

BID DOCUMENTS

CITY OF KINGMAN

124-22

JAVC VETERAN'S TRANSITIONAL HOUSING

PROJECT

TABLE OF CONTENTS

INVITATION TO BID	1
INSTRUCTIONS FOR BIDDERS	4
BIDDER'S STATEMENT OF QUALIFICATIONS	7
GENERAL CONDITIONS	12
SCOPE OF WORK	29
PLANS	30
BID PROPOSAL	43
HUD 1040	47
LS-2 CONTRACTOR'S CERTIFICATION	52
LS-3 SUB-CONTRACTOR'S CERTIFICATION	55
SECTION 3 CLAUSE AND FORMS	58
REQUIRED STANDARD CERTIFICATIONS	82
AFFIDAVIT OF NON-COLLUSION	90
HUD CURRENT WAGE DETERMINATION	91

City of Kingman
INVITATION TO BID
Veteran's Transitional Housing Project
315 Oak Street, Kingman AZ 86401

The *City of Kingman* hereinafter referred to as *City*, through a Community Development Block Grant – CV (CDBG-CV) from the State of Arizona Department of Housing (ADOH) will accept bids from qualified firms or individuals with a *minimum of a B-2 commercial license* as registered with the Arizona Registrar of Contractors to perform the following services:

Project Description

This federally funded project consists of the rehabilitation of the building at 315 Oak Street:

A free standing 22,148 square foot office building constructed in 1963 to be rehabilitated into a transitional housing for homeless veterans; the building interior will include offices for the non-profit agency, therapy office, conference rooms, library / resource center, a kitchen, bathrooms and 25 bedrooms. Currently 98 percent of the framing has been completed. The building has been tested for hazardous materials and cleared by ADEQ.

Objective/Scope of Work

The contractor shall furnish all materials, labor, equipment, services, transportation and perform all the work for the *City's* project known as the *Veteran's Transitional Housing Project* for the *City of Kingman, Kingman Arizona* as called for in the Specifications and Drawings. 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.

Proposals

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

Sealed bids will be received in the office of the City Clerk, Kingman City Hall, 310 N 4th Street until 3:00 p.m., on Thursday, June 9, 2022, at which time all bids received will be opened and the amount of the total bid and alternates read aloud. Failure of the proposer to complete all of the bid documents may result in rejection of the proposal. All bids should be identified as "*Sealed Proposal – Veteran's Transitional Housing Project*".

A bid security in the form of a certified check, cashier's check or bid bond in the amount of five percent (5%) of the bid shall accompany each proposal. 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 *City of Kingman*. Said bid security shall be considered liquidated damages and shall be forfeited to the *City of Kingman* 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 *City* will conduct a mandatory pre-bid conference and site inspection on *Thursday, May 12, 2022*, beginning at *10:00 a.m.* Interested bidders should meet at the *project site, 310 Oak St Street, Kingman AZ* which is accessible to persons with disabilities. Individuals with special accessibility needs, may contact the *City of Kingman, City Clerk* at (928) 753-8102; or e-mail at *ameredith@cityofkingmna.gov* at least seventy-two (72) hours prior to the meeting.

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 architect or the *City*, 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 *City's* approved plans.

Copies of the plans, specifications and contract documents may be obtained at the *to be determined*.

Bidding documents may be examined at the *City Hall, 310 N 4th Street, Kingman AZ* and at:
online at https://urldefense.proofpoint.com/v2/url?u=https-3A_drive.google.com_drive_folders_1fDly23wmElm-5F3z9ejnYVvMitkwYNpKSt-3Fusp-3Dsharing&d=DwMFaQ&c=euGZstcaTDIvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=C1-BSNxndWiwaX6DY7Tkm6sq0y27j5HKvggoFssldFg&m=Q9pAIHSI5VQypK7Fn5FsOhNXp47HP3I0PMvcOKaH0SA&s=YYvpj-bEtbun0W7Ob6Xq82twxq6QcTMEoUG8WVdJO4&e=

and City of Kingman

The Bid Invitation will be published for 2 consecutive weeks in the newspaper which serves the area, as well as mailed out to contractors listed on our approved contractor's list.

Correspondence, questions and/or clarifications of the bidding procedure should be directed to: *Project Manager, Denise Bishop, D Bishop Consulting, 208 N 4th Street, Kingman, AZ 86401; phone number: (928) 208-5841; or e-mail: dbishopconsulting04@hotmail.com.*

The *City of Kingman* 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 *City of Kingman* 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.

The *City of Kingman* is an Affirmative Action/Equal Opportunity Employer

Dated this 14th day of April

Instructions to Bidders

Submit one (1) original and two (2) copies of the bid which shall be sealed and filed at the time and place indicated in the Invitation to Bid. Bidders must adhere to the following:

1. 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 (5) years in the construction of public facilities, specifically identifying projects funded with federal dollars subject to federal Labor Standards/Davis-Bacon. List the most representative projects. Be certain to include information on how to contact the owner as these references may be verified during the scoring process.
 - b. Identify the project team (owner, construction supervisor, bookkeeper, etc.) and crew make-up by classification (carpenter, concrete finisher, laborer, etc.). Remember to submit short resumes of the key personnel.
 - c. Provide a list of current major project commitments by the firm.
 - d. Provide a minimum of three (3) credit references including company name, contact person, address and telephone number.
2. Utilizing the form provided, identify sub-contractors and material suppliers known when bid is submitted.
3. Provide a detailed timeframe for project completion.
4. 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 owner or corporate officer of the bidder.
5. Utilizing the form provided, submit the Certifications. This form is to be signed by the owner or corporate officer of the bidder.

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 amount of the 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 of Oz* 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 *City of Kingman*.

The Certificate of Insurance shall name as additional insured the *City of Kingman* and *D. Bishop Consulting*. 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 sub-contractor 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.

COMPLETE THE FOLLOWING INSURANCE REQUIREMENTS AFTER CONSULTATION WITH LEGAL COUNSEL.

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

Award of the Contract

The *City of Kingman* reserves the right to reject any and all bids and to award the contract to other than the low bidder with good cause. The *City* further reserves the right to waive any informality or irregularities in the bidding process. Additionally, the bidder recognizes the right of the *City* 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 thirty (30) 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 thirty-one (31) 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. If the bidder fails to execute the contract, the *City* may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the *City*.

Notwithstanding any delay in the preparation and execution of the formal contract, each bidder shall be prepared to commence work within seven (7) days of receipt of the Notice to Proceed.

Protest Procedure

Bid protests shall be submitted in writing to: *City Clerk, City of Kingman, 310 N 4th Street, Kingman, AZ 86401* within *seventy-two (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, *Project Manager* or others, the *City* will respond to the protest. The *City of Kingman* 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.

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: City of Kingman

ADDRESS: 310 N 4th Street
Kingman, AZ 86401

SUBMITTED BY:

NAME:

DUNS NUMBER:

TAXPAYER/EMPLOYER ID NUMBER:

ADDRESS:

PRINCIPAL OFFICE:

- ☐ Corporation
- ☐ Partnership
- ☐ Individual

- ☐ Joint Venture
- ☐ Other

1. How many years has your organization been in business as a general contractor?

2. How many years has your organization been in business under its present business name?
 - a. Under what other or former names has your organization operated?

3. If a corporation, answer the following:
 - a. Date of incorporation
 - b. State of incorporation
 - c. President's name
 - d. Vice-president's name(s)
 - e. Secretary's name
 - f. Treasurer's name

4. If an individual or a partnership, answer the following:
 - a. Date of organization
 - b. Name and address of all partners (state whether general or limited partnership)

5. If other than a corporation or partnership, describe organization and name principals.

6. List states and categories in which your organization is legally qualified to do business.
Indicate registration or license numbers. List states in which partnership or trade name is filed.

7. We normally perform the following work with our own forces.

8. Have you ever failed to complete any work awarded to you? If so, note when, where and why.
9. Within the last five (5) 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, architect, contract amount, percent complete and scheduled completion date.
11. On a separate sheet, list the major projects your organization has completed in the past five (5) years, giving the name of project, owner, architect, 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. Trade references.

14. Bank references.
15. Name of bonding company and name and address of agent.
16. Attach a financial statement, audited if available, including contractor's latest balance sheet and income statement showing the following items:
- a. Current assets (i.e. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).
 - b. Net fixed assets.
 - c. Other assets.
 - d. Current liabilities (i.e. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
 - e. Other liabilities (i.e. capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).
 - f. Name of firm preparing financial statement and date thereof.
 - g. Is this financial statement for the identical organization named on Page One (1)?
 - h. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (i.e. parent-subsidary).
 - i. Will this organization act as guarantor of the contract for construction?
17. Dated at _____ this _____
day of _____, 20_____.

Name of organization: _____

By

Title

18. _____ being duly sworn deposes and says that he/she is
the _____ of _____
contractor(s) and that answers to the foregoing questions and all statements therein contained
are true and correct.

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

GENERAL CONDITIONS

FEDERAL FUNDS: This contract is being funded by a **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV)**, under a grant to the City of Kingman from the **ARIZONA DEPARTMENT OF HOUSING (ADOH) AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**. The Contractor acknowledges that all applicable Federal Regulations and laws apply, and he must provide proof of registration with Sam.gov and proof of his designated DUNS number.

CONTRACT: The "Contract" is the written agreement covering the performance of the work and the furnishing of labor, materials, incidental services, tools, and equipment in the construction of the work and incorporates the "Contract Documents". It also includes supplemental agreements amending or extending the work contemplated in the manner hereinafter described and which may be required to complete the work in an acceptable manner to the City. The Contract may include Contract change orders.

CONTRACT DOCUMENTS: The "Contract Documents" consist of the bidding requirements, contract forms, conditions of the contract including General and/or Supplemental General Conditions, Special Provisions, the technical specifications, and the drawings, including all Addenda and modifications thereafter incorporated into the documents before their execution and including all other requirements incorporated by specific reference thereto and under which Contractor is obligated to perform.

CITY INSPECTOR: Representative of the City and responsible for the supervision of Contractor's requirements under the Contract and through whom authorized City communications may be delivered and through whom Contractor delivers communications, not including Notices.

FIELD ORDER AND CHANGE ORDERS: A Field Order is a written order issued by the City Inspector to the Contractor during construction, which interprets either the technical specifications and/or drawings for the work to be performed by Contractor, including all addenda and modifications, which may be incorporated into the technical specifications and/or drawings before the Bid Opening Date. A Change Order is a written order effecting a change in the work which involves: 1) any adjustment in the Contract Price; 2) any change in the plans, specifications and/or drawings for performance off the work; or 3) any extension of the Contract time. Field Orders, which may only involve interpretation of the plans, drawings and/or technical specifications contained within the Contract Documents, may be issued by the City Inspector to the Contractor during construction but all Change Orders must be approved in advance by the Project Manager and/or the City.

IMMIGRATION LAW: Contractor shall comply with the Federal Immigration Reform and Control Act of 1986 (IRCA). Contractor understands and acknowledges the applicability of the IRCA to Contractor. Contractor agrees to comply with the IRCA in performance of any resultant Contract and to permit the City inspection of their personnel records to confirm compliance.

Contractor will remain in compliance throughout the performance of this Contract. Contractor also warrants that it and any subcontractors used in performance of this Contract are in compliance with State law (see A.R.S. §23-214A) and Contractor further acknowledges that pursuant to A.R.S. §41-4401, a breach of this warranty is a material breach of this Contract subject to penalties up to and not including termination of this Contract, and that the City retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Contract to ensure compliance with this warranty.

WRITTEN NOTICE: The term "Written Notice" or the requirement to notify signifies a written communication delivered in person or by certified or registered mail to Contractor or to the City as listed in the Contract.

SUBSTANTIAL COMPLETION: "Substantial Completion" shall be that degree of completion of the project or a defined portion of the project sufficient to provide the City at the City's discretion, the full-time use of the project or defined portion of the project for the purposes for which it was intended. "Substantial Completion" shall not be considered final acceptance.

WORK: The word "work" within these Contract Documents shall include all material labor, tools utilities, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the contract, and any additional items not specifically indicated or described which can be reasonably inferred as pertaining to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure.

NOTICE TO PROCEED: After the City has issued an Notice of Award, Contractor shall provide the Performance Bond, the Payment Bond, the certificate of Insurance, the work schedule, the monthly cash flow, and a signed agreement within ten (10) calendar days. The City's attorney will review each document and, if they are found to be acceptable, City will sign and execute the Contract. Within a period of ten (10) calendar days after executing the Contract, City will issue a Notice to Proceed. Within ten (10) calendar days of the effective date of the Notice to Proceed, the work shall commence. Contractor will not commence any work until the Notice to Proceed has been issued. Contractor is not entitled to any compensation for any work from the City until the City has issued a Notice to Proceed to the Contractor.

ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS: The City may furnish additional instructions to the Contractor by means of drawings or otherwise, during the progress of the work as necessary to make clear, to define in greater detail, the intent of the specifications and Contract drawings. The additional drawings and instruction supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

SCHEDULE, REPORTS AND RECORDS: Contractor shall submit to Project Manager certified payrolls, estimates, records and other data where applicable as are required by the Contract Documents, Project Manager or City Inspector for the work to be performed. After Contract award and prior to the Pre-Construction Conference, Contractor shall prepare for submittal to

the Project Manager review and approval, a detailed progress schedule. The progress schedule shall be brought up to date and submitted to the Project Manager prior to each progress payment request and at any other time intervals as the Project Manager may request. Contractor shall retain and make available to the City and to any federal agency administering a grant involved with the project, all records, including books, documents, papers, and electronically stored data related to the project for a period of five years subsequent to Notice of Completion of the project.

DRAWINGS AND SPECIFICATIONS: The intent of the drawings and specifications is that the contractor shall furnish all labor, materials, tools, equipment, utilities, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable quality and manner, ready for use, occupancy or operation.

MATERIALS, SERVICES, AND FACILITIES: It is understood that, except otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time. Only materials conforming to specifications and approved by Project Manager and City Inspector shall be used in the work. All material proposed for use may be inspected or tested at any time during their preparation and use.

Contractor warrants to the City that the materials and equipment furnished under the Contract will be new and of a quality equal to that specified or approved and, that all work will be good quality, free from faults and defects and in conformance with the Contract documents. Mechanical and electrical equipment shall be the products of manufacturers of established good reputations and regularly engaged in the fabrication of the equipment. All materials which the City Inspector or Project Manager had determined do not conform to the requirements of the plans and specifications will be rejected and shall be removed immediately from the vicinity of the work by the Contractor at his own expense.

