



INVITATION TO BID
Street Improvements
(CDBG #118-24)

Date Offered: December 18, 2024

Closing Date & Time: January 16, 2025, at 2:00 p.m.

Contact Person: Angela Gotto, Administrative & Special Projects Coordinator: Central Arizona Governments, agotto@cagaz.org

Town of Winkelman
206 Giffin Avenue
Winkelman, AZ 85192



**STREET IMPROVEMENTS
CDBG CONTRACT #118-24**

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ADA PARK IMPROVEMENTS PROJECT TECHNICAL SPECIFICATIONS AND ENGINEERING DOCUMENTS ARE IN APPENDIX A AND ARE COMPRISED OF 31 PAGES, BEGINNING ON PAGE 68, INCLUDING DESIGN AND ENGINEERING PLANS.

**TOWN OF WINKELMAN INVITATION TO BID
STREET IMPROVEMENTS
CDBG # 118-24**

The Town of Winkelman (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 the milling and resurfacing of Randall Road to improve structural integrity ensuring a minimum five-year surface integrity improvement and effective storm drainage. Randall Road will be milled down to a stable base to prepare for the resurfacing. Additionally, the project includes the construction of four traffic calming speed humps on 3rd Street from Ray Avenue to Highway 77, and associated miscellaneous construction work, all part of the Street Improvements project. See project technical specifications in Appendix A of the Invitation to Bid for detailed information.

Plans and specifications may be obtained beginning **December 18, 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, on the CAG website at www.cagaz.org.

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

Bids must be sealed, labeled "Street Improvements", and delivered to the Town of Winkelman; ATTN: Gloria Ruiz, 206 Giffin Avenue, Winkelman, AZ 85192, no later than **2: 00 p.m. on January 16, 2025**. Mailed bids should be sent to PO Box 386, Winkelman, AZ 85192 and must be received by the deadline. 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 WINKELMAN INVITATION TO BID
STREET IMPROVEMENTS**

The Town of Winkelman, 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

including the milling and resurfacing of Randall Road to improve structural integrity ensuring a minimum five-year surface integrity improvement and effective storm drainage. Randall Road will be milled down to a stable base to prepare for the resurfacing. Additionally, the project includes the construction of four traffic calming speed humps on 3rd Street from Ray Avenue to Highway 77, and associated miscellaneous construction work, all part of the **Street 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 “Street Improvements Project”, and delivered to Town of Winkelman, ATTN: Gloria Ruiz, 206 Giffin Avenue, Winkelman, AZ 85192, until 2:00 p.m. on January 16, 2025. Mailed bids should be sent to PO Box 386, Winkelman, AZ 85192 and must be received by the deadline. 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.

IMPORTANT DATES (Dates may be subject to change. All times are in Arizona Time.)	
ACTIVITY	DATE/TIME
Bid Packet Release/Advertisement	Wednesday, December 18, 2024
Pre-Bid Meeting (Non-Mandatory – Meet at Town Hall)	Monday, January 6, 2025, at 10:00 a.m.
Deadline for Questions	Wednesday, January 8, 2025, at 5:00 p.m.
Deadline to Submit Bids	Thursday, January 16, 2025, 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 Winkelman. 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 **Wednesday, December 18, 2024** and may be obtained from Angela Gotto at CAG, (480) 474-9300, agotto@cagaz.org, on the CAG website at 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.

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. 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 Winkelman 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, 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: _____

Email Address: _____

NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM BID TOTAL
1	MILL ASPHALT PAVEMENT, 2" DEPTH	4,621	SY	\$	\$
2	PAVEMENT REPAIR AREAS	231	SY	\$	\$
3	CRACK FILLING & SEALING	5,109	SY	\$	\$
4	CONSTRUCT ASPHALT OVERLAY, 2.5" AVE DEPTH	4,621	SY	\$	\$
5	APPLY FOG SEAL	488	SY	\$	\$
6	REMOVE & REPLACE CURB & GUTTER	65	LF	\$	\$
7	ADJUST WATER VALVE TO FINISH GRADE	4	EA	\$	\$
8	ADJUST SEWER CLEANOUT TO FINISH GRADE	1	EA	\$	\$
9	ADJUST MANHOLE TO FINISH GRADE	1	EA	\$	\$
10	APPLY WHITE THEROPLASTIC STOP BAR, 24" WIDE	60	LF	\$	\$
11	CONSTRUCT SPEED HUMP	4	EA	\$	\$
12	TRAFFIC CONTROL	1	LS	\$	\$
13	MOBILIZATION	1	LS	\$	\$
TOTAL BID AMOUNT					\$

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"> . Executive Order 14026 generally applies to the contract. . 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.
<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"> . Executive Order 13658 generally applies to the contract. . 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.

|_____||_____||

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

ENGI0428-004 06/01/2023

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

* 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

* 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
 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 **	

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)).

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.

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 Winkelman, County of Gila, State of Arizona (hereinafter called the "TOWN") acting herein by the Mayor of the Town of Winkelman, 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 Street Improvements Project, Contract #118-24.

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 Street Improvements CDBG Project 118-24 for the Town of Winkelman, 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 the milling and resurfacing of Randall Road to improve structural integrity, ensuring a minimum five-year surface integrity improvement and effective storm drainage. Randall Road will be milled down to a stable base to prepare for the resurfacing. Additionally, the project includes the construction of four traffic calming speed humps on 3rd Street from Ray Avenue to Highway 77, and associated miscellaneous construction work, all part of the Street 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

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 Contactor 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 December 4, 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 Winkelman

Town Attorney

Louis Bracamonte, 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 Winkelman. 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.

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 Winkelman, 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.

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

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

_____ on the
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
(Building or Work)

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

_____ from the full
(Contractor or Subcontractor)

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

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

Recipient: Town of Winkelman Contract No.: 118-24
 Activity No.: 2 Activity Name: Street 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 Winkelman, Contract No: 118-24; Activity Name: Street 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



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



SECTION 3 CLAUSE

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

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

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

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

SECTION 3 FORMS

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO SECTION 3 PROVISIONS

CAG will monitor compliance with such provisions and standards on behalf of the Town of Miami. 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. Additional Section 3 forms will be provided at the award of the contract. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to call Angela Gotto at (480) 474-9300 or email agotto@cagaz.org.

S3B-1 **SECTION 3 ASSURANCE** (1 page)

This form is to be completed by the contractor and **submitted within three (3) days of contract award.** Completion of this form provides assurance that the contractor will comply with Section 3 requirements.

S3B-2 **ESTIMATED PROJECT WORK FORCE BREAKDOWN** (1 page)

This form is to be completed by the contractor and **submitted within three (3) days of contract award.** This form identifies additional positions needed to complete the Section 3 covered project.

S3B-3 **SECTION 3 BUSINESS SELF-CERTIFICATION** (1 page)

This form, if applicable, is to be completed by the contractor and **submitted within three (3) days of contract award.** The bidder completes this form to qualify as a Section 3 business concern.

