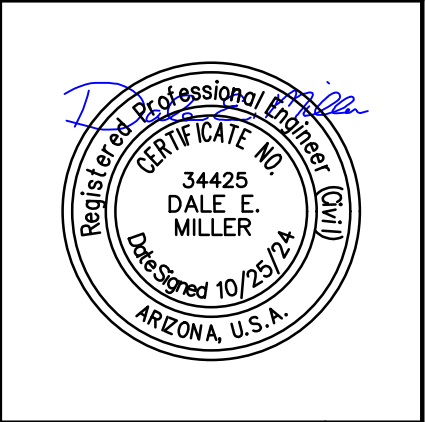


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SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

PROJECT NO: 7140 DRAWN/DESIGNED BY: K. ROECKNER  
DATE: 10/25/2024 CHECKED BY: D. MILLER

**TOWN PARK ACCESSIBILITY IMPROVEMENTS**  
TOWN OF STAR VALLEY, ARIZONA

**PCC PAVING PLAN PLAYGROUND AREA**

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