If any part or portions of the work done or material furnished under the Contract proves defective or nonconforming with the drawings and specifications, and if the imperfection is not of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal will create conditions which are dangerous or undesirable, the Project Manager shall have the right and authority to retain the work but shall make any deductions in the final payment as may be just and reasonable. Adjustment shall be affected whether or not final payment has been made.

INSPECTIONS AND TESTING: All material and equipment, used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally

accepted standards, as required and defined in the Contract Documents and as required by law or ordinance.

If any work is covered contrary to the written instructions of the City Inspector or prior to inspection, it must, if requested by the City Inspector, be uncovered for observation, and replaced at the Contract's expense.

If the City Inspector considers it necessary or advisable that work that has already been approved be inspected or tested by the City Inspector or others, the Contractor, at the City Inspector's request, will uncover, expose to otherwise make available for observation, inspection or testing that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If the work is defective, the Contractor will bear all the expenses of the uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If the work is not found to be defective, the Contractor will be allowed an increase in the Contract price or an extension for the Contract time, or both, directly attributable to the uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

SUBSTITUTIONS: Whenever a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function may be considered. Contractor may recommend the substitution of a material, article, or piece of equipment, and if, in the opinion of the Project Manager or City inspector, the material, article, or piece of equipment is of equal substance and function to that specified, the City Inspector or Project Manager may approve of its substitution and use by Contractor. Any cost differential shall be deductible from the Contract price and the Contract Documents shall be appropriately modified by Change Order. Contractor warrants that if substitutions are approved, no major changes in the function or general design of the product will result. Incidental changes or extra component parts required to accommodate the substitution will be made by the Contractor without a change in the Contract price or Contract time. Any substitutions not properly approved and authorized by the City Inspector or Project Manager may be considered defective and the Contractor may be required to remove the substituted material, article, or piece of equipment. In that event, Contractor bears any, and all costs associated with removal of the substituted item(s), including, but not limited to, engineering, inspection, testing or surveying costs incurred by the City.

SURVEYS, PERMITS, REGULATIONS: Contractor shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of benchmarks adjacent to the as shown in the Contract Documents. Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors, which may have been made in laying out the work.

Permits and licenses and easements of a temporary nature necessary for the prosecution of the work shall be secured and paid for by Contractor unless otherwise stated in the Supplemental General Conditions. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If Contractor perceives that the Contract Documents are at variance therewith, he shall promptly notify the City Inspector and Project Manager in writing and any necessary changes shall be adjusted as provided in the section titled "CHANGES IN THE WORK". If Contractor performs and works knowing it to be contrary to any laws, ordinances, rules and regulations, and does not notify the City Inspector or Project Manager, he assumes full responsibility and bears all costs attributable to that work.

PROTECTION OF WORK, PROPERTY AND PENSIONS: Contractor shall have sole responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees on the work site and other persons who may be affected thereby, all the work and all the materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawn, walks, pavements, roadways, structures, utilities and other items not designated for removal or replacement in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when the course of work may affect them. Contractor shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of City, or anyone employed by the City for whose acts City may be liable, and not attributable, directly or indirectly, in whole or part, to the fault or negligence of the Contractor.

In emergencies affecting the safety or person or the work or the property at the site or adjacent thereto, Contractor, without special instruction or authorization from the City Inspector, Project Manager or City, shall act to prevent threatened damage, injury or loss. He shall give City prompt written notice of any significant changes in the work or deviations from the Contract Documents caused hereby, and a Change Order shall thereon be negotiated and issued covering the charges and deviations involved, as provided in the section titled "CHANGES IN THE WORK".

Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents and the safety of all those at the site. The person shall be a Contractor's Superintendent unless otherwise designated by Contractor in writing to the City.

Contractor is required to provide a copy of its written safety programs to the City and Project Manager for review by the Risk Management Division prior to commencing work.

PUBLIC SAFETY: Contractor shall furnish, at his own expense, and without any additional cost to the City, any flagman and guards as are reasonable and necessary to give adequate warning to the public of any dangerous conditions which may be encountered by motorists and/or pedestrians, and Contractor shall furnish, erect and maintain any fences, barricades, lights, signs and other traffic control devices as may be instructed by the City.

If Contractor is neglectful, or negligent in furnishing and/or maintaining warning and protective facilities as required herein, the City may furnish and/or maintain those facilities and charge Contractor by deducting the cost from periodic progress payments due the Contractor.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, or with the property owner's reasonable access to or use of the property.

SUPERVISION BY CONTRACTOR: Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall employ and designate in writing by Contractor as Contractor's representative at the site. The supervisor shall have full authority to act on behalf of Contractor and all communications given to and by the supervisor shall be binding as if given to and by Contractor. Contractor shall be responsible to City, Project Manager, and property owner for the acts and omissions of the employees, subcontractors, and the agents and employees, and other persons performing any other work on the contract with the Contractor.

CHANGES IN THE WORK: The City may at any time, as the need arises, order changes within the scope of work without invalidating the Contract. If changes increase or decrease the amounts due to Contractor under the Contract Documents, or results in changes in the time required for performance of the work, those adjustments shall be authorized by a written change order approved by the City or the Project Manager.

The City may, at any time, by issuing a Change Order, make changes in the plans, specifications, or other details of the work. Contractor shall proceed with the performance of any changes in the work so ordered by the City, unless the Contractor believes that the Change Order entitles him to a change in the Contract price or time, or both, in which event he shall give the City and Project Manager written notice within seven (7) calendar days after the receipt of the ordered change. Contractor shall justify the basis for the change in Contract price or time through written documentation submitted to City within fourteen (14) calendar days after Contractor's receipt of the Change Order. Contractor shall not execute any changes in the work until and unless Contractor has received an executed Change Order approved by the Project Manager. If the Contractor wishes to make a claim for an increase in the Contract price, he shall give Project Manager written notice within fourteen (14) calendar days after the occurrence of the event-giving rise to the claim. This notice shall be given by Contractor before proceeding to

execute the work, except in an emergency endangering life or property, in which case Contractor shall proceed in accordance with the provisions of the Contract. No claim is valid, unless made by Contractor in accordance with the provisions of the Contract. Any change in the Contract price resulting from a claim shall be authorized in a written change order approved by the Project Manager.

The value of any work covered by a change order shall be determined by one or more of the following methods in order of precedence listed below:

- A. Unit prices previously approved
- B. An agreed lump sums
- C. Cost plus percentage

Time for Completion and Liquidated Damages: The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed. Contractor shall proceed with the work at a rate of progress to insure full completion within the Contract time. It is expressly understood and agreed by and between Contractor and City, that the Contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

In case of failure on the part of the Contractor to complete the Contract within the time provided, or with a written extension as may be agreed upon by City, the Contract may be terminated by written notice given by City as specified in Section "PAYMENTS TO CONTRACTOR"

If Contractor is terminated, City shall have the right to take over the work and to proceed with the same until it is completed, either by performing the work itself directly, or by contracting it out to some other person or persons, and in that event City may take possession of and utilize, in completing the work, any materials, appliances and plant as may be on the site of the work and necessary for its completion. Nothing herein contained shall be deemed to limit the right of City in the event of any breach of Contract by Contractor, but all rights herein given to City are and shall be deemed to be additional to any other rights or remedies which City has under any provision of law. If Contractor fails to complete the work, or any part in the time agreed upon in the Contract or within any extra time as may have been allowed for delays by extensions granted as provided in the Contract, Contractor shall reimburse City for the additional expense and damage for each calendar day that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of the additional expense and damage incurred by reason of failure to complete the works is the per diem rate, as stipulated in section "TIME FOR COMPLETION AND LIQUIDATED DAMAGES". The listed amounts are hereby agreed upon as liquidated damages for the loss to City on account of expense due to the employment of engineers, inspectors, and other employees after the expiration of the time of completion, and on account of the value of the operation of the works dependent thereon. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages, which have accrued against Contractor. City shall have the right to deduct any damages from the amount due, or that may become due the Contractor, or the amount of damages shall be due and collectible from Contractor or his Surety. Contractor shall not be charged with liquidated damages or any excess costs when the delay in completion of

the work is due to one or more of the following: acts of God; acts of City; acts of another Contractor in the performance of a separate contract; fire; flood; epidemics; or quarantine restrictions; strikes; embargoes; and, extraordinary weather conditions. Written Notice of delay must be submitted to City for approval within three (3) calendar days of the occurrence. If the event notice is not given as provided, liquidated damages may be assessed.

Correction of Work: Contractor shall promptly correct all work rejected by City or City Inspector as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting the rejected work, including costs for replacement and removal. Contractor shall also bear the costs of making good all work of City or separate Contractor destroyed or damaged by the correction or removal. Corrective actions shall commence within ten (10) calendar days of Written Notice.

Subsurface Conditions: Contractor shall promptly, and before the conditions are disturbed, except in the event of an emergency, notify City by Written Notice of:

- A. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- B. Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

City shall promptly investigate any physical conditions identified by Contractor, and if the City or Project Manager finds those conditions materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made, and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice, provided that the City or Project Manager may, if determined the facts so given, consider and adjust any claims asserted before the date of the final payment.

Suspension of Work, Termination and Delay: City may suspend the work or any portion thereof for a period of not more than ninety (90) calendar days or for further time as agreed upon by Contractor. The suspension will be initiated by City. Written Notice documenting the suspension shall be delivered to Contractor. Contractor will resume work upon receiving another Written Notice from City to proceed. Contractor may negotiate an increase in the total Contract price or an extension of the Contract time, or both, directly attributable to any suspension.

In addition to any other reasons for termination provided in the Contract, Contractor shall be considered in default of the Contract and the default will be considered as cause for City to terminate the Contract for any of the following reasons if the Contractor:

- A. Fails to begin the work under the Contract within the time specified in the "Notice to Proceed," or
- B. Fails to perform the work or fails to provide sufficient workers, equipment, or materials to assure completion of work in accordance with the terms of the Contract, or

- C. Performs the work unsuitably or neglects or refuses to remove materials or to perform new work as may be rejected as unacceptable and unsuitable, or
- D. Discontinues the prosecution of the work, or
- E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- G. Allows any final judgement to stand against him unsatisfied for a period of ten (10) calendar days, or
- H. Makes an assignment for the benefit of creditors, or acceptable manner, or
- I. Is otherwise in breach of the Contract and has failed to remedy the breach within ten (10) calendar days of written notice of the existence of the breach, or
- J. Fails to provide safe conditions for his workers and/or the general public, or
- K. Fails to pay subcontractors in accordance with Section 8.27 Payments to Contractor.

If City considers Contractor in default of the Contract for any listed reason, City shall immediately give written notice to Contractor and Contractor's Surety as to the reasons for considering the Contractor in default and City's intent to terminate the Contract.

If Contractor or Surety, within a period of ten (10) calendar days after notice, does not proceed in accordance therewith, then City shall have, upon written notification of the facts of the delay or neglect, the power and authority without violating the Contract, to take the prosecution of the work out of the hands of Contractor. City may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of the Contract according to the terms and provisions thereof, or use any other methods, as in the opinion of City, will be required for the completion of the Contract in an acceptable manner.

All costs and charges incurred by City, together with the cost of completing the work under Contract, will be deducted from any monies due or which may come due to Contractor. If an expense exceeds the sum which would have been payable under the Contract, then the Contractor and the Surety shall pay to City the amount of the excess.

Where Contractor's services have been terminated by City, the termination will not affect any rights or remedies of City against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by City will not release Contractor from liability.

Upon several calendar days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy of City, elect to terminate the Agreement. In that case, Contractor shall be paid (without duplication of any items):

- A for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such work;
- B. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead on those expenses;
- C. for reasonable costs incurred in settlement of terminated contracts with subcontractors, suppliers, and others: and
- D. for reasonable expenses, directly attributable to termination

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from the termination.

When the Contract, or any portion is terminated before completion of all work, adjustments in the amount bid for the pay items will be made on the actual quantity of work performed and accepted, or as mutually agreed for pay items of work partially completed or not started. No claim for loss of anticipated profits will be considered.

Termination of the Contract or any portion thereof shall not relieve Contractor of responsibilities for the completed work nor the Surety of its obligation for and concerning any just claims arising out of the work performed.

Issuance of Notice of Completion and Final Acceptance by City: Upon completion of the project, a final inspection shall be requested by Contractor, in writing, and City will make an inspection within seven (7) calendar days. If all construction provided for and contemplated by the Contract is found completed to satisfaction, that inspection shall constitute the final inspection and City will make the final acceptance and issue a Notice of Completion to Contractor.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, City will give Contractor the necessary instructions for correction, and Contractor shall immediately comply with and constitute the final inspection provided the work has been satisfactorily completed. In that event, City will make the final acceptance and issue a Notice of Completion to Contractor.

Payments to Contractor: At the time a partial pay estimate is submitted, Contractor shall, at least ten (10) calendar days before each progress payment falls due (but not more often than once a month), submit to City a partial payment estimate filled out and signed by Contractor covering the work performed during the period covered by the partial payment estimate and supported by data as City may reasonably require. All partial and final pay estimates submitted by Contractor must be on a form that substantially conforms to City's Standard Application & Certificate for Payment template, a copy of which is available from City. If payment is requested on the basis of materials and equipment not incorporated in the work, title to those materials and equipment shall vest in City, and Contractor shall supply, at the time of submission of payment estimate, supporting documents satisfactory to City, to establish and protect City's interest in materials and equipment, and Contractor shall maintain appropriate insurance on same until time as actual possession occurs. City will, within twenty-one (21) calendar days of presentation of an approved partial payment estimate, pay Contractor a progress payment on the basis of the approved partial payment estimate. All payments by City must be mailed to Contractor via standard United States Parcel Post service and postmarked within twenty-one

(21) calendar days of presentation to City of an approved partial payment estimate. If Contractor desires an alternative payment method it will be the sole responsibility and expense, of Contractor to contact City's Finance Department directly and request an alternative method, provided, however, that the Finance Department is under no obligation to agree to an alternative method unless it determines, at its sole discretion, that the request is reasonable and acceptable to the Finance Department. City shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by Contract Documents. When the Contract is fifty percent completed, one-half of the amount retained shall be paid to Contractor provided the Contractor makes a written request for the payment and Contractor is making satisfactory progress on the Contract and there is no specific cause or claim requiring a great amount to be retained. After the Contract is fifty percent completed, no more than five percent of the amount of any subsequent progress payments made under the Contract may be retained providing Contractor is making satisfactory progress on the project, except that if at any time, City determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under the Contract subsequent to the determination.