THIS DOCUMENT AND A COMPLETE PERMANENT AND PROJECT WORKFORCE BREAKDOWN SPREADSHEET (FORM S3B-1) **MUST** BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS

Section 3 Assurances (Form S3B-1)

Name of Official Representative	
Business/Contractor Name	
Project Name or Bid Number	

I, the undersigned, as official representative of the above-named business/contractor hereby certify that:

1. A complete permanent and project workforce breakdown form (S3B-2) has been submitted with this bid for the above-named business/contractor and each subcontractor that is known to be a party to this project.
2. The above-named business will comply with Section 3 requirements, to include recordkeeping and reporting, and will cause any subcontractor to comply with Section 3 requirements, to include recordkeeping and reporting, for the above-named project
3. The above-named business/contractor will make, and cause any subcontractor to make every attempt to hire qualified Section 3 and Targeted Section 3 workers for any unfilled positions.
4. The above-named business/contractor will make every attempt to hire subcontractors that are Section 3 businesses.
5. I understand that failure to comply may result, in whole or in part, in contract cancellation, termination or suspension.

Signature

Date

PERMANENT AND PROJECT WORKFORCE BREAKDOWN (FORM S3B-2)
DEFINITIONS

Term	Definition	Certification/Documentation Requirements
Section 3 Business	<p>A Section 3 Business is a private or nonprofit business that meets at least one of the following criteria:</p> <p>a. Is 51% or more owned and controlled by:</p> <ul style="list-style-type: none"> i. Very-low or low-income persons; or ii. Current public housing or Section 8 assisted project residents. <p>b. Over 75% of the labor hours performed over the prior three-month period were performed by Section 3 workers.</p> <p><i>The business must meet the technical and legal requirements to perform the contract under consideration.</i></p>	<ol style="list-style-type: none"> 1. Organizational documents identifying the ownership and control of the business, including the names of individuals and their percentage of ownership or controlling interest and certification that the individual's income is below 80% AMI for their family size based on the HUD income chart; or 2. Organizational documents identifying the ownership and control of the business, including the names of individuals and their percentage of ownership, or controlling interest and certification that the individual is a public housing resident or resides in Section 8 assisted housing; or 3. Certified payrolls for the past three months identifying all employees of the business, total labor hours worked by each employee, and whether the employee is a Section 3 or Targeted Section 3 worker as defined below.
Section 3 Worker	<p>A Section 3 Worker:</p> <ol style="list-style-type: none"> 1. Has an annualized income below 80% AMI for their family size as indicated on the HUD income chart; or 2. Was hired within the past five years and at the time of hire had an annual income below 80% AMI for their family size in the year of hire as indicated on the HUD income chart for that year. <p><i>The employee must meet the qualifications for the position.</i></p>	<ol style="list-style-type: none"> 1. Self-certification that the worker's income is below 80% AMI for their family size; or 2. Employer certification that the worker's current income is below 80% AMI for their family size based on annualization on a full-time basis of the worker's wage rate; or 3. If the employee was hired within the past five years, employer certification that the worker's income was below 80% AMI for their family size in the year of hire.
Targeted Section 3 Worker	<p>A Targeted Section 3 worker:</p> <ol style="list-style-type: none"> 1. Is a Youthbuild participant or was a Youthbuild participant at the time of hire within the past five (5) years; or 2. Currently or at the time of hire if hired within the past five (5) years lives or lived within the project area defined in the bid documents; or 3. Is part of your permanent workforce and your business is a Section 3 Business as defined above. <p><i>The employee must meet the qualifications for the position.</i></p>	<ol style="list-style-type: none"> 1. Self-certification that the worker is a YouthBuild participant; or 2. Self-certification that the worker was hired within the past five years and was a YouthBuild participant at the time of hire; or 3. Employer certification that the worker is employed by a Section 3 business concern; or 4. Employer certification that the worker's residence is or was, if hired within the past five years, within the project area defined in the bid documents.

Section 3 Business Self-Certification Form (S3B-3)

A Section 3 Business shall certify and provide evidence the business is a Section 3 Business as defined in Section 24 CRF 75.

Business Name _____

Address _____

City, State, Zip Code _____

Federal ID Number _____

Contact Person _____

√	
	The business named above is 51% or more owned and controlled by very-low or low-income persons.
	The business named above is 51% or more owned and controlled by public housing residents or residents currently residing in Section-8 assisted housing.
	Over 75% of the labor hours worked during the past three months by employees of the business named above were performed by employees who are very-low or low-income, or YouthBuild participants.

I hereby certify that:

1. The undersigned has the legal authority to make these certifications on behalf of the named business.
2. Documentation exists to verify the basis for this self-certification.
3. Documentation will be made available to the recipient, the State of Arizona, the US Department of Housing and Urban Development, or their designated representatives during normal business hours upon request.
4. I am aware that both I and the business named above are liable for civil or criminal penalties for willful falsification of any information provided in this document.

Name of Person Completing Form _____

Title of Person Completing Form _____

Signature _____

Date _____

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 "STREET IMPROVEMENTS" NO LATER THAN 2:00 PM, ON JANUARY 16, 2025 TO: TOWN OF WINKELMAN ATTN: GLORIA RUIZ, 206 GIFFIN AVE, WINKELMAN, AZ 85192.

FAXES ARE NOT ACCEPTABLE.

LATE BIDS WILL BE RETURNED UNOPENED.

**Town of Winkelman
Street Improvements
BID FORM**

PROJECT IDENTIFICATION: **Street Improvements Project**

CONTRACT IDENTIFICATION AND NUMBER: **CDBG #118-24**

THIS BID IS SUBMITTED TO: **Town of Winkelman
206 Giffin Ave
Winkelman, AZ 85192**

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 Winkelman 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 Winkelman 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 Winkelman.
- 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 _____, 2025.
(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:

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 Winkelman Contract No.: 118-24
Activity No.: 2 Activity Name: Street 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 Winkelman for the construction of the **(name of project)**: Lime Street Improvements CDBG #118-24 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 Winkelman Contract No.: 118-24
Activity No.: 2 Activity Name: Street 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

CERTIFICATIONS

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 the bid 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.

(Typed/Printed Name of Official)

(Signature of Official)

(Typed/Printed Name of Firm)

(Date)

APPENDIX A:

**Project Technical Specifications
and Engineering Documentation**

TOWN OF WINKELMAN
2024 CDBG STREET IMPROVEMENT PROJECT
CDBG #118-24

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.

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>
301	Subgrade Preparation
310	Placement and Compaction of Aggregate Base Course
317	Asphalt Milling
321	Placement and Construction of Asphalt Concrete Pavement
324	Portland Cement Concrete Pavement (PCCP)
333	Fog Seal Coats
336	Pavement Matching and Surfacing Replacement
337	Asphalt Pavement Crack Sealing and Crack Filling
340	Concrete Curb, Gutter, Sidewalk, Curb Ramps, Driveway and Alley Entrances
345	Adjusting Frames, Covers and Valve Boxes
350	Removal of Existing Improvements
401	Traffic Control
702	Base Materials
710	Asphalt Concrete
711	Paving Asphalt
713	Emulsified Asphalt Materials
725	Portland Cement Concrete
726	Concrete Curing Materials
<i>Detail No.</i>	<i>Standard Detail Title</i>
210	Residential Speed Hump
220-1	Curb and Gutter, Types A, B, C and D
220-2	Curb and Gutter, Types E and F
270	Round Frame and Cover (and Grade Adjustments)
391-1/391-2	Valve Box Installation and Grade Adjustment
422-1	Manhole Frame and Cover Adjustment – Type A
422-2	Manhole Frame and Cover Adjustment – Type B

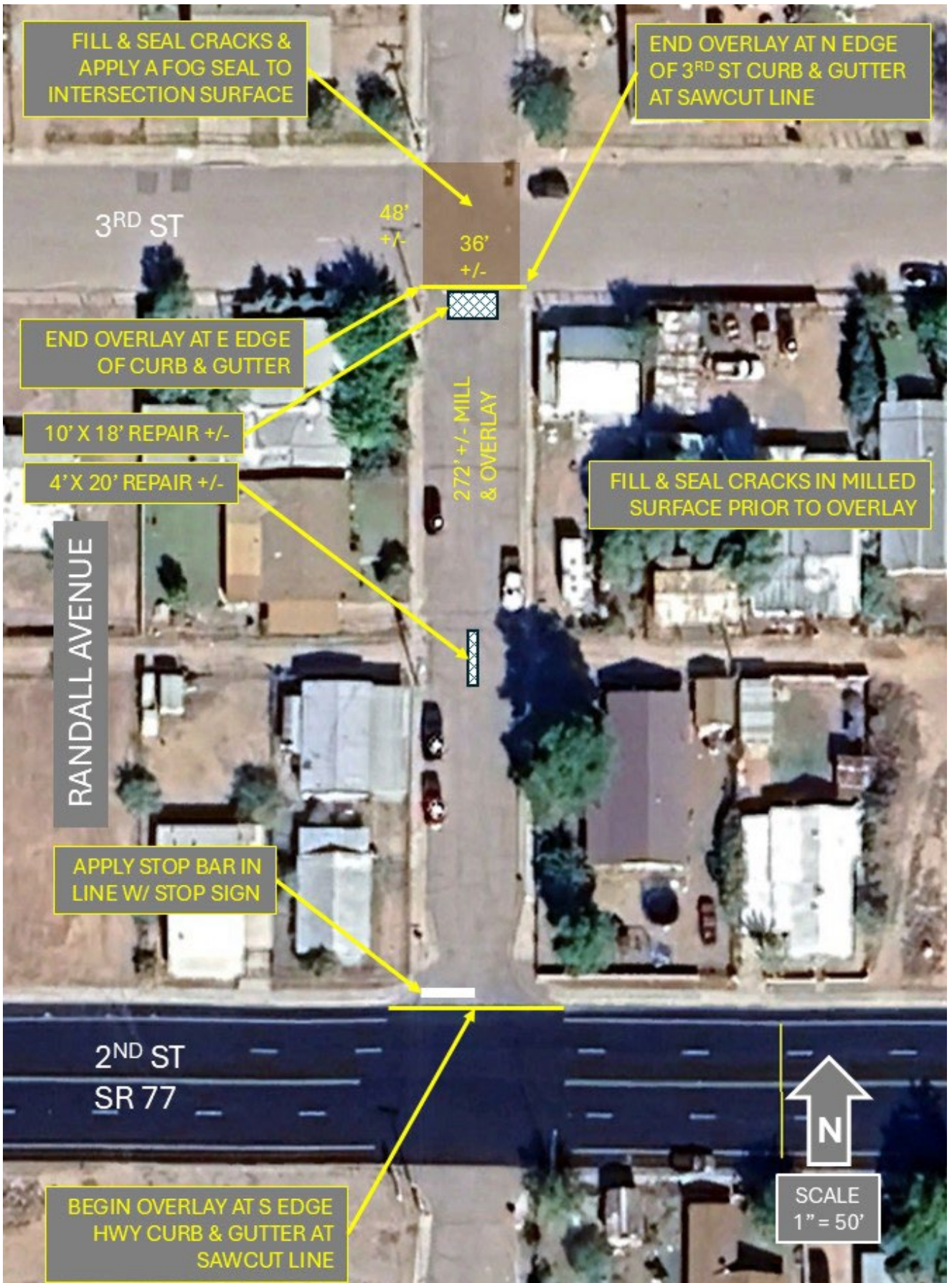
Abbreviations

PCC Portland Cement Concrete
PCCP Portland Cement Concrete Pavement

Mill & Overlay Map Exhibits

The project includes the mill and overlay of Randall Avenue from 1st Street to 5th Street. The proposed street improvements are shown block by block on the following four map exhibits.









Speed Hump Traffic Calming Measures Map Exhibits

The project includes the construction of four traffic calming speed humps on 3rd Street from Ray Avenue to Highway 77. The proposed street improvements are shown block by block on the following four map exhibits.

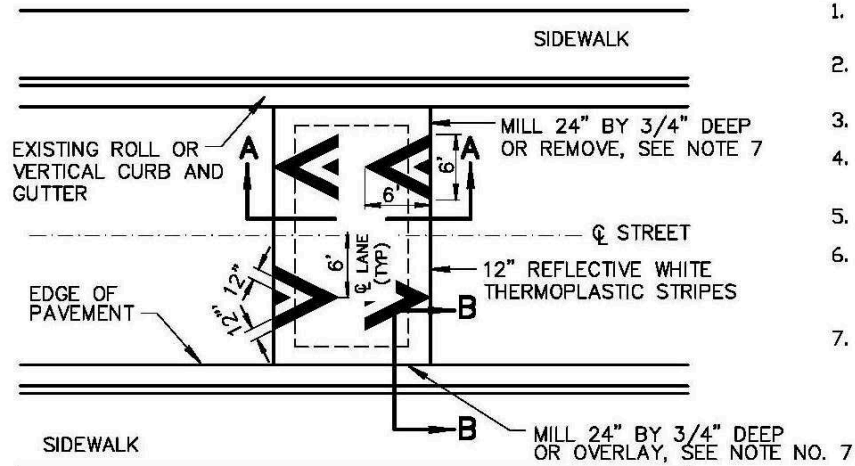
MAG Standard Detail 210, Residential Speed Hump, shows the construction of the speed humps for traffic calming to reduce speeding. The standard detail follows the 3rd Street speed hump map exhibits.