Contractor shall promptly pay each subcontractor, upon receipt of payment from City on account of subcontractor's work, the amount to which subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to Contractor on account of the subcontractors' work. Contractor shall, by an appropriate agreement with each subcontractor, require each to make payments to sub-contractors in similar manner.

City shall have the right to enter the work area for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except as may be caused by agents or employees of City.

Contractor shall indemnify, defend and save City or City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. Contractor shall, at City's request, furnish satisfactory evidence that all obligations of the nature described above have been paid, discharged, or waived. If Contractor fails to pay lawful demands, the City may, but without obligation, and after having notified Contractor, either pay unpaid bills or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed. In paying any unpaid bills of Contractor, any payment made by City shall be considered as payment made under the Contract Documents by City to Contractor and City shall not be liable to Contractor for any payments made in good faith.

If any payment to Contractor is delayed after the date due, interest shall be paid at the rate of one percent per month or fraction of a month on such unpaid balance as may be due. If City fails to make payment sixty (60) calendar days after final completion and acceptance, including any retained amounts (subject to the presentation of waivers and releases as required by Section 8.28 below), in addition to other remedies available to Contractor, interest shall be paid at the rate of one percent per month or fraction of the month on unpaid balance as may be due, except for that amount necessary to pay the expenses City reasonably expects to incur in order to pay or discharge the expense determined by City in the finding justifying the retention or delay. Interest does not accrue on payments made after sixty (60) days when made in

connection with the City's actions to pay Contractor's unpaid demands by the parties listed in the immediately preceding section.

City may require Contractor to furnish partial releases or liens executed by all persons, firms, and corporations who have furnished labor services or materials incorporated into the work during the period of time for which the progress payment is due, releasing the lien rights as these persons, firms or corporations may have for that period. If any of the laborers, subcontractors, or material men service upon City a "Notice to City", or otherwise put City on notice that they are owed any unpaid money by Contractor, City shall have the right to pay these persons directly, and City shall receive a credit upon the Contract sum.

Acceptance of Final Payment and Release: Upon completion of the project, a Final Inspection shall be requested in writing by Contractor. Following City's acceptance of the work, City will issue a Notice of Completion to Contractor. Release of retained amounts may not be delayed without a specific written finding by City of the reasons justifying the delay in payment. No later than sixty (60) calendar days after the issuing of the Notice of Completion, and subject to Contractor's presentation of the necessary number of the Unconditional Waiver and Lien Releases (see Section 7.3) from all subcontractors, City will pay to Contractor the entire sum due after deducting all previous payments and all amounts retained under the provisions of the Contract. All previous prior partial estimates and payments are subject to correction in the final estimate and payment.

The acceptance by Contractor of final payment operates as an unconditional release by Contractor of City for any claims and all liabilities which may be asserted by Contractor against City for every alleged act and neglect of City, as well as City's agents and employees, relating to or arising out of the work. Any payment by City, however, final or otherwise, does not release Contractor or Contractor's agents or employees, or Contractor's Sureties, from any obligations they may have under the Contract Documents or the performance and payment bonds.

The Contractor shall maintain books, records, and documents of all costs and data in support of the services provided. The City of Kingman or its authorized representative shall have access to and the right to audit the books, records, and documents of the Contractor. These provisions for an audit will give the City of Kingman unlimited access during normal working hours to the Contractor's books and records as they pertain to this Contract.

Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the City of Kingman for a period of five (5) years all its books, records, documents, and other evidence bearing the costs and expenses of the services relating to the work hereunder.

In addition, since this Contract is funded under a grant from a Federal agency, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and works of the Contractor which are directly pertinent to a specific Federally funded program for the purpose of making audits, examinations, excerpts and transcriptions.

Insurance: Contractor shall purchase and maintain the following insurance during the term of the contract:

- A. Commercial General Liability and Property Damage Insurance including vehicle coverage protecting Contractor from all claims or personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether the operations be by Contractor or by any subcontractor, or anyone directly or

indirectly employed by Contractor or by a subcontractor. Insurance shall be written with a limit of liability to include primary and excess coverage in an amount not less than \$2,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage.

- B. Fire and Extended Coverage Insurance upon the project to the full insurable value thereof for the benefit of the property owner.
- C. Workmen's Compensation Insurance in the limits as required by the State of Arizona, including occupational disease provisions, for all of his employees at the site of the project and in the case any work is sublet, Contractor shall require subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all employees unless the employees are covered by the protection afforded by Contractor.

Certificates of Insurance for all required coverages and acceptable to City, shall be filed with City prior to commencement of the work and shall name City of Kingman, its agents, consultants, representatives, officers, directors. Officials, and employees as additional insured party by endorsement. These certificates shall contain a provision that coverages afforded under the policies will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) calendar days prior Written Notice to City.

Insurance shall be procured and maintained at Contractor's own expense, during the Contract time, and with an insurance carrier possessing an A.M. Best rating of no less than "A".

Contract Security: Contractor shall within ten (10) calendar days after the receipt of the Notice of Award, furnish City with a Performance Bond and a Payment Bond in sums equal to the amount of the Contract price, conditioned upon the performance by Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents.

The bonds shall be executed by Contractor and a corporate bonding company licensed to transact business in the State of Arizona and the company issuing bonds shall possess, at a minimum, an "A" rating based upon the most recent issue of the A.M. *Best Insurance Guide*. The expense of these bonds shall be borne by Contractor.

Assignments: Neither Contractor nor City shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or the obligations thereunder, without written consent of the other party. Nor shall Contractor assign any monies due or become due without the previous written consent of City.

Indemnification: To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City and property owner and their agents, employees, consultants, appointed and elected officials from and against all claims, damages, losses and expenses, including but not limited to: attorney's fees arising out of or resulting from the performance of the work, provided that any claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from; and (2) is caused in whole or in part by any negligent act or omission of Contractor, a subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party identified hereunder. The obligation shall not be construed to

negate, abridge or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described herein.

In any and all claims against City or property owner, or any of their agents, employees, appointed and or elected officials or by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation of benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit act or other employee benefits acts.

Separate Contracts: City reserves the right to let other contracts in connection with this project. City may also perform additional work related to the project or may let other contracts containing provisions similar to these. Contractor shall afford other contractors who are parties to those contracts (or City if performing the additional work with its own forces), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate this work with the work of other contractors.

Subcontracting: Contractor may utilize the services of specialty subcontractors on those parts of the work which come under normal contracting practices or are typically performed by specialty subcontractors, provided Contractor, as soon as practical after the award of Contract, furnishes to City in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work, together with their Arizona contractor's license numbers. City will promptly reply to Contractor in writing stating whether or not City, after due investigation, has reasonable objection to any proposed person or entity.

Contractor shall not award work to subcontractors, in excess of forty-nine (49%) percent of the Contract price without prior written approval of City.

Contractor is fully responsible to City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

Contractor shall not employ any subcontractors that are not properly licensed with the City of Kingman and the State of Arizona. Changes of subcontractors listed with the proposal shall be made only with the approval of City.

Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and City. Contractor shall be fully responsible to City for the acts and omissions of subcontractors, and of persons employed by them, as Contractor is for the acts and omissions of persons directly employed by him.

Guarantee: Except as otherwise specified, all work shall be guaranteed by Contractor, including the work performed by Subcontractors, against defects resulting from the use of inferior materials, equipment, or workmanship for a period of one (1) year from the date of the Notice of Completion is issued by the City, or within any longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents.

The performance bond shall remain in full force and effect through the guarantee period.

Dispute Resolution: All disputes should be resolved through the good faith, efforts of representatives of Project Manager, City, and Contractor whom have the authority to reach settlement of the dispute. If disagreement persists both parties may mutually agree that all

claims, disputes and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment, be decided by arbitration in accordance with the American Arbitration Association or any other similar body. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law (§12-1501 et. Seq.) of the State of Arizona. The award rendered by the arbitrators shall be final, and judgement may be entered upon in any court having proper jurisdiction. The prevailing party is entitled to recover all costs and attorney's fees related to the arbitration.

If either Contractor or City refuses to consent to arbitration of a claim, dispute, or any other matter in question arising out of, or relating to the Contract Documents or the breach thereof, then either party may initiate a lawsuit against the other to resolve such claims, disputes, and/or matters in question arising out of or in any way related to the Contract Documents or the alleged breach thereof. The parties agree that any lawsuit filed by either party to the Contract against the other shall be filed in the Mohave County Superior Court.

Taxes and Charges: Contractor shall pay all State and local sales and use taxes on items, and in a manner as required by the laws and statutes of the State of Arizona and its political subdivisions. Contractor shall withhold and pay any and all withholding taxes whether State or Federal, and pay all Social Security charges, State Unemployment, Compensation charges, Industrial Insurance, Workers Compensation charges, and pay or cause to be withheld as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now and may hereafter, be required to be paid or withheld under any laws.

Severance/Governing Law: If any provision contained in the Contract is found to be contrary to the applicable law, then it shall be severed, and the remaining provisions of the Contract shall remain in full force and effect. The Contract shall be governed by the laws of the State of Arizona.

Conflicts within Plans or Specifications: If there is a conflict between sections of the Specifications or between the Plans and Specifications, the following list of priorities shall be used to resolve the conflict:

- A. Executed Change Orders
- B. Addenda
- C. Contract Agreement
- D. Special Provisions
- E. General Conditions
- F. Invitation to Bid and Bid Documents
- G. Supplemental Specifications
- H. Technical Specifications
- I. Plans
- J. Referenced Standard Specifications or other Documents

Nondiscrimination: Contractor, in compliance with the City's non-discrimination duties of Title VI of the Civil Rights Act of 1964, certifies that with regard to the work performed pursuant to this

Contract, that it will not discriminate on the grounds of race, color, sex, religion, creed, age, physical or mental disability, or national origin or ancestry in any contracts with the public and in the selection and retention of employees or subcontractors, nor in the procurement of materials and leases of equipment. Contractor must comply in all applicable respects, with the Americans with Disabilities Act.

Equal Employment Opportunity: Contractor agrees to comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by 41 Code of Federal Regulations Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

Integration: This Contract represents the entire agreement between the parties hereto and supersedes any and all prior negotiations or representations, either written or oral. Amendments or modifications to the Contract shall be in writing, signed by both parties, or by Change Orders.

Hazard Communication Program: All contractors working on City projects shall submit a copy of their hazard communications plan to the City Inspector and the City's Risk Management Division prior to the commencement of work on any project.

Federal Certifications: Contractor understands that the project is funded with federal grant monies and agrees to abide by all applicable federal certifications required of the project as incorporated herein and specifically set out in Article 11

Written Acknowledgement of Federal Funding (if Applicable): All published materials, including printed products, publications, articles, media events, news releases, written material related to public appearance or interviews, public service announcements or other activity related to this project shall reflect the relationship between the City of Kingman and the Federal (if applicable) awarding agency, and shall reflect the following statement in legible, easily readable print:

"This is being funded by a Contract under a **CDBG-CV Grant to City of Kingman** from the **Arizona Department of Housing (ADOH)** and the **U.S. Department of Housing and Urban Development (HUD)**. ADOH and HUD funding is not an endorsement of any products, opinions, or services. All ADOH and HUD funded programs are extended to the public on a non-discriminatory basis."

Copeland "Anti- Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276C: If this contract exceeds contracts and sub-grants of \$2,000 for construction, Contractor agrees to comply with Copeland "Anti-Kickback Act" (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3 "Contractors and Subcontractors on Public Building or Public Work Financed with Whole or Part by Loans or Grants from the United States"). The Act provides that each Contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of the public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Disbarment and Suspension (E.O.'s 12549 and 12689): No Contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.'s 12549 and 12689, "Disbarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractor's declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract exceeds \$25,000.00, the Contractor shall complete the attached required certification regarding its exclusion status and that of its principal employees.

Davis Bacon Act: As amended (40 U.S.C. 276 a to a-7) – When required by Federal Program legislation, all construction contracts awarded by the recipients and sub-recipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at the rate not less than the minimum wages specified in wage determination made by the Secretary of Labor. The contractor shall abide by the attached “Wage Rate Determination” provided by the Wage Determinations OnLine.gov in relationship to this project. In addition, contracts shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of the contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal Awarding agency. **This Project does require Davis Bacon compliance.**

Intangible Property: It is understood by the Contractor that this Contract is funded by Federal funds under a grant, and that the Federal award agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce or otherwise use any copyrighted work or other data first produced under the award for Federal purposes, and to authorize other to do so. The City of Kingman and the Contractor are also subject to all applicable regulations governing patents and inventions, including government-wide regulations issued by the U.S. Congress or by other federal body having jurisdiction.

Federal Labor Standards Provisions: The federal “Fair Labor Standard Provisions” as described in HUD Form 4010 (attached) apply to this contract, and by submitting a proposal under this RFP, a Contractor agrees to be bound by the provisions described therein (including the use of Department of Labor Approved Payroll Reporting and Compliance Forms LS-4 and LS-5). Contractor shall submit signed LS-2 (and where applicable in relationship to sub-contractors, signed LS-3). “CDBG Contractor’s Certification Concerning Labor Standards and Prevailing Wage Requirements” along with any proposal submitted under this RFP. **This project does require Davis Bacon compliance and Federal Labor Standards Provisions.**

SCOPE OF WORK

This job will consist of rehabilitating a 22,148 square foot, free standing office building that was built in 1963, into a 25-room transitional home for 25 homeless veterans from Mohave County. The transitional housing will include offices, therapy rooms, warming kitchen, restrooms, showers, laundry room, and conference/meeting rooms. All work will be interior.

The work will include installation of windows as needed, heating/ ventilating/air conditioning, replacement of plumbing system, electrical system brought up to current code, additional fire sprinklers installed, replacement of exterior door locks, security cameras and lighting. Currently 98% of the framing has been completed.

Framing will need to be completed, insulation installed, drywall installed and taped, interior doors installed, flooring, lighting, restrooms and showers installed, interior painting, electrical receptacles installed as indicated on plans, warming kitchen installed with countertop and appliances per approved plans.

The permit was obtained at the time the framing was completed.

Plans will be available at the mandatory pre-bid conference at the job site.

The building has been tested for asbestos, lead based paint and mold, and cleared by ADEQ.