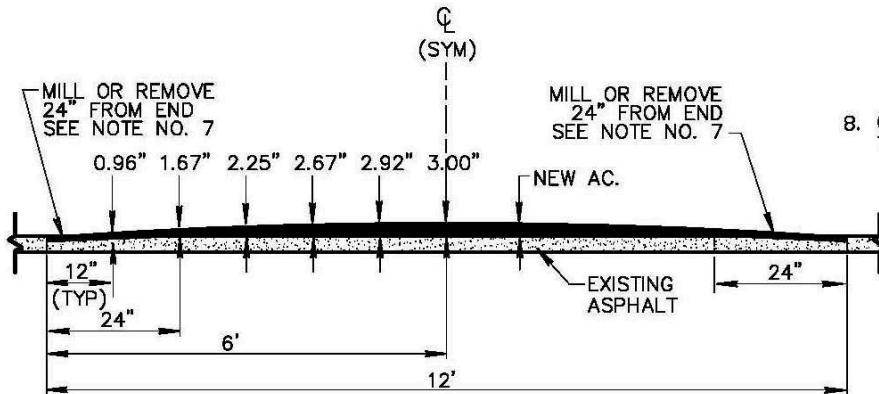




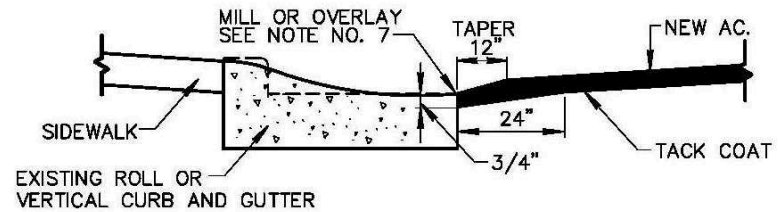




PLAN VIEW



SECTION A-A



SECTION B-B

NOTES:

1. HUMPS MUST BE THE FULL 3" FOR MAXIMUM EFFECT BUT SHALL NOT EXCEED 3.25".
2. HUMPS CONSTRUCTED OVER 3.25" OR LESS THAN 3.00" SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
3. CROSS-SECTION ELEVATIONS SHALL HAVE A MAXIMUM TOLERANCE OF +0.25".
4. SPEED HUMPS SHALL NOT BE PLACED OVER MANHOLES, WATER VALVES, SURVEY MONUMENTS, JUNCTION CHAMBERS, ETC. OR IN CONFLICT WITH DRIVEWAYS.
5. SPEED HUMPS MUST BE PLACED AT LOCATIONS APPROVED BY THE AGENCY.
6. HUMP TO BE CONSTRUCTED WITH ASPHALT MIX APPROVED BY THE AGENCY. ASPHALT COMPACTION SHALL BE PER SECTION 321. A TACK COAT PER SECTION 713 SHALL BE APPLIED PRIOR TO APPLICATION OF PAVEMENT.
7. INSTALLATION JOINTS:
 - A. STANDARD INSTALLATION:
THE EXISTING ROADWAY SHALL BE MILLED TO A MINIMUM DEPTH OF 3/4" AROUND THE PERIMETER. CROSS SECTION DIMENSIONS DO NOT INCLUDE THE 3/4" MILLING. CONTRACTOR MUST PROVIDE VERIFICATION OF CROSS-SECTION DIMENSIONS.
 - B. ALTERNATIVE INSTALLATION:
FOR TRANSVERSE JOINTS (CROSS ROADWAY), THE EXISTING ASPHALT SHALL BE SAW CUT AND REMOVED FOR A WIDTH OF 24". THE ASPHALT SHALL BE REPLACED WITH THE SAME ASPHALT AND AT THE SAME TIME AS THE HUMP ASPHALT. FOR LONGITUDINAL JOINTS, THE EXISTING ASPHALT SHALL BE OVERLAID AND TAPERED IN 12". CROSS-SECTION DIMENSIONS REFLECT DISTANCES FROM THE SURFACE OF EXISTING ASPHALT.
8. CONTACT THE AGENCY (OR INSPECTOR) ONE WEEK PRIOR TO INSTALLATION TO COORDINATE PAVEMENT MARKINGS AND SIGNING.

DETAIL NO.
210



STANDARD DETAIL
ENGLISH

RESIDENTIAL SPEED HUMP

REVISED
01-01-2012

DETAIL NO.
210

1. MILL ASPHALT PAVEMENT, 2" DEPTH

Specifications: Maricopa Association of Governments, Uniform Standard Specifications and Details for Public Works Construction, Section 317, Asphalt Milling, and other related sections and details.

Description: The Contractor shall mill the existing asphalt pavement to a maximum depth of 2-inches exercising great care to provide a smooth profile and cross-section (1.5% to 2% cross-slope crown) for the resulting milled asphalt pavement surface.

The asphalt milling shall be completed with an appropriate pavement milling machine. The work shall be completed for the full width between existing curb and gutter sections and for the full length as shown on the map exhibits contained herein and in accordance with MAG Section 317 for asphalt milling construction work.

The removed milled asphalt materials shall be offered to the Town for their subsequent reuse in resurfacing unpaved streets. If accepted, the milling material shall be hauled and stockpiled at a location designated by the Town. If the Town does not want the recycled asphalt pavement (RAP) materials, the Contractor shall transport and dispose of the RAP at a legal disposal site for that type of material.

Prior to commencing the milling work, the Contractor shall sawcut the existing asphalt pavement at the termini ends of the proposed asphalt overlay sections. This is to provide a clean cut vertical edge for the subsequent asphalt overlay construction to pave against. When the milling work has been completed in each block, the Contractor shall broom and thoroughly clean the milled asphalt surface to remove all milling debris, dirt, and dust prior to applying the tack coat.

The work shall include all materials, equipment, and labor costs to sawcut the match lines, mill the existing asphalt overlay pavement to the 2" specified depth, and broom and clean the milled surface.

Caution. Due to the poor condition of the existing asphalt in certain areas, there is potential for construction equipment to potentially punch through the thinner asphalt layer during and after milling. Should this occur frequently or in large areas, contact the Engineer and Town Inspector as soon as possible as the depth of the milling may need to be reduced.

Similarly, if the depth of the existing asphalt is found to be less than 3-inches, contact the Engineer and Town Inspector as soon as possible as the depth of the milling may need to be adjusted to mill the entire depth of the existing asphalt.

Measurement: Measurement will be based on the square yards (SY) of existing asphalt roadway surface milled and prepared to the required extent and depth as established by the map exhibits and these specifications.

Payment: Payment will be made on the bid unit price per square yard (SY) based on the measured quantity.

2. PAVEMENT REPAIR AREAS

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 321, Placement and Construction of Asphalt Concrete Pavement, Section 710 – Asphalt Concrete, and other related sections and details.

Description: This construction item of work is for the repair any areas of existing pavement in a failed condition as identified on the map exhibits, or as may be identified in the field by the Town Inspector. In addition, due to the poor condition of the existing asphalt in certain areas, there is potential for construction equipment to punch through the thinner asphalt layer during or after milling.

These damaged areas shall be repaired by removing and disposing of the damaged section of asphalt pavement. The remove asphalt pavement shall be transported and disposed of at a legal disposal site for that type of material.

The Contractor shall then prepare the exposed aggregate base surface by scarifying the rock base for its full depth (or to a maximum depth of 6-inches). The existing aggregate base shall be moisture conditioned to plus or minus 2% optimum moisture content and compacted to 100% Standard Proctor Density (ASTM D698).

Place and compact asphalt pavement on top of the prepared base surface to a depth that matches the adjacent milled surface of asphalt pavement. The asphalt pavement material shall be 1/2" asphalt concrete mix designation, Marshall mix design for high traffic areas, per MAG Specification Section 710. Asphalt pavement construction shall be in accordance with MAG Section 321, Placement And Construction Of Asphalt Concrete Pavement.

The extent and limits of the pavement repairs shall be approved by the Town Inspector. This construction work is to repair any damaged areas of pavement prior to overlay. Overlay of the milled and repaired pavement surfaces is measured and paid for under a separate bid price.

The work shall include all materials, equipment, and labor costs to remove and dispose of any failed or damaged pavement, to prepare and compact the exposed aggregate base material, and to furnish, place, compact, and construct the asphalt pavement repair section per these specifications.

A pavement repair area construction line item has been included to establish a unit price to complete any pavement repair area work shown on the map exhibits and where it may be required due to damage during milling operations as authorized by the Town Inspector. Five percent (5%) of the total area to be milled has been assumed for the quantity. The actual area of pavement repair will be measured and paid for under this bid item.

Measurement: Measurement shall be based on the square yards (SY) of street pavement repair areas constructed to the required extent as measured on the ground by the Town Inspector.

Payment: Payment will be made at the bid unit price per square yard (SY) based on the measured quantity.

3. CRACK FILLING & SEALING

Specifications: Maricopa Association of Governments, Uniform Standard Specifications and Details for Public Works Construction, Section 337, Asphalt Pavement Crack Sealing and Crack Filling, and other related sections and details.

Description: Crack sealing shall consist of cleaning, filling, and sealing of pavement cracks and joints measuring in 1/4-inch in width or greater. The work shall be completed in accordance with the requirements set for in MAG Standard Specifications Section 337, Asphalt Pavement Crack Sealing and Crack Filling.

The extent of the crack filling and sealing work includes cracks present in the existing asphalt pavement after the milling has been completed and cracks present in the existing asphalt pavement in the intersection areas designated for subsequent fog seal.

All labor, equipment, and material costs associated filling and sealing cracks shall be incorporated into the contract (bid) unit price. The majority of existing cracks in the pavement fall into Category 1 (1/4" to 1.5") cracks per MAG Section 337.

The bidder is required to inspect the pavement surface at the project site and on available recent aerial photographs such as 'Google Earth Pro' to estimate the length, widths, and extent of pavement cracking to determine the amount of materials and work involved with this item of work.

Measurement: Measurement shall be based on the square yards (SY) of existing asphalt street pavement area that has had all cracks filled and sealed to the satisfaction of the Town Inspector.

No asphalt overlay pavement or fog seal application shall be made prior to acceptance of the completed crack filling and sealing work by the Town Inspector.

Payment: Payment will be made at the bid unit price per square yard (SY) based on the measured quantity.

4. CONSTRUCT ASPHALT OVERLAY, 2.5" AVE DEPTH

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 321, Placement and Construction of Asphalt Concrete Pavement, Section 710, Asphalt Concrete, and other related sections and details.

Description: Furnish, place, compact, and construct asphalt pavement to the lines and extents shown on the map exhibits contained herein. The asphalt pavement shall be constructed on the tack-coated milled surface of the existing asphalt pavement.

Tack Coat. Prior to placing asphalt, the Contractor shall apply a tack coat to the milled and cleaned surface of the existing asphalt pavement. Tack coat shall be applied at a rate of 0.1 to 0.15 gallons per square yard. Tack coat material and application shall be in accordance with MAG Section 329, Tack Coat. The application of tack coat is considered subsidiary and incidental to this bid item and no separate measurement and payment will be made for tack coat.

Overlay Depth and Cross-Section. The asphalt pavement overlay section shall be constructed to a 2-inch depth at the curb and gutter sections on each side of the street where the new asphalt surface shall be flush with or 1/8" higher than the lip edge of the abutting curb and gutter. The asphalt pavement overlay section shall be constructed to a 3-inch depth at the street centerline.

Construction. Place and compact the required depth of asphalt concrete pavement overlay on the prepared, cleaned, and tack-coated milled pavement surface per MAG Specification Section 321, Placement and Construction of Asphalt Concrete Pavement. **Asphalt Material.** Use a MAG 1/2" Marshall Mix Design for High Traffic Areas per MAG Specification Section 710, Asphalt Concrete.

The work shall include all materials, equipment, and labor costs to apply a tack coat to the existing milled and cleaned asphalt pavement, and to furnish, place, compact, and construct the asphalt overlay pavement section per these specifications.

Smoothness Requirements. The asphaltic concrete shall be placed and finished by means of self-propelled paving machines. Pavers shall be equipped with automatic screed controls with sensors for both sides of the paver, capable of sensing grade from an outside reference line, sensing the transverse slope of the screed, and providing the automatic signals which operate the screed to maintain the desired profile grade and transverse slope.

The completed surfacing shall be smooth and true to grade and cross-section and free from ruts, humps, depressions, bumps, or other irregularities. The ride at speed limit on the new pavement shall be free of any noticeable bumps or roughness.

Pavement smoothness shall also meet the requirements of ADOT Standard Specifications Section 406-7.06, Smoothness and Surface Tolerances. The surface of the asphaltic concrete pavement overlay shall be tested and shall not vary by more than 1/8-inch from the lower edge of a ten-foot straightedge when it is placed in the longitudinal direction (including across transverse joints), and when it is placed in the transverse direction across longitudinal joints. All deviations exceeding the specified tolerances above shall be corrected by the contractor, to the satisfaction of the Town's Inspector.

The Contractor shall make straightedge tests witnessed by the Town Inspector at a minimum of two longitudinal and one transverse test per 100-foot station at locations specified by the Town Inspector.

The surface of the asphalt pavement shall meet all smoothness requirements and the ride shall feel smooth to vehicle occupants at 25 to 30 mph.

Measurement: Measurement shall be based on the square yards (SY) of 2-inch deep asphalt overlay constructed to the required extent and depths as measured on the ground by the Town Inspector.

Payment: Payment will be made at the bid unit price per square yard (SY) based on the measured quantity.

5. APPLY FOG SEAL

Specifications: Maricopa Association of Governments, Uniform Standard Specifications and Details for Public Works Construction, Section 333, Fog Seal Coats, and other related sections and details.