PROPERTY NAME/ADDRESS

AMBROSE 315 OAK STREET KINGMAN, AZ 86401

DATE OF INSPECTION

06/07/2021

GRAPH OF STRUCTURE(S)

(Note: Graph Not To Scale)



PURSUANT TO: A.A.C. R3-8-501 (E)(5)(o) THE INSPECTOR MUST COMPLETE THE GRAPH ON PAGE (3) AND CHECK (✓) MARKED BELOW FOR ANY ITEMS WHICH ARE NOTED ON PAGES (1) AND (2)

✓	CODE	SEE GRAPH PAGE (3)	✓	CODE	SEE GRAPH PAGE (3)	✓	CODE	SEE GRAPH PAGE (3)	✓	CODE	SEE GRAPH PAGE (3)
	SU Subterranean Termites			OW Other Wood Destroying Insects (*)			OB Obstructions			WD Water Damage	
	DR Drywood Termites			FG Faulty Grade			IA Inaccessible Areas			WS Water Stains	
	DA Dampwood Termites			EC Wood To Earth Contact			IV Inadequate Ventilation			RL Roof Leaks	
	BE Wood Destroying Beetles			CD Cellulose Debris			PL Plumbing Leaks			EM Excessive Moisture	
	CA Carpenter Ants			PA Plantings Abutting Structure			SP Sprinkler Hitting Structure			FI Further Inspection Needed	

(*) Other Wood Destroying Insects (list)

$1/8'' \approx 1' - 0''$ LUMINAIRE SCHEDULELUMINAIRE SCHEDULE (CONT.)

OF EXISTING FIXTURES, IF POSSIBLE, REUSE, COORDINATE REPLACEMENTS WITH OWNER PRIOR TO ORDERING.

GENERAL NOTES:

DEPARTMENT.

DOING

CIRCUIT AHEAD OF CONTROLS. THE

601111

NOTE:

project title:

**JERRY AMBROSE VETERAN'S COUNCIL T.J.
KINGMAN, ARIZONA**

316 OAK ST. TOWN (PLAT OF) ON LINE A & PART RR BLOCK 13 LOT 6, 7, 8
301 OAK ST. TOWN (PLAT OF) ON LINE A & PART RR BLOCK 13 LOT 1 & 2



SELBERG
ASSOCIATES
INC.

ARCHITECTURE & PLANNING

2130 Maryland Avenue

lake haven city,
arizona

(020) 866-0644

File no: 17074-EFP.dwt

PROJECT NO. 17074

drewno b. w. 191

Reviewed: KJH

Sheet title: _____

THE HELP PLAN

Abstract:

E 10

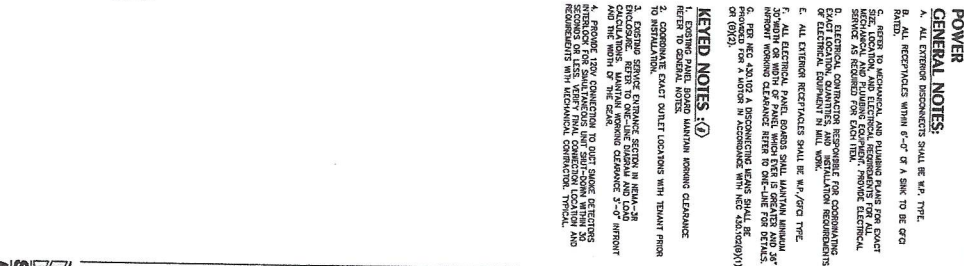
of

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$1/B_{\text{eff}}^2 - 0$

1

Δ FIELD COORDINATION 10/03/18
 Δ CITY COMMENTS 11/12/18
 JOB #100818107
 MAVEN ENGINEERING
 Joe (408) 860-0146
 Fax (408) 860-0147
 8011 S Avenida del Norte
 Guadalupe, Arizona 85302



AL NOTES:

- IL T.J.
- EXP. 01/30/77
- 100-443886-100
- SEARCHED INDEXED
SERIALIZED FILED
APR 11 1977
FBI - NEW YORK

STAIN REMOVAL CARE

- ## MAN'S COUNTRY

301 OAK ST. TOWN PLAT OF 1ST ON LINE A & PART NW BLOCK 42 LOT 4, 5, 6, 7, 8
301 OAK ST. TOWN PLAT OF 1ST ON LINE A & PART NW BLOCK 42 LOT 1 & 2

8

LINE	CONSUM. V.W.		PRV. PRV. 30		31.2	14.1	CONSUM. V.W.	GR. ROL
	CONSUM.	PRV. 30	CONSUM.	PRV. 30				
LINE	2.5	1.55						
WAGES	11.3	1.55						
MATERIALS	6.50	1.55						
UTILITIES	2.4	1.55						
REPAIRS	0	1.55						
TOTAL	22.7	1.55						
CONTRIBUTORS	9.6	0.75						
RENTALS	0.6	0.75						
REPAIRS	0.8	0.75						
KITCHEN	0.8	0.75						
REPAIRS	0	0.75						
TOTAL	11.8	0.75						
BALANCED	10.5	0.75						

FAULT CURRENT SCHEDULE																				
DRIVER		UTILITY				FED. POWER				FEDDER				TOTAL MOTOR		DIRECTLY CONNECTED MOTOR LOAD				
SIS	LTC RATING	L-N VOLTAGE	FAULT			DRIVER	FAULT	X	R	SIZE	X / R		LENGTH	X	R	FAULT	MVA	FAULT	X	R
			F	X	R						1000	1000'								
SIS	65,000	120V	36,800	0.003186	0.00003395															
A	66k/252	120V	36,800	0.004165	0.0000132	SIS	36,800	0.003186	0.00003395	#1/0	0.041	0.042	24'	0.001	0.0015	784	43.6	0.2464	0.08011	
B	66k/10K	120V	21,549	0.003186	0.0001817	SIS	36,800	0.003186	0.00003395	#1/0	0.041	0.042	19'	0.0006	0.0012	437	61.4	1.707	0.4266	
C	66k/10K	120V	24,544	0.003186	0.001983	SIS	36,800	0.003186	0.00003395	#1/0	0.041	0.042	22'	0.0008	0.0015	506	58.8			
D	66k/25k	120V	15,762	0.003186	0.000773	SIS	36,800	0.003186	0.00003395	#1/0	0.041	0.042	57'	0.0027	0.0041	683	54.6	0.9189	0.40738	
E	22,000	120V	15,546	0.00268	0.000686	SIS	36,800	0.003186	0.00003395	#1/0	0.041	0.042	65'	0.0027	0.0041	181				
C	22,000	120V	0.1779	0.003396	0.01795	SIS	36,800	0.003186	0.00003395	#1	0.046	0.15	115'	0.0032	0.0017	17				

[illegible][illegible]

project title
**JERRY A
KINGMA
215 OAK ST.**

**JERRY AMBROSE VETERAN'S COUNCIL T.I.
KINGMAN, ARIZONA**

300 OAK ST.	TOWN	PLAY	05	ON	LINE	A	A	PART	RE	MOCK	33	LOT 5.7.9
301 OAK ST.	TOWN	PLAY	05	ON	LINE	A	A	PART	RE	MOCK	33	LOT 5.7.9

33

MAVEN
ENGINEERING
0811 E. Avenida del Viento
Guadalupe, Arizona 85350
Tel: (480) 200-0100
Fax: (480) 200-7850

[illegible]

PANEL SCHEDULE NOTES:

A. ALL RATING SHOWN ON PANEL SCHEDULES ARE OBTAINED FROM THE MANUFACTURER'S DATA. EACH DEVICE MUST BE PROTECTED BY AN OVERCURRENT PROTECTIVE DEVICE (OCPD) IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE MANUFACTURER'S DATA.

B. ALL PANEL, DRAWING SHALL HAVE A TYPE WRITTEN DIRECTLY BEHIND EACH NUMBERED CIRCUIT.

C. THE PANEL SHALL BE INSTALLED IN A LOCATION WHERE THE DOOR OF THE PANEL CAN BE OPENED WITHOUT THE NECESSITY OF REMOVING ANY PART OF THE BUILDING STRUCTURE.

D. THE COMPARTMENTS OF THE PANEL SHALL BE MARKED WITH THE FOLLOWING INFORMATION: CIRCUIT NUMBER, CIRCUIT DESCRIPTION, AND CIRCUIT RATING.

E. THE PANEL SHALL BE INSTALLED IN A LOCATION WHERE IT CAN BE MAINTAINED WITHOUT THE NECESSITY OF REMOVING ANY PART OF THE BUILDING STRUCTURE.

A									
ROOM: LIVING FLUSH									
FED FROM: BUS									
VOLT: 208Y/120V 3P 4W									
BUS: AMP: 225									
NEUTRAL: 100% LUGS: STANDARD									
CIRCUIT DESCRIPTION									
CIRCUIT	NO.	DESCRIPTION	CON. KVA	CALC. KVA	CON. AMP	CALC. AMP	CON. LUGS	CALC. LUGS	CON. LUGS
1	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
37	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
39	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
43	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
44	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
47	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
48	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
49	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
50	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
51	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
53	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
54	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
55	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
56	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
57	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
58	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
59	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
64	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
66	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
67	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
69	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
70	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
71	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
72	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
73	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
74	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
75	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
76	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
77	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
78	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
79	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
80	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
81	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
82	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
83	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
84	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
85	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
86	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
87	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
88	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
89	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
90	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
91	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
92	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
93	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
94	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
95	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
96	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
97	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
98	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
99	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

BALANCED THREE PHASE AMP 172									
ROOM									
MOUNTING FLUSH									
FED FROM BUS									
VOLT 208Y/120V 3P 4W									
BUS AMP 225									
NEUTRAL 100%									
LUGS STANDARD									
CIRCUIT DESCRIPTION									
CIRCUIT	NO.	DESCRIPTION	CON. KVA	CALC. KVA	CON. AMP	CALC. AMP	CON. LUGS	CALC. LUGS	CON. LUGS
1	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
37	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
39	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
43	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
44	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
47	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
48	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
49	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
50	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
51	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
53	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
54	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
55	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
56	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
57	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
58	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
59	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
64	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
66	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
67	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
69	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
70	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
71	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
72	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
73	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
74	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
75	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
76	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
77	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
78	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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80	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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86	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
87	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
88	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
89	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
90	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
91	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
92	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
93	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
94	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
95	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
96	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
97	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
98	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
99	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BALANCED THREE PHASE AMP 172									

BALANCED THREE PHASE AMP 172									
ROOM									
MOUNTING FLUSH									
FED FROM BUS									
VOLT 208Y/120V 3P 4W									
BUS AMP 225									
NEUTRAL 100%									
LUGS STANDARD									
CIRCUIT DESCRIPTION									
CIRCUIT	NO.	DESCRIPTION	CON. KVA	CALC. KVA	CON. AMP	CALC. AMP	CON. LUGS	CALC. LUGS	CON. LUGS
1	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	20/1	100% LUGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	20/1	100% LUGS	0.00	0.00	0.00				

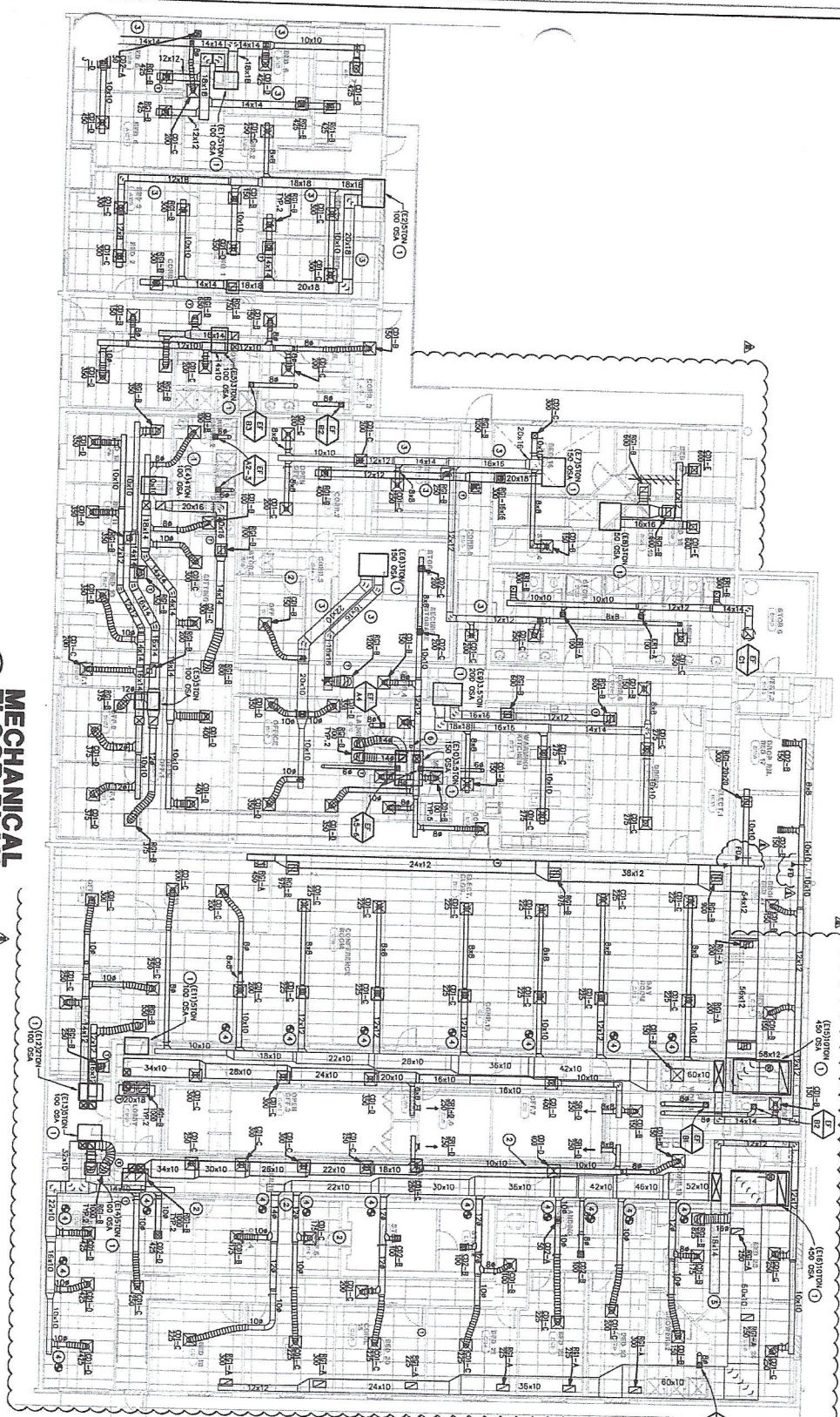
Concheck Software Version 4.1.1.0
Interior Lighting Compliance Certificate

Project Name: 2012 EDC
Project Location: Phoenix, AZ
Contractor: [blank]
Inspector: [blank]
Date: 10/23/2012
Inspector's License: [blank]
Inspector's Signature: [blank]
Inspector's Title: [blank]