Description: Fog sealing shall consist of preparation and cleaning of the existing pavement surface, the application of the emulsified asphalt fog seal material, and the application of a sand blotter as needed and when necessary. Fog sealing of the pavement surface shall be completed in accordance with MAG Standard Specifications Section 333 , Fog Seal Coats.

Surface Preparation. The pavement surface shall be clean and free from loose material and dirt. Cracks should be filled with hot-applied crack filler as specified elsewhere herein. Oil stains should be cleaned and primed with oil spot primer. Surface preparation also includes the removal of grass or weeds, which are growing in cracks or the joint between the street and the concrete curb and gutter sections.

The fog seal shall be applied the same day the pavement is cleaned. In urban areas, the surface shall be cleaned with a self-propelled pick-up sweeper. When necessary, cleaning of the existing pavement surface shall be supplemented by hand brooms or other methods approved by the Town Inspector to assure a good bond between the fog seal and the pavement surface. Power brooms or pick up brooms alone may not be adequate to thoroughly clean the surface.

Dust Control. The Contractor shall take all steps, procedures, and means to prevent airborne dust pollution due to the construction practices in connection with this work. Dust prevention measures shall be maintained at all times during construction of the project to the satisfaction of the Town Inspector and in accordance with generally accepted and used 'best management practices'.

Protection of the Uncured Surface: Adequate means and methods such as barricades, flagmen, lane closures, etc. shall be used to protect the treated surface from all types of traffic until the asphalt emulsion will not be picked up by traffic.

The Contractor shall be responsible for the repair of all damage done within 24 hours of the initial application. Protection of Adjacent Facilities and Property: Care shall be taken to prevent the spraying of asphalt emulsion on adjacent pavements, including that portion of the pavement being used for traffic, curb and gutter, concrete manhole and water valve aprons, bridge decks, and on guard rails, guide posts, markers, trees, shrubs, and property of all kinds.

The Contractor shall mask off end of streets and intersections to provide straight lines:

1. Make straight lines along lip of gutters and shoulders. Keep the same application rate thickness in these areas. No runoff onto these areas will be permitted.
2. Vary edge lines no more than 1/2 inch per 100 feet.
3. Protect curb, gutter, and sidewalk from spatter, mar, or overcoat.

All labor, equipment, and material costs associated with the application of fog seal shall be incorporated into the bid unit price for this construction item of work.

Measurement: Measurement will be based on the square yards (SY) of existing asphalt street surface fog sealed to the required extents and application rate as shown on the map exhibits and as established by the specifications to the satisfaction of the Town Inspector.

Payment: Payment will be made on the bid unit price per square yard (SY) based on the measured quantity.

6. REMOVE & REPLACE CURB & GUTTER

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 301, Subgrade Preparation, Section 340, Concrete Curb, Gutter, Sidewalk, Curb Ramps, Driveway, and Alley Entrance , Detail 220, Curb and Gutter, and other related sections and details.

Description: The existing concrete curb and gutter sections (regardless of curb and gutter type) shall be removed and replaced where shown on the map exhibits contained herein, or as may be marked in the field by the Town Inspector.

Removal. Curb and gutter removal shall be made to the nearest construction joint (when within 5 feet), or to a full depth sawcut line. The removed concrete materials shall be hauled off site and properly disposed of at a landfill or other legal and approved site for this type of material.

Adjacent sections of curb and gutter shall be protected in place and not disturbed. Any sections outside the designated removal areas that may be damaged by the contractor's actions shall be removed and replaced at the contractor's sole expense.

Subgrade Preparation. The Contractor shall scarify and recompact the earth subgrade beneath the proposed 2' wide curb and gutter sections. Subgrade preparation shall be in accordance with the requirements of MAG Section 301, Subgrade Preparation. The subgrade shall be scarified to a depth of 6-inches and then moisture conditioned and compacted to at least 95% 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).

Curb & Gutter Construction. The new curb and gutter sections shall match the appearance and cross-section of the adjacent existing curb and gutter sections. Curb and gutter sections shall be constructed where shown on the map exhibits. Construction of the curb and gutter on the prepared subgrade shall be in accordance with MAG Standard Specifications Section 340, Concrete Curb, Gutter, Sidewalk, Curb Ramps, Driveway And Alley Entrance, and Standard Detail 220-1, Curb And Gutter, Type A, Vertical Curb & Gutter.

The work shall include all materials, equipment, and labor costs to remove and dispose of the existing curb and gutter sections and to prepare the subgrade and construct the new replacement curb and gutter sections. Sawcut lines, where required, are included and incidental to this construction item. Subgrade preparation is not measured separately as it is considered incidental to this bid item per MAG Specification Sections 301 and 340.

Measurement: Measurement will be based on the linear feet (LF) of existing curb and gutter sections satisfactorily removed and replaced as measured on the ground by the Town Inspector.

Payment: Payment will be made at the bid unit price per linear feet (LF) based on the measured quantity.

7. ADJUST WATER VALVE TO FINISH GRADE

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 345, Adjusting Frames, Covers, and Valve Boxes, Detail 270, Round Frame and Cover (and Grade Adjustments), Detail 390-1, Valve Box and Grade Adjustment, and Detail 390-2, Valve Box and Grade Adjustment (as applicable), and other related sections and details.

Description: The Contractor shall adjust water valve boxes as needed to match and be flush with the new asphalt pavement surface in accordance with MAG Standard Specification Section 345, Adjusting Frames, Covers, And Valve Boxes, Standard Detail 270, Round Frame And Cover and Grade Adjustments, and Standard Details 391-1 and 391-2, Valve Box Installation And Grade Adjustment, as applicable, and to the lines, grades, and elevations matching the surrounding newly constructed asphalt pavement surface.

The work shall include all materials, equipment, and labor costs to adjust the existing water valve box to finished grade, as required, including any and all materials and supplies needed to complete the adjustments.

Measurement: Measurement will be based on each (EA) existing water valve box adjusted to match and be flush with the new pavement surface, as confirmed and accepted by the Town Inspector.

Payment: Payment will be made at the bid unit price per each (EA) based on the measured quantity.

8. ADJUST SEWER CLEANOUT TO FINISH GRADE

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 345, Adjusting Frames, Covers, and Valve Boxes, Detail 270, Round Frame and Cover (and Grade Adjustments), and other related sections and details.

Description: The Contractor shall adjust sewer cleanout boxes and covers as needed to match and be flush with the new asphalt pavement surface in accordance with MAG Standard Specification Section 345, Adjusting Frames, Covers, And Valve Boxes and Standard Detail 270, Round Frame And Cover (and Grade Adjustments), and to the lines, grades, and elevations matching the surrounding newly constructed asphalt pavement surface.

The work shall include all materials, equipment, and labor costs to adjust the existing sewer cleanout boxes and covers to finished grade, as required, including any and all materials and supplies needed to complete the adjustments.

Measurement: Measurement will be based on each (EA) existing sewer cleanout box and cover adjusted to match and be flush with the new pavement surface, as confirmed and accepted by the Town Inspector.