Table with 5 columns: A, B, C, D, E. Row 1: 1, 2, 3, 4, 5. Row 2: 6, 7, 8, 9, 10. Row 3: 11, 12, 13, 14, 15. Row 4: 16, 17, 18, 19, 20. Row 5: 21, 22, 23, 24, 25. Row 6: 26, 27, 28, 29, 30. Row 7: 31, 32, 33, 34, 35. Row 8: 36, 37, 38, 39, 40. Row 9: 41, 42, 43, 44, 45. Row 10: 46, 47, 48, 49, 50. Row 11: 51, 52, 53, 54, 55. Row 12: 56, 57, 58, 59, 60. Row 13: 61, 62, 63, 64, 65. Row 14: 66, 67, 68, 69, 70. Row 15: 71, 72, 73, 74, 75. Row 16: 76, 77, 78, 79, 80. Row 17: 81, 82, 83, 84, 85. Row 18: 86, 87, 88, 89, 90. Row 19: 91, 92, 93, 94, 95. Row 20: 96, 97, 98, 99, 100. Row 21: 101, 102, 103, 104, 105. Row 22: 106, 107, 108, 109, 110. Row 23: 111, 112, 113, 114, 115. Row 24: 116, 117, 118, 119, 120. Row 25: 121, 122, 123, 124, 125. Row 26: 126, 127, 128, 129, 130. Row 27: 131, 132, 133, 134, 135. Row 28: 136, 137, 138, 139, 140. Row 29: 141, 142, 143, 144, 145. Row 30: 146, 147, 148, 149, 150. Row 31: 151, 152, 153, 154, 155. Row 32: 156, 157, 158, 159, 160. Row 33: 161, 162, 163, 164, 165. Row 34: 166, 167, 168, 169, 170. Row 35: 171, 172, 173, 174, 175. Row 36: 176, 177, 178, 179, 180. Row 37: 181, 182, 183, 184, 185. Row 38: 186, 187, 188, 189, 190. Row 39: 191, 192, 193, 194, 195. Row 40: 196, 197, 198, 199, 200. Row 41: 201, 202, 203, 204, 205. Row 42: 206, 207, 208, 209, 210. Row 43: 211, 212, 213, 214, 215. Row 44: 216, 217, 218, 219, 220. Row 45: 221, 222, 223, 224, 225. Row 46: 226, 227, 228, 229, 230. Row 47: 231, 232, 233, 234, 235. Row 48: 236, 237, 238, 239, 240. Row 49: 241, 242, 243, 244, 245. Row 50: 246, 247, 248, 249, 250. Row 51: 251, 252, 253, 254, 255. Row 52: 256, 257, 258, 259, 260. Row 53: 261, 262, 263, 264, 265. Row 54: 266, 267, 268, 269, 270. Row 55: 271, 272, 273, 274, 275. Row 56: 276, 277, 278, 279, 280. Row 57: 281, 282, 283, 284, 285. Row 58: 286, 287, 288, 289, 290. Row 59: 291, 292, 293, 294, 295. Row 60: 296, 297, 298, 299, 300. Row 61: 301, 302, 303, 304, 305. Row 62: 306, 307, 308, 309, 310. Row 63: 311, 312, 313, 314, 315. Row 64: 316, 317, 318, 319, 320. Row 65: 321, 322, 323, 324, 325. Row 66: 326, 327, 328, 329, 330. Row 67: 331, 332, 333, 334, 335. Row 68: 336, 337, 338, 339, 340. Row 69: 341, 342, 343, 344, 345. Row 70: 346, 347, 348, 349, 350. Row 71: 351, 352, 353, 354, 355. Row 72: 356, 357, 358, 359, 360. Row 73: 361, 362, 363, 364, 365. Row 74: 366, 367, 368, 369, 370. Row 75: 371, 372, 373, 374, 375. Row 76: 376, 377, 378, 379, 380. Row 77: 381, 382, 383, 384, 385. Row 78: 386, 387, 388, 389, 390. Row 79: 391, 392, 393, 394, 395. Row 80: 396, 397, 398, 399, 400. Row 81: 401, 402, 403, 404, 405. Row 82: 406, 407, 408, 409, 410. Row 83: 411, 412, 413, 414, 415. Row 84: 416, 417, 418, 419, 420. Row 85: 421, 422, 423, 424, 425. Row 86: 426, 427, 428, 429, 430. Row 87: 431, 432, 433, 434, 435. Row 88: 436, 437, 438, 439, 440. Row 89: 441, 442, 443, 444, 445. Row 90: 446, 447, 448, 449, 450. Row 91: 451, 452, 453, 454, 455. Row 92: 456, 457, 458, 459, 460. Row 93: 461, 462, 463, 464, 465. Row 94: 466, 467, 468, 469, 470. Row 95: 471, 472, 473, 474, 475. Row 96: 476, 477, 478, 479, 480. Row 97: 481, 482, 483, 484, 485. Row 98: 486, 487, 488, 489, 490. Row 99: 491, 492, 493, 494, 495. Row 100: 496, 497, 498, 499, 500. Row 101: 501, 502, 503, 504, 505. Row 102: 506, 507, 508, 509, 510. Row 103: 511, 512, 513, 514, 515. Row 104: 516, 517, 518, 519, 520. Row 105: 521, 522, 523, 524, 525. Row 106: 526, 527, 528, 529, 530. Row 107: 531, 532, 533, 534, 535. Row 108: 536, 537, 538, 539, 540. Row 109: 541, 542, 543, 544, 545. Row 110: 546, 547, 548, 549, 550. Row 111: 551, 552, 553, 554, 555. Row 112: 556, 557, 558, 559, 560. Row 113: 561, 562, 563, 564, 565. Row 114: 566, 567, 568, 569, 570. Row 115: 571, 572, 573, 574, 575. Row 116: 576, 577, 578, 579, 580. Row 117: 581, 582, 583, 584, 585. Row 118: 586, 587, 588, 589, 590. Row 119: 591, 592, 593, 594, 595. Row 120: 596, 597, 598, 599, 600. Row 121: 601, 602, 603, 604, 605. Row 122: 606, 607, 608, 609, 610. Row 123: 611, 612, 613, 614, 615. Row 124: 616, 617, 618, 619, 620. Row 125: 621, 622, 623, 624, 625. Row 126: 626, 627, 628, 629, 630. Row 127: 631, 632, 633, 634, 635. Row 128: 636, 637, 638, 639, 640. Row 129: 641, 642, 643, 644, 645. Row 130: 646, 647, 648, 649, 650. Row 131: 651, 652, 653, 654, 655. Row 132: 656, 657, 658, 659, 660. Row 133: 661, 662, 663, 664, 665. Row 134: 666, 667, 668, 669, 670. Row 135: 671, 672, 673, 674, 675. Row 136: 676, 677, 678, 679, 680. Row 137: 681, 682, 683, 684, 685. Row 138: 686, 687, 688, 689, 690. Row 139: 691, 692, 693, 694, 695. Row 140: 696, 697, 698, 699, 700. Row 141: 701, 702, 703, 704, 705. Row 142: 706, 707, 708, 709, 710. Row 143: 711, 712, 713, 714, 715. Row 144: 716, 717, 718, 719, 720. Row 145: 721, 722, 723, 724, 725. Row 146: 726, 727, 728, 729, 730. Row 147: 731, 732, 733, 734, 735. Row 148: 736, 737, 738, 739, 740. Row 149: 741, 742, 743, 744, 745. Row 150: 746, 747, 748, 749, 750. Row 151: 751, 752, 753, 754, 755. Row 152: 756, 757, 758, 759, 760. Row 153: 761, 762, 763, 764, 765. Row 154: 766, 767, 768, 769, 770. Row 155: 771, 772, 773, 774, 775. Row 156: 776, 777, 778, 779, 780. Row 157: 781, 782, 783, 784, 785. Row 158: 786, 787, 788, 789, 790. Row 159: 791, 792, 793, 794, 795. Row 160: 796, 797, 798, 799, 800. Row 161: 801, 802, 803, 804, 805. Row 162: 806, 807, 808, 809, 810. Row 163: 811, 812, 813, 814, 815. Row 164: 816, 817, 818, 819, 820. Row 165: 821, 822, 823, 824, 825. Row 166: 826, 827, 828, 829, 830. Row 167: 831, 832, 833, 834, 835. Row 168: 836, 837, 838, 839, 840. Row 169: 841, 842, 843, 844, 845. Row 170: 846, 847, 848, 849, 850. Row 171: 851, 852, 853, 854, 855. Row 172: 856, 857, 858, 859, 860. Row 173: 861, 862, 863, 864, 865. Row 174: 866, 867, 868, 869, 870. Row 175: 871, 872, 873, 874, 875. Row 176: 876, 877, 878, 879, 880. Row 177: 881, 882, 883, 884, 885. Row 178: 886, 887, 888, 889, 890. Row 179: 891, 892, 893, 894, 895. Row 180: 896, 897, 898, 899, 900. Row 181: 901, 902, 903, 904, 905. Row 182: 906, 907, 908, 909, 910. Row 183: 911, 912, 913, 914, 915. Row 184: 916, 917, 918, 919, 920. Row 185: 921, 922, 923, 924, 925. Row 186: 926, 927, 928, 929, 930. Row 187: 931, 932, 933, 934, 935. Row 188: 936, 937, 938, 939, 940. Row 189: 941, 942, 943, 944, 945. Row 190: 946, 947, 948, 949, 950. Row 191: 951, 952, 953, 954, 955. Row 192: 956, 957, 958, 959, 960. Row 193: 961, 962, 963, 964, 965. Row 194: 966, 967, 968, 969, 970. Row 195: 971, 972, 973, 974, 975. Row 196: 976, 977, 978, 979, 980. Row 197: 981, 982, 983, 984, 985. Row 198: 986, 987, 988, 989, 990. Row 199: 991, 992, 993, 994, 995. Row 200: 996, 997, 998, 999, 1000. Row 201: 1001, 1002, 1003, 1004, 1005. Row 202: 1006, 1007, 1008, 1009, 1010. Row 203: 1011, 1012, 1013, 1014, 1015. Row 204: 1016, 1017, 1018, 1019, 1020. Row 205: 1021, 1022, 1023, 1024, 1025. Row 206: 1026, 1027, 1028, 1029, 1030. Row 207: 1031, 1032, 1033, 1034, 1035. Row 208: 1036, 1037, 1038, 1039, 1040. Row 209: 1041, 1042, 1043, 1044, 1045. Row 210: 1046, 1047, 1048, 1049, 1050. Row 211: 1051, 1052, 1053, 1054, 1055. Row 212: 1056, 1057, 1058, 1059, 1060. Row 213: 1061, 1062, 1063, 1064, 1065. Row 214: 1066, 1067, 1068, 1069, 1070. Row 215: 1071, 1072, 1073, 1074, 1075. Row 216: 1076, 1077, 1078, 1079, 1080. Row 217: 1081, 1082, 1083, 1084, 1085. Row 218: 1086, 1087, 1088, 1089, 1090. Row 219: 1091, 1092, 1093, 1094, 1095. Row 220: 1096, 1097, 1098, 1099, 1100. Row 221: 1101, 1102, 1103, 1104, 1105. Row 222: 1106, 1107, 1108, 1109, 1110. Row 223: 1111, 1112, 1113, 1114, 1115. Row 224: 1116, 1117, 1118, 1119, 1120. Row 225: 1121, 1122, 1123, 1124, 1125. Row 226: 1126, 1127, 1128, 1129, 1130. Row 227: 1131, 1132, 1133, 1134, 1135. Row 228: 1136, 1137, 1138, 1139, 1140. Row 229: 1141, 1142, 1143, 1144, 1145. Row 230: 1146, 1147, 1148, 1149, 1150. Row 231: 1151, 1152, 1153, 1154, 1155. Row 232: 1156, 1157, 1158, 1159, 1160. Row 233: 1161, 1162, 1163, 1164, 1165. Row 234: 1166, 1167, 1168, 1169, 1170. Row 235: 1171, 1172, 1173, 1174, 1175. Row 236: 1176, 1177, 1178, 1179, 1180. Row 237: 1181, 1182, 1183, 1184, 1185. Row 238: 1186, 1187, 1188, 1189, 1190. Row 239: 1191, 1192, 1193, 1194, 1195. Row 240: 1196, 1197, 1198, 1199, 1200. Row 241: 1201, 1202, 1203, 1204, 1205. Row 242: 1206, 1207, 1208, 1209, 1210. Row 243: 1211, 1212, 1213, 1214, 1215. Row 244: 1216, 1217, 1218, 1219, 1220. Row 245: 1221, 1222, 1223, 1224, 1225. Row 246: 1226, 1227, 1228, 1229, 1230. Row 247: 1231, 1232, 1233, 1234, 1235. Row 248: 1236, 1237, 1238, 1239, 1240. Row 249: 1241, 1242, 1243, 1244, 1245. Row 250: 1246, 1247, 1248, 1249, 1250. Row 251: 1251, 1252, 1253, 1254, 1255. Row 252: 1256, 1257, 1258, 1259, 1260. Row 253: 1261, 1262, 1263, 1264, 1265. Row 254: 1266, 1267, 1268, 1269, 1270. Row 255: 1271, 1272, 1273, 1274, 1275. Row 256: 1276, 1277, 1278, 1279, 1280. Row 257: 1281, 1282, 1283, 1284, 1285. Row 258: 1286, 1287, 1288, 1289, 1290. Row 259: 1291, 1292, 1293, 1294, 1295. Row 260: 1296, 1297, 1298, 1299, 1300. Row 261: 1301, 1302, 1303, 1304, 1305. Row 262: 1306, 1307, 1308, 1309, 1310. Row 263: 1311, 1312, 1313, 1314, 1315. Row 264: 1316, 1317, 1318, 1319, 1320. Row 265: 1321, 1322, 1323, 1324, 1325. Row 266: 1326, 1327, 1328, 1329, 1330. Row 267: 1331, 1332, 1333, 1334, 1335. Row 268: 1336, 1337, 1338, 1339, 1340. Row 269: 1341, 1342, 1343, 1344, 1345. Row 270: 1346, 1347, 1348, 1349, 1350. Row 271: 1351, 1352, 1353, 1354, 1355. Row 272: 1356, 1357, 1358, 1359, 1360. Row 273: 1361, 1362, 1363, 1364, 1365. Row 274: 1366, 1367, 1368, 1369, 1370. Row 275: 1371, 1372, 1373, 1374, 1375. Row 276: 1376, 1377, 1378, 1379, 1380. Row 277: 1381, 1382, 1383, 1384, 1385. Row 278: 1386, 1387, 1388, 1389, 1390. Row 279: 1391, 1392, 1393, 1394, 1395. Row 280: 1396, 1397, 1398, 1399, 1400. Row 281: 1401, 1402, 1403, 1404, 1405. Row 282: 1406, 1407, 1408, 1409, 1410. Row 283: 1411, 1412, 1413, 1414, 1415. Row 284: 1416, 1417, 1418, 1419, 1420. Row 285: 1421, 1422, 1423, 1424, 1425. Row 286: 1426, 1427, 1428, 1429, 1430. Row 287: 1431, 1432, 1433, 1434, 1435. Row 288: 1436, 1437, 1438, 1439, 1440. Row 289: 1441, 1442, 1443, 1444, 1445. Row 290: 1446, 1447, 1448, 1449, 1450. Row 291: 1451, 1452, 1453, 1454, 1455. Row 292: 1456, 1457, 1458, 1459, 1460. Row 293: 1461, 1462, 1463, 1464, 1465. Row 294: 1466, 1467, 1468, 1469, 1470. Row 295: 1471, 1472, 1473, 1474, 1475. Row 296: 1476, 1477, 1478, 1479, 1480. Row 297: 1481, 1482, 1483, 1484, 1485. Row 298: 1486, 1487, 1488, 1489, 1490. Row 299: 1491, 1492, 1493, 1494, 1495. Row 300: 1496, 1497, 1498, 1499, 1500. Row 301: 1501, 1502, 1503, 1504, 1505. Row 302: 1506, 1507, 1508, 1509, 1510. Row 303: 1511, 1512, 1513, 1514, 1515. Row 304: 1516, 1517, 1518, 1519, 1520. Row 305: 1521, 1522, 1523, 1524, 1525. Row 306: 1526, 1527, 1528, 1529, 1530. Row 307: 1531, 1532, 1533, 1534, 1535. Row 308: 1536, 1537, 1538, 1539, 1540. Row 309: 1541, 1542, 1543, 1544, 1545. Row 310: 1546, 1547, 1548, 1549, 1550. Row 311: 1551, 1552, 1553, 1554, 1555. Row 312: 1556, 1557, 1558, 1559, 1560. Row 313: 1561, 1562, 1563, 1564, 1565. Row 314: 1566, 1567, 1568, 1569, 1570. Row 315: 1571, 1572, 1573, 1574, 1575. Row 316: 1576, 1577, 1578, 1579, 1580. Row 317: 1581, 1582, 1583, 1584, 1585. Row 318: 1586, 1587, 1588, 1589, 1590. Row 319: 1591, 1592, 1593, 1594, 1595. Row 320: 1596, 1597, 1598, 1599, 1600. Row 321: 1601, 1602, 1603, 1604, 1605. Row 322: 1606, 1607, 1608, 1609, 1610. Row 323: 1611, 1612, 1613, 1614, 1615. Row 324: 1616, 1617, 1618, 1619, 1620. Row 325: 1621, 1622, 1623, 1624, 1625. Row 326: 1626, 1627, 1628, 1629, 1630. Row 327: 1631, 1632, 1633, 1634, 1635. Row 328: 1636, 1637, 1638, 1639, 1640. Row 329: 1641, 1642, 1643, 1644, 1645. Row 330: 1646, 1647, 1648, 1649, 1650. Row 331: 1651, 1652, 1653, 1654, 1655. Row 332: 1656, 1657, 1658, 1659, 1660. Row 333: 1661, 1662, 1663, 1664, 1665. Row 334: 1666, 1667, 1668, 1669, 1670. Row 335: 1671, 1672, 1673, 1674, 1675. Row 336: 1676, 1677, 1678, 1679, 1680. Row 337: 1681, 1682, 1683, 1684, 1685. Row 338: 1686, 1687, 1688, 1689, 1690. Row 339: 1691, 1692, 1693, 1694, 1695. Row 340: 1696, 1697, 1698, 1699, 1700. Row 341: 1701, 1702, 1703, 1704, 1705. Row 342: 1706, 1707, 1708, 1709, 1710. Row 343: 1711, 1712, 1713, 1714, 1715. Row 344: 1716, 1717, 1718, 1719, 1720. Row 345: 1721, 1722, 1723, 1724, 1725. Row 346: 1726, 1727, 1728, 1729, 1730. Row 347: 1731, 1732, 1733, 1734, 1735. Row 348: 1736, 1737, 1738, 1739, 1740. Row 349: 1741, 1742, 1743, 1744, 1745. Row 350: 1746, 1747, 1748, 1749, 1750. Row 351: 1751, 1752, 1753, 1754, 1755. Row 352: 1756, 1757, 1758, 1759, 1760. Row 353: 1761, 1762, 1763, 1764, 1765. Row 354: 1766, 1767, 1768, 1769, 1770. Row 355: 1771, 1772, 1773, 1774, 1775. Row 356: 1776, 1777, 1778, 1779, 1780. Row 357: 1781, 1782, 1783, 1784, 1785. Row 358: 1786, 1787, 1788, 1789, 1790. Row 359: 1791, 1792, 1793, 1794, 1795. Row 360: 1796, 1797, 1798, 1799, 1800. Row 361: 1801, 1802, 1803, 1804, 1805. Row 362: 1806, 1807, 1808, 1809, 1810. Row 363: 1811, 1812, 1813, 1814, 1815. Row 364: 1816, 1817, 1818, 1819, 1820. Row 365: 1821, 1822, 1823, 1824, 1825. Row 366: 1826, 1827, 1828, 1829, 1830. Row 367: 1831, 1832, 1833, 1834, 1835. Row 368: 1836, 1837, 1838, 1839, 1840. Row 369: 1841, 1842, 1843, 1844, 1845. Row 370: 1846, 1847, 1848, 1849, 1850. Row 371: 1851, 1852, 1853, 1854, 1855. Row 372: 1856, 1857, 1858, 1859, 1860. Row 373:

MECHANICAL FLOOR PLAN

1/8" = 1'-0"



FIELD VERIFICATION NOTES:

1. THE FIVE CONTRACTOR SHALL VISIT THE SITE PRIOR TO GO TO FIELD VERIFY THE MECHANICAL SYSTEMS AND THE FOLLOWING ITEMS SHALL BE VERIFIED.
 - 1A. EXACT PLACEMENT SIZE CAPACITY MANUFACTURER AND CONDITION OF ALL EXISTING HVAC EQUIPMENT WITHIN SCOPE OF WORK, WHETHER REPAIR OR REPLACE.
 - 1B. SIZE AND LOCATION OF ALL EXISTING DUCTWORK.
 - 1C. LOCATION OF ALL EXISTING MECHANICAL EQUIPMENT.
 - 1D. LOCATION OF ALL EXISTING THERMOSTATIC CONTROLS AND DIFFUSERS.
2. ALL REFERENCES ON THESE DRAWINGS TO EXISTING EQUIPMENT, DUCTWORK, THERMOSTATS AND PIPING ARE FOR REFERENCE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTING CONDITIONS AND INCLUDE IN THE BID ANY AND ALL AMOUNTS REQUIRED TO CORRECT THE EXISTING CONDITIONS.
3. FUTURE WORKS WILL BE MADE AFTER THE PROJECT HAS BEEN AWARDED FOR CONSTRUCTION.
4. ANY DISCREPANCIES SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND ARCHITECT FOR RESOLUTION PRIOR TO THE START OF CONSTRUCTION.

KEYED NOTES:

1. EXISTING ROOF TOP UNIT TO REMAIN CONTRACTOR TO MAINTAIN AND PROVIDE ANY CURBIDE REPAIRS TO EXISTING ROOF TOP UNIT.
2. UNDERGROUND DUCT FOR RETURN AIR PATH.
3. DUCTWORK ON ROOF EQUIPMENT IN FIELD.
4. CONNECT NEW DUCT TO EXISTING VENTILATION EXACT LOCATION IN FIELD.

GENERAL NOTES:

1. LOCATE THERMOSTATS AT ABOVE FINISH FLOOR TO COORDINATE WITH ROOM SCHEDULES.
2. COORDINATE AND ROUTE DUCTWORK TO EQUIPMENT. LOCATIONS OF EQUIPMENT MUST BE LOCATIONS AS SHOWN ON DRAWINGS. EQUIPMENT MUST BE INSTALLED BEFORE DUCTWORK CAN BE INSTALLED AT ABOVE.
3. SPACE ALLOCATED FOR MECHANICAL AND OTHER WORK. CONTRACTOR SHALL VERIFY THE SPACE IS SUFFICIENT FOR THE EQUIPMENT AND DUCTWORK. IF NOT SUFFICIENT, CONTRACTOR SHALL PROVIDE A SPACE PLAN TO THE ARCHITECT FOR APPROVAL. CONTRACTOR SHALL PROVIDE A SPACE PLAN TO THE ARCHITECT FOR APPROVAL.
4. COORDINATE THE LOCATION OF CEILING DIFFUSERS, REGISTERS AND GRATES WITH THE ARCHITECTURAL DRAWINGS.
5. PROVIDE A SPACE PLAN TO THE ARCHITECT FOR APPROVAL.
6. CONTRACTOR SHALL PROVIDE A SPACE PLAN TO THE ARCHITECT FOR APPROVAL.
7. CONTRACTOR SHALL PROVIDE A SPACE PLAN TO THE ARCHITECT FOR APPROVAL.
8. CONTRACTOR SHALL PROVIDE A SPACE PLAN TO THE ARCHITECT FOR APPROVAL.
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13. CONTRACTOR SHALL PROVIDE A SPACE PLAN TO THE ARCHITECT FOR APPROVAL.
14. CONTRACTOR SHALL PROVIDE A SPACE PLAN TO THE ARCHITECT FOR APPROVAL.
15. CONTRACTOR SHALL PROVIDE A SPACE PLAN TO THE ARCHITECT FOR APPROVAL.
16. CONTRACTOR SHALL PROVIDE A SPACE PLAN TO THE ARCHITECT FOR APPROVAL.
17. CONTRACTOR SHALL PROVIDE A SPACE PLAN TO THE ARCHITECT FOR APPROVAL.

FIELD COORDINATION 10/01/19
CITY COMMENTS 11/12/19
MAYEN
ENGINEERING
1400 S. 19TH AVENUE
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[illegible]

**SELBERG
ASSOCIATES
INC.**

**ARCHITECTURE &
EXHIBITS**

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SUITE 200
NEW YORK CITY,
NY 10010
TEL: 212-691-4444

TEL NO. 707/457-2767
FAX NO. 707/457-2768
PROFESSOR N. TITEL
DATE: 09/08/78
GENERAL BRY. KAM
RECEIVED
SHORT BROS.
GENERAL
MAIL CENTER

SHORT BROS.
TEL NO.

M-2.1

JERRY AMBROSE VETERAN'S COUNCIL T.I.
KINGMAN, ARIZONA

ALL CONSTRUCTION SPECIFICATIONS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL MATERIALS, EQUIPMENT AND LABOR, AND THE PERFORMING OF ALL WORK, INCLUDING THE INSTALLATION OF MECHANICAL EQUIPMENT, PIPING, ELECTRICAL, PLUMBING, AND ALL OTHERS, EXCEPT AS OTHERWISE SPECIFIED HEREIN OR SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL MATERIALS, EQUIPMENT AND LABOR, AND THE PERFORMING OF ALL WORK, INCLUDING THE INSTALLATION OF MECHANICAL EQUIPMENT, PIPING, ELECTRICAL, PLUMBING, AND ALL OTHERS, EXCEPT AS OTHERWISE SPECIFIED HEREIN OR SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL MATERIALS, EQUIPMENT AND LABOR, AND THE PERFORMING OF ALL WORK, INCLUDING THE INSTALLATION OF MECHANICAL EQUIPMENT, PIPING, ELECTRICAL, PLUMBING, AND ALL OTHERS, EXCEPT AS OTHERWISE SPECIFIED HEREIN OR SHOWN ON THE DRAWINGS.

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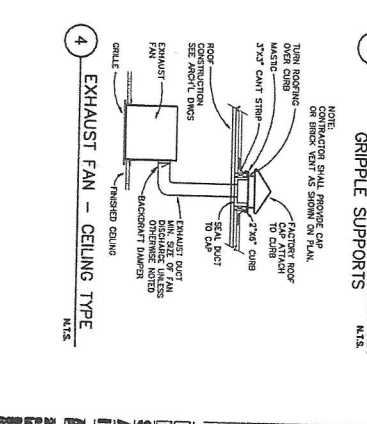
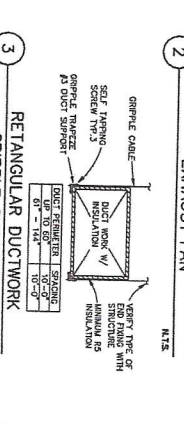
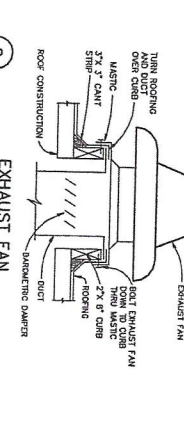
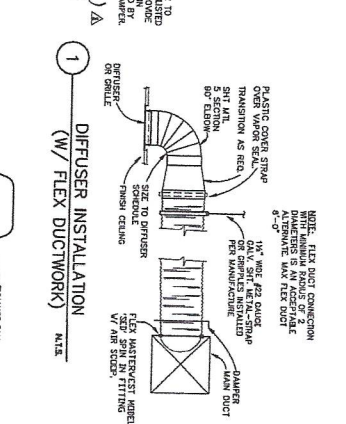
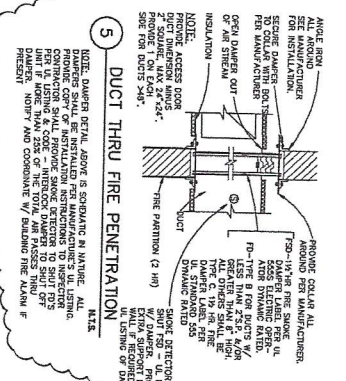
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NOT TO SCALE