Payment: Payment will be made at the bid unit price per each (EA) based on the measured quantity.

9. ADJUST MANHOLE TO FINISH GRADE

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 345, Adjusting Frames, Covers, and Valve Boxes, Standard Detail No. 422, Manhole Frame and Cover Adjustment, and other related sections and details.

Description: The Contractor shall adjust manhole frames and covers to match and be flush with the new finished grade of the asphalt pavement surface in accordance with MAG Standard Specification Section 345, Adjusting Frames, Covers, and Valve Boxes, and MAG Standard Detail 422, Manhole Frame and Cover Adjustment, and to the lines, grades, and elevations matching the surrounding newly constructed asphalt pavement surface.

The work shall include all materials, equipment, and labor costs to adjust the manhole frame and cover to finished grade as required including any materials and supplies needed to complete the adjustments.

Measurement: Measurement will be based on each (EA) manhole frame and cover adjusted to match and be flush with the new finished grade pavement surface as confirmed by the Town Inspector.

Payment: Payment will be made at the bid unit price per each (EA) based on the measured quantity.

10. APPLY WHITE THERMOPLASTIC STOP BAR, 24" WIDE

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

Description: The Contractor shall furnish and apply approved thermoplastic pavement markings, white stop bar striping, to the required 24" width, length, and configuration shown on the map exhibits contained herein, and as may be directed by the Town Inspector.

The thermoplastic stop bar shall be 0.060-inch thick (60 mils) striping. Apply thermoplastic striping from 30 to 45 days after asphalt pavement construction completion.

The work shall include all materials, equipment, and labor costs to properly apply the thermoplastic pavement markings, white stop bar striping, 24" width, in accordance with Section 704, Thermoplastic Pavement Markings, of the ADOT Standard Specifications.

Measurement: Measurement will be based on the linear feet (LF) of 24" wide thermoplastic stop bar striping properly applied and as measured by the Town Inspector.

Payment: Payment will be made at the bid unit price per linear feet (LF) of stop bar pavement marking installed based on the measured quantity.

11. CONSTRUCT SPEED HUMP

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 321, Placement and Construction of Asphalt Concrete Pavements, Standard Detail No. 210, Residential Speed Hump, Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, 2021 Edition, Section 704, Thermoplastic Pavement Markings, and other related sections and details.

Description: The work involves construction of an asphalt concrete pavement speed hump with approach and departure pavement markings at the locations shown on the plans.

The speed hump shall be constructed in accordance with MAG Standard Detail No. 210, Residential Speed Hump.

The construction of the speed hump work shall include all materials, equipment, and labor costs to construct the asphalt speed humps and apply the speed hump chevron markings at the locations and in accordance with the plans, details, and specifications. Asphalt milling work around the perimeter of the speed hump shall be included and is considered incidental to this bid item of construction work.

Measurement: Measurement will be based on each (EA) speed hump, including all associated markings, satisfactorily completed as confirmed by the Town Inspector.

Payment: Payment will be made at the bid unit price per each (EA) based on the measured quantity.

12. TRAFFIC CONTROL

Description: Each block of Randall Avenue within the project limits may be closed to public through traffic as needed and when needed for the duration of the project. However, the Contractor shall make provisions to provide access to and from abutting properties for all property owners, residents, visitors, and public safety officials for the entire project duration. This may require providing temporary access routes, aggregate material ramps at driveways, and flagging for one-way traffic during intervals throughout the construction operations period. Access routes to and from the properties must be well maintained, suitable, and safe for use by the users.

On 3rd Street within the project limits, the Contractor shall only close the area needed for workspace on each side of the speed hump while construction is being conducted. Access to and from residences outside the construction work zone shall be maintained to the greatest extent possible. Restricted access to and from residences with the construction work zone shall be kept to the minimum length of time necessary to construct the speed hump and associated improvements.

The Contractor is expected to employ good public relations and work closely with the residents and property owners to be sure they are satisfied with the extent and condition of ingress, egress, and access routes. The Contractor shall notify and advise the parties in advance of the duration of any temporary closures that may be needed at any time during the course of construction operations.

Traffic control applies to pedestrians and bicycle traffic in addition to vehicular traffic.

Traffic control for the construction of this project shall comply with the requirements set forth in MAG Section 401, Traffic Control, as appended and modified by the requirements set forth herein.

Where and when needed, the Contractor shall use flagging to allow traffic to safely pass through the construction site single file and in one direction only at a time. Signals or a pilot car may be employed if and as needed.

Subsection MAG 401.2, Traffic Control Devices

Supplement the subsection with the following:

- (C) All traffic control devices and their application shall conform to the MUTCD, these specifications, and any field modifications made by the Town.

- (D) Traffic cones shall only be used during daylight hours and shall be a minimum of twenty-eight (28) inches high. Daylight hours are defined as 1/2 hour after sunrise to 1/2 hour before sunset. All traffic cones shall have retroreflective bands installed per MUTCD guidelines.

- (E) It shall be the responsibility of the Contractor to provide, erect, maintain, remove, and/or relocate all temporary and existing traffic control devices necessary to properly mark and control the construction area(s) for the safe and efficient movement of all roadway users through and around the work zone(s).

- (F) The Contractor shall provide all additional traffic control devices as determined by the Town and its Engineer and Inspector to safely control traffic through and around the work zones.

- (G) The Contractor shall install temporary traffic control warning signs and related devices prior to the start of any work in accordance with the approved Traffic Control Plan.

- (H) All temporary traffic control devices shall be ballasted with sandbags or other approved ballast. The number of sandbags used shall be enough to withstand the range of wind gusts expected to provide adequate safety for the traveling public.

- (I) The Contractor shall place standard warning flags above all construction zone traffic control signs. Additionally, the Contractor shall use flashing yellow warning lights to mark traffic control devices at night.

Subsection MAG 401.3, Flagmen or Pilot Cars

Supplement with the following:

Traffic Control shall include providing pilot cars and drivers as needed and required. All pilot cars shall be vehicles registered and licensed to operate on public roadways in the State of Arizona. The time necessary for the pilot car turnaround shall not exceed ten (10) minutes.

At the Contractor's option, the Contractor may use uniformed off-duty law enforcement officers to assist with traffic control for this project during work activity hours. All requests for off-duty officers will be made through the Town's Police Department. The Contractor must provide evidence of workmen's compensation coverage before any officer will be permitted to work on the project.

Subsection MAG 401.4, Traffic Control Measures

Supplement with the following:

All traffic control personnel shall be knowledgeable of MAG's, ADOT's, and Town traffic control requirements.

Construction shall not commence without an approved Traffic Control Plan (TCP). As soon as possible, but no later than at the time of the pre-construction meeting, the Contractor shall submit preliminary traffic control plans for review by the Town. The Contractor shall design the traffic control plan using the posted speed limit existing prior to the start of work as the design speed.