STATE PRISON		COUNT	
2005, MAILED		10	
ALL STATE PRISON	IN PRISON		
COUNT BY RACE/ETHNICITY IN CURRENT PRISON			
ALL STATE PRISON	WHITE	10	
ALL STATE PRISON	BLACK		
ALL STATE PRISON	ASIAN		
ALL STATE PRISON	AMERICAN INDIAN		
ALL STATE PRISON	PACIFIC ISLANDER		
ALL STATE PRISON	HISPANIC		
COUNT BY SEX			
ALL STATE PRISON	MALE	10	
ALL STATE PRISON	FEMALE		
COUNT BY AGE			
ALL STATE PRISON	18-24		
ALL STATE PRISON	25-34		
ALL STATE PRISON	35-44		
ALL STATE PRISON	45-54		
ALL STATE PRISON	55-64		
ALL STATE PRISON	65+		
COUNT BY EDUCATION			
ALL STATE PRISON	LESS THAN HIGH SCHOOL		
ALL STATE PRISON	HIGH SCHOOL GRAD		
ALL STATE PRISON	SOME COLLEGE		
ALL STATE PRISON	COLLEGE GRAD		
ALL STATE PRISON	POST GRADUATE		
COUNT BY MARITAL STATUS			
ALL STATE PRISON	SINGLE		
ALL STATE PRISON	MARRIED		
ALL STATE PRISON	DIVORCED		
ALL STATE PRISON	WIDOWED		
ALL STATE PRISON	OTHER		
COUNT BY OCCUPATION			
ALL STATE PRISON	MANAGERIAL		
ALL STATE PRISON	TECHNICAL		
ALL STATE PRISON	PROFESSOR		
ALL STATE PRISON	ARTIST		
ALL STATE PRISON	WRITER		
ALL STATE PRISON	ACTOR		
ALL STATE PRISON	MUSICIAN		
ALL STATE PRISON	TEACHER		
ALL STATE PRISON	ENGINEER		
ALL STATE PRISON	SCIENTIST		
ALL STATE PRISON	DOCTOR		
ALL STATE PRISON	NURSE		
ALL STATE PRISON	OTHER		

PIPE SIZE	GPM	FL (FT)	FL (FT)
1/2"	3	3	—
3/8"	8	11	—
1"	18	25	—
1 1/4"	30	53	14
1 1/2"	44	103	34
2"	77	229	128
2 1/4"	120	479	365
3"	170	748	759

DRAINAGE EXISTING UNITS		NEW EXISTING		NEW EXISTING	
6.00	34.47	6.00	34.47	6.00	34.47
1.00	4.75	1.00	4.75	1.00	4.75
2.00	9.50	2.00	9.50	2.00	9.50
3.00	14.25	3.00	14.25	3.00	14.25
4.00	19.00	4.00	19.00	4.00	19.00
5.00	23.75	5.00	23.75	5.00	23.75
6.00	28.50	6.00	28.50	6.00	28.50
7.00	33.25	7.00	33.25	7.00	33.25
8.00	38.00	8.00	38.00	8.00	38.00
9.00	42.75	9.00	42.75	9.00	42.75
10.00	47.50	10.00	47.50	10.00	47.50
11.00	52.25	11.00	52.25	11.00	52.25
12.00	57.00	12.00	57.00	12.00	57.00
13.00	61.75	13.00	61.75	13.00	61.75
14.00	66.50	14.00	66.50	14.00	66.50
15.00	71.25	15.00	71.25	15.00	71.25
16.00	76.00	16.00	76.00	16.00	76.00
17.00	80.75	17.00	80.75	17.00	80.75
18.00	85.50	18.00	85.50	18.00	85.50
19.00	90.25	19.00	90.25	19.00	90.25
20.00	95.00	20.00	95.00	20.00	95.00
21.00	99.75	21.00	99.75	21.00	99.75
22.00	104.50	22.00	104.50	22.00	104.50
23.00	109.25	23.00	109.25	23.00	109.25
24.00	114.00	24.00	114.00	24.00	114.00
25.00	118.75	25.00	118.75	25.00	118.75
26.00	123.50	26.00	123.50	26.00	123.50
27.00	128.25	27.00	128.25	27.00	128.25
28.00	133.00	28.00	133.00	28.00	133.00
29.00	137.75	29.00	137.75	29.00	137.75
30.00	142.50	30.00	142.50	30.00	142.50
31.00	147.25	31.00	147.25	31.00	147.25
32.00	152.00	32.00	152.00	32.00	152.00
33.00	156.75	33.00	156.75	33.00	156.75
34.00	161.50	34.00	161.50	34.00	161.50
35.00	166.25	35.00	166.25	35.00	166.25
36.00	171.00	36.00	171.00	36.00	171.00
37.00	175.75	37.00	175.75	37.00	175.75
38.00	180.50	38.00	180.50	38.00	180.50
39.00	185.25	39.00	185.25	39.00	185.25
40.00	190.00	40.00	190.00	40.00	190.00
41.00	194.75	41.00	194.75	41.00	194.75
42.00	199.50	42.00	199.50	42.00	199.50
43.00	204.25	43.00	204.25	43.00	204.25
44.00	209.00	44.00	209.00	44.00	209.00
45.00	213.75	45.00	213.75	45.00	213.75
46.00	218.50	46.00	218.50	46.00	218.50
47.00	223.25	47.00	223.25	47.00	223.25
48.00	228.00	48.00	228.00	48.00	228.00
49.00	232.75	49.00	232.75	49.00	232.75
50.00	237.50	50.00	237.50	50.00	237.50
51.00	242.25	51.00	242.25	51.00	242.25
52.00	247.00	52.00	247.00	52.00	247.00
53.00	251.75	53.00	251.75	53.00	251.75
54.00	256.50	54.00	256.50	54.00	256.50
55.00	261.25	55.00	261.25	55.00	261.25
56.00	266.00	56.00	266.00	56.00	266.00
57.00	270.75	57.00	270.75	57.00	270.75
58.00	275.50	58.00	275.50	58.00	275.50
59.00	280.25	59.00	280.25	59.00	280.25
60.00	285.00	60.00	285.00	60.00	285.00
61.00	289.75	61.00	289.75	61.00	289.75
62.00	294.50	62.00	294.50	62.00	294.50
63.00	299.25	63.00	299.25	63.00	299.25
64.00	304.00	64.00	304.00	64.00	304.00
65.00	308.75	65.00	308.75	65.00	308.75
66.00	313.50	66.00	313.50	66.00	313.50
67.00	318.25	67.00	318.25	67.00	318.25
68.00	323.00	68.00	323.00	68.00	323.00
69.00	327.75	69.00	327.75	69.00	327.75
70.00	332.50	70.00	332.50	70.00	332.50
71.00	337.25	71.00	337.25	71.00	337.25
72.00	342.00	72.00	342.00	72.00	342.00
73.00	346.75	73.00	346.75	73.00	346.75
74.00	351.50	74.00	351.50	74.00	351.50
75.00	356.25	75.00	356.25	75.00	356.25
76.00	361.00	76.00	361.00	76.00	361.00
77.00	365.75	77.00	365.75	77.00	365.75
78.00	370.50	78.00	370.50	78.00	370.50
79.00	375.25	79.00	375.25	79.00	375.25
80.00	380.00	80.00	380.00	80.00	380.00
81.00	384.75	81.00	384.75	81.00	384.75
82.00	389.50	82.00	389.50	82.00	389.50
83.00	394.25	83.00	394.25	83.00	394.25
84.00	399.00	84.00	399.00	84.00	399.00
85.00	403.75	85.00	403.75	85.00	403.75
86.00	408.50	86.00	408.50	86.00	408.50
87.00	413.25	87.00	413.25	87.00	413.25
88.00	418.00	88.00	418.00	88.00	418.00
89.00	422.75	89.00	422.75	89.00	422.75
90.00	427.50	90.00	427.50	90.00	427.50
91.00	432.25	91.00	432.25	91.00	432.25
92.00	437.00	92.00	437.00	92.00	437.00
93.00	441.75	93.00	441.75	93.00	441.75
94.00	446.50	94.00	446.50	94.00	446.50
95.00	451.25	95.00	451.25	95.00	451.25
96.00	456.00	96.00	456.00	96.00	456.00
97.00	460.75	97.00	460.75	97.00	460.75
98.00	465.50	98.00	465.50	98.00	465.50
99.00	470.25	99.00	470.25	99.00	470.25
100.00	475.00	100.00	475.00	100.00	475.00
TOTAL NEW EXISTING		TOTAL NEW EXISTING		TOTAL NEW EXISTING	
2.00	9.50	2.00	9.50	2.00	9.50
1.00	4.75	1.00	4.75	1.00	4.75
3.00	14.25	3.00	14.25	3.00	14.25
4.00	19.00	4.00	19.00	4.00	19.00
5.00	23.75	5.00	23.75	5.00	23.75
6.00	28.50	6.00	28.50	6.00	28.50
7.00	33.25	7.00	33.25	7.00	33.25
8.00	38.00	8.00	38.00	8.00	38.00
9.00	42.75	9.00	42.75	9.00	42.75
10.00	47.50	10.00	47.50	10.00	47.50
11.00	52.25	11.00	52.25	11.00	52.25
12.00	57.00	12.00	57.00	12.00	57.00
13.00	61.75	13.00	61.75	13.00	61.75
14.00	66.50	14.00	66.50	14.00	66.50
15.00	71.25	15.00	71.25	15.00	71.25
16.00	76.00	16.00	76.00	16.00	76.00
17.00	80.75	17.00	80.75	17.00	80.75
18.00	85.50	18.00	85.50	18.00	85.50
19.00	90.25	19.00	90.25	19.00	90.25
20.00	95.00	20.00	95.00	20.00	95.00
21.00	99.75	21.00	99.75	21.00	99.75
22.00	104.50	22.00	104.50	22.00	104.50
23.00	109.25	23.00	109.25	23.00	109.25
24.00	114.00	24.00	114.00	24.00	114.00
25.00	118.75	25.00	118.75	25.00	118.75
26.00	123.50	26.00	123.50	26.00	123.50
27.00	128.25	27.00	128.25	27.00	128.25
28.00	133.00	28.00	133.00	28.00	133.00
29.00	137.75	29.00	137.75	29.00	137.75
30.00	142.50	30.00	142.50	30.00	142.50
31.00	147.25	31.00	147.25	31.00	147.25
32.00	152.00	32.00	152.00	32.00	152.00
33.00	156.75	33.00	156.75	33.00	156.75
34.00	161.50	34.00	161.50	34.00	161.50
35.00	166.25	35.00	166.25	35.00	166.25
36.00	171.00	36.00	171.00	36.00	171.00
37.00	175.75	37.00	175.75	37.00	175.75
38.00	180.50	38.00	180.50	38.00	180.50
39.00	185.25	39.00	185.25	39.00	185.25
40.00	190.00	40.00	190.00	40.00	190.00
41.00	194.75	41.00	194.75	41.00	194.75
42.00	199.50	42.00	199.50	42.00	199.50
43.00	204.25	43.00	204.25	43.00	204.25
44.00	209.00	44.00	209.00	44.00	209.00
45.00	213.75	45.00	213.75	45.00	213.75
46.00	218.50	46.00	218.50	46.00	218.50
47.00	223.25	47.00	223.25	47.00	223.25
48.00	228.00	48.00	228.00	48.00	228.00
49.00	232.75	49.00	232.75	49.00	232.75
50.00	237.50	50.00	237.50	50.00	237.50
51.00	242.25	51.00	242.25	51.00	242.25
52.00	247.00	52.00	247.00	52.00	247.00
53.00	251.75	53.00	251.75	53.00	251.75
54.00	256.50	54.00	256.50	54.00	256.50
55.00	261.25	55.00	261.25	55.00	261.25
56.00	266.00	56.00	266.00	56.00	266.00
57.00	270.75	57.00	270.75	57.00	270.75
58.00	275.50	58.00	275.50	58.00	275.50
59.00	280.25	59.00	280.25	59.00	280.25
60.00	285.00	60.00	285.00	60.00	285.00
61.00	289.75	61.00	289.75	61.00	289.75
62.00	294.50	62.00	294.50	62.00	294.50
63.00	299.25	63.00	299.25	63.00	299.25
64.00	304.00	64.00	304.00	64.00	304.00
65.00	308.75	65.00	308.75	65.00	308.75
66.00	313.50	66.00	313.50	66.00	313.50
67.00	318.25	67.00	318.25	67.00	318.25
68.00	323.00	68.00	323.00	68.00	323.00
69.00	327.75	69.00	327.75	69.00	327.75
70.00	332.50	70.00	332.50	70.00	332.50
71.00	337.25	71.00	337.25	71.00	337.25
72.00	342.00	72.00	342.00	72.00	342.00
73.00	346.75	73.00	346.75	73.00	346.75
74.00	351.50	74.00	351.50	74.00	351.50
75.00	356.25	75.00	356.25	75.00	356.25
76.00	361.00	76.00	361.00	76.00	361.00
77.00	365.75	77.00	365.75	77.00	365.75
78.00	370.50	78.00	370.50	78.00	370.50
79.00	375.25	79.00	375.25	79.00	375.25
80.00	380.00	80.00	380.00	80.00	380.00
81.00	384.75	81.00	384.75	81.00	384.75
82.00	389.50	82.00	389.50	82.00	389.50
83.00	394.25	83.00	394.25	83.00	394.25
84.00	399.00	84.00	399.00	84.00	399.00
85.00	403.75	85.00	403.75	85.00	403.75
86.00	408.50	86.			

NOT TO SCALE

Δ CITY COMMENTS 11/12/10

MAVEN
ENGINEERING

Job #180FK167

Tel: (420) 202-0160
Fax: (420) 202-7042

THE NEW YORK PUBLIC LIBRARY

of

project title

**JERRY AMBROSE VETERAN'S COUNCIL T.I.
KINGMAN, ARIZONA**



BID PROPOSAL FORM

Supplementary Conditions may be provided by the project architect/engineer as part of the specifications.

City of Kingman
VETERAN'S TRANSITIONAL HOUSING PROJECT
PROPOSAL FORM

PROJECT IDENTIFICATION: *Rehabilitation of 22,148 square foot office building into a 25 room transitional housing facility for 25 homeless veterans.*

CONTRACT IDENTIFICATION AND NUMBER: 124-22

THIS BID IS SUBMITTED TO: *The City of Kingman*
410 N 4th Street
Kingman, AZ 86401

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the *City of Kingman* 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 *thirty (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 ten (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 2009-9 and all other applicable state and federal laws, regulations and Executive Orders.
- d. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that the *Town and Architect* 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 the *Architect* written notice of all conflicts, errors, ambiguities or discrepancies that bidder has discovered in the contract documents and the written resolution thereof by *Architect* 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*.

4. Bidder will complete the work in accordance with the contract documents for the following price:

5. Bidder agrees that the work will be fully completed and ready for final payment within *ninety (90) calendar days* after the date when the contract time commences.