The Traffic Control Plan shall show all striping, signing, and barricading along with the locations and distances for all traffic control devices for all movements of the roadway users during the construction period, including all detour routes. The Traffic Control Plan shall also show the duration of each construction phase with the start and end dates. The Town shall, within ten (10) working days, review the plan and notify the Contractor of approval of the TCP or note the changes determined to be needed to the plan.

The Contractor shall designate a Traffic Control Technician, who has been properly trained and certified in the application of work zone traffic control, to maintain all necessary traffic control devices during the entire construction period. At the beginning and end of each workday, and periodically throughout the day, the Traffic Control Technician shall inspect the construction work site and all traffic control signs, barricades and related devices. A diary shall be maintained documenting the traffic control in place and the required inspection reconnaissance site visits.

The Traffic Control Technician shall ensure that all construction signs and barricades are standing upright in accordance with the approved traffic control plan, free of dirt and debris, and visible to the intended traffic. At the end of the workday, all non-essential traffic control devices shall be removed and stored.

The Contractor shall immediately correct all deficiencies noted by the Town. The Contractor shall provide after-hours contact information for the Traffic Control Technician prior to or during the pre-construction meeting for the project. The Contractor shall provide and maintain all necessary traffic control devices until acceptance of the project by the Town.

Traffic Control shall include providing flagging and flaggers as needed and required. All flaggers shall be properly trained and certified by a recognized source, such as the International Municipal Signal Association (IMSA) and shall always carry proof of training with them.

It is acceptable for the Contractor to use Automated Flagger Assistance Devices (AFADs) on this project as a safety enhancement. AFADs utilized on this project shall comply with the specific standards set forth in the MUTCD Section 6E.04 for the application.

If the Contractor fails to provide adequate traffic control measures, the Town and its Engineer may have the work accomplished by other sources. The cost of having this work accomplished through other sources shall be computed in accordance with MAG Standard Specifications Section 109.5, Actual Cost Work. The total cost shall be deducted from monies due, or to become due, to the Contractor. The Town shall make the final determination on the need and cost related to the outsourcing of the traffic control work.

Subsection MAG 401.5, General Traffic Regulations

Supplement with the following:

The Town Public Works and Police Departments shall be provided with the name and cell/mobile phone number of the designated Traffic Control Technician responsible for twenty-four (24) hour maintenance of all traffic control devices.

The Contractor shall post signs on the project site starting one week in advance of construction requiring lane restrictions or closures. The advisory signage will advise the public of the project and duration. A copy of the messaging shall be provided to the Town for approval prior to its use. This signage shall be included in the Traffic Control Plan.

The Contractor shall supply adequate notification signs for the purpose of informing the public concerning the project and the scheduled dates of construction and times of day for the work. Notification signs shall be posted seventy-two (72) hours prior to construction operations. For Monday work, signs shall be up by 6:00 a.m. the Friday before. Signs shall be four (4) feet x eight (8) feet with an orange background and black legend.

Message to read:

**ROAD RECONSTRUCTION RESTRICTIONS
SCHEDULED FOR *(insert Month & Days)*
USE ALTERNATE ROUTE**

A road closure for the convenience of the Contractor is not authorized without a signed and maintained detour route.

ADOT Encroachment Permit: Traffic control is particularly important for this project due to the location of some of the improvements within the ADOT right of way for SR 77. The Contractor shall not encroach onto the roadway pavement of the highway at any time with construction stockpiles or materials.

The Contractor shall apply for an ADOT Encroachment permit to complete the work under this contract (includes application with Contractor's certificate of insurance and traffic control plan). The Contractor's traffic control plan and insurance must receive the approval of ADOT, and the traffic control plan shall comply with all ADOT and MUTCD requirements. Traffic control plan approval from ADOT and the Town is required before any work that encroaches on ADOT ROW may commence. Provide a copy of the encroachment permit to the Town and its Engineer.

Traffic control for any and all work along and within ADOT Right of Way for Highway SR 77 shall comply with all requirements of the ADOT Encroachment Permit for this project and any special requirements imposed by ADOT for working in close proximity to traffic on the highway. The Contractor shall coordinate closely with ADOT officials throughout the duration of the project to ensure safe passage of vehicles.

Measurement: Measurement shall be on a lump sum (LS) basis for all labor, equipment, materials, rentals, and supplies involved in full time traffic control for the total duration of construction activities as required (all construction work includes the application of painted and thermoplastic striping and markings).

Payment: Payment shall be a partial lump sum (LS) amount for the previous month based on the prorated percentage completion of the total contract amount and schedule duration (e.g. for a 120-calendar day/4-month project, payment will be made for 1/4 the lump sum amount each month for the 4 months).

The total lump sum amount shall be considered full compensation for the work as described herein and necessary for safe and effective traffic control for the full duration for the project and for all work associated with this bid item, whether specifically stated or not.

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 and 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 and 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 Contractor shall obtain approval of the property owner(s) and the Town when using vacant private property to park and service equipment, and/or to store materials for use on this project.

The following conditions apply:

- a. The Contractor shall notify adjacent property owners/residents of the proposed use.

- b. Any use of vacant property adjacent to or near the project for parking or servicing equipment and/or storing of material will require the Contractor to obtain written approval from the property owner. This approval shall contain any requirements which are a condition of this approval.
- c. A copy of the property owner's approval shall be submitted along with the Contractor's request to the Town for approval for the use of the storage, staging, and marshaling yard in connection with the project. An appropriate distance from adjacent properties will be set by the Town on a case-by-case basis based on the size and type of equipment to be used on the project.
- d. The yard shall be fenced and adequately dust-proofed in a manner such as to preclude dirt and dust blowing off the site and tracking of mud onto paved or unpaved streets.
- e. Work in the yard shall be scheduled so as to comply with the Town's Noise Ordinance and other applicable ordinances, rules, and regulations pertaining to construction activities.
- f. Equipment, materials, supplies, etc., shall be located so as to minimize impact on adjacent properties. A sound barrier may be required if deemed necessary by the Town.
- g. The Contractor shall clean up the property promptly upon completion of use and shall provide a signed property release as a condition of final acceptance.

The Contractor's request for approval of the storage and staging yard shall specify in detail how the Contractor proposes to comply with requirements set forth above.

Storage and staging areas shall be provided with security fencing and a scrubber pad to keep from tracking dirt/mud onto street surfaces.

Site Use and Clean-up:

Fine grading of disturbed surfaces; returning storage and 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 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 70% 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 30% 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 measured or paid for separately:

Water Used by the Contractor for Construction Purposes

- The Contractor shall establish an account with ARIZONA WATER to purchase water used at a nominal rate for construction purposes, so there is a record of the water usage. Arizona water will designate a hydrant to use and will provide a meter for this purpose. The Contractor shall reimburse the ARIZONA WATER for the cost of water

used for this project. The cost of associated work and the cost of water used are incidental to the overall project.

Construction 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

- There may be other items of work shown and called for on the plans.

End of Technical Specifications Section