6. Bidder accepts the provisions of the contract as to liquidated damages of *\$500 per day* for each consecutive calendar day in the event of failure to complete the work 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 in the form of _____
- b. Contractor Qualification Statement and supporting data
- c. Sub-contractor and Material Suppliers List
- d. Wage Rate Decision
- 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 (date): _____

State Contractor License No: _____

Contractor DUNS No: _____

If bidder is:

An Individual

By (Signature of Individual):
Typed or Printed Name of Individual:
(dba):
Business Address:
Phone Number:

A Partnership

By (Firm's Name):
Signature of General Partner:
Typed or Printed Name of General Partner:
Business Address:
Phone Number:

A Corporation

By (Corporation's Name):	(Affix Seal)
State of Incorporation:	
Signature of Authorized Signer:	
Typed or Printed Name of Authorized Signer:	
Business Address:	
Phone Number:	

Applicability

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

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

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

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 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;

48

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

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

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

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

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

4. Apprentices and Trainees.

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

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Recipient: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

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

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

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

NAME

ADDRESS

NATURE OF INTEREST

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

NAME

ADDRESS

TRADE CLASSIFICATION

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

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

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."

LS-2 (05/2016)

54

Recipient: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

**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 # _____; Modification # _____ 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

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

56

NAME

ADDRESS

NATURE OF INTEREST

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

NAME

ADDRESS

TRADE CLASSIFICATION

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

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

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."

LS-3 (05/2016)

57

THIS CLAUSE **MUST** BE INCLUDED IN ALL SECTION 3 COVERED RFPs, RFQs, BIDS AND CONTRACTS

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 implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 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 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 _____

Section 3 Worker Self-Certification Form (S3C-1A)

A Section 3 Worker seeking preference in training and employment shall certify or submit evidence to the recipient, contractor, or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CRF 75.

Name of Worker _____

√	
	I have reviewed the HUD income chart for my family size. My income for the previous year is below 80% of the median income for my family size.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Section 3 Worker Employer Certification Form (S3C-1B)

An employer of a Section 3 Worker seeking preference in training and employment shall certify and maintain evidence the worker is a Section 3 Worker as defined in Section 24 CRF 75.

Name of Employee _____

✓	
	I have reviewed the HUD income chart for the current year. The employee named above has an income that is currently below 80 percent of the median income for their family size based on my calculation of what the employee's wage rate would translate to if annualized on a full-time basis.
	The employee was hired within the past five (5) years. I have reviewed the HUD income chart for the year the employee named above was hired. At the time of hire, the employee named above had an income that was below 80 percent of the median income for their family size.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Employer Name _____
Employer Representative Name _____
Signature of Employer Representative _____
Date _____

Targeted Section 3 Worker Self-Certification Form (S3C-1C)

A Section 3 Worker seeking the preference in training and employment shall certify or submit evidence to the recipient, contractor, or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CRF 75.

Name of Worker _____

✓	
	I am a YouthBuild participant.
	I was hired within the past five years and at the time of my hire was a YouthBuild participant.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature _____ Date _____

Targeted Section 3 Worker Employer Certification Form (S3C-1D)

An employer of a Section 3 Worker seeking the preference in training and employment shall certify and maintain evidence the worker is a Section 3 Worker as defined in Section 24 CRF 75.

Name of Employee _____

√	
	The employee named above resides within the project area as defined in the bid documents.
	The employee named above was hired within the past five years. At the time of hire, the employee resided within the project area as defined in the bid documents.
	I have certified this business as a Section 3 business and the employee is part of the business's permanent workforce.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Employer Name _____

Employer Representative Name _____

Signature of Employer Representative _____

Date _____

Targeted Section 3 Worker Employer Certification Form (S3C-1D)

An employer of a Section 3 Worker seeking the preference in training and employment shall certify and maintain evidence the worker is a Section 3 Worker as defined in Section 24 CRF 75.

Name of Employee _____

✓	
	The employee named above resides within the project area as defined in the bid documents.
	The employee named above was hired within the past five years. At the time of hire, the employee resided within the project area as defined in the bid documents.
	I have certified this business as a Section 3 business and the employee is part of the business's permanent workforce.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Employer Name _____
Employer Representative Name _____
Signature of Employer Representative _____
Date _____

JOBS! JOBS! JOBS!

Section 3 Notice – Employment and Training Positions Available (Form S3P-1)

Name: [recipient or contractor/sub-contractor]

Project: [describe project]

Project Area: [one-mile radius or larger if fewer than 5,000 people within one mile radius]

To comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended by the Housing and Community Development Act of 1992, and implementing regulations, [name of recipient, contractor or sub-contractor] hereby notifies all labor organizations or representatives of workers with whom it has a collective bargaining agreement or other understanding and all employees or applicants for training and employment that it will **give preference in filling new positions and in all training opportunities to persons who meet the requirements stated below.** All persons must meet the minimum qualifications of the position to be considered for employment/training.

1. Resides within the project area [describe]; or
2. Has an income for the previous or annualized calendar year that is below the HUD very-low or low-income limit; or
3. Is employed by a Section 3 business; OR
4. Is a YouthBuild participant.

It is the responsibility of the applicant to document his/her status in any of the categories described above.

[Contractor/sub-contractor] will be accepting applications for the following positions on [date] at [location]:

Positions that will be available:

<u>Title</u>	<u>Number</u>	<u>Minimum Qualifications</u>
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Training and apprenticeship positions that will be available:

<u>Title</u>	<u>Number</u>	<u>Minimum Qualifications</u>
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For further information, including requests relating to accessibility needs, please contact:

[Name]

[Address]

[Phone Number, TTY, E-mail]

[Recipient should consult with the ADOH to determine if this notice should be posted in languages other than English.]

Sample Employment Survey (Form S3P-2)

NOTE: Consult the ADOH to determine if this form should be translated into another language.

The [recipient] anticipates receiving federal housing and community development funds from the State of Arizona Department of Housing to undertake activities to improve the community. As a result of this funding, the [recipient] will be hiring additional staff and/or contractors in the near future to do various types of construction and related work. The [recipient] and/or contractors will be employing people with various types and ranges of skills. If you are interested in this type of employment, please complete the form on the reverse side and return it to the address indicated below. This form also asks whether you would be interested in training in any of these occupations and any special work-related needs you may have. You may be notified at a later date as to any further action you must take to be considered for employment, training or work-related services.

If you have further questions or special accessibility needs, please contact [name] at [phone number or TTY].

Return this form to: [recipient name and address]

Name	
Address	
City, State, Zip Code	
Phone Number	
E-mail Address	

Please indicate any services you would need to enable you to accept employment or participate in job training:

√	
	Child care
	Transportation
	Clothing
	English as a second language
	Other:

Please indicate office skills that you have:

√	
	Typing. Words per minute:
	Filing
	Software programs (list):
	Other:
	Other:

Please indicate construction skills that you may have or would like training for in the table on the following page.

Job Category	I would like training in this area ✓	Length of Experience			
		0 – 3 Months ✓	4 – 6 months✓	7 months – 1 year ✓	More than 1 year ✓
Plumbing					
Carpentry					
Roofing					
Painting					
Interior					
Exterior					
Sewer					
Landscaping					
Sprinklers					
Plants					
Lawns					
Tree Pruning					
Tree Cutting					
Stump Removal					
Drywall					
Tile Flooring					
Carpet Laying					
Insulation					
Brick Layer					
Electrician					
Residential					
Commercial					
Laborer					
Cement Mason					

SUB-CONTRACTORS AND MATERIAL SUPPLIERS LIST

The Contractor shall list below all qualified subcontractors and material suppliers for this project.

Specialty	Sub-contractor/Material Supplier Name	License #

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 of suspension.

Signature

Date

S3B-2 INSTRUCTIONS

Form S3B-2 collects information necessary to identify existing and planned Section 3 workers by job classification and requires the bidder:

1. Enter an employee identifier or indicate if a position is vacant;
2. Select a position classification from a dropdown menu;
3. Indicate if the position is part of the permanent workforce;
4. Provide the total estimated labor hours the employee will work on the project;
5. Indicate if the employee is a Section 3 worker or Targeted Section 3 worker;
6. Indicate if the employee is paid hourly or salary; and
7. Enter an approximate date of hire if the position is vacant.



Submit one attachment for the prime contractor and one for each subcontractor

Recipient Name
 ADOH Contract Number
 Activity Number
 Project Name/Bid Number
 Contractor or Subcontractor Name
 Section 3 Business

	This information to be provided by recipient
	This information to be provided by recipient
	This information to be provided by recipient
	This information to be provided by recipient
Select yes or no from the dropdown menu	

Enter the Employee Name or Unique Employee Identifier
(e.g., last 4 digits of Social Security Number).
If the position is vacant enter "Vacant".

Select position classification from the dropdown menu

Enter the total estimated labor hours the employee will work on the project.

Select yes if the employee is a Section 3 worker as defined in Tab 2 Definitions.

Select yes if the employee is a Targeted Section 3 worker as defined in Tab 2 Definitions.

Use the dropdown menu to indicate if the employee is paid hourly or salary

**Approximate Hire
Date if Vacant
(Month & Year)**

Term	Definition
Section 3 Business	<p>A Section 3 Business is a private or nonprofit business that meets at least one of the following criteria:</p> <ul style="list-style-type: none"> a. Is 51% or more owned and controlled by: <ul style="list-style-type: none"> i. Very-low or low-income persons; or ii. Current public housing or Section 8 assisted project residents. b. Over 75% of the labor hours performed over the prior three-month period were performed by Section 3 workers. <p><i>The business must meet the technical and legal requirements to perform the contract under consideration.</i></p>


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>
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>

Certification/Documentation Requirements

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.

<p>1. Self-certification that the worker's income is below 80% AMI for their family size; or</p> <p>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</p> <p>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.</p>	<p>1. Self-certification that the worker is a YouthBuild participant; or</p> <p>2. Self-certification that the worker was hired within the past five years and was a YouthBuild participant at the time of hire; or</p> <p>3. Employer certification that the worker is employed by a Section 3 business concern; or</p> <p>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.</p>
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PAYROLL



Rev. Dec. 2008

ADDRESS

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

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

ADDRESS

[illegible]

29 C.F.R. § 3.55(e)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3302, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

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

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

_____ (Contractor or Subcontractor) _____ from the full
weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 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: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

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)

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 *Recipient, 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 *Recipient* or *Consultants*.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Recipient* or *Consultants* that develops at any time during this contract will be immediately disclosed to the *Recipient* 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.

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

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

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

(Typed Name of Official)

(Signature of Official)

(Typed Name of Firm)

(Date)

5.1 AFFIDAVIT

AFFIDAVIT OF BIDDER CERTIFYING
NO COLLUSION IN BIDDING FOR
CONTRACT

STATE OF _____)

) ss

TOWN OF _____)

(name of individual)

BEING DULY SWORN, DEPOSES AND SAYS:

THAT HE/SHE IS _____

(title)

OF _____
(name of business)

THAT PURSUANT TO SECTION § 34-253 OF THE ARIZONA REVISED STATUTES, HE/SHE
CERTIFIES AS FOLLOWS:

THAT NEITHER HE/SHE NOR ANYONE ASSOCIATED WITH THE BUSINESS

(name of business)

HAS DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT,
PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN
RESTRAINT OF FREE COMETITIVE BIDDING IN CONNECTION WITH THIS
PROJECT

By: _____

(name of individual)

(title)

(name of business)

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 20__

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

"General Decision Number: AZ20220026 02/25/2022

Superseded General Decision Number: AZ20210026

State: Arizona

Construction Type: Building
BUILDING CONSTRUCTION, Includes Building Construction on
Treatment Plants and on Industrial Sites
(Chemical/Processing/Manufacturing Plants, Power Plants,
Refineries, Nuclear Plants, Etc.)

County: Mohave County in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include single family
homes or apartments up to and including 4 stories).

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)(2)-(60).

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:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 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 2022.
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:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$11.25 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 2022.

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

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

BRAZ0003-009 07/01/2021

	Rates	Fringes
BRICKLAYER.....	\$ 31.68	8.90

ZONE PAY:

(Radius miles from the intersection of Central Ave. and Washington St., Phoenix, AZ)

Zone A: 0-60 miles- Base Rate
 Zone B: 61-75 miles- Base Rate plus \$2.00 per hour
 Zone C: 75-100 miles- Base Rate plus \$3.00 per hour
 Zone D: 101-200 miles- Base Rate plus \$3.50 per hour
 Zone E: Over 200 miles- Base Rate plus \$6.50 per hour

 CARP1327-001 07/01/2019

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 26.24	8.86

 ELEC0640-001 07/01/2021

	Rates	Fringes
ELECTRICIAN (Including Alarm Installation and Low Voltage Wiring).....	\$ 32.00	12.41

 ENGI0428-003 06/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR (CRANE)		
(2) under 15 tons.....	\$ 31.86	12.12
(3) 15 tons to 100 tons, Tower Crane.....	\$ 32.94	12.12
(4) 100 tons and over.....	\$ 33.97	12.12

 IRON0075-002 04/01/2021

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 28.80	19.35

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

 LAB01184-010 06/01/2021

	Rates	Fringes
LABORER (MASON TENDER-BRICK).....	\$ 21.63	6.27

PAIN0086-006 04/01/2017		

	Rates	Fringes
DRYWALL FINISHER/TAPER		
ZONE A.....	\$ 20.05	6.68
ZONE B.....	\$ 23.55	6.68

ZONE PAY:

ZONE A: Free Zone: A distance of 0 to 100 miles from the old Phoenix courthouse.

ZONE B: A distance of 101 miles and over from the old Phoenix courthouse: \$3.50 per hour over ZONE A

* SUAZ2012-015 05/30/2012

	Rates	Fringes
CARPENTER, Excludes Drywall		
Hanging.....	\$ 17.39	0.98
CEMENT MASON/CONCRETE FINISHER...	\$ 17.44	2.36
FLOOR LAYER: Hardwood and Resilient Flooring.....	\$ 17.98	6.50
GLAZIER.....	\$ 15.98	0.79
LABORER: Common or General.....	\$ 12.10 **	0.93
LABORER: Landscape & Irrigation.....	\$ 9.31 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.05	1.49
OPERATOR: Backhoe.....	\$ 14.00 **	1.80
PAINTER: Brush, Roller and Spray.....	\$ 16.13	0.00
PIPEFITTER.....	\$ 22.21	6.12
PLUMBER.....	\$ 19.04	3.07
ROOFER, Includes Installation of Metal Roofs.....	\$ 17.11	0.00
SHEET METAL WORKER.....	\$ 18.68	4.91
SPRINKLER FITTER (Fire Sprinklers).....	\$ 15.34	1.84
TILE SETTER.....	\$ 15.93	0.45

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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